



JUSTICE COMMITTEE AGENDA  
Law and Justice Center, Room 700

**Monday, February 2, 2004**

**5:00 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – January 5, 2004
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Judge John P. Freese, Chief Judge, Eleventh Judicial Circuit
    - 1) Items to be presented for Action:
      - a) Request approval of an Intergovernmental Agreement between the Illinois Department of Public Aid and the Circuit Court for the Administration of an Expedited Title IV-D Child Support Enforcement Program 1 - 26
    - 2) Items to be presented for Information:
      - a) General Report
      - b) Other
  - B. Bill Gamblin, 911 Administrator
    - 1) Items to be presented for Information:
      - a) E-911 Statistical Reports 27 - 30
      - b) General Report
      - c) Other
  - C. Sandy Parker, Circuit Clerk
    - 1) Items to be presented for Information:
      - a) Monthly Statistical Reports for December 2003 31 - 41
      - b) Fourth Quarter Report 42 - 49
      - c) General Report
      - d) Other

|    |  |           |
|----|--|-----------|
| D. | Beth Kimmerling, Coroner   |           |
|    | 1) <u>Items to be presented for Information:</u>   |           |
|    | a) Monthly Report for December 2003  | 50        |
|    | b) 2003 Year End Report  | 51 - 67   |
|    | c) People Magazine Article   | 68 - 70   |
|    | d) General Report  |           |
|    | e) Other   |           |
| E. | Amy Davis, Public Defender   |           |
|    | 1) <u>Items to be presented for Information:</u>   |           |
|    | a) Monthly Statistical Report  | 71 - 73   |
|    | b) General Report  |           |
|    | c) Other   |           |
| F. | Roxanne Castleman, Court Services  |           |
|    | 1) <u>Items to be presented for Information:</u>   |           |
|    | a) Monthly Statistical Reports   | 74 - 80   |
|    | b) General Report  |           |
|    | c) Other   |           |
| G. | Billie Larkin, Children's Advocacy Center  |           |
|    | 1) <u>Items to be presented for Information:</u>   |           |
|    | a) Monthly Statistical Report  | 81 - 82   |
|    | b) 2003 Annual CASA Report   | 83 - 90   |
|    | c) General Report  |           |
|    | d) Other   |           |
| H. | William A. Yoder, State's Attorney   |           |
|    | 1) <u>Items to be presented for Information:</u>   |           |
|    | a) Asset Forfeiture Fund Report  | 91        |
|    | b) Case Load Report  | 92        |
|    | c) General Report  |           |
|    | d) Other   |           |
| I. | David Owens, McLean County Sheriff   |           |
|    | 1) <u>Items to be presented for Action:</u>  |           |
|    | a) Request approval of a Uniform Bid<br>with Ray O'Herron Co., Inc. for<br>the McLean County Sheriff's<br>Department                         | 93 - 115  |
|    | b) Request approval of an Application<br>for a Law Enforcement Block Grant<br>through the Illinois Criminal Justice<br>Information Authority | 116       |
|    | 2) <u>Items to be presented for Information:</u>   |           |
|    | a) McLean County Detention Facility<br>Population Report   | 117 - 119 |
|    | b) General Report  |           |
|    | c) Other   |           |

J. John Zeunik, County Administrator

1) Items to be presented for Information:

a) Report of Cost of certain Sheriff  
Fee Services from Maximus, Inc.

120 - 145

b) General Report

c) Other

5. Other Business and Communication

6. Recommend payment of Bills and Transfers, if any, to County Board

7. Adjournment

e:\ann\age\j\_Feb.04

State of Illinois  
**Intergovernmental Agreement**  
between  
**Illinois Department of Public Aid**  
and  
**County of McLean, Office of the Circuit Court**  
Agreement No. 2003-55-017K(4)

The State of Illinois, acting by and through the **Illinois Department of Public Aid**, 201 South Grand Avenue East, Springfield, Illinois 62763-0001 (hereinafter referred to as ("Department"), and **County of McLean, Office of the Circuit Court** (hereinafter referred to as "County"), hereby enter into the following Agreement, effective December 1, 2003.

**WHEREAS**, the Department administers the Child Support Enforcement Program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

**WHEREAS**, pursuant to the authority granted by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, state and local governing bodies may cooperate in the performance of their responsibilities by Agreements and other agreements; and

**WHEREAS**, the Department seeks to continue the services of the Expedited Child Support System to handle Title IV-D matters; and

**WHEREAS**, the County desires to provide these services under the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE I. Definitions.** As used in this Agreement, the following terms have the following meanings:

- 1.1. IV-D. The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.2. IV-D Matters. The term "IV-D matters" is defined as all administrative and judicial proceedings involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to IV-D matters only unless otherwise specifically provided.
- 1.3. Non-IV-D. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in **Sections 1.1 and 1.2**.

**ARTICLE II. Term and Scope of Agreement.**

- 2.1. Term. The term of this Agreement shall be from December 1, 2003 through June 30, 2004, unless the Agreement is otherwise terminated as set forth herein.

- 2.2. Renewal. This Agreement may be renewed for a period of one year, from July 1, 2004 through June 30, 2005. The Department reserves the right to renew the Agreement on the same terms and conditions, however, it will consider reasonable increases in the County's budgetary expenses. If either party intends to seek renewal of the Agreement, it shall give the other party written notice of its intent on or before February 15, 2004.
- 2.3. Entirety of Agreement. The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

### ARTICLE III. Termination.

- 3.1. Availability of Funds. Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the County notice of such termination for funding as soon as practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.
- 3.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days written notice to the County. If the Department elects to terminate, the County shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3. Termination For Cause. In the event of the County's failure to comply with a term of this Agreement, the Department will provide notice to the County of the breach. If such breach is not cured to the Department's satisfaction within thirty (30) days after such notice, or within such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon the County, which shall immediately terminate this Agreement.
- 3.4. Notice of Change in Circumstances. In the event the County becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on County's ability to perform under this Agreement, the County will immediately notify the Department in writing.
- 3.5. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6. Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the

public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

3.7. Other Termination Rights. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion in the event of the following:

- A. Failure of the County to maintain the certifications set forth in Article 9 of this Agreement.
- B. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in Section 8.2 of this Agreement.
- C. If legislation or regulations are enacted, or a court of competent jurisdiction interprets a law, so as to prohibit the continuance of this Agreement or the Child Support Enforcement Program.

#### ARTICLE IV. Agreement Management and Notices.

4.1. Agreement Management. The Department shall designate an Agreement Manager who will facilitate communication between the County and various administrative units within the Department. All communications from the County to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting the County or the County's counsel.

4.2. Notices. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To County:                   The Honorable John P. Freese  
                                  Chief Judge, Eleventh Judicial Circuit  
                                  Law and Justice Center  
                                  P.O. Box 2400  
                                  Bloomington, Illinois 61702-2400  
                                  Telephone: (309) 888-5222  
                                  Fax: (309) 888-5602

For Remittance:       McLean County Treasurer  
                                  Attn: IDPA Reimbursement  
                                  P.O. Box 2400  
                                  Bloomington, Illinois 61702-2400  
                                  Telephone: (309) 888-5180  
                                  Fax: (309) 888-5176

To Department: Illinois Department of Public Aid  
Madeline Bernat  
Division of Child Support Enforcement  
Contract Management and Monitoring  
32 West Randolph, 16<sup>th</sup> Floor  
Chicago, Illinois 60601  
Telephone: (312) 793-4448 or (312) 793-4790  
Fax: (312) 793-0048

**ARTICLE V. County's Rights and Responsibilities.**

5.1. Performance of Services and Duties.

- A. The County shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. The County shall be provided copies of such upon the County's written request.
- B. The County shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be used. In the event that the Department determines that any individual performing services for the County hereunder is not providing such skilled services, the Department shall promptly so notify the County and the County shall replace that individual.

5.2. Consultation and Performance Reviews.

- A. The County shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- B. The Department may conduct a post performance review of the County's performance under the Agreement. The County shall cooperate with the Department in this review, which may require the County to provide records of the County's performance, including expense information.

5.3. The County's Duties. The County shall:

- A. Accept for adjudication all IV-D matters referred to it by the Department and the McLean County State's Attorney's Office, and perform and comply with the duties set forth in **Appendix A**, which is attached hereto and made a part hereof.
- B. Submit to the Department ninety (90) days before the date of the termination of this Agreement, a proposed budget and a personnel plan, in the same format as **Exhibit 1**, attached hereto, for the County's Title IV-D Unit for the period of July 1, 2004 through June 31, 2005.
- C. Submit to the Department ninety (90) days before the date of the termination of this Agreement, a complete operational plan, in the same format as **Appendix A** attached hereto, outlining all activities to be performed by the County's IV-D unit for the period of July 1, 2004 through June 31, 2005.

- D. Provide initial and ongoing training to newly assigned and existing County staff necessary to carry out the responsibilities of this Agreement, including, but not limited to, training with regard to IV-D policy and procedure, the Family Support Information System, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and other matters agreed upon by the parties. The County shall provide the Department with a current copy of all training packets and modules.
- E. Maintain and provide to the Department a copy of the County's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedures shall be submitted to the Department not less than five (5) calendar days prior to inclusion in the policy and procedure manual or effective date, whichever is earlier.
- F. Submit monthly reports of actual expenditures within ten (10) working days following the month of such expenditures.
- G. Submit to the Department in a timely manner any other reports required by the Department, the format, content and due date of which shall be as specified by the Department after consultation with the County.
- H. Submit to the Federal Office of Child Support, in a timely manner, any report required by the Federal Office of Child Support Enforcement and submit a copy of any such report to the Department within five (5) calendar days after submission to the Federal Office of Child Support.
- I. Report to the Department, within five (5) calendar days after receipt, any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- J. Use all reasonable diligence in performing the duties undertaken in this Agreement.
- K. Ensure that the duties described herein are performed by the administrative staff funded by the Department pursuant to this Agreement.
- L. Perform all duties undertaken in this Agreement in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to, the following:
  - 1. Title IV-D of the Social Security Act, 42 U.S.C. Section 651 *et seq.*
  - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 of the Code of Federal Regulations.
  - 3. Department rules pertaining to the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 of the Illinois Administrative Code.
  - 4. The Department's Child Support Enforcement Manual.



5. Title IV-D Action Transmittals which are issued by the Federal Office of Child Support Enforcement.
6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

**ARTICLE VI. Department's Rights and Responsibilities.**

- 6.1. Reimbursement to the County. The Department shall reimburse the County for the County's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses.
- 6.2. Department's Duties. The Department shall:
  - A. Refer, or cause to be referred, IV-D matters to the County.
  - B. Inform the County of changes and amendments to Federal and State laws, regulations, policy and procedures affecting the handling of IV-D cases by the County, within five (5) days after receiving said changes and amendments.
  - C. Provide access to IV-D case records of the Department for use by the County in performing its duties under this Agreement.
  - D. Inform the County, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the county.
  - E. Monitor, on a monthly basis, the county's performance of and compliance with the duties undertaken in this Agreement.
  - F. Provide training to Department or the county staff on specific issues of mutual concern.
  - G. Furnish, at the request of the county, available assistance, information and documents needed by the County in order to verify payments, amount of collections or reduction of claims.
  - H. Perform and comply with the duties set forth in **Appendix A**, attached hereto and made a part hereof.
- 6.3. Budget and Inventory.
  - A. In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, the County shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the County to perform its duties under this Agreement.
  - B. If the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the County subsequently elect not to renew the Title IV-D Intergovernmental Agreement or elect to exercise the options to terminate the

Agreement within five years after the date the equipment was purchased, the County may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the County, documents shall be provided to the County transferring ownership to the County.

- C. The budget incorporated into this Agreement as **Exhibit 1** results from certain assumptions regarding the County expenditure rates. Should actual rates vary from the assumptions, the Department and the County may negotiate an amended budget, subject to **Section 7.7**.

#### **ARTICLE VII. Requirements for Reimbursement of Expenditures.**

7.1. Monthly reimbursements of expenditures, payable to the County, are conditional upon the timely receipt of expenditure reports by the Department as described in **Section 5.3.F.**, and upon the availability of Federal and State funds.

- A. All funds under the terms of this Intergovernmental Agreement are to be used for the express purpose of IV-D matters.
- B. All record keeping shall be in accordance with sound accounting standards.
- C. The amount shown on each invoice shall be in accordance with the rates established in the Agreement.
- D. Each expenditure report shall contain a statement which reads substantially as follows: "The County hereby certifies that the supplies provided and services performed and expenses incurred as stated in the attached expenditure report have met all of the require standards set forth in the Agreement."
- E. Each expenditure report shall be signed by an authorized representative of the County and shall set out the County's taxpayer identification number (TIN).
- F. The County shall maintain records adequate to identify total time expended each month by County staff and the purpose for which any non-personnel funds were expended under this Agreement, including, but not limited to, payroll records, purchase orders, leases and billings. The County shall submit such reports to the Department within ten (10) days after the Department's request therefor. For non-personnel items, the County shall provide proofs of payment, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
- G. The County must obtain prior written approval from the Department in order to receive reimbursement for the cost of new or additional leases or rental agreements for either real or personal property, or for the cost of any non-expendable personal property exceeding \$100.00 in cost and having a life expectancy of more than one year. The County shall submit a written request for such prior approval, and the Department will provide a written response within three (3) business days after receiving the request. All such purchases under the terms and funding of this Agreement shall be inventoried and tagged as Department property. Should any claimed expenditures for FFP subsequently be disallowed, the County shall reimburse the Department in the amount of any disallowance. If the Department has

provided written approval and the claimed expenditure(s) is/are subsequently disallowed for FFP, the Department will absorb the disallowance. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.

- H. The County shall be solely responsible and liable for all expenditures associated with providing security for the County Office and premises and such expenses will not be paid from funds received through this Agreement.

7.2. Reimbursement. The Department will arrange for funding to reimburse the expenditures of the County in performing the IV-D duties undertaken in implementing this Agreement. For purposes of amounts reimbursable under **Section 7.1**, only those expenses or portions thereof stated in the **Exhibit 1** are reimbursable under this Agreement.

- A. The Department shall not be liable to pay the County for any supplies provided or services performed or expenses incurred prior to the term of this Agreement noted above.
- B. Reimbursement will be made in the amount expended to date of expenditure report, less previous partial payments and any agreed retainage.
- C. The parties will make final determination of the necessary expenditures the County has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by the County. The Department will reimburse the County for any underpayment of such finally determined expenditures pursuant to **Section 7.7**, and the County shall reimburse the Department for any overpayment pursuant to **Section 7.7**, within sixty (60) calendar days after such determination.
- D. Reimbursements made by the Department pursuant to this section shall constitute full payment owed to the County by the Department or the IV-D client under Federal or State law for the duties performed by the County under this Agreement. The County shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
- E. The County shall be solely responsible and liable for all expenditure disallowance resulting from the County's actions as set forth in any audit by the federal Office of Child support Enforcement or by the Department. The County shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give the County timely notice of any such disallowances and an opportunity to rebut any question of the County's liability. The County, however, will not be held liable for any disallowance concerning expenditures the County undertook at the written request of, or with the written approval of, the Department.
- F. All Title IV-D funds held by the County (not including reimbursements for expenditures made pursuant to this agreement previously made by the County) shall be deposited in an

interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.

- G. If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.

7.3. State Fiscal Year.

- A. Notwithstanding any other provision of this Agreement, all expenditure reports and revisions to expenditure reports for supplies ordered or services performed and expenses incurred by the County prior to July 1 of each year must be presented to the Department no later than August 10 of each year in order to ensure reimbursement under this Agreement. Failure by the County to present all expenditure reports and revisions to expenditure reports prior to August 10 may require the County to seek reimbursement of expenditures through the Illinois Court of Claims and the Illinois General Assembly.
- B. All reimbursements shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement.
- C. It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

7.4. Retention of Reimbursements. In addition to actual damages or termination of this Agreement:

- A. The Department may deduct from whatever is owed the County on this or any other Agreement an amount sufficient to compensate the State of Illinois for any damages suffered by it because of the County's breach of Agreement or other unlawful act on the County's part on which the cancellation is based, including, but not limited to:
  - 1. The additional cost of supplies or services bought elsewhere;
  - 2. Any expenses incurred because of delay in receipt of supplies or services; and
  - 3. Any other damages caused by the County's breach of Agreement or unlawful act.
- B. If any failure of the County to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department may withhold and retain an equivalent amount from reimbursements to the County until such Federal funds are released to the State, at which time the Department will release to the County the equivalent withheld funds.

7.5. Deductions from Reimbursements. Any reimbursement to the County may be reduced or suspended when a provision of this Agreement requires a payment or refund to the Department or an adjustment to payment to the County.

7.6. Maximum Amount of Reimbursement. The maximum amount of the Department's obligation under this Agreement shall not exceed \$19,500.00.

- 7.7. Computational Error. The Department reserves the right to correct any mathematical or computational error in reimbursement subtotals or total obligation under this Agreement. The Department will notify the County of any such corrections.
- 7.8. Travel. The Department shall not reimburse the County for any travel expenses under this Agreement.

#### ARTICLE VIII. General Terms.

- 8.1. Agreement to Obey All Laws. The County shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, county and local governmental agencies which in any manner affect the terms of this Agreement.
- 8.2. Amendments. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 8.3. Amendments Necessary for Statutory or Regulatory Compliance. The County shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 8.4. Assignment and Subcontracting. Assignment, subcontracting, or transfer of all or part of the interests of the County in the work covered by this Agreement is prohibited without prior written consent of the Department.
- A. In the event the Department gives consent to the County to assign, subcontract or transfer all or part of the interests of the County in the work covered by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the County is hereby bound and obligated.
  - B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to the County, including, but not limited to, certifications and disclosures.
  - C. Where the County is providing professional and artistic services, names and addresses of all subcontractors utilized by the County with the consent of the Department shall be listed in an addendum to this Agreement together with the anticipated amount of money which the subcontractor is expected to receive pursuant to this Agreement.
  - D. After notice to the County, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.
- 8.5. Audits and Records.

- A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due the County. If no payments are due and owing the County, or if the overpayment(s) exceed the amount otherwise due the County, the County shall immediately refund all amounts which may be due to the Department.
- B. Retention of Records. The County shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.
- C. The County shall comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Such audit report, if required, should be completed within nine (9) months following the end of the County's fiscal year. The County must submit one (1) copy of any required audit within thirty (30) business days after receipt of the auditor's report. The auditor's report is to be sent to:

Brian Bond  
Illinois Department of Public Aid  
Office of the State Purchasing Office  
201 South Grand Avenue East, Second Floor  
Springfield, Illinois 62702

- 8.6. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

8.7. Confidentiality.

- A. Proprietary Information. Performance of the Agreement may require the County to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by the County from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.
- B. Confidentiality of Program Recipient Identification. The County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the County and the County's employees, by the County's corporate affiliates and their employees, and by the County's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26) and 42 CFR Part 431, Subpart F.

- 8.8. Dispute Resolution. In the event that the Department and the County have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies and that interpretation, if received, will be adopted by the Department and the County.
- 8.9. Disputes Between County and Other Parties. Any dispute between the County and any affiliated or unaffiliated provider, or between the County and any subcontractor, shall be solely between such provider or subcontractor and the County, and the Department shall be held harmless by the County.
- 8.10. Fraud and Abuse. The County shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as the County learns of the suspected fraud and abuse or misconduct. The County shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. The County shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.
- 8.11. Gifts. The County and the County's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

8.12. Indemnification and Insurance.

- A. The County assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of the County or any employee, agent, or representative of the County or the County's subcontractors. The County shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- B. Neither party shall be liable for incidental, special or consequential damages.
- C. The County further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for the County's failure to pay any subcontractor, either timely or at all, regardless of the reason.

8.13. Media Relations and Public Information. Subject to any disclosure obligations of the County under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. The County shall not disseminate any publication, presentation, technical paper, or other information related to the County's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.

8.14. Nondiscrimination. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. The County and the County's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The County further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

8.15. Non-solicitation of Employees. The County shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the County solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The County shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this Agreement.

8.16. Purchase of Equipment and Maintenance Assurance.



- A. The County shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the County's performance under this Agreement and having a useful life of two years or more and an acquisition cost of at least \$100. The County acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The County acknowledges that any equipment purchased under this provision is and shall remain the property of the Department.
  - B. The Department reserves the right to maintain any equipment purchased under this Agreement using Department personnel or third party maintainers.
- 8.17. Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:
- A. Provisions apply to successive events and transactions;
  - B. "Or" is not exclusive;
  - C. References to statutes and rules include subsequent amendments and successors thereto;
  - D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
  - E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
  - F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
  - G. Use of the male gender (*e.g.*, "he", "him", "his") shall be construed to include the female gender (*e.g.*, "she", "her"), and vice versa; and
  - H. Words in the plural which should be singular by context shall be so read, and vice versa.
  - I. References to "the Illinois Department of Public Aid (IDPA)" shall include any successor agency or office charged with administering child support enforcement under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*)
- 8.18. Severability. In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 8.19. Sexual Harassment. The County shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

- 8.20. Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**ARTICLE IX. County Certifications.** By signing this Agreement, the County makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon the County's failure to maintain these certifications and warranties.

9.1. General Warranties of County.

- A. All work will be performed in a good and professional manner.
  - B. The County has title to, or the right to allow the Department to use, any equipment, software, services and information being provided and that the Department will have use of those items without suit, trouble or hindrance so long as the Department is performing its obligations. The County shall indemnify and hold the Department harmless should anything provided by the County infringe upon the patent, copyright or trade secret of another.
  - C. The person executing this Agreement on behalf of the County is duly authorized to execute the Agreement and bind the County to all terms and conditions hereunder.
  - D. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the County will be expeditiously corrected by the County without additional charge to the Department.
  - E. The County is not delinquent in the payment of any debt to the State and, therefore, is not barred from being awarded an Agreement under 30 ILCS 500/50-11. The County acknowledges that the Department may declare the Agreement void if this certification is false, or if the County is determined to be delinquent in the payment of any debt to the State during the term of the Agreement.
- 9.2. Bid Rigging, Bid Rotating and Inducement. The County is not barred from being awarded an Agreement or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. The County has not paid any money or other valuable thing to any person or entity to induce that person or entity not to bid on a State Agreement or to recompense that person or entity for not having bid on a State Agreement. The County will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors or employees of the State.
- 9.3. Bribery. The County is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*
- 9.4. Conflict of Interest. The County is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The County and the County's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and the County shall not

employ any person having such an interest in connection with the County's performance under the Agreement. The County shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

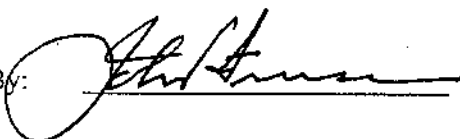
- 9.5. Development Work. Neither the County, nor the County's principals, employees and subcontractors, nor any person with whom the County has, or is negotiating, an Agreement for such person's future employment, has performed any work for which there was payment by the Department that directly relates to the development of this Agreement.
- 9.6. Drug Free Workplace. The County is in compliance with the requirements of 30 ILCS 580, and has completed **Attachment A**.
- 9.7. Federal Taxpayer Identification Number and Legal Status Disclosure. The County has completed **Attachment B** and certifies, under penalties of perjury, that the information contained thereon is correct.
- 9.8. Licenses and Certificates. The County and the County's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. The County may meet the license requirement through use of a subcontractor; provided however, County's use of a subcontractor in that circumstance does not relieve the County of any obligations under the Agreement.
- 9.9. New Hire Reporting and Electronic Funds Transfer of Child Support Payments. The County shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28/35.
- 9.10. Nonexclusion.
  - A. Neither the County, the County's principals, shareholders or subcontractors owning at least five percent (5%) of the County, nor any employee of the County, is currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*
  - B. If the County knows or learns of any person who was in the past but is not currently, or who during the term of this Agreement becomes, excluded from participation in this transaction as provided in Section (A), above, the County shall, within thirty (30) days after signing this Agreement or within thirty (30) days after learning of such exclusion, provide to the Department a written description of each offense causing the exclusion, including the name of the offender, the date of the offense, the action causing the offense, any penalty assessed or sentence imposed, and the date any penalty was paid or sentence completed.
- 9.11. Nonparticipation in International Boycott. Neither the County nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

- 9.12. Nonpayment of Dues or Fees. The County neither pays dues or fees on behalf of the County's employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates and, therefore, the County is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*
- 9.13. Nonsolicitation of Agreement. The County has not employed or retained any company or person, other than a bona fide employee working solely for the County, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the County, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due County such commission, percentage, brokerage fee, gift or contingent fee.
- 9.14. Revolving Door. The County is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.
- 9.15. Year 2000 Compliance. The County, for itself and its subcontractors and agents, represents and warrants that all products delivered and services performed under this Agreement are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, the County shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

**IN WITNESS WHEREOF**, the Department and the County have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

County of McLean  
Office of the Circuit Court

Illinois Department of Public Aid

By: 

By: \_\_\_\_\_

Title: Chief Judge

Title: Director

Date: Jan. 12, 2004

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

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

\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk

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

Appendix A  
CHIEF JUDGE'S PLAN FOR EXPEDITED  
CHILD SUPPORT SYSTEM MCLEAN COUNTY, ILLINOIS

1. Under the McLean County Expedited Child Support System, parentage and child support matters will be expedited in three ways:
  - a. All parentage and child support matters will be heard in one location by one part-time Administrative Hearing Officer and three judges assigned full-time to daily calls. Although the judges are assigned full-time to daily calls, they will be assigned only part-time to IV-D matters as described below. This staffing will allow the Administrative Hearing Officer to schedule short continuances, where necessary, of no more than one or two weeks.
  - b. In analyzing the caseload demands of the IV-D Program in the development of this plan, it is anticipated that the full complement of Administrative Hearing Officers, Judges and IV-D staff will be able to handle 100% more cases under the Expedited Child Support Program System than under the current court system.
  - c. In all cases in which the alleged father contests parentage, DNA sampling will be conducted immediately following the first appearance before the Administrative Hearing Officer. It is the experience of the courts, in this jurisdiction as well as many other jurisdictions throughout the State of Illinois, that many alleged fathers admit parentage if the DNA tests results do not exclude them as the fathers. Therefore, it is expected that immediate DNA testing will expedite the resolution of a large percentage of parentage cases, which accounts for a significant caseload in the IV-D Program.
    - i. In cases in which the court has previously acquired jurisdiction over the responding party, the vast proportion of the child support cases, the hearing before the Administrative Hearing Officer will be held not less than 21 days and no more than 35 days of the filing of the action.
    - ii. In cases in which the court has not previously acquired jurisdiction over the responding party, most of the parentage cases, the hearing will be held not less than 21 days or more than 45 days of the service of summons.
    - iii. The hearing may be continued by the Administrative Hearing Officer for good cause shown, although the Administrative Hearing Officer will be encouraged to grant short continuances.
2. The Child Support Enforcement Amendments Act of 1984 (45 CFR Sec. 303.101(b)(2)).
  - a. Required states to adopt expedited processes in order to remain eligible for Federal reimbursement and incentive funds. To meet the standard of expeditiousness under the federal amendments, a jurisdiction must complete:
    - i. 90% of its child support cases within 90 days;
    - ii. 98% of its child support cases within 180 days;
    - iii. 100% of its child support cases within one year.

- b. As described above, the McLean County Expedited Child Support System will be able to meet this standard.
- c. The program will be monitored by IDPA. Statistics and management reports will be prepared by IDPA and given to the Chief Judge every quarter.
- d. The statistics and management reports will document the following:
  - i. The number of matters referred to the Administrative Hearing Officer;
  - ii. The number of matters submitted to the court by the Administrative Hearing Officer with recommendations for a court order;
  - iii. The number of recommended orders entered by the court;
  - iv. The number of recommended orders rejected by the court;
  - v. The number of matters transferred to or returned to the Administrative Hearing Officer from the court;
  - vi. The number of matters submitted by the Administrative Hearing Officer to the court for hearings;
  - vii. The average time frame for final dispositions of all cases heard;
  - viii. The number of continuances and the average time frame or final disposition of all cases continued;
  - ix. The number of all IV-D matters pending and disposed of in the Expedited Child Support System;
  - x. The dollar value of all support orders entered by the courts; and
  - xi. The number of Notices of Withholding prepared by the program.
- 3. The McLean County Expedited Child Support System will be initiated by IDPA and will be made available to participants in the IV-D Program, only.
- 4. All actions listed as eligible actions and eligible pre-judgment proceedings in Supreme Court Rule 100.3(a) and 100.3(b) shall be brought before the Administrative Hearing Officer in the McLean County Expedited Child Support System.
- 5. The Administrative Hearing Officer will possess, at a minimum, the following qualifications:
  - a. A license, in good standing, to practice law in the State of Illinois.
  - b. Four (4) years experience; and
  - c. Substantial experience in domestic relations matters.

6. All expenses relating to the salary of the Hearing Officer will be reimbursed by IDPA pursuant to Exhibit I attached. IDPA's obligation hereunder is to be specifically defined by this Intergovernmental Agreement with the Circuit Court of McLean County and the budget incorporated therein.
7. Personnel policies shall be those of McLean County. The Administrative Hearing Officer will be part-time, under contract as an independent contractor and subject to the Supreme Court rules and conditions of the McLean County Expedited Child Support System as set forth herein. The Administrative Hearing Officer shall be regarded as a sub-contractor for purposes of the Intergovernmental Agreement between IDPA and the Circuit Court of McLean County.
8. The McLean County Expedited Child Support System will be located in or near the Law and Justice Center, Bloomington, Illinois. Rooms of appropriate size will be provided. Hearings before the Administrative Hearing Officer will be conducted at the McLean County Law and Justice center.
9. The McLean County Expedited Support Center will operate, and a Hearing Officer will be present, two and one-half (2 ½) days per month from 8:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 4:30 p.m. Additionally, the Hearing Officer will have three (3) office days per month from 8:30 a.m. to 4:30 p.m. These hours may change depending on demand and availability of staff members.
10. The Administrative Hearing Officer will be trained by personnel approved by the Chief Judge's Office. The training curriculum will include, but not be limited to:
  - a. Statutes and court rules related to parentage and child support;
  - b. Operation and policies of the McLean County Expedited Child Support System;
  - c. Conduct of hearings, completion of recommended orders and transfer of cases to and from the court;
  - d. Negotiation skills and techniques;
  - e. Control and handling of difficult cases;
  - f. Procedures of the IV-D Program, including, but not limited to, Federal and State rules and regulations.
  - g. Operation and use of the Circuit Clerk and State computer systems;
  - h. Analysis and understanding of DNA tests in parentage cases; and
  - i. Relationship with judicial staff, IV-D staff, parties and their counsel.
11. The Expedited Child Support System will use the following procedure for preparation of recommended orders and court orders;
  - a. The Administrative Hearing Officer will prepare recommended orders on specific forms that will include case identifying information for each case;
  - b. The recommended order will be formatted to provide easy-to-understand case findings and recommendations and terms;

- c. The recommended order will be written by the Administrative Hearing Officer and will be prepared in quadruplicate;
  - d. The recommended order will be signed by the Administrative Hearing Officer and by the parties, if they agree with the recommended order;
  - e. Copies will be provided to the parties and to the parties' counsel with the original being filed with the Circuit Clerk.
  - f. In the event the parties do not agree, the recommended order will provide a date and time for a contested hearing not less than seven (7) days and not more than 28 days from the date the recommended order is issued;
  - g. All matters to be transferred to a judge shall be on court-approved order and forms;
  - h. Computerized court orders will be prepared by employees of the Expedited Child Support System from Administrative Hearing Officer recommended orders; selected from among a full menu of court orders to be entered on computer or customized orders requested by the Administrative Hearing Officer or the court;
  - i. All recommended court orders will be routed to the court for review and final disposition, as the court deems appropriate; and
  - j. Court orders entered by the court will be mailed to the parties and counsel and filed in the court file by administrative staff. Accordingly, the following documentation and forms will be prepared prior to the commencement of the Expedited Child support system, in addition to any forms that may be required by the Supreme Court:
    - i. Recommended order forms to be completed by the Administrative Hearing Officer;
    - ii. A full menu of court forms already in use, to be reviewed by the court and IV-D staff, and entered into the computer, in addition to specific court forms that may be required by the Administrative Hearing Officer or the court;
    - iii. Management reporting forms, as described in number 2, above;
    - iv. Routing forms to monitor and track the movement of cases between the Administrative Hearing Officer, the court processing centers and the Circuit Clerk's office.
12. The Judge may reject part or all of the findings or recommended orders of the Administrative Hearing Officer and transfer the matter to the Administrative Hearing Officer for further hearing.
13. All cases will be filed and docketed before a specific judge, then assigned to the Administrative Hearing Officer, for hearing. Cases that appear on a docket sheet will be routed to the Administrative Hearing Officer, to administrative staff for preparation of the proposed court order and then back to the appropriate judge who is responsible for disposing of each case on the call.
14. Upon approval by the court, cases will be checked off the Circuit Clerk's docket sheet until all cases have been disposed of on the court's docket. The Circuit Clerk, or his or her deputy, will file stamp all orders, make the necessary copies and then remove all orders from that day for post-court processing within the Circuit Clerk's Office.



15. In accordance with the Expedited Child Support Rules entered by the Supreme Court on April 1, 1992, the following matters are further provided for in this plan:
  - a. Rule 100.4(3) - The Administrative Hearing Officer may recommend that the judge issue a notice requiring the obligor to appear before the Administrative Hearing Officer or before the court;
  - b. Rule 100.6(a) - The McLean County State's Attorney may assign a hearing date before an Administrative Hearing Officer.
  - c. Rule 100.6(b) - The McLean County State's Attorney shall serve notice of the action and the hearing date on respondent; and
  - d. Rule 100.9(a) - Any domestic relations matter other than the establishment of parentage, establishment of support, modification of support, child support enforcement and medical support issues, including but not limited to, petitions for visitation, custody, distribution of property, petitions pursuant to Section 513 of the Illinois Marriage and Dissolution of Marriage Act and Spousal Support modifications shall be filed in the McLean County Circuit Court, Family Division.
16. The 11<sup>th</sup> Judicial Circuit Court shall submit quarterly expenditure and case management reports to the Supreme Court through the Administrative Office of the Illinois Courts.

EXHIBIT 1  
 CIRCUIT COURT OF MCLEAN COUNTY  
 EXPEDITED CHILD SUPPORT  
 DECEMBER 1, 2003 THROUGH JUNE 30, 2004

| DIRECT COSTS                    | FY04 Budget |
|---------------------------------|-------------|
| Personnel Services              |             |
| Salaries                        | \$19,250    |
| Fringe Benefits                 | 0           |
| SUBTOTAL                        | \$19,250    |
| <br>                            |             |
| Non-Personnel Services          |             |
| Telephone                       | \$231       |
| Copies                          | 0           |
| Postage                         | 0           |
| Equipment                       | 0           |
| Office Supplies                 | 0           |
| Training                        | 0           |
| SUBTOTAL                        | \$0         |
| PERSONNEL SERVICES SUBTOTAL     | \$19,250    |
| NON-PERSONNEL BENEFITS SUBTOTAL | \$231       |
| TOTAL DIRECT COSTS              | \$19,481    |
| GRAND TOTAL                     | \$19,481    |

Attachment A

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free work place. False certification or violation of the certification may result in sanctioning including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State. Please check one:

\_\_\_\_\_ This business or corporation does not have twenty-five (25) or more employees.

XX This business or corporation has twenty-five (25) or more employees, and the contractor/grantee certifies and agrees that it will provide a drug free workplace by:

I. Publishing a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - 1. abide by the terms of the statement; and
  - 2. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

II. Establishing a drug free awareness program to inform employees about:

- A. the dangers of drug abuse in the workplace;
- B. the grantee's or contractor's policy of maintaining a drug free workplace;
- C. any available drug counseling, rehabilitation and employee assistance programs; and
- D. the penalties that may be imposed upon an employee for drug violations.

III. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- IV. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- V. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee, who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- VI. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- VII. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.**

McLean County Circuit Court  
Printed Name of Organization

  
Signature of Authorized Representative

William J. Scanlon, Trial Court Administrator  
Printed Name and Title

January 13, 2004  
Date

**Attachment B  
Federal Taxpayer Identification Certification**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or © the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name: McLean County Circuit Court

Taxpayer Identification Number:

Social security number \_\_\_\_\_

or

Employer identification number 37-6001569

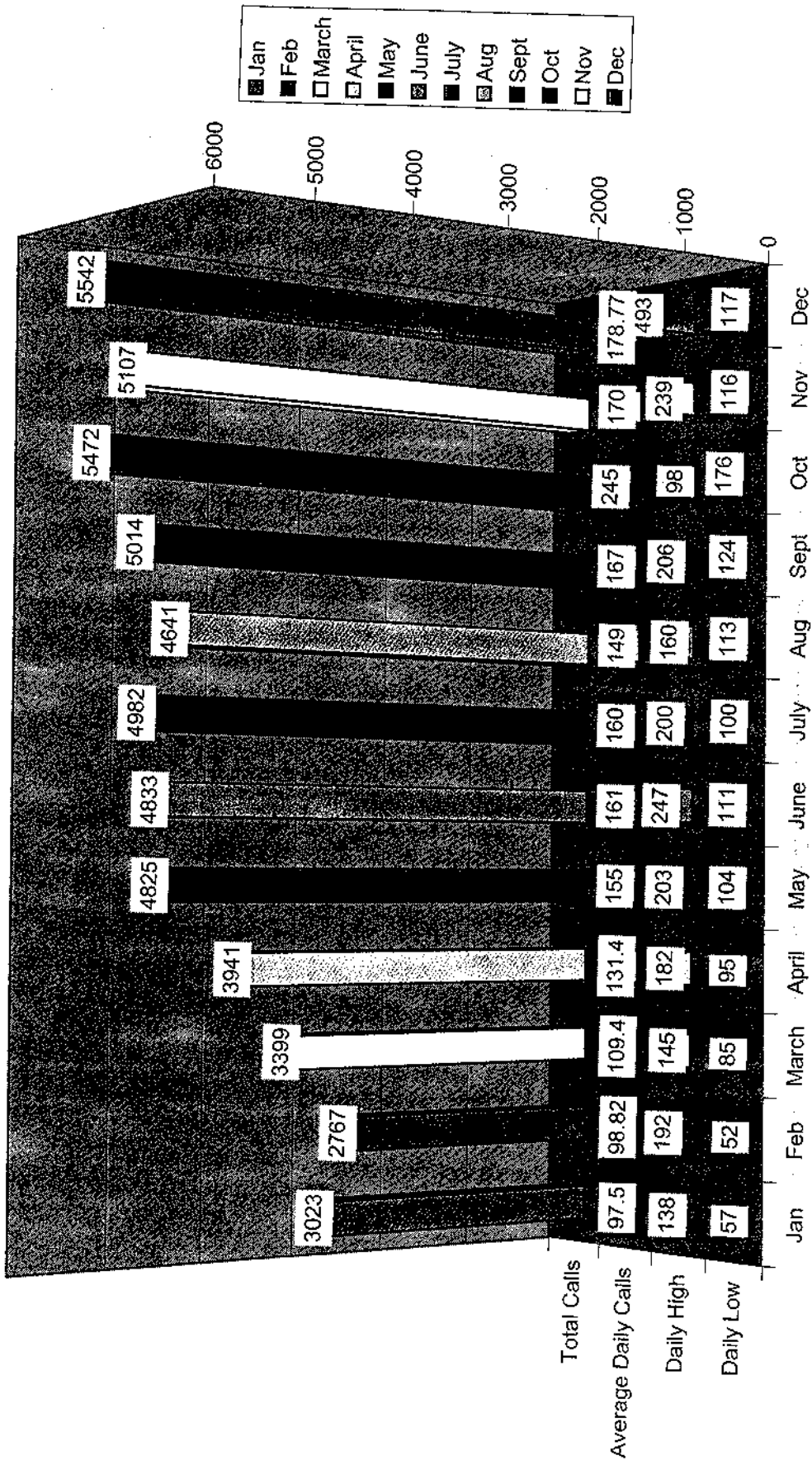
*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status (check one):**

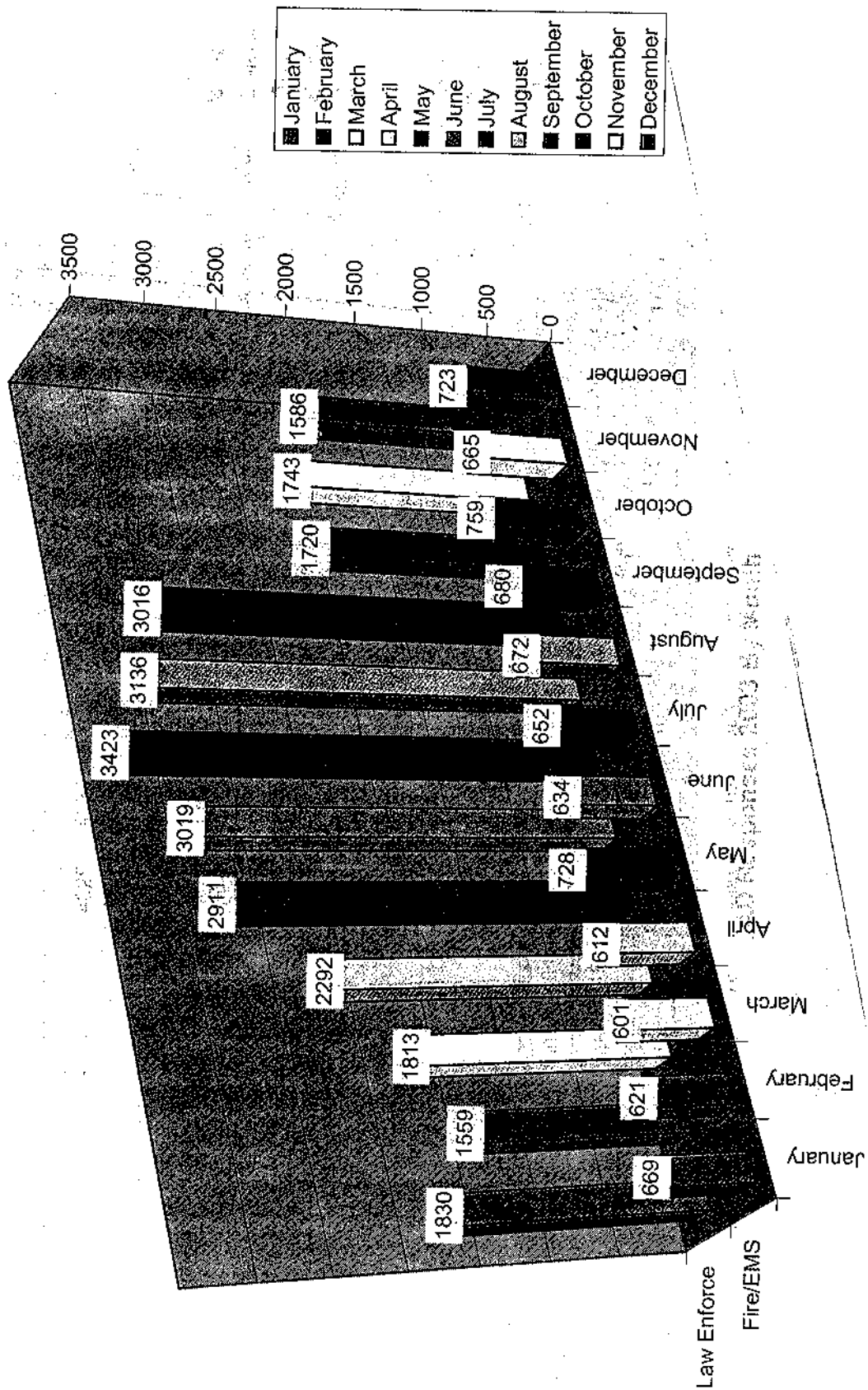
- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Governmental                  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien                        |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or trust                          |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non-Corp.)                     |
| <input type="checkbox"/> Corporation providing or<br>billing medical and/or<br>health care services     | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery<br>(Corp) |
| <input type="checkbox"/> Corporation NOT providing<br>or billing medical and/or<br>health care services | <input type="checkbox"/> Other: _____                             |

Signature:   
William J. Scanlon

Date: January 13, 2004



# CAD Responses 2003 By Month



ERROR REPORT (MONTHLY)  
COMMUNITY

|              | RESIDENTIAL | #ERRORS<br>BUSINESS | TOTAL ERRORS | DATA | #CORRECTED | ERROR TYPE |
|--------------|-------------|---------------------|--------------|------|------------|------------|
| ANCHOR       | 0           | 0                   | 0            | 1    |            |            |
| ARROWSMITH   | 0           | 0                   | 0            | 1    |            |            |
| BELLFLOWER   | 0           | 0                   | 0            | 2    |            |            |
| BLOOMINGTON  | 1           | 16                  | 17           | 42   |            |            |
| CARLOCK      | 0           | 0                   | 0            | 3    |            |            |
| CHENOA       | 0           | 1                   | 1            | 4    |            |            |
| COLFAX       | 0           | 0                   | 0            |      |            |            |
| COOKSVILLE   | 0           | 0                   | 0            |      |            |            |
| CROPSSEY     | 0           | 0                   | 0            |      |            |            |
| DANVERS      | 1           | 1                   | 2            | 1    |            |            |
| DOWNS        | 1           | 1                   | 2            | 2    |            |            |
| EL PASO      | 0           | 0                   | 0            | 1    |            |            |
| ELLSWORTH    | 0           | 1                   | 1            | 2    |            |            |
| GRIDLEY      | 0           | 0                   | 0            |      |            |            |
| HEYWORTH     | 0           | 0                   | 0            | 1    |            |            |
| HUDSON       | 2           | 1                   | 3            | 1    |            |            |
| LERoy        | 7           | 0                   | 7            | 5    |            |            |
| LEXINGTON    | 4           | 0                   | 4            | 5    |            |            |
| MANSFIELD    | 0           | 0                   | 0            | 1    |            |            |
| MCLEAN       | 0           | 1                   | 1            |      |            |            |
| MINIER       | 0           | 0                   | 0            |      |            |            |
| NORMAL       | 0           | 5                   | 5            | 7    |            |            |
| SAYBROOK     | 1           | 0                   | 1            | 5    |            |            |
| SHIRLEY      | 0           | 2                   | 2            | 1    |            |            |
| STANFORD     | 0           | 0                   | 0            |      |            |            |
| TOWANDA      | 0           | 0                   | 0            | 1    |            |            |
| OTHER        | 1           | 0                   | 1            |      |            |            |
| TOTAL ERRORS | 18          | 29                  | 47           | 88   | 0          |            |

- \*NO STREET NAME = NSN
- \*MSAG PROBLEM = MSAG
- \*NEED 911 ADDRESS = N911
- \*CITY JURISDICTION = CJ
- \*CELL TOWER = CT
- \*REMOVE STREET DIRECTIONAL = RSD
- \*COMMUNITY ERROR=COMM
- \*NUMBER DISCONNECTED=ND
- \*WRONG COUNTY=WC
- \*DATA LINE = DL
- \*SPELLING ERROR = SP

ERRORS AS OF NOVEMBER 30, 2003      47  
 NEW ERRORS FOR DECEMBER            0  
 ERRORS CORRECTED IN DECEMBER      0  
 ERRORS AS OF DECEMBER 31, 2003    47  
 DATA LINES                            88  
 ILLINOIS STATE UNIVERSITY            69



DECEMBER, 2003

**ERROR  
NO ALI**

| NUMBER CORRECTED TESTED COMPLETE |   |   |   |
|----------------------------------|---|---|---|
| 8                                | 8 | 2 | 2 |

**NO ANI**

| NUMBER CORRECTED TESTED COMPLETE |  |  |  |
|----------------------------------|--|--|--|
|                                  |  |  |  |

**INCORRECT ADDRESS**

| NUMBER CORRECTED TESTED COMPLETE |  |  |  |
|----------------------------------|--|--|--|
|                                  |  |  |  |

**MSAG-STREET RANGE/COMMUNITY**

| NUMBER CORRECTED TESTED COMPLETE |   |  |   |
|----------------------------------|---|--|---|
| 1                                | 1 |  | 1 |

**ASSIGNED ADDRESSES-UNINCORPORATED  
NEW ROADS (NEW MSAG LISTING)**

|   |
|---|
| 3 |
|   |

**TOTAL ERRORS  
TOTAL ERRORS CLEARED**

|   |
|---|
| 9 |
| 3 |

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF DECEMBER 2003  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

| CATEGORY                    | BEGIN PENDING | CODE | NEW FILED  | REINSTATED | DISPOSED     | END PENDING 2003 | END PENDING 2002 |
|-----------------------------|---------------|------|------------|------------|--------------|------------------|------------------|
| Adoption                    | 25            | AD   | 8          | 0          | 11           | 22               | 27               |
| Arbitration                 | 355           | 196  | 51         | 11         | 184          | 233              | 497              |
| Chancery                    | 196           | CH   | 22         | 0          | 26           | 192              | 158              |
| Dissolution of Marriage     | 598           | D    | 47         | 0          | 75           | 570              | 520              |
| Eminent Domain              | 2             | ED   | 0          | 0          | 1            | 1                | 4                |
| Family                      | 226           | F    | 25         | 0          | 61           | 190              | 150              |
| Law => \$50,000 - Jury      | 248           | L    | 16         | 0          | 24           | 240              | 269              |
| Law = > \$50,000 - Non-Jury | 160           | L    | 15         | 0          | 4            | 171              | 128              |
| Law = < \$50,000 - Jury     | 15            | LM   | 0          | 0          | 5            | 10               | 18               |
| Law = < \$50,000 - Non-Jury | 212           | LM   | 66         | 2          | 177          | 103              | 236              |
| Municipal Corporation       | 1             | MC   | 0          | 0          | 0            | 1                | 0                |
| Mental Health               | 14            | MH   | 11         | 0          | 10           | 15               | 6                |
| Miscellaneous Remedy        | 174           | MR   | 16         | 0          | 13           | 177              | 128              |
| Order of Protection         | 8             | OP   | 10         | 0          | 10           | 8                | 13               |
| Probate                     | 1,115         | P    | 24         | 0          | 26           | 1,113            | 1,096            |
| Small Claim                 | 702           | SC   | 211        | 36         | 492          | 457              | 681              |
| Tax                         | 10            | TX   | 0          | 0          | 1            | 9                | 12               |
| <b>TOTAL CIVIL</b>          | <b>4,061</b>  |      | <b>522</b> | <b>49</b>  | <b>1,120</b> | <b>3,512</b>     | <b>3,943</b>     |

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES  
 DURING THE MONTH OF DECEMBER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

|                      | BEGIN PENDING | CODE | NEW FILED | NO. OF DEFTS. NEW | REINSTATED | DISPOSED | END PENDING 2003 | END PENDING 2002 |
|----------------------|---------------|------|-----------|-------------------|------------|----------|------------------|------------------|
| CONTEMPT OF COURT    | 7             | C.C. | 1         | 1                 | 0          | 3        | 5                | 3                |
| CRIMINAL FELONY      | 865           | CF   | 102       | 102               | 1          | 124      | 844              | 920              |
| CRIMINAL MISDEMEANOR | 1,121         | CM   | 180       | 180               | 18         | 302      | 1,017            | 1,175            |
| TOTAL CRIMINAL       | 1,993         |      | 283       | 283               | 19         | 429      | 1,866            | 2,098            |

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE MONTH OF DECEMBER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

| CATEGORY                 | BEGIN PENDING | CODE | NEW FILED | NO. OF DEFTS. NEW | REINSTATED | DISPOSED | END PENDING 2003 | END PENDING 2002 |
|--------------------------|---------------|------|-----------|-------------------|------------|----------|------------------|------------------|
| JUVENILE                 | 34            | J    | 1         | 1                 | 2          | 3        | 34               | 49               |
| JUVENILE ABUSE & NEGLECT | 197           | JA   | 12        | 21                | 0          | 17       | 192              | 186              |
| JUVENILE DELINQUENT      | 105           | JD   | 9         | 9                 | 12         | 38       | 88               | 107              |
| TOTAL JUVENILE           | 336           |      | 22        | 31                | 14         | 58       | 314              | 342              |

REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE MONTH OF DECEMBER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

| CATEGORY                    | BEGIN PENDING | CODE | NEW FILED | REINSTATED | DISPOSED | ADJUST-MENT | END PENDING 2003 | END PENDING 2002 |
|-----------------------------|---------------|------|-----------|------------|----------|-------------|------------------|------------------|
| CONSERVATION VIOLATION      | 24            | CV   | 2         | 0          | 5        | -4          | 17               | 35               |
| DRIVING UNDER THE INFLUENCE | 399           | DT   | 85        | 0          | 66       | -24         | 394              | 454              |
| ORDINANCE VIOLATION         | 917           | OV   | 147       | 0          | 164      | -22         | 878              | 765              |
| TRAFFIC VIOLATION           | 18,534        | TR   | 3,629     | 21         | 3,393    | -2,240      | 16,551           | 21,961           |
| TOTALS:                     | 19,874        |      | 3,863     | 21         | 3,628    | -2,290      | 17,840           | 23,215           |



**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**DURING THE MONTH OF DECEMBER 2003**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

| NOLLE | NOT CONVICTED |                        |           |                      |              |            | CONVICTED   |             |            | TOTAL DEFENDANTS DISPOSED OF |
|-------|---------------|------------------------|-----------|----------------------|--------------|------------|-------------|-------------|------------|------------------------------|
|       | S.O.L.        | REDUCED TO MISDEMEANOR | DISMISSED | OTHER <sup>(2)</sup> | ACQUITTED BY |            | GUILTY PLEA | BENCH TRIAL | JURY TRIAL |                              |
|       |               |                        |           |                      | BENCH TRIAL  | JURY TRIAL |             |             |            |                              |
| 10    | 0             | 9                      | 0         | 0                    | 0            | 2          | 99          | 1           | 3          | 124                          |

<sup>3</sup>  
(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

\*1 Case was NOT GUILTY for reason of insanity

1 Case was let on pending that was term in August

**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**THROUGH THE MONTH OF DECEMBER, 2003**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

|       | NOT CONVICTED |        |                        |           |          |              |            |             |             |            | CONVICTED |     |  | TOTAL DEFENDANTS DISPOSED OF |
|-------|---------------|--------|------------------------|-----------|----------|--------------|------------|-------------|-------------|------------|-----------|-----|--|------------------------------|
|       | NOLLE         | S.O.L. | REDUCED TO MISDEMEANOR | DISMISSED | OTHER(2) | ACQUITTED BY |            | GUILTY PLEA | BENCH TRIAL | JURY TRIAL |           |     |  |                              |
|       |               |        |                        |           |          | BENCH TRIAL  | JURY TRIAL |             |             |            |           |     |  |                              |
| JAN   | 29            | 0      | 34                     | 0         | 0        | 0            | 2          | 2           | 93          | 1          | 3         | 162 |  |                              |
| FEB   | 19            | 0      | 19                     | 0         | *2       | 2            | 2          | 73          | 1           | 2          | 120       |     |  |                              |
| MAR   | 11            | 0      | 13                     | 0         | 0        | 0            | 1          | 65          | 0           | 0          | 90        |     |  |                              |
| APR   | 28            | 0      | 19                     | 0         | 1*       | 2            | 1          | 87          | 0           | 2          | 140       |     |  |                              |
| MAY   | 16            | 0      | 21                     | 0         | 0        | 0            | 1          | 63          | 1           | 2          | 104       |     |  |                              |
| JUNE  | 16            | 0      | 8                      | 1         | 0        | 1            | 0          | 55          | 5           | 2          | 88        |     |  |                              |
| JULY  | 24            | 0      | 16                     | 1         | 0        | 0            | 2          | 71          | 0           | 0          | 114       |     |  |                              |
| AUG   | 23            | 0      | 7                      | 1         | 0        | 1            | 1          | 89          | 0           | 1          | 123       |     |  |                              |
| SEPT  | 14            | 0      | 6                      | 1         | 0        | 0            | 1          | 67          | 1           | 2          | 92        |     |  |                              |
| OCT   | 17            | 0      | 19                     | 0         | 1        | 3            | 3          | 85          | 1           | 1          | 130       |     |  |                              |
| NOV   | 15            | 0      | 9                      | 0         | *2       | 1            | 0          | 77          | 1           | 3          | 108       |     |  |                              |
| DEC   | 10            | 0      | 9                      | 0         | 0        | 0            | 2          | 99          | 1           | 3          | 124       |     |  |                              |
| TOTAL | 222           | 0      | 180                    | 4         | 6        | 10           | 16         | 924         | 12          | 21         | 1,395     |     |  |                              |

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

\*NOT GUILTY BY DIRECTED VERDICT



**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE MONTH OF DECEMBER 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 103  
(FROM REPORT F)

FELONY SENTENCE TABLE

|                | CLASS M  | CLASS X  | CLASS 1   | CLASS 2   | CLASS 3   | CLASS 4   | TOTALS     |
|----------------|----------|----------|-----------|-----------|-----------|-----------|------------|
| 1. DEATH       | 0        | 0        | 0         | 0         | 0         | 0         | 0          |
| 2. LIFE        | 0        | 0        | 0         | 0         | 0         | 0         | 0          |
| 3. IDOC        | 0        | 3        | 7         | 8         | 10        | 22        | 50         |
| 4. PROBATION   | 0        | 0        | 3         | 7         | 17        | 25        | 52         |
| 5. OTHER       | 0        | 0        | 0         | 0         | 0         | 1         | 1          |
| <b>TOTALS:</b> | <b>0</b> | <b>3</b> | <b>10</b> | <b>15</b> | <b>27</b> | <b>48</b> | <b>103</b> |

\* Conditional Discharge

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE MONTH OF DECEMBER 2003  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

|               | <u>EMERGENCY</u> | <u>INTERIM</u> | <u>PLENARY</u> |
|---------------|------------------|----------------|----------------|
| DIVORCE       | 4                | 0              | 1              |
| FAMILY (OP)   | 6                | 0              | 3              |
| CRIMINAL      | 5                | 1              | 1              |
| <b>TOTAL:</b> | 15               | 1              | 5              |

REPORT 1

AGE OF PENDING CASES

McLEAN COUNTY ELEVENTH CIRCUIT  
 PERIOD ENDING: 12/31/03  
 PREPARED BY: PHYLLIS NELSON

| TYPE OF CASE            | CODE | YEAR FILED  |            |            |            |            | PRIOR TO 1999 | TOTAL       |
|-------------------------|------|-------------|------------|------------|------------|------------|---------------|-------------|
|                         |      | 2003        | 2002       | 2001       | 2000       | 1999       |               |             |
|                         |      | AD          | 21         | 1          | 0          | 0          |               |             |
| AR                      | 179  | 46          | 7          | 1          | 0          | 0          | 233           |             |
| CH                      | 143  | 28          | 8          | 5          | 1          | 7          | 192           |             |
| DISSOLUTION OF MARRIAGE | D    | 358         | 151        | 35         | 13         | 6          | 7             | 570         |
| EMINENT DOMAIN          | ED   | 1           | 0          | 0          | 0          | 0          | 0             | 1           |
| FAMILY                  | F    | 151         | 27         | 10         | 2          | 0          | 0             | 190         |
| LAW OVER                | L    | 178         | 119        | 59         | 27         | 16         | 12            | 411         |
| LAW UNDER               | LM   | 85          | 14         | 4          | 3          | 3          | 4             | 113         |
| MENTAL HEALTH           | MH   | 12          | 3          | 0          | 0          | 0          | 0             | 15          |
| MISCELLANEOUS REMEDY    | MR   | 67          | 29         | 26         | 23         | 23         | 9             | 177         |
| MUNICIPAL CORPORATION   | MC   | 1           | 0          | 0          | 0          | 0          | 0             | 1           |
| ORDERS OF PROTECTION    | OP   | 8           | 0          | 0          | 0          | 0          | 0             | 8           |
| PROBATE                 | P    | 260         | 172        | 112        | 110        | 66         | 393           | 1113        |
| SMALL CLAIMS            | SC   | 435         | 16         | 2          | 3          | 0          | 1             | 457         |
| TAX                     | T    | 1           | 1          | 1          | 1          | 1          | 4             | 9           |
| <b>TOTAL CIVIL</b>      |      | <b>1900</b> | <b>607</b> | <b>264</b> | <b>188</b> | <b>116</b> | <b>437</b>    | <b>3512</b> |

This form is to be used annually to report the age of all active pending cases. Report the number of cases remaining open in each category by the year in which filed. Exclude cases on the warrant calendar. Reinstated cases should be aged from the date of reinstatement. Exclude post-judgment actions.

REPORT 1 CONTINUED

AGE OF PENDING CASES

PREPARED BY: PHYLLIS NELSON McLEAN COUNTY ELEVENTH CIRCUIT PERIOD ENDING: 12-31-03

|                      | YEAR FILED | YEAR FILED |      |      |      | PRIOR TO 1999 |      |
|----------------------|------------|------------|------|------|------|---------------|------|
|                      |            | 2003       | 2002 | 2001 | 2000 |               | 1999 |
| CONTEMPT OF COURT    | CC         | 5          | 0    | 0    | 0    | 0             | 5    |
| CRIMINAL FELONY      | CF         | 644        | 90   | 34   | 28   | 13            | 844  |
| CRIMINAL MISDEMEANOR | CM         | 735        | 89   | 75   | 61   | 20            | 1017 |
| TOTAL CRIMINAL       |            | 1384       | 179  | 109  | 89   | 33            | 1866 |

|                          | YEAR FILED | YEAR FILED |      |      |      | PRIOR TO 1999 |      |
|--------------------------|------------|------------|------|------|------|---------------|------|
|                          |            | 2003       | 2002 | 2001 | 2000 |               | 1999 |
| JUVENILE                 | J          | 5          | 6    | 4    | 2    | 1             | 34   |
| JUVENILE ABUSE & NEGLECT | JA         | 94         | 42   | 18   | 16   | 10            | 192  |
| JUVENILE DELINQUENT      | JD         | 51         | 22   | 11   | 2    | 1             | 88   |
| TOTAL JUVENILE           |            | 150        | 70   | 33   | 20   | 12            | 314  |

| TYPE OF CASE                | CODE | YEAR FILED |      |      |      | PRIOR TO 1999 | TOTAL |
|-----------------------------|------|------------|------|------|------|---------------|-------|
|                             |      | 2003       | 2002 | 2001 | 2000 |               |       |
| CONSERVATION VIOLATION      | CV   | 7          | 0    | 0    | 0    | 0             | 17    |
| DRIVING UNDER THE INFLUENCE | DT   | 317        | 49   | 16   | 4    | 4             | 394   |
| ORDINANCE VIOLATION         | OV   | 578        | 81   | 10   | 16   | 22            | 878   |
| TRAFFIC VIOLATION           | TR   | 7292       | 983  | 929  | 1064 | 514           | 16551 |
| TOTAL TRAFFIC               |      | 8194       | 1113 | 955  | 1084 | 540           | 17840 |

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE 4TH QUARTER 2003  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

| CATEGORY                    | BEGIN PENDING | CODE | NEW FILED    | REINSTATED | DISPOSED     | ADJUST    | END PENDING 2003 | END PENDING 2002 |
|-----------------------------|---------------|------|--------------|------------|--------------|-----------|------------------|------------------|
| Adoption                    | 26            | AD   | 26           | 0          | 30           |           | 22               | 27               |
| Arbitration                 | 344           | AR   | 151          | 42         | 304          |           | 233              | 497              |
| Chancery                    | 188           | CH   | 69           | 0          | 65           |           | 192              | 158              |
| Dissolution of Marriage     | 585           | D    | 153          | 1          | 169          |           | 570              | 520              |
| Eminent Domain              | 2             | ED   | 0            | 0          | 1            |           | 1                | 4                |
| Family                      | 238           | F    | 84           | 0          | 132          |           | 190              | 150              |
| Law => \$50,000 - Jury      | 253           | L    | 28           | 0          | 41           | 29        | 269              | 269              |
| Law = > \$50,000 - Non-Jury | 144           | L    | 37           | 0          | 10           | -30       | 141              | 128              |
| Law = < \$50,000 - Jury     | 16            | LM   | 0            | 0          | 6            |           | 10               | 18               |
| Law = < \$50,000 - Non-Jury | 235           | LM   | 188          | 7          | 327          |           | 103              | 236              |
| Municipal Corporation       | 0             | MC   | 1            | 0          | 0            |           | 1                | 0                |
| Mental Health               | 11            | MH   | 23           | 0          | 19           |           | 15               | 6                |
| Miscellaneous Remedy        | 162           | MR   | 82           | 0          | 67           |           | 177              | 128              |
| Order of Protection         | 13            | OP   | 32           | 0          | 37           |           | 8                | 13               |
| Probate                     | 1,126         | P    | 68           | 0          | 81           |           | 1,113            | 1,096            |
| Small Claim                 | 663           | SC   | 591          | 99         | 896          |           | 457              | 681              |
| Tax                         | 10            | TX   | 0            | 0          | 1            |           | 9                | 12               |
| <b>TOTAL CIVIL</b>          | <b>4,016</b>  |      | <b>1,533</b> | <b>149</b> | <b>2,186</b> | <b>-1</b> | <b>3,511</b>     | <b>3,943</b>     |

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES  
 DURING THE FOURTH QUARTER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

|                      | BEGIN PENDING | CODE | NEW FILED | NO. OF DEFTS. NEW | REINSTATED | DISPOSED | END PENDING 2003 | END PENDING 2002 |
|----------------------|---------------|------|-----------|-------------------|------------|----------|------------------|------------------|
| CONTEMPT OF COURT    | 7             | C.C. | 6         | 6                 | 0          | 8        | 5                | 3                |
| CRIMINAL FELONY      | 860           | CF   | 343       | 343               | 3          | 362      | 844              | 920              |
| CRIMINAL MISDEMEANOR | 1,134         | CM   | 558       | 558               | 19         | 694      | 1,017            | 1,175            |
| TOTAL CRIMINAL       | 2,001         |      | 907       | 907               | 22         | 1,064    | 1,866            | 2,098            |

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE FOURTH QUARTER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

| CATEGORY                 | BEGIN PENDING | CODE | NEW FILED | NO. OF DEFTS. NEW | REINSTATED | DISPOSED | END PENDING 2003 | END PENDING 2002 |
|--------------------------|---------------|------|-----------|-------------------|------------|----------|------------------|------------------|
| JUVENILE                 | 35            | J    | 2         | 2                 | 2          | 5        | 34               | 49               |
| JUVENILE ABUSE & NEGLECT | 192           | JA   | 31        | 54                | 0          | 31       | 192              | 186              |
| JUVENILE DELINQUENT      | 91            | JD   | 32        | 32                | 28         | 63       | 88               | 107              |
| TOTAL JUVENILE           | 318           |      | 65        | 88                | 30         | 99       | 314              | 342              |

REPORT D  
ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
DURING THE FOURTH QUARTER 2003  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

| CATEGORY                    | BEGIN PENDING | CODE | NEW FILED | REINSTATED | DISPOSED | ADJUSTMENTS | END PENDING 2003 | END PENDING 2002 |
|-----------------------------|---------------|------|-----------|------------|----------|-------------|------------------|------------------|
| CONSERVATION VIOLATION      | 21            | CV   | 10        | 0          | 10       | -4          | 17               | 35               |
| DRIVING UNDER THE INFLUENCE | 439           | DT   | 230       | 0          | 251      | -24         | 394              | 454              |
| ORDINANCE VIOLATION         | 859           | OV   | 634       | 0          | 593      | -22         | 878              | 765              |
| TRAFFIC VIOLATION           | 20,220        | TR   | 9,288     | 142        | 10,859   | -2,240      | 16,551           | 21,961           |
| <b>TOTALS:</b>              | 21,539        |      | 10,162    | 142        | 11,713   | -2,290      | 17,840           | 23,215           |



**REPORT NO. E**  
**TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT**  
**IN ALL CATEGORIES**  
**DURING THE 4<sup>TH</sup> QUARTER OF 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

| CASE NUMBER | FILING DATE | DATE OF VERDICT |
|-------------|-------------|-----------------|
| 01 L 208    | 12/5/01     | 10/31/03        |
| 03 CF 450   | 5/9/03      | 10/9/03         |
| 00 CF 622   | 5/18/00     | 10/16/03        |
| 03 OV 713   | 5/27/03     | 10/14/03        |
| 02 CF 82    | 1/17/02     | 10/29/03        |
| 03 CM 1433  | 9/8/03      | 11/12/03        |
| 03 CF 641   | 7/8/03      | 11/12/03        |
| 03 CM 746   | 5/16/03     | 11/14/03        |
| 03 CM 664   | 5/7/03      | 11/14/03        |
| 03 TR 14660 | 6/27/03     | 11/10/03        |
| 03 TR 16316 | 7/17/03     | 11/13/03        |
| 00 L 207    | 12/8/00     | 11/25/03        |
| 03 TR 22627 | 10/9/03     | 12/9/03         |
| 02 DT 219   | 4/1/02      | 12/11/03        |
| 00 L 94     | 5/17/00     | 12/16/03        |
| 01 L 72     | 4/30/01     | 12/16/03        |
| 01 L 90     | 5/18/01     | 12/18/03        |
| 02 CF 1512  | 12/24/02    | 12/5/03         |
| 03 CF 810   | 8/25/03     | 12/3/03         |
| 03 CF 829   | 8/28/03     | 12/10/03        |
| 03 CM 1086  | 7/14/03     | 12/9/03         |
| 03 CM 1575  | 10/2/03     | 12/9/03         |
| 03 CF 398   | 4/23/03     | 12/11/03        |
| 03 CF 715   | 7/30/03     | 12/16/03        |

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**DURING THE 4<sup>th</sup> QUARTER 2003**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**MCLEAN COUNTY**

|       |        | NOT CONVICTED             |           |          |                |               | CONVICTED      |                |               | TOTAL<br>DEFENDANTS<br>DISPOSED OF |
|-------|--------|---------------------------|-----------|----------|----------------|---------------|----------------|----------------|---------------|------------------------------------|
| NOLLE | S.O.L. | REDUCED TO<br>MISDEMEANOR | DISMISSED | OTHER(2) | ACQUITTED BY   |               | GUILTY<br>PLEA | BENCH<br>TRIAL | JURY<br>TRIAL |                                    |
|       |        |                           |           |          | BENCH<br>TRIAL | JURY<br>TRIAL |                |                |               |                                    |
| 42    | 0      | 37                        | 0         | 3*       | 4              | 5             | 261            | 3              | 7             | 362                                |

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

- 1 CASE WAS NOT GUILTY FOR REASON OF INSANITY
- 1 CASE WAS LET ON PENDING THAT WAS TERM IN AUGUST

**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE 4<sup>th</sup> QUARTER OF 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 271  
(FROM REPORT F)

FELONY SENTENCE TABLE

|                | CLASS M  | CLASS X  | CLASS 1   | CLASS 2   | CLASS 3   | CLASS 4    | TOTALS     |
|----------------|----------|----------|-----------|-----------|-----------|------------|------------|
| 1. DEATH       | 0        | 0        | 0         | 0         | 0         | 0          | 0          |
| 2. LIFE        | 0        | 0        | 0         | 0         | 0         | 0          | 0          |
| 3. IDOC        | 0        | 9        | 23        | 29        | 30        | 40         | 131        |
| 4. PROBATION   | 0        | 0        | 4         | 16        | 43        | 73         | 136        |
| 5. OTHER       | 0        | 0        | 0         | 0         | 0         | 4          | 4          |
| <b>TOTALS:</b> | <b>0</b> | <b>9</b> | <b>27</b> | <b>45</b> | <b>73</b> | <b>117</b> | <b>271</b> |

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE 4th QUARTER OF 2003  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

|               | <u>EMERGENCY</u> | <u>INTERIM</u> | <u>PLENARY</u> |
|---------------|------------------|----------------|----------------|
| DIVORCE       | 6                | 0              | 1              |
| FAMILY (OP)   | 21               | 2              | 9              |
| CRIMINAL      | 11               | 2              | 8              |
| <b>TOTAL:</b> | 38               | 4              | 18             |

**Office of the Coroner  
McLean County  
DECEMBER 2003 REPORT**

|                             | <b>DEC 2003</b> | <b>DEC 2002</b> | <b>TYTD 2003</b> | <b>LYTD 2002</b> |
|-----------------------------|-----------------|-----------------|------------------|------------------|
| <i>Cases</i>                | <b>69</b>       | <b>84</b>       | <b>818</b>       | <b>772</b>       |
| <i>Autopsies</i>            | <b>10</b>       | <b>11</b>       | <b>116</b>       | <b>110</b>       |
| <i>Out/County Autopsies</i> | <b>26</b>       | <b>20</b>       | <b>274</b>       | <b>145</b>       |
| <i>Inquests</i>             | <b>7</b>        | <b>2</b>        | <b>63</b>        | <b>67</b>        |

**TOTAL DEPOSITS**

|                                | <b>BUDGET</b>      | <b>ACTUAL</b>      |
|--------------------------------|--------------------|--------------------|
| <i>Copy Fees</i>               | <b>\$6,000.00</b>  | <b>\$8574.00</b>   |
| <i>Morgue Fees</i>             | <b>\$18,750.00</b> | <b>\$50,668.88</b> |
| <i>Reim/Services</i>           | <b>\$500.00</b>    | <b>\$55.93</b>     |
| <i>Paid to Facilities Mgt.</i> | <b>\$0</b>         | <b>\$10,584.00</b> |

**DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP**

Traffic Crash – 1

Medical/Sudden death – 4

Homicide - 0

Other (pending tox. & autopsy results and/or inquest ruling) – 5

**OPEN DEATH INVESTIGATIONS**

Traffic Crash – 4

Homicide – 0

Medical/Sudden death – 7

Other/Pending - 15

**McLean County Coroner's Office**  
**Coroner Beth C. Kimmerling, RN, MFS**  
**2003 Year End Report**



Gary Morefield, Judy Mowery, David Killian,  
Barb Nafziger, and Beth Kimmerling

The figures compiled for this annual report provide the citizens of McLean County, our local news media, and the general public with beneficial information concerning the investigations and activities of the Coroner's Office during the year 2003. If you have any questions regarding the information found in this report, please feel free to contact the office at (309) 888-5210.

## **I. Introduction**

The year 2003 will be remembered as the year of the explosion within the Law and Justice Center. Fortunately, the Coroner's Office sustained little damage during the actual event. Loss of power and restricted office access were the largest inconveniences experienced by the staff. The explosion and subsequent rendering of the county building off limits gave the office the opportunity to put into place its disaster management plan. Interestingly enough, the Coroner's Office plan did not include a provision if its own morgue was incapacitated. As such, McLean County death investigations were transported to Will County for purpose of autopsy examinations. However prior to the end of week one, arrangements were made to perform autopsies at OSF St. Joseph Medical Center. Disaster plans did include the correct procedures to obtain refrigerated trucks and procurement of a single truck went smoothly. Coroner's Inquests were canceled once during this time period for lack of space. The Coroner's Office was one of the first departments allowed back into the Law and Justice Center, and for that the staff was quite grateful.

The explosion notwithstanding, Coroner's Office records were again broken in the year 2003. The number of deaths reported to the office was 818 compared to 772 in the year 2002, and there were 116 McLean County autopsies performed. Attached please find Appendix A, which is a list of all the autopsies performed by the McLean County Coroner's Office in 2003. The list includes the age and sex of the decedent, the Coroner's reason for performing the autopsy, the autopsy results, toxicology results, and inquest results (if necessary).

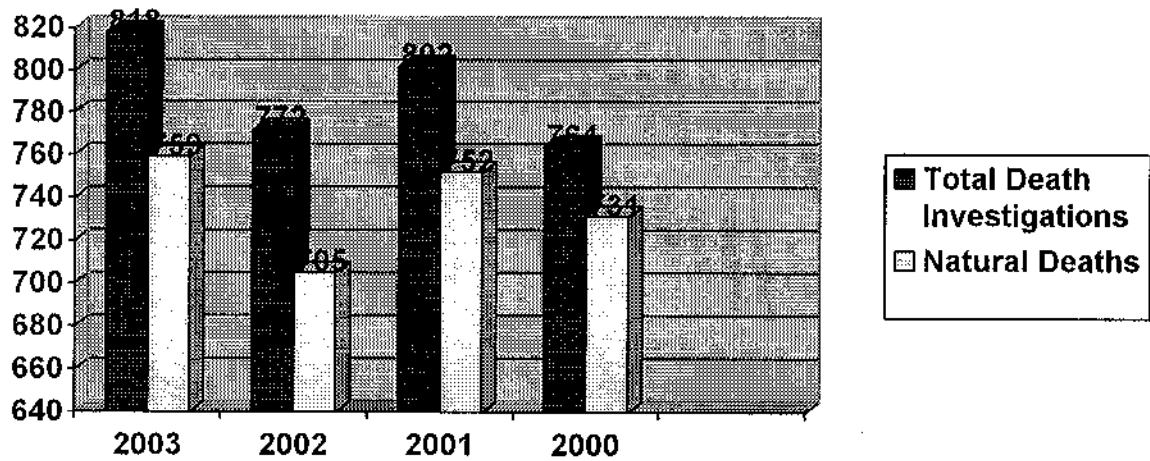
The McLean County morgue hosted 274 out of county cases in 2003. A 53 percent increase over last year. The reputation of McLean County's board certified forensic pathologist along with the services provided by the office make the McLean County morgue the preferred autopsy site for many counties within central Illinois.

Therefore the total number of autopsies performed in the McLean County morgue in 2003 was 390. There has not been a time in documented Coroner's Office history when the total number of autopsies was this great. Prior to this year, the largest number of cases documented was in 1996 with a total of 289 autopsies – 101 cases less than this year.

Forty-seven of the 116 autopsies performed resulted in natural causes, and as such, no Coroner's Inquest was necessary. Sixty-six percent of these cases were individuals in their 40's, 50's, and 60's who died suddenly and unexpectedly. The most often seen causes of death in these persons were coronary atherosclerosis (narrowing of the coronary arteries due to plaque formation) and hypertensive

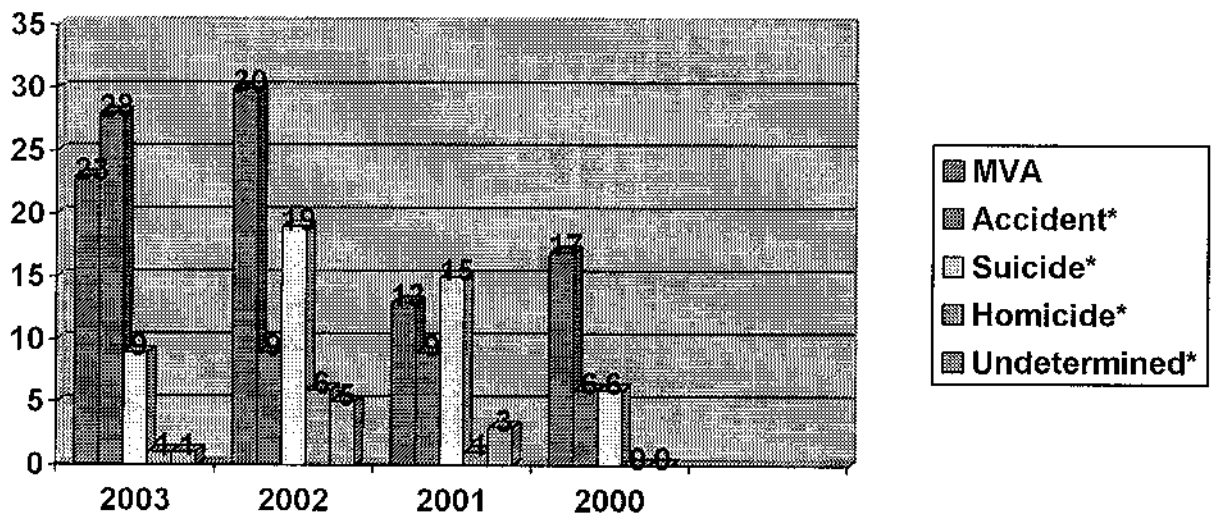
cardiovascular disease (an enlarged heart due to high blood pressure) – causes of death that are preventable.

### Manner of Death Classification



In 2003, there were 59 deaths (with 11 cases pending) that required a Coroner's Inquest to determine the individual's cause and manner of death – compared to 67 in 2002 (see above chart).

- If the manner of death is not natural, then it falls into one of the following categories: homicide, suicide, accidental (including motor vehicle incidents), or undetermined. The chart below shows the trends in non-natural deaths:



\* Please note that these 2003 totals are subject to change. There are 11 pending cases.



### **Motor Vehicle Deaths (23 total)**

|            |    |                 |   |                |   |
|------------|----|-----------------|---|----------------|---|
| Driver     | 10 | Passenger-Front | 6 | Passenger-Rear | 2 |
| Pedestrian | 1  | Motorcycle      | 4 |                |   |

Of the 22 fatalities involving the driver and/or passenger of a motorized vehicle, 10 of the victims were not wearing seatbelts. Alcohol and/or drugs were involved in 35 percent (or 8 out of 23) of these cases. Thirteen decedents were male and 10 were female. The age range was from 9 to 91 years old with the majority of deaths comprising individuals in their 20's and 50's.

### **Accidental Deaths \* (28 total)**

|               |    |           |   |                |   |
|---------------|----|-----------|---|----------------|---|
| Drug Overdose | 13 | Fall      | 7 | Medical Mishap | 3 |
| Cold Exposure | 1  | Overlay   | 1 | Train          | 1 |
| Electrocution | 1  | Workplace | 1 |                |   |

Accidental death investigations may be complicated and almost always involve more personnel hours than the average case. It has been at least 13 years since the accidental manner of death (*not including* motor vehicle related deaths) has been the leading category of deaths for McLean County. The drugs involved in the overdose deaths include various combinations of alcohol, cocaine, heroin, methadone, methamphetamine, and dextromethorphan (non-prescription cough medicine). Falls that resulted in death primarily occurred at the decedent's residence; the overlay death involved a mother co-sleeping with her child on a sofa, and the train vs. pedestrian incident occurred in Lexington. Eighteen of the victims were male and 10 were female.

### **Suicides \* (9 total)**

|                |   |
|----------------|---|
| Hanging        | 5 |
| Gunshot        | 2 |
| Drug Ingestion | 2 |

Five of the suicide victims were male; 4 victims were female. The age range for victims was 18 to 87 years old with 56 percent between the ages of 22 and 24. Whereas the trend in the past has been that the majority of victims were middle-aged males who were newly separated and/or divorced and experiencing financial problems, the trend this year indicates that the majority of victims were young men *and* women suffering from a mentally illness (including depression).

*Special Section: McLean County Survivors of Suicide (SOS)*

In 2002, Chief Deputy Coroner Barb Nafziger was instrumental in assisting local therapists with forming a support group for survivors of suicide. Barb continues to remain active within the SOS group. She is one of the community points of contact for this group and presently is the group's facilitator. This group meets the first and third Wednesday of every month and assists those families who have lost a loved one to suicide.

**Homicides \* (1 total)**

Gunshot                      1

A Coroner's jury shall rule a death a homicide when the evidence indicates that a person took another person's life. Reckless homicide, involuntary manslaughter, or second degree murder are not options in the Coroner's system. The one case to date that has been ruled a homicide involved the shooting incident at Miller Park in Bloomington.

**Undetermined Deaths \* (1 total)**

Medical Mishap            1

An undetermined manner of death occurs when a Coroner's jury at the inquest could not clearly determine the circumstances surrounding the death (either evidence was insufficient or deliberation was inconclusive). For example, whether a gunshot wound was intentional or accidental. The one undetermined death in 2003 was as a result of hemorrhage following a surgical procedure.

**II. Miscellaneous Coroner's Office Items**

- The office issued 108 death certificates and signed 315 cremation permits. The Coroner must sign all cremations as a final check and balance, and as such, the County receives \$10 for every permit signed.
- Coroner Kimmerling conducted 59 inquests in 2003, with 11 pending inquest cases. Again, these 11 cases are not reflected in this year-end report.
- The youthful DUI program, a joint program between the Coroner's Office and Court Services, had 41 juvenile offenders make initial contact with our office and enter the program. Another 57 offenders successfully completed the program.

- The Diversionary Program for Juvenile Probation is a regularly scheduled tour and presentation program. Classes are held every 6-8 weeks in conjunction with Court Services. There are approximately 20 juveniles in each class, and parents are encouraged to attend as well.
- The Coroner's Office referred 31 cases to the American Red Cross and 20 cases to the Gailey Eye Bank for tissue and/or organ donations.
- Alzheimer's research continues on a limited basis. Currently, there are 15 persons enrolled in this brain procurement program. Four individuals donated their brains for Alzheimer's research in 2003.

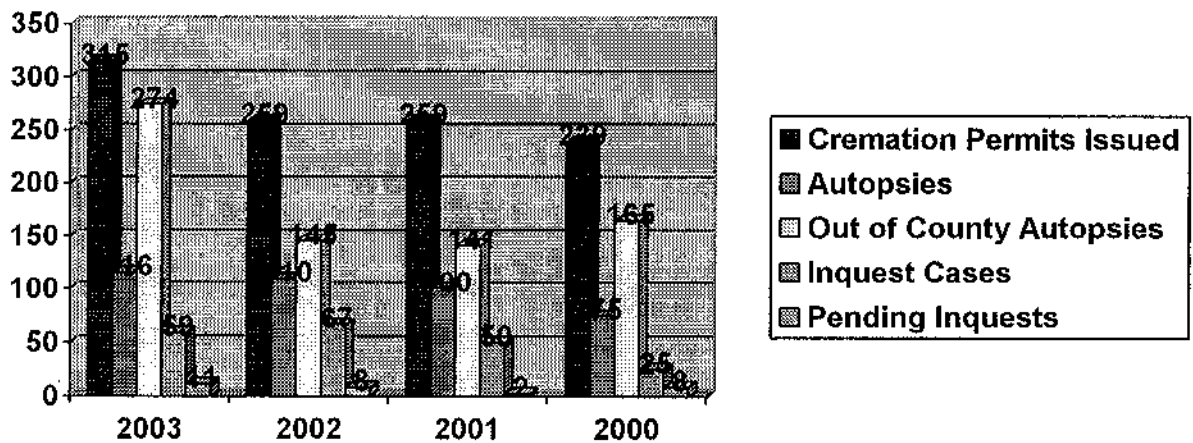
### III. Morgue Management

McLean County autopsies, in addition to out of county cases, are at an all time high for the third consecutive year. Peoria and Champaign counties continue to be without forensic pathologists to staff their respective morgues. The following counties utilized the morgue and its pathology services in 2003:

|            |           |                                |
|------------|-----------|--------------------------------|
| Peoria     | 102 cases |                                |
| Champaign  | 38        |                                |
| Vermillion | 38        |                                |
| Livingston | 26        |                                |
| LaSalle    | 23        |                                |
| DeWitt     | 17        |                                |
| Ford       | 13        |                                |
| Iroquois   | 6         |                                |
| Woodford   | 6         |                                |
| Logan      | 3         |                                |
| Bureau     | 1         |                                |
| Mason      | 1         | Total: 274 Out of County Cases |

Although experiencing an increase in its own cases, in addition to nearly double the amount of out of county casework, the Coroner's Office continues to try and maintain morgue operations and associated costs.

The following chart illustrates the past four year trend in McLean County autopsies, out of county autopsies, the number of cremation permits signed, and the number of inquests held:



#### IV. Education/Public Service

The Coroner’s Office was co-sponsor of the 2003 McLean County Funeral Director’s Association Fall Continuing Education Program held in November 2003. Over 45 people from across the entire state of Illinois were in attendance. Presenters included Forensic Pathologist Dr. Bryan Mitchell, Accident Reconstructionist Tony Becker, ‘Gift of Hope’ Funeral Service and Forensic Liaison Melissa Johnson Williams, and Coroner Beth Kimmerling.

One of the Coroner’s goals set for 2003 was to visit with all area Fire and Emergency Medical Service agencies in order to review basic death investigation protocol. Classes have been held in Lexington and are scheduled in Heyworth and Bloomington.

Autopsy viewing experiences were offered to all three nursing programs in the area, and several students from Illinois State University took advantage of this opportunity.

During 2003, Coroner Kimmerling was honored to speak at many different organizations. The topics of her talks ranged from the Coroner’s role within the community to Forensic Nursing to why a career as Coroner. These groups included:

- Tri-Valley High School Dare Graduation
- DUI Impact Panel
- Illinois State University SADD Banquet
- CPCU Society Annual Dinner
- Bloomington High School Business Law class
- Red Cross Disaster Services
- Parents of Murdered Children Remembrance Ceremony
- State Farm Professional Group (with Chief Deputy Nafziger)
- Mennonite School of Nursing-Anatomy & Physiology class

- Illinois Wesleyan Forensic Anthropology class
- Bloomington Police Department's Senior Outreach Program
- McLean County 4-H Federation
- Mennonite School of Nursing-Community Health Nursing class
- Bloomington Kiwanis

Chief Deputy Nafziger presented "How to Communicate with Grieving Callers" at PATH and a basic forensic science review for Normal Community High School's advanced biology class. Besides being responsible for the driver's education tours and talks, Deputy Coroner David Killian assisted with the coordination of mock DUI programs at Normal Community West High School, Normal Community High School, and Tri-Valley High School.

During 2003, the following groups toured the Coroner's Office and became reacquainted with the role of the Coroner within the community:

- Illinois State University's Death & Dying class
- Driver's Education programs, including classes from Central Catholic High School, Gridley High School, LeRoy High School, and Reeder's Driving School
- Heyworth Junior Firefighters
- Bloomington High School Health Occupation class
- Normal Community/Normal West High School class
- Juvenile Court Services Diversionary Program
- McLean County SOS
- McLean County Funeral Director's Association
- State Farm Professional Group

#### *Special Section: Internships*

Thanks in part to television, there is a rather large interest in internships within the field of forensic science, and the Coroner's Office receives inquiries on a daily basis as to available opportunities. Chief Deputy Nafziger is responsible for managing our interns. In 2003, the Coroner's Office hosted students from Tri-Valley High School, University High School, LeRoy High School, Heartland College, Illinois Wesleyan University, Illinois State University, Purdue University, Bradley University, and Millikin University. This year, Deputy Killian represented the Coroner's Office at the Illinois Wesleyan Intern Fair.

#### **V. Personnel Changes**

Coroner Beth Kimmerling, Chief Deputy Coroner Barb Nafziger, Deputy Coroner David Killian, and Deputy Coroner Gary Morefield staff the office on a full-time basis. Gary worked for the office in a part-time capacity for the past nine years

and has been training in the full-time position since September 2003. Administrative Deputy Coroner Judy Mowery continues to assist the office on a part-time basis three days per week.

Primary part-time Deputy Coroners, or Deputies who take call at least once per month, include Sarah Dick, Dan Duncan, Randy Wikoff, Deb Phares, and Judy Mowery. Back-up Deputy Coroners, or Deputies in outlying areas who assist the office when a death occurs in his or her community, include Deb Phares (Gridley), Mike O'Grady (Hudson), RD Johnson (LeRoy), David Leach (McLean), Eric Crabtree (Bloomington Township), and Larry Milby (Downs).

## **VI. Training**

The Coroner's Office continued with its goal of having all primary staff complete the American Board of Medicolegal Death Investigators' (ABMDI) certification process (<http://www.slu.edu/organizations/abmdi/certification.shtml>). Deputy Coroners Morefield and Phares are scheduled to take the certification exam in the first quarter of 2004.

During the year 2003, members of the Coroner's Office were able to attend specialized investigative schools and accumulate continuing education credits to keep their certification current. Coroner Kimmerling attended the American College of Forensic Examiners national conference in Scottsdale, Arizona in October 2003. She also participated in the Illinois Coroners and Medical Examiners Association fall continuing education program in Chicago in November 2003.

In March 2003, Chief Deputy Nafziger attended a Mobile Team Unit 8 course "Police Response to Mental Illness" in Normal. She also attended a training class that was sponsored by the Gift of Hope Organ and Tissue Donation Network. This class was held in Springfield in April 2003 and was entitled "Making Donation Happen". Later in April, Barb attended a Basic Police Photography course sponsored by North East Multi-Regional Training (NEMRT) and held in Tinley Park, Illinois. Her final training class was a national conference entitled "Training Program for Ministers of Consolation" sponsored by the National Catholic Ministry to the Bereaved. This conference was held in Toledo, Ohio in July 2003. Topics of study were crisis response, suicide, and opportunities for ministry after murder. Deputy Nafziger's future training goals include pursuing education in mental illness, suicide prevention, specialized criminal investigations, firearms class, and completing her formal education in criminal justice and/or sociology.

Deputy Killian attended the 32-hour training program "Crime Scene Reconstruction—Bloodspatter Interpretation—Profiling an Offender Based Upon

Crime Scene Evidence" in March 2003. This class was held in Findlay, Illinois and was sponsored by the Illinois Coroners and Medical Examiners Association and the East Central Illinois Mobile Law Enforcement Training Team. In August 2003, Deputy Killian along with Deputy Morefield and Deputy Dick attended a local EVOC (emergency vehicle operations) course. And in December 2003, Deputy Killian attended a Mobile Team Unit 8 course entitled "Club Drugs." Deputy Killian has expressed an interest in attending future training seminars on accident reconstruction, evidence retrieval, report writing, firearms, and suicide investigations.

As mentioned above, newly promoted Deputy Morefield attended the EVOC course in August 2003. He also attended the three day Public Agency Training Council's (PACT) course entitled "Death and Homicide." This class was held in September 2003 in Springfield, Illinois. Deputy Morefield's future training interests are evidence room management, firearms, and entomology or buried body training.

Last year, part-time staff indicated an interest in more formal training, and as such in house training opportunities in the areas of organ and tissue donation and basic crime scene photography were held in 2003. Deputy Coroners Dick, Phares, Duncan, and Leach also took advantage of outside continuing educational programs. These programs included EVOC, Death and Homicide, and Passenger Train Emergency Response.

### **VIII. Conclusion**

The year in review for Coroner's Office operations contains several areas of importance: lessons were learned in the area of disaster preparedness; the number of death investigations continues to increase as does the complexity of the cases; the McLean County morgue is the preferred autopsy site for central Illinois; education and public service remain a focal point for Coroner Kimmerling and her staff; and finally, the Coroner's Office is fortunate to be able to maintain its professionalism through training opportunities that advise staff of the advances within the field and assist them in meeting minimum certification requirements.

| Autopsy # | Case # | Sex | Age     | Reason for Autopsy        | Autopsy Results/Cause of Death                      | Seatbelt/ Helmet | Toxicology            | Inquest  |
|-----------|--------|-----|---------|---------------------------|---|------------------|-----------------------|----------|
| 03-009    | 024    | F   | 52      | Sudden death              | Hemorrhagic pontine infarct                         | --               | Negative              | NA       |
| 03-010    | 027    | M   | 88      | No medical history        | Coronary calcification                              | --               | Held                  | NA       |
| 03-024    | 060    | F   | 56      | Possible overdose         | Valproic acid intoxication                          | --               | BAC .062<br>Trazodone | Suicide  |
| 03-026    | 062    | F   | 50      | Sudden death              | Coronary atherosclerosis                            | --               | Does not contribute   | NA       |
| 03-028    | 074    | M   | 44      | MVA                       | Cranial-cerebral injuries                           | Yes              | Negative              | Accident |
| 03-033    | 082    | M   | 22      | Hanging                   | Hanging   | --               | BAC .155              | Suicide  |
| 03-038    | 088    | F   | 82      | Physician refused to sign | Hemothorax due to ruptured thoracic aortic aneurysm | --               | Held                  | NA       |
| 03-039    | 090    | M   | 50      | Train vs. pedestrian      | Multiple internal injuries                          | --               | BAC .382              | Accident |
| 03-040    | 092    | F   | 89      | Ward of the state         | Gastrointestinal hemorrhage                         | --               | Held                  | NA       |
| 03-046    | 109    | M   | 47      | No medical history        | Coronary atherosclerosis                            | --               | Marijuana             | NA       |
| 03-047    | 111    | F   | 61      | Unexpected                | Bronchopneumonia                                    | --               | Does not contribute   | NA       |
| 03-052    | 120    | M   | 46      | Sudden death              | Cocaine intoxication                                | --               | Cocaine               | Accident |
| 03-055    | 126    | M   | 92      | Found outside             | Hypothermia due to cold exposure                    | --               | Negative              | Accident |
| 03-056    | 130    | M   | 48      | Unexpected                | Cocaine intoxication                                | --               | Cocaine<br>BAC .169   | Accident |
| 03-058    | 135    | M   | 50      | Fall                      | Subdural hematoma                                   | --               | Does not contribute   | Accident |
| 03-061    | 147    | F   | 23      | Possible overdose         | Cyanide intoxication                                | --               | Cyanide               | Suicide  |
| 03-064    | 156    | F   | Newborn | Suspicious death          | Asphyxia  | --               | Negative              | Pending  |



| Autopsy # | Case # | Sex | Age | Reason for Autopsy    | Autopsy Results/Cause of Death                  | Seatbelt/Helmet | Toxicology          | Inquest  |
|-----------|--------|-----|-----|-----------------------|---|-----------------|---------------------|----------|
| 03-070    | 169    | F   | 84  | Fall                  | Cold exposure                                   | --              | Does not contribute | Accident |
| 03-071    | 172    | M   | 57  | No medical history    | Hemopericardium                                 | --              | Held                | NA       |
| 03-082    | 188    | M   | 38  | Sudden death          | Coronary atherosclerosis                        | --              | Does not contribute | NA       |
| 03-094    | 207    | M   | 42  | Unwitnessed           | Dilated cardiomyopathy                          | --              | Negative            | NA       |
| 03-100    | 214    | M   | 42  | Unexplained           | Cirrhosis of the liver                          | --              | Cocaine             | Natural  |
| 03-101    | 215    | M   | 53  | Motorcycle MVA        | Multiple injuries                               | No              | BAC .191            | Accident |
| 03-104    | 217    | F   | 44  | Unwitnessed           | Diabetic ketoacidosis                           | --              | Does not contribute | NA       |
| 03-107    | 222    | M   | 44  | Sudden death          | Hypertensive cardiovascular disease             | --              | Negative            | NA       |
| 03-111    | 232    | M   | 49  | Fall                  | Cranial-cerebral injuries                       | --              | BAC .073            | Accident |
| 03-121    | 249    | M   | 21  | MVA                   | Multiple blunt force trauma                     | No              | THC                 | Accident |
| 03-122    | 250    | M   | 56  | Motorcycle MVA        | Complications due to multiple internal injuries | No              | Does not contribute | Accident |
| 03-123    | 254    | M   | 57  | MVA                   | Thermal injuries                                | Fire            | Negative            | Accident |
| 03-124    | 255    | M   | 50  | MVA                   | Thermal injuries                                | Fire            | Negative            | Accident |
| 03-127    | 267    | M   | 66  | Surgical complication | Hemothorax                                      | --              | Does not contribute | Accident |
| 03-131    | 272    | F   | 22  | Hanging               | Hanging   | --              | Negative            | Suicide  |
| 03-134    | 277    | F   | 53  | Sudden death          | Pulmonary emboli                                | --              | Negative            | Accident |
| 03-135    | 278    | M   | 49  | Sudden death          | Hypertrophic cardiomyopathy                     | --              | Negative            | NA       |

| Autopsy # | Case # | Sex | Age | Reason for Autopsy    | Autopsy Results/Cause of Death        | Seatbelt/ Helmet | Toxicology            | Inquest      |
|-----------|--------|-----|-----|-----------------------|---------------------------------------|------------------|-----------------------|--------------|
| 03-149    | 296    | M   | 60  | Motorcycle MVA        | Bronchopneumonia                      | No               | Negative              | Accident     |
| 03-150    | 297    | M   | 72  | Surgical complication | Hemorrhage                            | --               | Does not contribute   | Undetermined |
| 03-151    | 302    | M   | 47  | Unexplained           | Empyema due to bronchopneumonia       | --               | Does not contribute   | NA           |
| 03-153    | 306    | F   | 46  | Unexplained           | Pulmonary Emboli                      | --               | Negative              | NA           |
| 03-155    | 310    | M   | 55  | MVA                   | Multiple chest and abdominal injuries | No               | Negative              | Accident     |
| 03-158    | 324    | F   | 57  | Sudden death          | Hypertensive cardiovascular disease   | --               | Does not contribute   | NA           |
| 03-166    | 322    | F   | 65  | Unwitnessed           | Coronary atherosclerosis              | --               | Does not contribute   | NA           |
| 03-177    | 340    | F   | 71  | MVA                   | Cardiac arrhythmia                    | Pedestrian       | Negative              | Accident     |
| 03-179    | 342    | M   | 56  | Found next to vehicle | Coronary artery disease               | --               | Does not contribute   | NA           |
| 03-186    | 351    | F   | 32  | Possible overdose     | Cocaine and opiate intoxication       | --               | Cocaine<br>Morphine   | Accident     |
| 03-188    | 356    | M   | 38  | MVA                   | Multiple Injuries                     | Fire             | BAC .219<br>Marijuana | Accident     |
| 03-190    | 364    | M   | 24  | Gunshot wound         | Gunshot wound to chest                | --               | BAC .027<br>Marijuana | Homicide     |
| 03-193    | 368    | M   | 76  | Surgical complication | Hemoperitoneum                        | --               | Does not contribute   | NA           |
| 03-194    | 370    | F   | 82  | MVA                   | Myocardial infarction                 | Yes              | Does not contribute   | Accident     |
| 03-199    | 374    | M   | 52  | Unexplained           | Ethanol and opiate intoxication       | --               | BAC .220<br>Morphine  | Accident     |
| 03-208    | 388    | M   | 32  | Possible overdose     | Coronary atherosclerosis              | --               | Does not contribute   | NA           |
| 03-215    | 392    | F   | 88  | MVA                   | Blunt head and chest trauma           | No               | NA                    | Accident     |

| Autopsy # | Case # | Sex | Age | Reason for Autopsy    | Autopsy Results/Cause of Death        | Seatbelt/Helmet | Toxicology          | Inquest  |
|-----------|--------|-----|-----|-----------------------|---------------------------------------|-----------------|---------------------|----------|
| 03-225    | 408    | F   | 87  | Hanging               | Hanging                               | --              | Does not contribute | Suicide  |
| 03-226    | 412    | M   | 71  | No medical history    | Chronic obstructive pulmonary disease | --              | Does not contribute | NA       |
| 03-237    | 431    | M   | 46  | Jail inmate           | Coronary atherosclerosis              | --              | Does not contribute | NA       |
| 03-239    | 433    | M   | 52  | Gunshot wound         | Shotgun wound to the chest            | --              | Does not contribute | Suicide  |
| 03-241    | 435    | F   | 87  | Fall                  | Subdural hematoma                     | --              | Does not contribute | Accident |
| 03-245    | 438    | M   | 23  | MVA                   | Cranial-cerebral injuries             | No              | BAC .213            | Accident |
| 03-248    | 440    | F   | 65  | MVA                   | Cranial-cerebral injuries             | Yes             | Does not contribute | Accident |
| 03-249    | 441    | F   | 19  | MVA                   | Cranial-cervical injuries             | Yes             | Negative            | Accident |
| 03-250    | 442    | F   | 9   | MVA                   | Multiple injuries                     | Yes             | Negative            | Accident |
| 03-251    | 437    | M   | 25  | MVA                   | Closed Head Injuries                  | No              | BAC .247            | Accident |
| 03-252    | 447    | M   | 77  | Found in cemetery     | Lobar pneumonia                       | --              | Does not contribute | NA       |
| 03-254    | 449    | M   | 67  | No medical history    | Acute hemorrhagic pancreatitis        | --              | Does not contribute | NA       |
| 03-255    | 450    | M   | 69  | Surgical complication | Asphyxia                              | --              | BAC .047            | Accident |
| 03-260    | 464    | F   | 67  | No medical history    | Coronary atherosclerosis              | --              | Negative            | NA       |
| 03-262    | 469    | M   | 47  | Sudden death          | Myocardial infarction                 | --              | Methamphetamine     | Accident |
| 03-274    | 474    | M   | 59  | Sudden death          | Anomalous coronary artery             | --              | Does not contribute | NA       |
| 03-275    | 475    | M   | 19  | Sudden death          | Electrocution                         | --              | BAC .068            | Accident |

| Autopsy # | Case # | Sex | Age   | Reason for Autopsy    | Autopsy Results/Cause of Death      | Seatbelt/Helmet | Toxicology          | Inquest  |
|-----------|--------|-----|-------|-----------------------|-------------------------------------|-----------------|---------------------|----------|
| 03-277    | 481    | M   | 26    | Unexplained           | Cardiac arrhythmia                  | --              | Does not contribute | NA       |
| 03-284    | 501    | M   | 64    | Sudden death          | Coronary atherosclerosis            | --              | Does not contribute | NA       |
| 03-293    | 523    | M   | 18    | Suspicious            | Cardiac arrhythmia                  | --              | Does not contribute | NA       |
| 03-307    | 545    | F   | 84    | Fall                  | Opiate intoxication                 | --              | Morphine            | Accident |
| 03-310    | 553    | M   | 47    | Sudden death          | Hypertensive cardiovascular disease | --              | Negative            | NA       |
| 03-320    | 569    | M   | 46    | Fall                  | Subdural hematoma                   | --              | Does not contribute | Accident |
| 03-325    | 571    | F   | 38    | Possible overdose     | Opiate intoxication                 | --              | Morphine            | Accident |
| 03-329    | 578    | F   | 21    | Possible overdose     | Methadone intoxication              | --              | Methadone           | Accident |
| 03-334    | 583    | F   | 81    | Fall                  | Closed head injuries                | --              | Does not contribute | Accident |
| 03-337    | 584    | F   | 49    | Possible overdose     | Ethanol intoxication                | --              | BAC .436            | Accident |
| 03-338    | 589    | M   | 22    | Possible overdose     | Dextromethorphan intoxication       | --              | Dextromethorphan    | Accident |
| 03-339    | 593    | F   | 2 mo. | Possible overlay      | Probable Overlay                    | --              | Negative            | Accident |
| 03-340    | 602    | M   | 22    | Hanging               | Hanging                             | --              | BAC .127            | Suicide  |
| 03-341    | 600    | M   | 54    | Found outside vehicle | Coronary thrombosis                 | --              | Does not contribute | NA       |
| 03-348    | 613    | F   | 75    | Sudden death          | Pulmonary emboli                    | --              | Held                | NA       |
| 03-354    | 623    | F   | 60    | Unexplained           | Myocarditis                         | --              | Negative            | NA       |
| 03-359    | 624    | F   | 44    | Unexplained           | Pulmonary emboli                    | --              | Negative            | NA       |

| Autopsy # | Case # | Sex | Age | Reason for Autopsy        | Autopsy Results/Cause of Death      | Seatbelt/ Helmet | Toxicology                   | Inquest  |
|-----------|--------|-----|-----|---------------------------|-------------------------------------|------------------|------------------------------|----------|
| 03-360    | 625    | M   | 34  | Unexpected                | Pulmonary hypertension              | --               | Does not contribute          | NA       |
| 03-364    | 632    | M   | 21  | Possible overdose         | Opiate and cocaine intoxication     | --               | Cocaine<br>Morphine (heroin) | Accident |
| 03-368    | 640    | M   | 63  | Unwitnessed               | Hypertensive cardiovascular disease | --               | Does not contribute          | NA       |
| 03-371    | 645    | F   | 69  | Surgical complication     | Complications of aortic aneurysm    | --               | Does not contribute          | NA       |
| 03-373    | 647    | M   | 59  | Surgical complication     | Abdominal hemorrhage                | --               | Does not contribute          | NA       |
| 03-379    | 657    | M   | 42  | Workplace death           | Traumatic asphyxia                  | --               | Negative                     | Accident |
| 03-383    | 660    | F   | 87  | MVA                       | Blunt chest trauma                  | No               | Negative                     | Accident |
| 03-390    | 674    | F   | 66  | Ward of State             | Pulmonary fibrosis                  | --               | Does not contribute          | NA       |
| 03-392    | 678    | M   | 22  | Unexpected                | Opiate intoxication                 | --               | Morphine<br>Hydromorphone    | Pending  |
| 03-395    | 690    | M   | 64  | Sudden death              | Coronary atherosclerosis            | --               | Negative                     | NA       |
| 03-397    | 691    | M   | 60  | Unexpected                | Hemothorax                          | --               | Negative                     | NA       |
| 03-403    | 707    | M   | 79  | MVA                       | Blunt chest trauma                  | Yes              | BAC .091                     | Accident |
| 03-405    | 710    | M   | 58  | Gunshot wound             | Gunshot wound to head               | --               | Does not contribute          | Suicide  |
| 03-406    | 712    | M   | 41  | Unexpected                | Cocaine intoxication                | --               | Cocaine                      | Accident |
| 03-412    | 719    | M   | 72  | Physician refused to sign | Bronchopneumonia                    | --               | Does not contribute          | NA       |
| 03-416    | 724    | F   | 42  | MVA                       | Blunt chest and abdominal trauma    | Yes              | Negative                     | Pending  |
| 03-419    | 727    | M   | 35  | Unexpected                | Cardiac arrhythmia                  | --               | Negative                     | NA       |

| Autopsy # | Case # | Sex | Age | Reason for Autopsy    | Autopsy Results/Cause of Death  | Seatbelt/ Helmet | Toxicology                    | Inquest  |
|-----------|--------|-----|-----|-----------------------|---------------------------------|------------------|-------------------------------|----------|
| 03-420    | 729    | F   | 54  | Sudden death          | Coronary thrombosis             | --               | Does not contribute           | NA       |
| 03-421    | 734    | M   | 24  | Hanging               | Hanging                         | --               | Negative                      | Suicide  |
| 03-427    | 743    | F   | 49  | MVA                   | Multiple blunt force injuries   | No               | Negative                      | Accident |
| 03-429    | 749    | M   | 26  | Gunshot wound         | Shotgun wound to head           | --               | Does not contribute           | Pending  |
| 03-434    | 751    | F   | 18  | Gunshot wound         | Gunshot wound to head           | --               | Does not contribute           | Pending  |
| 03-435    | 753    | M   | 1   | Suspicious            | Pending                         | --               | Negative                      | Pending  |
| 03-441    | 765    | M   | 43  | Gunshot wound         | Shotgun wound to chest          | --               | Does not contribute           | Pending  |
| 03-444    | 779    | M   | 12  | Sudden death          | Bronchopneumonia                | --               | Does not contribute           | NA       |
| 03-452    | 793    | F   | 45  | Found on porch        | Cold exposure                   | --               | BAC .292                      | Pending  |
| 03-463    | 805    | M   | 65  | Surgical complication | Hemopericardium                 | --               | Does not contribute           | NA       |
| 03-464    | 806    | M   | 28  | Possible overdose     | Opiate and ethanol intoxication | --               | BAC .089<br>Morphine (heroin) | Accident |
| 03-466    | 809    | M   | 33  | MVA                   | Pending                         | Pending          | Pending                       | Pending  |
| 03-467    | 816    | M   | 50  | No medical history    | Pending                         | --               | Pending                       | Pending  |
| 03-471    | 818    | M   | 28  | Unexpected            | Pending                         | --               | Pending                       | Pending  |

## Up Front

It's cheap, it's legal, and it's available at any drugstore. DXM, a cough medicine ingredient, is the latest craze for teens who want to get high—or die trying

**G**reg and Linda Frary never worried about their son Jon. An outgoing honors student at Illinois State University in Normal, he was less than three months away from earning his degree in psychology when his girlfriend called his family Sept. 24, concerned because she hadn't been able to reach him for a day. Speeding 30 miles from his home in Peoria, Greg entered his son's apartment with the help of a maintenance worker and walked into every parent's nightmare: Jon, 22, lay dead on the floor of the bedroom, a bottle of white powder a few feet away. "I was going to have to bury my child," says Greg, 51. "It was so out of the natural order of life."

The Frarys soon learned the cause of their son's death: Jon had overdosed on dextromethorphan (DXM), an over-the-counter cough suppressant. Although his family never knew him to use drugs, the day after Jon's body was found, a friend revealed that the pair had been buying DXM legally on the Internet for months and experimenting with it for its hallucinogenic properties. The two young men had even exchanged audiotapes describing their visions. "In Jon's mind, because it was legal, it had to be safe," says Greg. "He made a mistake."

It's a potentially lethal error that scores of young people have been increasingly making. Although Frary had ingested a pure form of DXM, users

typically induce a zombie-like state called "dexing" or "robotripping" by ingesting drugstore medications such as Robitussin cough syrup or Coricidin cold tablets, known among users as red devils, triple-C's or skittles (the red pills, resembling candy, bear three C's). A number of Web sites even list the dosages, based on body weight, that a user needs to take to attain a high similar to that caused by PCP. Taking DXM in large quantities causes slurred

**"In Jon's mind, because it was legal, it had to be safe," says Greg Frary of his son's DXM use. "He made a mistake"**

speech, high blood pressure, loss of motor control or far worse (see box, page 51). "It can lead to seizures, coma and even death," say Charles Nozicka, director of pediatric emergency medicine at St. Alexius Medical Center in Hoffman Estates, Ill., who sees as many as 30 DXM overdoses a year. Taken in large amounts, adds Nozicka, the drug can change the body's metabolism and possibly become addictive.

In 2003, U.S. poison-control centers received 3,271 calls—twice the number as three years earlier—related to teen use of DXM in pockets seemingly spread randomly around the country.

# OVER THE COUNTER



"If I'd had a clue this could happen, I would have been questioning her," says Jim Darling (with daughter Traci, 16, and wife Jill) of Jennifer (left), who died in December 2002.



In the past two years at least five deaths have been attributed to cough medications. Concerned parents in some communities have convinced pharmacies to take the popular products off the shelves and put them behind the counter, but in most places there's no such deterrent. "I don't think parents are acutely aware [of the risk]," says Andrea Barthwell of the White House Office of National Drug Control Policy. "They tear families apart, they crush dreams."

Case in point: Jennifer Darling, a quiet girl who liked in-line skating

and bicycling and had ascended the ranks of her Altamonte Springs, Fla., high school ROTC unit to become squad leader. "We didn't see a lot of signals saying here was someone getting off track," says Darvin Boothe, principal of Lake Brantley High School, where Jennifer was a senior. Though her father, Jim, 49, had overheard Jennifer, 18, talking to friends about getting high on cough medication, he and his wife Jill, 39, weren't overly concerned. Since the cough medications were sold over-the-counter, the Darlings assumed that they were harmless. "We thought, 'No big deal, so she's taking cough medicine,'" he says. "She won't be coughing, that's for sure."

But on the morning of Dec. 16, 2002, Jill awoke to find Jennifer dead on her bathroom floor. When police found red pills in her bedroom, Jim called one of his daughter's friends, who admitted Jennifer had recently taken Coricidin to get a DXM high. "It was surreal," says Jill. "It absolutely didn't make any sense." According to the autopsy, Jennifer had an undetected heart condition that was exacerbated by high levels of chlorpheniramine, a key ingredient in

the medication. By ingesting enough of the drug to get high, Jennifer had inadvertently triggered a lethal heart failure. (Cough medicine overdoses can also cause fatal liver damage.) "We never had any clue that this stuff could be deadly," says her father.

Nor, perhaps, did Cory Coleman, 14, a high school freshman in the affluent Denver suburb of Highlands Ranch, Colo., who took Coricidin while partying with other teens last April. Police say that after telling pals that the drug was "starting to kick in," Coleman attempted to cross a four-lane highway to buy more pills at a nearby supermarket. He died after being struck by two cars. A toxicology report revealed high levels of DXM. "He told his friends the drug made him feel numb and altered his visual perception," says Colorado State Patrol Sgt. Donald Enloe, who adds that the drug appeals to many kids because they can hide its use more easily than LSD and Ecstasy, which dilate the pupils. "Most other drugs have an effect we can see," says Enloe. "They can take [DXM] and parents will never know."

Jon Frary's parents never caught on to what their son was doing secretly

ERIC LARSON





February 2, 2004

McLean County Board  
Justice and Public Safety Committee  
Bloomington, IL 61701

Re: Monthly Caseload – MONTH ENDING DECEMBER 31, 2003

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

| CASE TYPES                       | MONTHLY<br>TOTALS<br>2002 | MONTHLY<br>TOTALS<br>2003 | YTD<br>TOTALS<br>2002 | YTD<br>TOTALS<br>2003 | %<br>CHANGE<br>YTD |
|----------------------------------|---------------------------|---------------------------|-----------------------|-----------------------|--------------------|
| FELONIES                         | 109                       | 91                        | 1,138                 | 1,021                 | <10%>              |
| MISDEMEANORS                     | 69                        | 109                       | 1,187                 | 1,219                 | 2%                 |
| DUI                              | 50                        | 24                        | 330                   | 259                   | <21%>              |
| TRAFFIC                          | 105                       | 88                        | 904                   | 1,012                 | 11%                |
| JUVENILE                         | 24                        | 19                        | 321                   | 239                   | <26%>              |
| (DELINQUENT)                     | 18                        | 7                         | 149                   | 100                   |                    |
| (ABUSE/NEGLECT)                  | 6                         | 12                        | 172                   | 139                   |                    |
| MENTAL HEALTH<br>CASES           | 0                         | 0                         | 3                     | 17                    | 82%                |
| POST-CONVICTION<br>& SVPCA CASES | 0                         | 0                         | 5                     | 8                     | 38%                |
| TOTAL                            | 357                       | 331                       | 3,888                 | 3,775                 | <3%>               |

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING December 31, 2003.**

| CASE TYPE | PUBLIC DEFENDER ATTORNEYS | YTD TOTALS | NEW MONTHLY TOTALS | NEW PTR/REVIEW TOTALS |
|-----------|---------------------------|------------|--------------------|-----------------------|
| F         | AMY DAVIS                 | 86         | 6                  | 1                     |
| F         | TRACY SMITH               | 130        | 9                  | 2                     |
| F         | JAMES TUSEK               | 130        | 9                  | 1                     |
| F         | RONALD LEWIS              | 126        | 7                  | 5                     |
| F         | BRIAN MCELLOWNEY          | 123        | 9                  | 4                     |
| M         | CARLA BARNES              | 533        | 54                 | 0                     |
| F         | CARLA BARNES              | 66         | 2                  | 1                     |
| F         | LARRY SPEARS              | 121        | 20                 | 5                     |
| M         | LARRY SPEARS              | 678        | 55                 | 1                     |
| DUI       | MILLCENT ROTH             | 238        | 24                 | 1                     |
| F         | JOHN WRIGHT-C             | 79         | 9                  | 0                     |
| F         | LEE ANN HILL-C            | 79         | 6                  | 0                     |
| F         | TONY TOMKIEWICZ-C         | 81         | 8                  | 0                     |
| TR        | DAWN NATION               | 908        | 88                 | 0                     |
| J         | JON MCPHEE                | 79         | 5                  | 0                     |
| J         | ART FELDMAN               | 90         | 7                  | 5                     |
| J         | ROB KEIR                  | 81         | 10                 | 0                     |
| J         | ALAN NOVICK-C             | 11         | 0                  | 0                     |
| PC/SVP    | DAVID BUTLER-C            | 8          | 0                  | 0                     |
| PVT       | PRIVATE COUNSEL           | 354        | 27                 | 0                     |
| W/D       | WITHDRAWN                 | 44         | 6                  | 0                     |
|           |                           |            |                    |                       |

PTR= Petition to Revoke Probation  
 F = Felony  
 J = Juvenile  
 O = Other  
 P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)  
 DUI= DUI  
 TR= Traffic  
 M= Misdemeanor

**February 2, 2004**

**TO:** Justice Committee

**FROM:** Amy Johnson Davis

**RE:** Monthly Report

**DECEMBER 2003 DISPOSITIONS**

| DISPOSITION           | FELONY | MISDEMEANOR | TRAFFIC / DUI |
|-----------------------|--------|-------------|---------------|
| PLEA / ORIGINAL OFFER | 51     | 85          | 58            |
| PLEA / LESSER         | 12     | 7           | 25            |
| BENCH TRIAL / WIN     | 0      | 0           | 0             |
| BENCH TRIAL / LOSS    | 0      | 0           | 0             |
| JURY TRIAL / WIN      | 1      | 0           | 0             |
| JURY TRIAL / LOSS     | 0      | 1           | 1             |
| DISMISSED / UPFRONT   | 3      | 2           | 6             |
| DISMISSED / TRIAL     | 2      | 0           | 0             |
| KNOCKDOWN             | 0      | 0           | 0             |
| DISMISSED PER PLEA    | 1      | 7           | 10            |
| PRIVATE COUNSEL       | 16     | 5           | 6             |
| PLEA / BLIND          | 21     | 0           | 0             |
| REFILED AS FELONY     | N/A    | 0           | 2             |
| WITHDRAWN             | 1      | 5           | 0             |
| DIRECTED VERDICT      | 0      | 0           | 0             |
| P.D. DENIED           | 3      | 4           | 0             |
|                       |        |             |               |

December 2003

## COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### ADULT DIVISION

7 Officer Supervision Unit plus 3 Officer PSI Unit

Total Caseload – 1090 (1097 last month)

Average caseload per officer 156(60 AOIC recommendation)

Presentence Reports Completed – 43 (55 last month)

\* Total Workload Hours Needed – 2085.30 (2016.00 last month)

\*\* Total Hours Available - 1650.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (11 officers working 150 hours each per month).

AOIC workload standards indicate an **additional 2.90 adult officers are needed.** (2.44 last month)

### JUVENILE DIVISION

4 Officer Division

Total Caseload – 114 (114 last month)

Average caseload per officer 29 (35 AOIC recommendation)

Social History Reports Completed – 9 (11 last month)

\* Total Workload Hours Needed – 477.50 (492.50 last month)

\*\* Total Hours Available 600.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate an **additional -0.82 juvenile officers are needed.** (-0.72 last month)

### EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 29

December 2003

## **SPECIAL PROGRAMS**

### **INTENSIVE PROBATION UNIT ADULT**

3 person unit with a maximum caseload of 40

Total Caseload – 50 (47 last month)

### **INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload – 16 (15 last month)

### **DRIVING UNDER THE INFLUENCE UNIT**

1 person unit with a maximum caseload of 40

Total Caseload - 69 (72 last month)

### **JUVENILE INTAKE**

2 person unit

Total Informal Conferences - 38 (24 last month)

Total Caseload Informal Probation – 78 (61 last month)

Total Intake Screen Reports – 37 (74 last month)

### **COMMUNITY SERVICE PROGRAM**

1 person unit

Total Caseload Adult - 511 (500 last month)

Total Caseload Juvenile - 32 (30 last month)

Total Hours Completed Adult – 4176.00 (\$21,924.00 Symbolic Restitution)

Total Hours Completed Juvenile – 172.00 (\$ 903.00 Symbolic Restitution)

Total Worksites Used – 36 (36 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload - 95 (92 last month)

Total Court Supervision/Conditional Discharge Caseload –369 (360 last month)

2003  
**JUVENILE DETENTION CENTER  
 MCLEAN COUNTY**

|   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>Ages of Minors Detained</b>              |     |     |     |     |     |     |     |     |     |     |     |     |
| 10  | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |
| 11  | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 12  | 0   | 0   | 0   | 0   | 3   | 0   | 0   | 1   | 1   | 1   | 1   | 0   |
| 13  | 0   | 1   | 0   | 2   | 5   | 0   | 3   | 0   | 2   | 6   | 2   | 2   |
| 14  | 6   | 0   | 2   | 2   | 5   | 4   | 1   | 1   | 1   | 1   | 3   | 1   |
| 15  | 7   | 4   | 8   | 18  | 3   | 3   | 8   | 8   | 3   | 10  | 12  | 7   |
| 16  | 11  | 2   | 7   | 6   | 5   | 1   | 3   | 2   | 3   | 7   | 6   | 8   |
| <b>Sex of Minors Detained</b>               |     |     |     |     |     |     |     |     |     |     |     |     |
| Male  | 18  | 4   | 14  | 20  | 15  | 6   | 12  | 6   | 6   | 14  | 20  | 15  |
| Female                                      | 6   | 3   | 3   | 9   | 6   | 2   | 4   | 6   | 4   | 11  | 4   | 3   |
| <b>Race of Minors Detained</b>              |     |     |     |     |     |     |     |     |     |     |     |     |
| Caucasian                                   | 6   | 1   | 7   | 20  | 12  | 5   | 13  | 8   | 6   | 18  | 19  | 15  |
| African-American                            | 17  | 6   | 10  | 9   | 9   | 3   | 3   | 3   | 4   | 7   | 5   | 3   |
| Hispanic                                    | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |
| <b>Offenses of Which Minor was Detained</b> |     |     |     |     |     |     |     |     |     |     |     |     |
| Dispositional Detention                     | 13  | 3   | 6   | 8   | 3   | 2   | 5   | 5   | 3   | 10  | 13  | 9   |
| Warrant                                     | 3   | 0   | 2   | 4   | 3   | 4   | 1   | 0   | 3   | 4   | 2   | 4   |
| Aggravated Assault                          | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Aggravated Battery                          | 1   | 0   | 1   | 3   | 2   | 0   | 0   | 0   | 0   | 0   | 3   | 2   |
| Aggravated Battery of Police Officer        | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2   | 0   | 0   |
| Aggravated Criminal Sexual Abuse            | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Aggravated Criminal Sexual Assault          | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Aggravated Domestic Battery                 | 0   | 0   | 1   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Arson                                       | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   |
| Burglary                                    | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 2   | 0   | 0   | 0   |
| Burglary to Motor Vehicle                   | 0   | 0   | 0   | 2   | 2   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |
| Court Ordered                               | 0   | 0   | 0   | 2   | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0   |
| Criminal Damage to Property Over \$300      | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |
| Criminal Damage to State Supported Land     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |
| Criminal Drug Conspiracy                    | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Delivery of Controlled Substance            | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| DOC   | 0   | 1   | 1   | 0   | 1   | 0   | 0   | 0   | 2   | 0   | 0   | 0   |

2003  
JUVENILE DETENTION CENTER  
MCLEAN COUNTY

|  | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Domestic Battery                           | 0   | 0   | 0   | 2   | 2   | 0   | 2   | 2   | 0   | 1   | 1   | 2   |
| Felony Retail Theft                        | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Home Invasion                              | 0   | 0   | 0   | 0   | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Motor Vehicle Theft                        | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Obstructing a Peace Officer                | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |
| Possession of Controlled Substance w/Inten | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |
| Possession of Marijuana                    | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Possession of Stolen Vehicle               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |
| Request for Apprehension                   | 3   | 2   | 3   | 4   | 3   | 2   | 5   | 2   | 0   | 3   | 3   | 1   |
| Residential Burglary                       | 3   | 0   | 0   | 1   | 1   | 0   | 1   | 0   | 0   | 1   | 0   | 0   |
| Residence of Minors Detained               |     |     |     |     |     |     |     |     |     |     |     |     |
| Bloomington                                | 20  | 7   | 13  | 17  | 14  | 5   | 10  | 7   | 5   | 11  | 10  | 8   |
| Normal                                     | 1   | 0   | 4   | 9   | 4   | 2   | 2   | 2   | 4   | 11  | 9   | 5   |
| Carlock                                    | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 0   | 0   |
| Champaign                                  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   |
| Chenoa                                     | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   |
| Chicago                                    | 1   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |
| Darvers                                    | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 0   | 0   | 0   | 1   | 0   |
| Downs                                      | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 1   |
| Heyworth                                   | 0   | 0   | 0   | 0   | 1   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |
| Hopedale                                   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Kankakee                                   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   |
| Kappa                                      | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| LeRoy                                      | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |
| Lincoln                                    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |
| Mackinaw                                   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 1   |
| Peoria                                     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   |
| Saybrook                                   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2   | 1   |
| Missouri                                   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
|  |     |     |     |     |     |     |     | 1   | 0   | 1   | 0   | 0   |



2003  
**JUVENILE DETENTION CENTER  
 MCLEAN COUNTY**

|                               |        |        |     |     |      |     |     |     |     |     |     |     |
|-------------------------------|--------|--------|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|
| Average Daily Population      | 9      | 8.6    | 7   | 12  | 13.9 | 8.8 | 7.4 | 6.9 | 4.2 | 7.9 | 12  | 5.1 |
| Average Daily Population: YTD | 9      | 8.8    | 8.2 | 9.2 | 10.1 | 9.9 | 9.5 | 9.2 | 8.6 | 8.6 | 8.9 | 8.6 |
| Number of Days in Detention   | 279    | 240    | 216 | 359 | 431  | 263 | 228 | 214 | 126 | 246 | 360 | 157 |
| Revenue:                      | 157.22 | 155.89 | 65  | 50  | 150  | 50  | 100 | 150 | 50  | 150 | 50  | 200 |

2003

JUVENILE DETENTION CENTER  
OUT OF COUNTY

| Ages of Minors Detained                     | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 10  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 11  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| 12  | 1   | 0   | 0   | 0   | 2   | 0   | 0   | 1   | 2   | 0   | 0   | 0   |
| 13  | 1   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 2   | 0   | 0   | 0   |
| 14  | 2   | 1   | 2   | 4   | 7   | 4   | 0   | 1   | 5   | 1   | 1   | 4   |
| 15  | 4   | 3   | 2   | 3   | 2   | 6   | 1   | 5   | 7   | 10  | 4   | 6   |
| 16  | 6   | 5   | 6   | 7   | 11  | 11  | 2   | 1   | 9   | 11  | 4   | 3   |
| <b>Sex of Minors Detained</b>               |     |     |     |     |     |     |     |     |     |     |     |     |
| Male  | 9   | 5   | 8   | 8   | 18  | 18  | 3   | 5   | 19  | 17  | 3   | 11  |
| Female                                      | 5   | 4   | 2   | 6   | 4   | 4   | 1   | 3   | 6   | 5   | 6   | 5   |
| <b>Race of Minors Detained</b>              |     |     |     |     |     |     |     |     |     |     |     |     |
| Caucasian                                   | 12  | 6   | 10  | 11  | 21  | 21  | 3   | 8   | 19  | 22  | 9   | 16  |
| African-American                            | 1   | 0   | 0   | 3   | 1   | 0   | 1   | 0   | 5   | 0   | 0   | 0   |
| Hispanic                                    | 1   | 3   | 0   | 0   | 0   | 1   | 0   | 0   | 1   | 0   | 0   | 0   |
| <b>Offenses of Which Minor was Detained</b> |     |     |     |     |     |     |     |     |     |     |     |     |
| Dispositional Detention                     | 12  | 3   | 8   | 12  | 18  | 21  | 2   | 4   | 13  | 18  | 8   | 11  |
| Warrant                                     | 0   | 2   | 1   | 2   | 1   | 0   | 0   | 1   | 5   | 2   | 1   | 1   |
| Battery                                     | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |
| Burglary to Motor Vehicle                   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Contempt of Court                           | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2   |
| Criminal Damage to Property                 | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   |
| DOC   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| DOC Warrant                                 | 0   | 2   | 0   | 0   | 0   | 0   | 1   | 2   | 4   | 0   | 0   | 1   |
| Domestic Battery With Bodily Harm           | 2   | 0   | 1   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   |
| Possession of Controlled Substance          | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Possession of Drug Paraphernalia            | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Possession of Stolen Vehicle                | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |
| Probation Violation                         | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2   | 0   | 0   | 0   |
| Residential Burglary                        | 0   | 0   | 0   | 0   | 2   | 0   | 0   | 0   | 0   | 1   | 0   | 1   |
|   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |

2003  
JUVENILE DETENTION CENTER  
OUT OF COUNTY

| Residence of Minors Detained        | Jan  | Feb  | Mar  | Apr  | May   | Jun   | Jul  | Aug  | Sep   | Oct   | Nov   | Dec   |
|-------------------------------------|------|------|------|------|-------|-------|------|------|-------|-------|-------|-------|
| Adams                               | 0    | 0    | 0    | 0    | 0     | 0     | 0    | 0    | 1     | 0     | 0     | 0     |
| Bureau                              | 0    | 1    | 0    | 0    | 0     | 5     | 1    | 0    | 2     | 1     | 0     | 4     |
| DeWitt                              | 0    | 1    | 1    | 0    | 0     | 1     | 1    | 1    | 1     | 0     | 2     | 0     |
| DOC                                 | 2    | 0    | 1    | 0    | 0     | 1     | 0    | 0    | 0     | 0     | 0     | 0     |
| Douglas                             | 0    | 0    | 0    | 0    | 0     | 0     | 0    | 2    | 0     | 0     | 1     | 0     |
| Henderson                           | 0    | 0    | 0    | 1    | 0     | 0     | 0    | 0    | 0     | 0     | 0     | 0     |
| Henry                               | 0    | 0    | 0    | 0    | 1     | 0     | 0    | 0    | 2     | 0     | 0     | 0     |
| Livingston                          | 2    | 1    | 1    | 3    | 6     | 5     | 0    | 2    | 3     | 7     | 4     | 6     |
| Logan                               | 6    | 2    | 5    | 6    | 13    | 7     | 0    | 1    | 11    | 12    | 1     | 2     |
| Madison                             | 0    | 0    | 0    | 1    | 0     | 0     | 0    | 0    | 0     | 0     | 0     | 0     |
| Mason                               | 0    | 1    | 0    | 0    | 0     | 0     | 1    | 2    | 0     | 0     | 0     | 1     |
| McDonough                           | 0    | 2    | 0    | 0    | 0     | 0     | 0    | 0    | 0     | 0     | 0     | 0     |
| McHenry                             | 0    | 0    | 0    | 0    | 0     | 0     | 0    | 0    | 0     | 1     | 0     | 0     |
| Menard                              | 0    | 0    | 0    | 0    | 0     | 0     | 0    | 0    | 0     | 0     | 0     | 1     |
| Rock Island                         | 1    | 0    | 2    | 3    | 1     | 1     | 1    | 0    | 4     | 0     | 0     | 0     |
| Tazewell                            | 1    | 0    | 0    | 0    | 0     | 0     | 0    | 0    | 0     | 0     | 1     | 1     |
| Woodford                            | 2    | 1    | 0    | 0    | 1     | 2     | 0    | 0    | 1     | 0     | 0     | 1     |
| <b>Average Daily Population</b>     | 3.3  | 1.8  | 2.5  | 2.4  | 4.6   | 9.2   | 2.9  | 2.8  | 5.9   | 5.9   | 3.9   | 4.3   |
| <b>Average Daily Population:YTD</b> | 3.3  | 2.6  | 2.5  | 2.5  | 2.9   | 4     | 3.8  | 3.7  | 3.9   | 4.1   | 4.1   | 4.1   |
| <b>Number of Days in Detention</b>  | 102  | 49   | 77   | 71   | 144   | 276   | 91   | 88   | 178   | 182   | 116   | 132   |
| <b>Revenue:</b>                     | 9570 | 4490 | 7370 | 5950 | 13420 | 27720 | 9570 | 8800 | 16830 | 17930 | 11770 | 12980 |

**CASA Report  
December, 2003**

**The CASA Statistics for December are as follows:**

3 Volunteers Assigned  
3 Children Served, ages 1, 3, 11


**The Cumulative CASA Statistics are as follows:**

45 Cases Assigned Year to Date  
87 Active Volunteers Assigned  
156 Children being served  
23 Children currently waiting assignment  
0 CASAs resigned from the program this month  
15 Court Reports Filed  
23 Court Hearings Attended

We assigned 3 volunteers to 3 new CASA cases this month.

On December 10<sup>th</sup> an in-service was held with guest speaker Lynn Willard from ABC Counseling. Lunch was served to over 30 volunteers.

*McLean County Children's Advocacy Center Monthly Statistics  
December, 2003*

|  | 2002<br>1ST INTERVIEW<br>MONTH/YTD<br>STATS | 1ST.<br>INTERVIEW<br>2003 | JUV. SUSPECT<br>INTERVIEW<br>2003 | SIB/WITNESS<br>INTERVIEW<br>2003 | 2ND<br>INTERVIEW<br>2003 | OUT OF COUNTY<br>INTERVIEW | TOTAL MONTHLY<br>INTERVIEWS | YTD<br>TOTALS |
|---|---|---------------------------|-----------------------------------|----------------------------------|--------------------------|----------------------------|-----------------------------|---------------|
| JANUARY   | 12/12                                       | 8/8                       | 0                                 | 2                                | 1                        | 1                          | 12                          | 12            |
| FEBRUARY  | 13/25                                       | 8/16                      | 1                                 | 2                                | 1                        | 4                          | 16                          | 28            |
| MARCH   | 13/38                                       | 15/31                     | 0                                 | 7                                | 1                        | 1                          | 24                          | 52            |
| APRIL   | 13/51                                       | 6/37                      | 0                                 | 4                                | 1                        | 2                          | 13                          | 65            |
| MAY   | 16/67                                       | 9/46                      | 1                                 | 1                                | 1                        | 1                          | 13                          | 78            |
| JUNE  | 16/83                                       | 12/58                     | 0                                 | 2                                | 0                        | 0                          | 14                          | 92            |
| JULY  | 14/97                                       | 12/70                     | 1                                 | 7                                | 0                        | 0                          | 20                          | 112           |
| AUGUST  | 10/107                                      | 7/77                      | 0                                 | 2                                | 0                        | 1                          | 10                          | 122           |
| SEPTEMBER   | 14/121                                      | 17/94                     | 3                                 | 3                                | 0                        | 1                          | 24                          | 146           |
| OCTOBER   | 13/134                                      | 11/105                    | 0                                 | 3                                | 0                        | 1                          | 15                          | 161           |
| NOVEMBER  | 11/145                                      | 5/110                     | 1                                 | 3                                | 0                        | 2                          | 11                          | 172           |
| DECEMBER  | 14/159                                      | 10/120                    | 0                                 | 5                                | 0                        | 1                          | 16                          | 188           |
| YEAR<br>TO DATE<br>TOTALS   | 159   | 120                       | 7                                 | 41                               | 5                        | 15                         | 188                         | 188           |

Children's  
Advocacy  
Center, CASA of  
McLean County,  
McLean County  
Child Protection  
Network

1/21/04



# 2003 Annual Report

History and overview

Children's Advocacy Center

CASA of McLean County

McLean County Child

Protection Network

2004

1/21/04

# History

The Children's Advocacy Center was established in 1990 as a result of the Children's Advocacy Center Act of 1989 (PL 86-276). Grass roots efforts of community leaders spearheaded the development of a coordinated protocol for the handling of child sexual abuse and physical abuse interviews, treatment and referrals. Services provided by the center are those of a full service advocacy center designated by the National Children's Alliance.

In 1995, at the urging of the Chief Circuit Judge the Honorable Luther Dearborn and the juvenile judge the Honorable Elizabeth Robb, the Children's Advocacy Center's Board of Directors enhanced their services to begin a Court Appointed Special Advocate (CASA) program. The program was originally augmented to help bring permanency to the children in a very backlogged court system.

Today we continue our full member status with the National Children's Alliance and will be going through re-accreditation procedures in 2004. We have added therapy for children and non-abusive caregivers at no charge as well as having medical capabilities on site for colposcopic examinations of children who have disclosed physical or sexual abuse. For the past 7 years we have run an adult support group for those women who were abused as children. We are a co-located CAC with an Assistant State's attorney and moving toward a Bloomington Police officer on site.

1/21/04



## Children's Advocacy Center

Although we saw fewer children in McLean County in 2003 our work load seemed busier than ever. We began the year with a plan to meet the new accreditation standards for the National Children's Alliance. After meetings and discussion we began the task of coming into compliance and compiling our application, approximately 120 pages of narrative with attachments. We are waiting for our evaluation date, but it is tentatively scheduled for spring 2004. We look forward to being evaluated against excellence around the country.

During 2003 we maintained all of the grants from State of Illinois Attorney General, Illinois Department of Children and Family Services, and the National Children's Alliance. As well we added a new grant from Illinois Criminal Justice Information Authority for a multi county family advocate who works with parents and children in our satellite counties of DeWitt and Livingston County.

Mary Whitaker was asked to be one of 7 trainers in the State of Illinois to complete a three week course on training trainers on the most up to date forensic interview methods. After completion of this three week course, Mary, who is already highly valued in the state as an interviewer, will have the latest tools at hand to continue her work. McLean County is fortunate also to have Detective Mike Burns from Bloomington Police Department as one of the 7 trainers as well.

While the numbers in McLean County were down, numbers in Livingston County were extremely high for the population density of the community. Livingston County really jelled as a MDT in 2003, unfortunately the ASA assigned to the CAC relocated in December of 2003. The relationship however that we maintain with the service providers in Livingston County is excellent. Hats off to Alicia Dornan and Jo Sipes for their efforts. Since McLean County is being re-accredited we have put those same standards to work in Livingston and DeWitt Counties.

Billie Larkin saw her second year as president of the Children's Advocacy Centers of Illinois and has had the opportunity to meet with top level state professionals regarding child maltreatment. She was asked to be a grant reviewer for the National Children's Alliance in Washington DC in November and attended advanced management training for CAC directors in Colorado.

2003 saw the actualization of our *Kids in Court* program and Kathy Patterson now coordinates with the State's Attorney's Office a program to help children understand the court process and the expectations of the bench.

1/21/04

# Children's Advocacy Center

- 165 interviews were conducted at the CAC in 2003. Of those interviews BPD was involved in 95, NPD, 29, MCS 20, Chenoa 4, LeRoy 2, Danvers 1, Heyworth 1, Colfax 1.
- DCFS was involved in 118 of the interviews or 71%,
- States Attorney was present for 105 interviews, not requested at 13, unavailable for 47 totaling a 69% participation rate.
- Interviews were down a significant amount in 2003 (McLean County) from past year's and a meeting was held on January 11th 2004 with primary stakeholders to identify issues or concerns. Total children seen in 2003 were 188 but only 120 were first time interviews compared to 159 in 2002, down 25%.
- Livingston County had a total of 107 interviews, 88 first time interviews up 51% from 2002 and DeWitt County had 31 interviews close to last year's interviews.

## • Livingston County

- 40% of interviews were conducted without DCFS
- Law Enforcement was present at 104 out of 107 interviews
- SAO was present when requested at 74% of all interviews

## • DeWitt County

- 45% of interviews were conducted without DCFS
- Law Enforcement was present 29 out of 31 interviews
- SAO was present when requested 95% of all interviews

## Demographics of Abusers and Victims seen in all three counties

• Mother/Father 13.33%, Other Relative 23.75%, known to the child but non relative 62.08%, and stranger .83% were disclosed as alleged perpetrator

• Victims interviewed: *5 and under 24.6%, 6 to 12 years 40.79%, 13-17 34.61%*

1/21/04

# CASA of McLean County

The Court Appointed Special Advocate facts:

- 302 total CASAs trained through 2003
- In 2003 25 CASAs were trained serving 227 children in McLean County
- Attended a total of 269 court hearings representing 74 children in (new cases)
- Spent 5,601 hours on their CASA case
- Had 1,216 hours in personal contacts with the CASA child and the CASA

## ***Provided Continuing Education***

1/22/03 – Chestnut Adult Services

2/13/03 – CASA Role in Review/Report Writing (presented by CASA staff)

05/14/03 – Community Action presented on services the agency offers

06/23/03 – “Why Kids Act the Way They Do – Long Term Effects of Loss & Trauma” by Dr. Jeanne Howard (ISU)

07/25/03 – CASA picnic (very informal in-service). Presented by the CASA staff.

Update on CASA program (Expansion to Livingston County and National CASA Quality Assurance Program).

08/29/03 – For Children's Sake presented on their program and the effects of domestic violence on children.

11/18/03 – Movie, “Antoine Fisher”, at CASA office.

12/10/03 – CASA appreciation lunch. Lynn Willard from ABC Counseling presented on her agency and answered questions about treatment and characteristics of juvenile offenders and victims of sexual abuse.

Laura Tuffentsamer continued her work on the Illinois CASA Board of Directors and was chosen to participate in National Leadership Institute, November 2003.

The Honorable Judge Reynard approached the CASA program in April of 2003 to bring CASA to Livingston County. After meetings with the Judiciary and key players in Livingston County we began a pilot program in December 2003. The Livingston County Youth Commission granted \$10,000 for a CASA program in Livingston County. A date has been set for a CASA training class beginning in April 2004.

1/21/04

## McLean County Child Protection Network

February usually means TIP A VIP and 2003 was no exception. The committee decided this would be a great year to change things and that we did. For the first time we held the event outside a restaurant and transformed an airport hangar into a warm bubbling entertainment terminal. From the minute you got your boarding pass you were off for an incredible voyage. We had 5 major restaurants providing some great food but as an addition we had 6 local VIP chefs contributing. We had a silent auction and as well this year we included an oral auction officiated by Representative Dan Brady. Our most successful TIP A VIP ever!

April brings child abuse awareness and this year's light of hope was coordinated with Stepping Stones (Rape Crisis) and Neville House (Domestic Violence). The courtyard was covered in blue, teal and purple ribbons and a formal event to honor all victims was held at the Children's Advocacy Center. We also held child abuse events in Livingston and DeWitt Counties.

A training was sponsored for all MDT members from McLean, Livingston and DeWitt regarding the medical facilities protocol and collaboration with Pediatric Resource Center providing child friendly colposcopic examinations. We had about 50 multidisciplinary team members available.

In June the CPN Board of Directors participated in a strategic planning and made goals for the next two years. The staff as well went through a strategic planning as they do every year to map out goals and objectives.

Joining the board in 2004 are Dr. Shaheena Hossain and Barb Nunemaker. Dr. Hossain recently came to the community with Twin Cities Behavioral Counseling as a child psychiatrist and Barb Nunemaker has served the community as an educator and counselor for many years.

1/21/04

## ...2004...what's ahead...2004...

- Known obstacles will be the constant struggle to maintain existing grants while at the same time looking for new opportunities that fit the scope of the programs offered for child maltreatment.
- The CASA program's quest for new volunteers will be on the horizon. After 21 classes of training CASAs since 1995 and training over 300 CASAs we will need to focus our attention to new sources for volunteer recruitment.
- McLean County will need to discover why there was a 25% decrease in interviews at the Children's Advocacy Center. We are quite certain the number of children who have been abused has not decreased, so we will work at looking at community factors effecting children getting the treatment they need and deserve.
- We are bringing in monthly speakers for staff meetings with a theme, "What are you doing to be healthy?". The Intent is to bring some personal health to staff in all areas, nutrition, exercise, spiritual, financial, education and new learning. Scheduled so far yoga, estate planning and team building.
- Having an assistant states' attorney on site and as well a BPD detective, we are hoping for a quick prosecution and full service cadre for child and non-offending family members.
- We look forward to DVD recording of child interviews in 2004 and fully implementing the goals of the board of director's strategic planning session.
- We are looking at different support group options for our victims and their non offending family members.
- We are searching for new grant revenue possibilities.
- We look forward to more presentations and visibility in the community, we want to make a concerted effort to get child abuse facts to the communities we serve.
- We will continue with an active Child Abuse Awareness activities, particularly in April.

1/21/04

**ASSET FORFEITURE FUND**

**STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE**

**January 23, 2004**

**STATE'S ATTORNEY:**

|   |               |
|---|---------------|
| Beginning Balance 01/01/2004                          | \$ -47,895.49 |
| (Reflects \$80,000 transfer to General Fund 12/31/02) |               |
| Revenue   | <u>.00</u>    |
| Total Funds Available                                 | \$ -47,895.49 |
| Expenditures  | <u>.00</u>    |
| Fund Balance 01/23/04                                 | \$ -47,895.49 |

**SHERIFF:**

|                              |                 |
|------------------------------|-----------------|
| Beginning Balance 01/01/2004 | \$ 55,631.50    |
| Revenue                      | <u>2,052.76</u> |
| Total Funds Available        | \$ 57,684.26    |
| Expenditures                 | <u>.00</u>      |
| Fund Balance 01/23/04        | \$ 57,684.26    |

**TOTAL FUND BALANCE- January 23, 2004 \$ 9,788.77**

## McLean County State's Attorney's Office 2003 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. **2004 YTD** **2003 YTD** **2003 Total** **2004 Projected**

### CRIMINAL

|                        | Jan.         | Feb. | Mar. | April | May | June | July | Aug. | Sept. | Oct. | Nov. | Dec. | 2004 YTD     | 2003 YTD     | 2003 Total    | 2004 Projected |
|------------------------|--------------|------|------|-------|-----|------|------|------|-------|------|------|------|--------------|--------------|---------------|----------------|
| Felony                 | 85           |      |      |       |     |      |      |      |       |      |      |      | 85           | 105          | 1,307         | 1,348          |
| Misdemeanor            | 201          |      |      |       |     |      |      |      |       |      |      |      | 201          | 150          | 2,128         | 3,189          |
| Asset Forfeiture       | 11           |      |      |       |     |      |      |      |       |      |      |      | 11           | 6            | 102           | 174            |
| <b>Family Totals</b>   | <b>34</b>    |      |      |       |     |      |      |      |       |      |      |      | <b>34</b>    | <b>34</b>    | <b>525</b>    | <b>539</b>     |
| Family                 | 23           |      |      |       |     |      |      |      |       |      |      |      | 23           | 18           | 362           | 365            |
| Order of Protection    | 11           |      |      |       |     |      |      |      |       |      |      |      | 11           | 16           | 163           | 174            |
| <b>Juvenile Totals</b> | <b>28</b>    |      |      |       |     |      |      |      |       |      |      |      | <b>28</b>    | <b>19</b>    | <b>223</b>    | <b>444</b>     |
| Juvenile               | 0            |      |      |       |     |      |      |      |       |      |      |      | 0            | 32           | 8             | 0              |
| Juvenile Abuse         | 15           |      |      |       |     |      |      |      |       |      |      |      | 15           | 4            | 105           | 238            |
| Juvenile Delinquency   | 13           |      |      |       |     |      |      |      |       |      |      |      | 13           | 13           | 110           | 206            |
| <b>Traffic Totals</b>  | <b>1,639</b> |      |      |       |     |      |      |      |       |      |      |      | <b>1,639</b> | <b>1,957</b> | <b>30,207</b> | <b>26,010</b>  |
| Traffic                | 1,579        |      |      |       |     |      |      |      |       |      |      |      | 1,579        | 1,904        | 29,372        | 25,058         |
| DUI Traffic            | 60           |      |      |       |     |      |      |      |       |      |      |      | 60           | 53           | 835           | 952            |

### CHILD SUPPORT

|                                      |    |  |  |  |  |  |  |  |  |  |  |  |    |    |     |     |
|--------------------------------------|----|--|--|--|--|--|--|--|--|--|--|--|----|----|-----|-----|
| Paternity cases filed                | 7  |  |  |  |  |  |  |  |  |  |  |  | 7  | 6  | 117 | 111 |
| Paternity cases established          | 3  |  |  |  |  |  |  |  |  |  |  |  | 3  | 4  | 59  | 47  |
| Paternities excluded                 | 1  |  |  |  |  |  |  |  |  |  |  |  | 1  | 0  | 4   | 15  |
| Support Orders entered               | 50 |  |  |  |  |  |  |  |  |  |  |  | 50 | 51 | 482 | 793 |
| Modification proceedings filed       | 0  |  |  |  |  |  |  |  |  |  |  |  | 0  | 8  | 219 | 0   |
| Modification proceedings adjudicated | 4  |  |  |  |  |  |  |  |  |  |  |  | 4  | 28 | 147 | 63  |
| Enforcement actions filed            | 39 |  |  |  |  |  |  |  |  |  |  |  | 39 | 16 | 340 | 618 |
| Enforcement actions adjudicated      | 55 |  |  |  |  |  |  |  |  |  |  |  | 55 | 27 | 551 | 872 |
| Hearings set before Hearing Officer  | 39 |  |  |  |  |  |  |  |  |  |  |  | 39 | 81 | 819 | 618 |
| Orders prepared by Hearing Officer   | 31 |  |  |  |  |  |  |  |  |  |  |  | 31 | 54 | 676 | 491 |

2004 Projected = (2004 YTD/Day of Year) x 365 Days

n/c= not calculable



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

January 23, 2004

**TO:** Mr. Tari Renner, Chairman  
Justice Committee  
**FROM:** Sheriff David Owens  
**SUBJ:** FEBRUARY 2<sup>ND</sup>, 2004 JUSTICE COMMITTEE AGENDA

Dear Mr. Renner:

I would respectfully request that the following two (2) items be placed on the February 2<sup>nd</sup>, 2004 Justice Committee Agenda for Action and one (1) item for Information Only.

### Action

- 1) Uniform Bids:** Formal bids were solicited for the purchase of police uniforms and equipment for the time period of February 1, 2004 to January 31, 2005. Two bids were received, one from Ray O'Herron Company, Inc. and one from Galls Inc.

Ray O'Herron Co., Inc. submitted a complete bid on all categories. Gall's Inc. only provided a partial bid on some of the categories.

After review of both bid proposals, it is my recommendation that McLean County accept the bid proposal provided by Ray O'Herron Co., Inc. The overall increase from 2003 to 2004 is 2.1%. (Please see attached information).

- 2) Law Enforcement Block Grant:** I am requesting approval from the Justice Committee to apply for a Law Enforcement Block Grant, from the Illinois Criminal Justice Information Authority, to purchase a boat and motor to replace the current one being used to patrol Comlara Park by the McLean County Sheriff's Office. The current boat and motor has been in service since 1995 and is only marginally serviceable. (See attached)

The boat and motor combination would not exceed \$10,000.00 with a 10% cash match. If the Grant were approved, we would pull the cash match from the existing FY 2004 Sheriff's Office budget.



Mr. Tari Renner  
January 23, 2004  
Page 2

**Information**

- 1) **McLean County Detention Facility Population Report:** (Please see attached).

If you have any questions, prior to the meeting, please feel free to contact me.



David Owens  
Sheriff

DO:jc



McLEAN COUNTY SHERIFF'S DEPARTMENT  
DAVID OWENS, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

December 26, 2003

To : Chief Love  
From : Lieutenant Emery  
Re : Uniform and Equipment Bid (2004)

Chief,

Formal written bids were solicited, from November 18, 2003 to December 19, 2003, for the purchase of police uniforms and equipment. On December 19, 2003 at 10:00am, those bids were opened and read by Chief Deputy Auditor Julie Osborne. Two bids were received. Bid is for February 1, 2004 to January 31, 2005.

1. Ray O'Herron Company, Inc.  
3549 North Vermilion Street  
P.O. Box 1070  
Danville, Illinois 61834-1070
2. Galls Inc.  
2680 Palumbo Drive  
Lexington, Kentucky 40509

Ray O'Herron Co., Inc submitted a complete bid on all categories. Gall's Inc provided a partial bid on some of the categories.

After review of both bid proposals, it is my recommendation that McLean County accept the bid proposal provided by Ray O'Herron Co., Inc. The overall proposal increase from 2003 to 2004 is 2.1%.

Ray O'Herron Co., Inc. maintains an inventory suitable to accommodate our uniform and equipment needs. If Gall's Inc. is capable of supplying an item at a cheaper cost than O'Herron's, the bid proposal allows for McLean County to purchase that item.

Lieutenant Mike Emery

# O'Herron Co., Inc

November 18, 2003

**INSTRUCTIONS TO BIDDERS**

Sheriff's Dept. Uniform & Equipment Purchases  
For The One Year Period Of February 1, 2004 to January 31, 2005

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400. Operations Commander Lt. Mike Emery (309) 888-5928.

**Mandatory Vendor Information**

Name of company submitting formal quote: RAY O'HERRON COMPANY, INC.  
Printed name of authorizing agent submitting quote: DAN YARA, SALES REP  
Signature of authorizing agent submitting Quote: *Dan Yara*  
Date quote proposal submitted: 12/5/03  
Company address: 3549 N VERMILION ST, PO BOX 1070  
DANVILLE IL 61834-1070

Company Contact Telephone Number: DAN YARA, 708-710-3396 OR JUDIE DONATH/1-800-223-2097  
Company Contact Email Address: yarafamily@aol.com or jdonath@oherron.com  
Company Contact FAX Number: 708-532-5714 1-800-223-2097

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

**"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Department"**

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the McLean County Administrators Office, Rm 701, McLean County Law and Justice Building, 104 W. Front Street, Bloomington, Illinois 61702-2400, by 10:00am on Friday, December 19, 2003. This is the date and time of the bid opening.

Bids will be opened in Room 700 of the Law & Justice Center (the County Board room) by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2004 to January 31, 2005 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if *the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.*

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. **Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.**

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mike Emery at 309-888-5928 Monday through Friday, 8:30a.m. to 4:30p.m.

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

#### Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted

models & brands are approved by Lt. Kistner prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.*

- \$ ~~240.40~~ Deputy Blauer Jacket #GTX-9010-Z
- ~~99.42~~ Deputy Horace Small Convertible Jacket #2307
- ~~35.61~~ Command White S.S. Shirt Flying Cross #95R6600
- ~~38.61~~ Command White L.S. Shirt Flying Cross #45W6600
- ~~48.96~~ Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design
- ~~39.29~~ StreetGear 8810 Poly Cotton Brown Trousers
- ~~4.26~~ Sam Broom Necktie in pink tan or corrections gray
- ~~7.46~~ Ballcap in deputy brown or corrections blue w/mesh
- ~~41.87~~ Midway 5-Star hat (with all accessories including cover matching pant material)
- ~~4.26~~ Replacement Midway hat accessories, silver, or gold
- ~~23.32~~ Midway hat cover in white leather material
- ~~14.74~~ Langenburg winter hat #4396 fur trooper type
- ~~59.97~~ Bates Lightweight men's shoes in clarino Model #942
- ~~58.63~~ Bates Lightweight women's shoes in clarino Model #742
- ~~122.60~~ Rocky Boots Model #8032
- ~~20.18~~ Rainfair yellow raincoat #2100-8000
- ~~149.30~~ Fechheimer brown or blue windbreaker #43159
- ~~55.44~~ Wooly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab
- ~~86.89~~ U.S. 101 Coveralls - brown or black
- ~~106.36~~ Corrections Blauer #6025 Convertible Jacket
- ~~45.84~~ Corrections Flying Cross S.S. Shirt #97R6686
- ~~40.51~~ Corrections Flying Cross L.S. Shirt #47W6686
- ~~45.31~~ Fechheimer Corrections pants #32230
- ~~40.48~~ Deputy Flying Cross Long Sleeve Shirt #45R6694
- ~~35.61~~ Deputy Flying Cross Short Sleeve Shirt #95R6694
- ~~63.96~~ Bates Enforcer 4" quarter boot
- ~~83.16~~ Bates Chukka Leather Shoe Model 78
- ~~298.49~~ Illinois State Police Style Leather Jacket Model 4415
- ~~66.10~~ RW1684L Yellow Raincoat 50" w/hood
- ~~128.79~~ Blauer Defender 734BR raincoat
- ~~41.58~~ Sentry Plus Men's LS Shirt Z919AP
- ~~32.21~~ Sentry Plus Men's SS Shirt Z959AP
- ~~34.80~~ Sentry Plus Women's LS Shirt Z905AP
- ~~32.70~~ Sentry Plus Women's LS Shirt Z975AP
- ~~128.60~~ ROCKY ELIMINATOR LUG
- ~~56.51~~ WOOLY PULLY SWEATER #210 W/BADGE TAB

TOTAL FOR UNIFORM CATEGORY \$ 2432.13

.05776 increase

**POLICE LEATHER CATEGORY**

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

- \$ 47.92 Outer duty belt #120-FV w/buckle **DON HUME**
- 25.36 Inner velcro garrison belt #125-FV **DON HUME**
- 25.26 Cuff Case - velcro **DON HUME**
- 6.21 Keepers that are the wide "snap" type **SAFARILAND**
- 6.73 Nightstick 1.5" ring S-505 **DON HUME**
- 27.02 Magazine Pouch #D407-V-CL **DON HUME**
- 27.95 Speedloader Pouch #D418 **DON HUME**
- 102.47 Safariland SS-III Safety Holster
- 27.16 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)
- 27.61 Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon) **UNCLE MIKE'S 8880**
- 12.94 Latex Glove Pouches (to carry protective gloves) **DON HUME**
- 47.61 Safariland 87V Duty Belt in Clarino w/buckle
- 28.98 Safariland #99 Inner velcro belt in Clarino
- 18.63 Bianchi Model 73075 pepper holder in Clarino **#18204**
- 18.63 **SAFARILAND 190 OR 090 CUFF CASE**

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 440.48 ,03

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

**ALL BIANCHI**

- \$ 42.02 Outer duty belt #120-FV w/buckle 7960
- 19.61 Inner velcro garrison belt #125-FV 7205
- 21.01 Cuff Case - velcro 7900
- 11.54 Keepers that are the wide "snap" type 7906
- 7.97 Nightstick 1.5" ring S-505 7904
- 28.20 Magazine Pouch #D407-V-CL 7902
- NO BID Speedloader Pouch #D418
- 62.98 Safariland SS-III Safety Holster SL321
- 26.24 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon) 7314S
- 26.24 Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon) #7314S
- 19.41 Latex Glove Pouches (to carry protective gloves) 7915
- 42.02 Safariland 87V Duty Belt in Clarino w/buckle 7960
- 20.65 Safariland #99 Inner velcro belt in Clarino 7205
- 21.01 Bianci Model 73075 pepper holder in Clarino 7907

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ 348.90** .037



Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

- \$ 41.35 Outer duty belt #120-FV w/buckle **SAFARILAND 94**
- 18.63 Inner velcro garrison belt #125-FV **BOSTON 6505**
- 20.70 Cuff Case - velcro **SAFARILAND 90**
- 6.21 Keepers that are the wide "snap" type **65-4 SAFARILAND**
- 6.73 Nightstick 1.5" ring S-505 **SAFARILAND 67S**
- 22.77 Magazine Pouch #D407-V-CL **SAFARILAND 77**
- 27.95 Speedloader Pouch #D418 **SAFARILAND 340**
- 102.47 Safariland SS-III Safety Holster
- 27.61 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)
- 27.61 Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon) **UNCLE MIKE'S 8880**
- 10.94 Latex Glove Pouches (to carry protective gloves) **SAFARILAND 33**
- 47.61 Safariland 87V Duty Belt in Clarino w/buckle
- 28.98 Safariland #99 Inner velcro belt in Clarino
- 20.80 Bianchi Model 73075 pepper holder in Clarino **SAFARILAND 38**
- 18.63 090 OR 190 CUFF CASE **SAFARILAND**

**TOTAL FOR THE POLICE LEATHER CATEGORY \$ 426.75** .02 L

### BADGE CATEGORY

**Blackington is the only badge we will accept in this category. No substitutes here please.**

- \$ 43.50 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
- 51.75 Same as above but in HiGlow finish
- 49.75 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
- 60.25 Same as above but in HiGlow finish
- 56.00 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back (Lieutenants)
- 70.50 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
- 14.50 Tie Tack #A3271 in either gold or silver color finish
- 12.50 Namebar #A2388 in Rhodium finish
- 16.75 Same as above but in HiGlow finish
- 14.50 "Serving Since" bar in gold or silver finish
- 18.75 Badge Cases for B1004
- 18.75 Badge Cases for B736
- 18.75 Badge Cases for B1275
- 6.25 94-G-UKFC TIE BAR

**TOTAL FOR THE BADGE CATEGORY: \$ 461.25**

.057

**POLICE BODY ARMOR CATEGORY**

No substitutes will be accepted in this category.

\$424.00 2nd Chance Body Armor SC-229 W/1 SPA 5x8 K-30 PLATE  
Superfeatherlight  
with SPA & K30 insert  
Threat level-II  
"MAXIMUM Model 22 x \_\_\_\_\_ " NO .OVERSIZE CHARGES

\$49.00 Replacement 2nd Chance SPA for the above listed vest

ALTERNATE SMF-II W/1 SPA & 5x8 K-30 PLATE \$368.00  
ADDITIONAL SPA \$49.00

OR,

If the above vest is not available please provide specifications and cost on a comparable vest.

SUB TOTAL FOR POLICE BODY ARMOR \$ \_\_\_\_\_

STATE CONTRACT BODY ARMOR PSD4009743 EFFECTIVE UNTIL 2/29/04  
POINT BLANK ZL5 LEGACY II VEST  
2 CARRIERS/STS PLATE \$368.00

*Same*

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Kistner must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items -- or comparable items are bid if you choose to substitute as outlined above.

- \$ 14.00 Safariland Speedloaders
- 340.00 CMI Model S-02 PBT unit IL STATE CONTRACT SD-2
- 24.80 Peerless PSN handcuffs SW 350103 \$22.50
- 9.32 H.K.S. Speedloaders
- 176.00 Premier Crown Riot Helmet Model 700 with full riot package  
(RCK 700 conversion kit)
- 56.00 Replacement RCK 700 Conversion Package
- 11.00 Replacement visor w/rank band for Premier 700
- 22.00 Replacement interior liner & sizing kit for Premier 700
- 21.00 Saunders Aluminum Report Writing Board #~~AHS512~~ 10017
- 16.00 Saunders Aluminum Ticket Writing Board #~~AHS102~~ 10006
- 231.00 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- 4.75 3 volt Lithium Batteries #DL123A
- 290.00 Red Flares w/spikes #2730-30 minute (per gross)
- 280.00 Red Flares w/spikes #2720-20 minute (per gross)
- 24.50 Hickory 36" riot baton w/rawhide thong J0894/JP15
- 51.95 ASP Expandable Baton Model #616-B 02211
- 54.90 ASP Expandable Baton Model #F-21-B 02411
- 59.00 ASP Expandable Baton Model #926-B 02611
- 23.50 NIK Narcotics Test Kit "G" #6077 ODV 904B 15.60
- 23.50 NIK Narcotics Test Kit "E" #6075 ODV 908 15.60
- 102.00 Streamlight SL-20x with DC & AC charger
- 29.50 Streamlight Ni-Cad Battery stick for SL-20x
- 11.90 Streamlight replacement bulb/lamp module for SL-20x
- 10.50 Streamlight Charger Sleeve
- 400.00 Alco-Check 3000 breath test device w/AC & DC Charger  
Batteries & 200 mouthpieces included CMI SD-5 001042K-IL
- 57.00 Michaels of Oregon Holster #9925
- 28.00 Michaels of Oregon Holster #8820
- 28.00 Michaels of Oregon Holster #8821
- 26.00 Rondex CPR Mask #2230-2 w/ #5000 storage kit
- 6.50 Disposable Emergency Blanket U.S. Laminating Brand
- 8.50 Rondex CPR Kit #2230-2
- DISC C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)  
per case of 10 (60" x 90")
- 12.25 Def-Tec 1st Defens Pepper Mace MK III 5039
- 14.50 Def-Tec 1st Defense Pepper Mace MK IV
- DISC Def-Tec 1st Defense Pepper Mace MK V
- 40.00 015035 MOUTHPIECES PKG 250 SD-2 & SD-5

- 11.25 Def-Tec 1st Defense Pepper Mace MK VI 5069
- 40.25 Def-Tec 1st Defense Pepper Mace MK IX 5099
- 34.25 MSI - FEDERAL LABS 4040 PEPPER FOAM 4040
- 40.25 MSI - FEDERAL LABS 4030 PEPPER FOAM 4030
- 27.00 Outer's firearms target pasters (20 roll carton) **NATIONAL PASTERS RL**
- 96.00 Flex-Cuf's per order of 100 (#5010)
- 264.00 Def-Tec Gas Mask Model 68 tactical with nylon holder 1497C-1499C/1511
- 460.00 Glock Model 21 pistol
- 458.00 Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot magazine capacity
- 84.50 Streamlight Stinger flashlight AC75001
- 19.75 Closed Top Carrier for the above listed STN-3 Clarino

**SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 4018.32**

037

# Gall's Inc.

November 18, 2003

INSTRUCTIONS TO BIDDERS

Sheriff's Dept. Uniform & Equipment Purchases  
For The One Year Period Of February 1, 2004 to January 31, 2005

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400. Operations Commander Lt. Mike Emery (309) 888-5928.

Mandatory Vendor Information

Name of company submitting formal quote: Galls Inc  
Printed name of authorizing agent submitting quote: Kevin Newby  
Signature of authorizing agent submitting Quote: Kevin Newby  
Date quote proposal submitted: 12-17-2003  
Company address: 2680 Palumbo Dr. Lexington, KY 40509

Company Contact Telephone Number: 800-876-4242 x 2381  
Company Contact Email Address: Newby-Kevin@Galls.com  
Company Contact FAX Number: 877-914-2557

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Department"

The name and address of the bidder must appear in the upper left hand corner of the sealed envelope. The envelope must be delivered to the McLean County Administrators Office, Rm 701, McLean County Law and Justice Building, 104 W. Front Street, Bloomington, Illinois 61702-2400, by 10:00am on Friday, December 19, 2003. This is the date and time of the bid opening.

Bids will be opened in Room 700 of the Law & Justice Center (the County Board room) by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2004 to January 31, 2005 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mike Emery at 309-888-5928 Monday through Friday, 8:30a.m. to 4:30p.m.

Vendors do not have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

#### Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted



models & brands are approved by Lt. Kistner prior to the bid opening and they are comparable to the particular brand and model listed below. If you substitute a brand please note that clearly so we know exactly what you propose as a substitute.

~~\$ No Bid~~ Deputy Blauer Jacket #GTX-9010-Z

~~No Bid~~ Deputy Horace Small Convertible Jacket #2307

31.50 Command White S.S. Shirt Flying Cross #95R6600

36.25 Command White L.S. Shirt Flying Cross #45W6600

58.50 Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design

~~No Bid~~ StreetGear 8810 Poly Cotton Brown Trousers

~~No Bid~~ Sam Broom Necktie in pink tan or corrections gray

7.99 Ballcap in deputy brown or corrections blue w/mesh

~~No Bid~~ Midway 5-Star hat (with all accessories including cover matching pant material)

~~No Bid~~ Replacement Midway hat accessories, silver, or gold

~~No Bid~~ Midway hat cover in white leather material

18.75 Langenburg winter hat #4396 fur trooper type

65.75 Bates Lightweight men's shoes in clarino Model #942

77.50 Bates Lightweight women's shoes in clarino Model #742

123.75 Rocky Boots Model #8032

~~No Bid~~ Rainfair yellow raincoat #2100-8000

~~No Bid~~ Fechheimer brown or blue windbreaker #43159

~~No Bid~~ Wooly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab

90.50 U.S. 101 Coveralls - brown or black

~~No Bid~~ Corrections Blauer #6025 Convertible Jacket

55.99 Corrections Flying Cross S.S. Shirt #97R6686

59.50 ~~59.50~~ Corrections Flying Cross L.S. Shirt #47W6686

~~No Bid~~ Fechheimer Corrections pants #32230

40.50 Deputy Flying Cross Long Sleeve Shirt #45R6694

45.50 Deputy Flying Cross Short Sleeve Shirt #95R6694

27.50 ~~79.65~~ Bates Enforcer 4" quarter boot Galls Brand SP487

79.65 Bates Chukka Leather Shoe Model 78

~~No Bid~~ Illinois State Police Style Leather Jacket Model 4415

~~No Bid~~ RW1684L Yellow Raincoat 50" w/hood

~~No Bid~~ Blauer Defender 734BR raincoat

~~No Bid~~ Sentry Plus Men's LS Shirt Z919AP

~~No Bid~~ Sentry Plus Men's SS Shirt Z959AP

~~No Bid~~ Sentry Plus Women's LS Shirt Z905AP

~~No Bid~~ Sentry Plus Women's LS Shirt Z975AP

TOTAL FOR UNIFORM CATEGORY \$ 819.04 (7110)

### POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

\$no Bid Outer duty belt #120-FV w/buckle

no Bid Inner velcro garrison belt #125-FV

no Bid Cuff Case - velcro

no Bid Keepers that are the wide "snap" type

no Bid Nightstick 1.5" ring S-505

22.50 Magazine Pouch #D407-V-CL

no Bid Speedloader Pouch #D418

106.00 Safariland SS-III Safety Holster

no Bid Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)

no Bid Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon)

11.25 Latex Glove Pouches (to carry protective gloves)

38.00 Safariland 87V Duty Belt in Clarino w/buckle

24.75 Safariland #99 Inner velcro belt in Clarino

no Bid Bianchi Model 73075 pepper holder in Clarino

TOTAL FOR THE POLICE LEATHER CATEGORY \$ \_\_\_\_\_

### BADGE CATEGORY

Blackington is the only badge we will accept in this category. No substitutes here please.

- \$ 42.50 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
- 58.50 Same as above but in HiGlow finish
- 57.50 ~~67.50~~ Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
- 67.50 Same as above but in HiGlow finish
- 55.50 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back (Lieutenants)
- 69.50 ~~55.50~~ Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
- 11.25 Tie Tack #A3271 in either gold or silver color finish
- 10.50 Namebar #A2388 in Rhodium finish
- 15.00 Same as above but in HiGlow finish
- 6.25 "Serving Since" bar in gold or silver finish
- 3.60 Badge Cases for B1004
- 3.60 Badge Cases for B736
- 3.60 Badge Cases for B1275

TOTAL FOR THE BADGE CATEGORY: \$ \_\_\_\_\_

**POLICE BODY ARMOR CATEGORY**

No substitutes will be accepted in this category.

No Bid 2nd Chance Body Armor  
Superfeatherlight  
with SPA & K30 insert  
Threat level-II  
"MAXIMUM Model 22 x \_\_\_\_\_"

\_\_\_\_\_ Replacement 2nd Chance SPA for the above listed vest

OR,

If the above vest is not available please provide specifications and cost on a comparable vest.

SUB TOTAL FOR POLICE BODY ARMOR \$ \_\_\_\_\_

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Kistner must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items -- or comparable items are bid if you choose to substitute as outlined above.

\$ No Bid Safariland Speedloaders

353.00 CMI Model S-02 PBT unit

22.25 Peerless PSN handcuffs

No Bid H.K.S. Speedloaders

No Bid Premier Crown Riot Helmet Model 700 with full riot package  
(RCK 700 conversion kit)

No Bid Replacement RCK 700 Conversion Package

No Bid Replacement visor w/rank band for Premier 700

No Bid Replacement interior liner & sizing kit for Premier 700

19.24 Saunders Aluminum Report Writing Board #AH8512

17.99 Saunders Aluminum Ticket Writing Board #A48102

8.75 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls

7.50 3 volt Lithium Batteries #DL123A

97.50 Red Flares w/spikes #2730-30 minute (per gross)

85.50 Red Flares w/spikes #2720-20 minute (per gross)

14.50 Hickory 36" riot baton w/rawhide thong

40.60 ASP Expandable Baton Model #616-B

44.15 ASP Expandable Baton Model #F-21-B

47.75 ASP Expandable Baton Model #926-B

21.25 NIK Narcotics Test Kit "G" #6077

21.25 NIK Narcotics Test Kit "E" #6075

88.00 Streamlight SL-20x with DC & AC charger

15.25 Streamlight Ni-Cad Battery stick for SL-20x

10.00 Streamlight replacement bulb/lamp module for SL-20x

No Bid Streamlight Charger Sleeve

No Bid Alco-Check 3000 breath test device w/AC & DC Charger  
Batteries & 200 mouthpieces included

51.75 Michaels of Oregon Holster #9925

22.60 Michaels of Oregon Holster #8820

22.60 Michaels of Oregon Holster #8821

No Bid Rondex CPR Mask #2230-2 w/ #5000 storage kit

No Bid Disposable Emergency Blanket U.S. Laminating Brand

No Bid Rondex CPR Kit #2230-2

No Bid C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits)  
per case of 10 (60" x 90")

9.25 Def-Tec 1st Defens Pepper Mace MK III

10.65 Def-Tec 1st Defense Pepper Mace MK IV

No Bid Def-Tec 1st Defense Pepper Mace MK V

12.25 Def-Tec 1st Defense Pepper Mace MK VI

34.99 Def-Tec 1st Defense Pepper Mace MK IX

11.50 MSI - FEDERAL LABS 4040 PEPPER FOAM

40.00 MSI - FEDERAL LABS 4030 PEPPER FOAM

No Bid Outer's firearms target pasters (20 roll carton)

69.25 Flex-Cuf's per order of 100 (#5010)

206.00 Def-Tec Gas Mask Model 68 tactical with nylon holder

No Bid Glock Model 21 pistol

No Bid Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot  
magazine capacity

63.99 Streamlight Stinger flashlight AC75001

No Bid Closed Top Carrier for the above listed STN-3 Clarino

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ \_\_\_\_\_



DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mclean.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

---

January 23, 2004

Sheriff Dave Owens  
McLean County Sheriff's Department  
104 W. Front St.  
Bloomington, IL 61701

Dear Sheriff Owens:

In response to your memo concerning the possibility of using a Law Enforcement Block Grant to replace the current patrol/rescue boat stationed at McLean County's Evergreen Lake facility, I fully support the replacement of this unit and the appropriateness of the Law Enforcement Block Grant for this purpose. The current watercraft has served the Evergreen Lake water supply reservoir's recreational, safety, and security requirements since 1995. In addition, this watercraft has been used at both Lake Bloomington and on the Mackinaw River to assist with search, recovery, and mutual assistance missions.

While the current watercraft is in fair operating condition, repair requirements over the past 3 years have increased the periods when the watercraft is not available. It is likely that this patrol vehicle could be scheduled for replacement within the coming fiscal year's budget cycle. The replacement of the watercraft at this time, should greatly improve the reliability of the Sheriff's Department water patrol and emergency response missions for the next several years.

As always, the Department of Parks and Recreation stands ready to work cooperatively with you to identify avenues to provide the local match for the Grant. Please feel free to contact me, if you need additional information.

Sincerely,

William R.(Bill) Wasson  
Director of Parks and Recreation

MCDF-Population Report  
 First Quarter  
 January / 2004

| Date    | Total  | IN     |       | Spec Needs |      | Spec Needs |      | Str. Sent |      | Str. Sent |      | Work Rel |      | Work Rel |      | Week   |      | Week   |      | Other Fac |      | Other Fac |       |       |
|---------|--------|--------|-------|------------|------|------------|------|-----------|------|-----------|------|----------|------|----------|------|--------|------|--------|------|-----------|------|-----------|-------|-------|
|         |        | Pop    | House | Female     | Male | Female     | Male | Female    | Male | Female    | Male | Female   | Male | Female   | Male | Female | Male | Female | Male | Female    | Male | Female    | Male  |       |
| 1       | 228    | 201    | 37    | 191        | 9    | 20         |      |           |      |           |      |          |      |          |      |        |      |        |      | 0         | 0    | 3         | 3     |       |
| 2       | 227    | 200    | 37    | 190        | 9    | 14         |      |           |      |           |      |          |      |          |      |        |      |        |      |           | 0    | 0         | 3     | 3     |
| 3       | 232    | 206    | 39    | 193        | 10   | 10         |      |           |      |           |      |          |      |          |      |        |      |        |      |           | 0    | 0         | 18    | 18    |
| 4       | 236    | 215    | 40    | 196        | 11   | 15         |      |           |      |           |      |          |      |          |      |        |      |        |      |           | 0    | 0         | 18    | 18    |
| 5       | 234    | 192    | 40    | 194        | 10   | 13         |      |           |      |           |      |          |      |          |      |        |      |        |      |           | 0    | 0         | 18    | 18    |
| 6       | 252    | 206    | 41    | 211        | 12   | 13         |      |           |      |           |      |          |      |          |      |        |      |        |      |           | 0    | 0         | 23    | 23    |
| 7       | 256    | 206    | 38    | 218        | 6    | 14         |      |           | 7    | 63        |      |          | 3    | 7        | 8    | 13     |      |        |      |           | 0    | 0         | 23    | 23    |
| 8       | 253    | 203    | 38    | 215        | 6    | 14         |      |           | 6    | 61        |      |          | 3    | 7        | 8    | 13     |      |        |      |           | 0    | 0         | 23    | 23    |
| 9       | 244    | 194    | 40    | 204        | 7    | 15         |      |           | 6    | 55        |      |          | 3    | 7        | 8    | 13     |      |        |      |           | 0    | 0         | 23    | 23    |
| 10      | 252    | 213    | 43    | 209        | 7    | 14         |      |           | 8    | 59        |      |          | 3    | 7        | 8    | 14     |      |        |      |           | 0    | 0         | 31    | 31    |
| 11      | 256    | 222    | 44    | 212        | 8    | 21         |      |           | 9    | 56        |      |          | 3    | 7        | 8    | 13     |      |        |      |           | 0    | 0         | 30    | 30    |
| 12      | 250    | 197    | 42    | 208        | 6    | 18         |      |           | 9    | 55        |      |          | 3    | 8        | 8    | 13     |      |        |      |           | 0    | 0         | 30    | 30    |
| 13      | 252    | 202    | 41    | 211        | 5    | 11         |      |           | 7    | 61        |      |          | 3    | 8        | 8    | 13     |      |        |      |           | 0    | 0         | 29    | 29    |
| 14      | 247    | 198    | 37    | 210        | 5    | 10         |      |           | 7    | 59        |      |          | 3    | 7        | 8    | 13     |      |        |      |           | 0    | 0         | 28    | 28    |
| 15      | 249    | 193    | 40    | 209        | 8    | 26         |      |           | 7    | 55        |      |          | 3    | 7        | 8    | 13     |      |        |      |           | 0    | 0         | 29    | 29    |
| 16      | 240    | 184    | 41    | 199        | 8    | 15         |      |           | 7    | 52        |      |          | 3    | 7        | 8    | 13     |      |        |      |           | 0    | 0         | 29    | 29    |
| 17      | 238    | 203    | 41    | 197        | 7    | 17         |      |           | 8    | 51        |      |          | 3    | 7        | 8    | 13     |      |        |      |           | 0    | 0         | 24    | 24    |
| 18      | 242    | 212    | 42    | 200        | 7    | 15         |      |           | 8    | 48        |      |          | 3    | 7        | 7    | 13     |      |        |      |           | 0    | 0         | 24    | 24    |
| 19      | 233    | 185    | 40    | 193        | 8    | 9          |      |           | 8    | 46        |      |          | 3    | 7        | 7    | 13     |      |        |      |           | 0    | 0         | 24    | 24    |
| 20      | 240    | 191    | 41    | 199        | 6    | 10         |      |           | 8    | 46        |      |          | 3    | 7        | 7    | 13     |      |        |      |           | 0    | 0         | 24    | 24    |
| 21      | 228    | 180    | 41    | 187        | 6    | 11         |      |           | 8    | 45        |      |          | 3    | 7        | 7    | 13     |      |        |      |           | 0    | 0         | 23    | 23    |
| 22      | 233    | 191    | 41    | 192        | 7    | 18         |      |           | 7    | 44        |      |          | 2    | 7        | 7    | 13     |      |        |      |           | 0    | 0         | 16    | 16    |
| 23      | 221    | 179    | 39    | 182        | 4    | 8          |      |           | 7    | 46        |      |          | 2    | 8        | 7    | 13     |      |        |      |           | 0    | 0         | 16    | 16    |
| 24      | 230    | 203    | 41    | 189        | 10   | 10         |      |           | 7    | 45        |      |          | 2    | 8        | 7    | 14     |      |        |      |           | 0    | 0         | 16    | 16    |
| 25      | 227    | 205    | 41    | 186        | 9    | 9          |      |           | 7    | 47        |      |          | 2    | 8        | 7    | 12     |      |        |      |           | 0    | 0         | 16    | 16    |
| 26      | 224    | 184    | 40    | 184        | 6    | 8          |      |           | 6    | 47        |      |          | 2    | 9        | 6    | 12     |      |        |      |           | 0    | 0         | 16    | 16    |
| 27      |        |        |       |            |      |            |      |           |      |           |      |          |      |          |      |        |      |        |      |           |      |           |       |       |
| 28      |        |        |       |            |      |            |      |           |      |           |      |          |      |          |      |        |      |        |      |           |      |           |       |       |
| 29      |        |        |       |            |      |            |      |           |      |           |      |          |      |          |      |        |      |        |      |           |      |           |       |       |
| 30      |        |        |       |            |      |            |      |           |      |           |      |          |      |          |      |        |      |        |      |           |      |           |       |       |
| 31      |        |        |       |            |      |            |      |           |      |           |      |          |      |          |      |        |      |        |      |           |      |           |       |       |
| Total   | 6224   | 5165   | 1045  | 5179       | 197  | 358        |      |           | 147  | 1041      |      |          | 55   | 147      | 150  | 260    |      |        |      |           | 0    | 0         | 557   | 557   |
| Average |        |        |       |            |      |            |      |           |      |           |      |          |      |          |      |        |      |        |      |           |      |           |       |       |
| Jan-04  | 239.38 | 198.65 | 40.19 | 199.19     | 7.58 | 13.77      |      |           | 7.35 | 52.05     |      |          | 2.75 | 7.35     | 7.50 | 13.00  |      |        |      |           | 0    | 0         | 21.42 | 21.42 |



MCDF Average Population  
Six Month Comparison  
2004

| Month                      | January<br>2004 | February<br>2004 | March<br>2004 | April<br>2004 | May<br>2004 | June<br>2004 | Average |
|----------------------------|-----------------|------------------|---------------|---------------|-------------|--------------|---------|
| Daily Total                | 239.38          |                  |               |               |             |              |         |
| In House                   | 198.65          |                  |               |               |             |              |         |
| Female                     | 40.19           |                  |               |               |             |              |         |
| Male                       | 199.19          |                  |               |               |             |              |         |
| Special<br>Needs-Females   | 7.58            |                  |               |               |             |              |         |
| Special<br>Needs-Males     | 13.77           |                  |               |               |             |              |         |
| Straight<br>Sent-Females   | 7.35            |                  |               |               |             |              |         |
| Straight<br>Sent-Males     | 52.05           |                  |               |               |             |              |         |
| Work<br>Release-Female     | 2.75            |                  |               |               |             |              |         |
| Work<br>Release-Males      | 7.35            |                  |               |               |             |              |         |
| Weekenders<br>Females      | 7.50            |                  |               |               |             |              |         |
| Weekenders<br>Male         | 13.00           |                  |               |               |             |              |         |
| Other Facilities<br>Female | 00.00           |                  |               |               |             |              |         |
| Other Facilities<br>Male   | 21.42           |                  |               |               |             |              |         |

MCDF Average Population  
Six Month Comparison

| Month                | July<br>2003 | August<br>2003 | Sept<br>2003 | October<br>2003 | Nov<br>2003 | Dec<br>2003 | Average |
|----------------------|--------------|----------------|--------------|-----------------|-------------|-------------|---------|
| Daily Total          | 178.19       | 200.40         | 220.13       | 232.42          | 243.00      | 226.00      | 216.69  |
| In House             | 70.16        | 173.60         | 195.23       | 198.03          | 203.60      | 196.10      | 172.79  |
| Male                 | 153.58       | 179.70         | 190.63       | 199.16          | 203.90      | 187.68      | 185.78  |
| Female               | 24.61        | 20.70          | 29.50        | 33.26           | 39.10       | 38.32       | 30.92   |
| Special<br>Needs     | 7.52         | 16.90          | 18.63        | 18.19           | 19.90       | 20.58       | 16.95   |
| Straight<br>Sentence | 26.13        | 34.90          | 43.80        | 55.10           | 52.30       | 52.32       | 44.09   |
| Work<br>Release      | 6.71         | 9.30           | 10.77        | 13.13           | 13.60       | 9.03        | 10.42   |
| Weekenders           | 17.71        | 23.80          | 27.00        | 22.00           | 26.80       | 22.32       | 23.27   |
| Other<br>Facilities  | 59.23        | 00.00          | 00.00        | 13.29           | 17.70       | 10.58       | 16.8    |

**McLEAN COUNTY, ILLINOIS**

Report on Cost  
of Certain Sheriff Fee Services

January 2004

MAXIMUS, Inc.  
Northbrook, Illinois  
(847) 513-5508  
Bruce Cowans, Vice President  
brucecowans@maximus.com

## I PURPOSE AND METHOD

McLean County requested this study to determine if certain Sheriff fees were receiving a subsidy from tax revenue. We reviewed services that may be priced based on a cost study, updating the findings of a 1998 study. The fees charged are not recovering the cost that the County incurs to provide them.

The County must decide if fees should be increased, and if so, by how much. Illinois law permits a County to override statutory prices if a cost study finds that fees are not recovering the cost of providing fee services to the public.

### A. *The Legal Authority for a Fee Cost Study*

State laws and county ordinances set fee prices. Some of the prices set by state law are subject to increase by county ordinance if a cost study finds that the existing price is not sufficient to cover all costs. Three departments where this opportunity is mentioned explicitly are the Sheriff, County Clerk and Recorder. Specifically, the opportunity exists in the following sections of Illinois law:

|              |                  |
|--------------|------------------|
| Sheriff      | 55 ILCS 5/4-5001 |
| County Clerk | 55 ILCS 5/4-4001 |
| Recorder     | 55 ILCS 5/3-5018 |

These statutes list a number of services and establish a fee for each. Following the statutory prices is this language:

*The county board may, however, by ordinance, increase the fees allowed by this Section and collect those increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the costs of providing the service. A statement of the costs of providing each service, program and activity shall be prepared by the county board. All supporting documents shall be public records and subject to public examination and audit. All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program and activity.*

Fees and charges authorized by other sections of Illinois law are not subject to pricing based on a cost study. Legislation broadening the opportunities for cost-based fees has been introduced, but as of the date of this report, the opportunity is limited to the Sheriff, County Clerk and Recorder services mentioned in the statutes above.

While we are not making recommendations on specific fee prices, we believe that it is often good policy to charge actual cost for fee services. No county is ever happy to increase fee prices, but if the alternative is tax increases or staff reductions, it may be relatively more appealing.

***Note that Illinois laws authorizing cost-based fee prices prohibit a charge in excess of the statutory price to agencies of the State of Illinois.***

We presume that fees were intended to pay for services. Hence, if the cost of fee services increases over time, so should fee prices. Fees are a form of tax relief, generating revenue that would otherwise have to come from taxes. Fees also help to make non-residents or tax-exempt resident customers reimburse the county for the costs they impose by their demand for specialized services.

#### **B. Cost vs. Price**

It is important to distinguish between *cost* and *price*. Just because another county charges a lower fee *does not mean that its cost is lower*. Many counties, not knowing their costs, unknowingly use other revenues (i.e., property and sales taxes) to help fund the service.

Our approach to determining the cost of fee services included review of the budget and other financial reports, personal interviews with departmental staff, and development of a model to account for the costs of services. The model considers how many times each service is performed annually, the effort and labor cost of service, the cost of non-labor line items from the department's budget, and allocations of cost from other county departments.

The Chief Deputy Sheriff was our liaison for the study. He asked that we study those services that had been the subject of the 1998 study. The services not included in the review were those of little or no annual customer demand, or for which the statutory price appears to be more than adequate.

### C. *Method*

The detailed calculations are enclosed as Exhibit 1 to this report. The model follows the structure that we describe below.

#### 1. *Cost/Revenue Summary*

The model's first page compares current revenues to actual costs and calculates the differences. We display costs and revenues per single customer and in total. Current total revenue is derived by multiplying the current per customer price by the number of customers.

Some customers for process service and return of service do not pay. These include the States Attorney office and those at risk of domestic violence. We have excluded the cost of serving them from this summary page, although the cost of serving these customers is the same as for paying customers.

#### 2. *Labor Costs*

##### a. *Duty Hour Calculations -- Compensated Absences*

People do not work 52 weeks per year. An employer pays for 52 weeks, but part of the payment is for compensated absences such as vacation, holiday and sick time. If we use a 2,080-hour (or 1,950-hour) base to allocate an employee's time to various activities, only taxpayers will pay for compensated absences. Since this paid time off is essentially a fringe benefit, we deduct paid leave from total hours paid and base our analysis of employee efforts on hours worked only. The Federal rules referenced by Illinois law for fee studies sanction this adjustment.

##### b. *Labor Costs - Allocation of Time Worked*

The next set of forms document the labor cost of fee services reviewed. They list services in columns across the top of each page: 1) "General & Administrative," 2) "All Other Department Activity" and 3) the designated services whose costs were to be determined.

This form has four sections:

- Time per customer (i.e., how long does it take to serve a single customer?)
- Annual hours per activity (i.e., how many hours does the person or job title devote to this service annually?)
- Percent of annual hours worked (by activity)
- Annual salary dedicated to activity

"General & Administrative" effort benefits the entire department, but must be allocated indirectly to other services based on proportions of labor cost for direct services. Senior managers and support staff serve the department as a whole, but typically cannot account for time spent on specific services. Hence, we determine the direct effort of the rest of the department and allocate General & Administrative effort in the same proportion.

"All Other Department Activity" represents costs not related in any way to the services that were the subject of this study. When most of the department's costs are for the "All Other" category, most of the General & Administrative costs are also allocated to "All Other."

At the bottom of this set of calculations, we show the time required to serve a single customer and the total hours of direct staff effort required to provide each fee service.

We also show direct staff labor as a percentage of total staff labor per service. We use these percentages to allocate certain indirect expenses, as described in the next section.

### 3. *Non-Salary Expenses*

After the labor costs are documented, the model addresses the non-salary budget items from each department. These costs are allocated to individual services in proportion to labor costs for the relevant staff unit that provides those services.

We tested for exceptions (i.e., disproportionate use of an item by a service or services). If a cost had no relation to the services in question, it was allocated to "All Other."

#### 3.a. *Allocation of Fee Study Cost*

This project was done under a contract whose purpose was to determine the cost of fee services. Hence, as has been our practice when performing this study for other Illinois counties, we have allocated the cost of the study itself to fee services.

The fee study contract was \$9,250. We anticipate that the County would wait five years before updating this study. Therefore, we have allocated one-fifth of the \$9,250 as an annual expense.

We allocated the study cost to each fee service in proportion to the total annual demand for each service, resulting in an identical charge per customer for the fee service, regardless of the fee service rendered.

#### 4. County Overhead Expense

As a matter of convenience, most organizations find it better to budget the costs of overhead support (e.g., legal, accounting, insurance) to central administrative accounts, rather than to each department with direct public contact. Federal rules (US Office of Management & Budget Circular A-87) permit these indirect expenses to be recognized and the Illinois statutes permitting cost-based user fees reference Circular A-87.

Our determination of indirect cost to be allocated to the Sheriff's Department is based on the County's most recent central services cost allocation plan. Within the Department itself, jail expenses are allocated only to jail operations. Within jail operations, the allocation to individual activities (i.e. taking bond and other jail activities) is in proportion to jail staff time for these activities.

Our allocation of indirect costs to other Sheriff's activities is traceable to individual activities (e.g., serving civil process, return of process, serving warrants and "all other") in proportion to the staff time of those assigned to those services.

Details of these allocations are in Exhibit 1.

The remainder of this report summarizes the findings.



II FINDINGS

| Service   | Annual Demand | Current Revenue <sup>1</sup> |                  | Actual Cost <sup>1</sup> |                  | Difference |                  |
|---|---------------|------------------------------|------------------|--------------------------|------------------|------------|------------------|
|   |               | Per One                      | Total            | Per One                  | Total            | Per one    | Total            |
| Civil Process – Service<br>(Paying customers only)              | 1,453         | \$17.00                      | \$24,701         | \$51.11                  | \$74,257         | \$34.11    | \$49,556         |
| Civil Process - Return of<br>Service (Paying customers<br>only) | 1,209         | 7.00                         | 8,464            | \$11.37                  | 13,751           | 4.37       | 5,286            |
| Taking Bonds  | 7,964         | 20.00                        | 159,280          | 57.92                    | 461,255          | 37.92      | 301,975          |
| Serving warrants  | 4,194         | 11.70                        | 49,070           | 23.62                    | 99,048           | 11.92      | 49,978           |
| <b>Total</b>  |               |                              | <b>\$241,515</b> |                          | <b>\$648,310</b> |            | <b>\$406,795</b> |

Notes:

1) Civil Process Service revenue and cost data excluded mileage charges, which would be charged in addition to amounts shown above

a) Civil Process

Throughout Illinois (and indeed, nationally), process servers tell us that most papers to be served are served using the same method. Papers of the same priority that are served using the same method were classified as "Civil Process" for this analysis and the cost of activity was determined as a group.

The costs of these services are applicable to each and every type of civil paper included in the group. In a template provided in Exhibit 1 to this report, we have detailed all of the services to which this "Civil Process" applies.

Based on our analysis, the cost to prepare and serve a civil process paper in McLean County is \$51.11. Papers served for agencies of the State of Illinois may not be charged more than the statutory price.

We note that this cost, though based on time required to perform the service that was verified by the Department, is greater than is actually charged in other Illinois counties. Prices of \$40 or greater are unusual, which the County may wish to consider in setting the price for this service. The Sheriff recommends that the price be increased to \$25 plus mileage from the current price of \$17 plus mileage.

Most counties serve papers for the State (e.g., Illinois Department of Public Aid) for free, but the statute allows counties to charge the specified statutory price.

We did not examine the cost of mileage, as the current 50 cents per mileage each way appeared adequate. That charge would continue in addition to whatever price the County adopts for the service of civil process itself.

b) *Return of Service for Civil Process*

Based on the facts presented, the cost of return of process is \$11.37 per return, as compared to a statutory fee of \$5.00 and a current price (adjusted in 1998) of \$7.00. The Sheriff recommends that the price be increased to \$8.00.

c) *Taking Bond on Civil or Criminal Process*

Prisoners have bond amounts set by a judge, based on the nature of the offense, the risk of flight, and other factors. The taking bond fee is not for the setting of the bond, but rather, is an administrative charge established by the General Assembly to reimburse the County for costs incurred in releasing the prisoner. It is a cost-based fee for taking the bond, not a risk-based pledge designed to ensure that the prisoner released from custody will appear at a future date.

The fee is in addition to the amount of the bond set by the judge. Cash received in payment for the Sheriff's services *should not be commingled with nor deducted from the bond set by the judge.*

The cost of the activity is \$57.92 per prisoner, as compared to a statutory fee of \$1.00 and a current price of \$20.00 (based on the 1998 study). One of the key factors causing the cost of this service to increase in McLean (and other counties) is the time spent by additional staff reviewing proposed releases from the jail. In years past, second level reviews were unusual. In response to some inadvertent releases of the wrong individuals, many Illinois counties have added a second-level review of the proposed release to confirm that the prisoner is eligible for release. This extra effort takes time, which is reflected in the increased cost of the service since the 1998 study.

The Sheriff recommends that the price be increased to \$25 from its current level of \$20.

Please note that occasional legal challenges to this fee have been and are being mounted and that MAXIMUS cannot predict the outcome of these matters. Many of our clients have informed us that they intend to continue establishing higher prices for this service until and unless they are barred from doing so. MAXIMUS is unable to provide legal advice on this matter. The Illinois Sheriffs Association opposes the pending Federal suit against this fee and supports the right of counties to charge it. The County should consider the ramifications of increasing the price when the fee is in litigation.

d) *Serve warrants*

Based on the facts presented, the cost of return of process is \$23.62 per return, as compared to a statutory fee of \$8.00 and a current price (adjusted in 1998) of \$11.70. The Sheriff recommends that the price be increased to \$15.00.

### III IMPLEMENTATION

The County will continue to charge the statutory prices for services not reviewed in this study. In the cases where the statutory price is greater than the current cost, other counties have relied on the statute as an authority not to lower the price.

At the back of the detailed calculations of cost (Exhibit 1) is a table that may be used as a template for drafting a new fee ordinance. It lists each fee service and shows the statutory prices, current prices and actual costs for the services and the Sheriff's recommendations for new prices. The Board should determine the price levels it wishes to have charged on this template and give the template to the person responsible for drafting the new ordinance.

If the County adopts a price below actual cost, it would be justified in increasing the price at a later date up to any amount at or below actual cost, as long as the budget for the department grows. This would allow the fee increases to be phased in, should that be the desire. After a period of 4-5 years, incremental annual changes in the County's budget and staffing patterns suggest that the study should be updated to ensure that fees continue to recover costs.

To facilitate the drafting of a fee ordinance, the reviewers should simply list the desired price in the right-hand column of the templates. The ordinance should be prefaced by language of the type shown below:

*WHEREAS, 55 ILCS 5/4-5001 provides that the statutory Sheriff fees may be increased by the County Board if an increase is "justified by an acceptable cost study showing that the fees allowed by this Section (55 ILCS 5/4-5001) are not sufficient to cover the costs of providing the services"; and*

*WHEREAS, 55 ILCS 5/4-5001 requires a statement of the costs of providing each service, program and activity shall be prepared and be part of the public record; and*

*WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by MAXIMUS has been prepared; and*

*WHEREAS, based on the MAXIMUS study, the County Board recommends the County Code be amended to increase the Sheriff's fees.*

*NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows: (follow with a listing of fee services and new prices as shown at the back of each exhibit to this report)*

**EXHIBIT 1**

**DOCUMENTATION OF  
SHERIFF FEE SERVICE COSTS**

| McLEAN COUNTY SHERIFF  | Annual Demand | Current Revenue |            | Actual Cost |             |                  | Incremental Revenue Potential |          |            |
|--|---------------|-----------------|------------|-------------|-------------|------------------|-------------------------------|----------|------------|
|  |               | Per One         | Total      | Per One     | Total Labor | Total Non Salary | Total                         | Per One  | Total      |
| Serving / Attempting Civil Process   | 5,077         |                 |            |             |             |                  |                               |          |            |
| Paying customers   | 1,453         | \$17.00         | \$ 24,701  | \$ 51.11    | \$ 49,580   | \$ 24,676        | \$ 74,257                     | \$ 34.11 | \$ 49,556  |
| Free customers   | 3,624         |                 |            |             |             |                  |                               |          |            |
| Returning each process   | 4,225         |                 |            |             |             |                  |                               |          |            |
| Paying customers   | 1,209         | \$7.00          | \$ 8,464   | \$ 11.37    | \$ 7,812    | \$ 5,939         | \$ 13,751                     | \$ 4.37  | \$ 5,286   |
| Free customers   | 3,016         |                 |            |             |             |                  |                               |          |            |
| Taking all bonds on legal process  | 7,964         | \$ 20.00        | \$ 159,280 | \$ 57.92    | \$ 215,844  | \$ 245,411       | \$ 461,255                    | \$ 37.92 | \$ 301,975 |
| Serve warrant  | 4,194         | \$ 11.70        | \$ 49,070  | \$ 23.62    | \$ 55,314   | \$ 43,734        | \$ 99,048                     | \$ 11.92 | \$ 49,978  |
| Total  |               |                 | \$ 241,515 |             |             |                  | \$ 648,310                    |          | \$ 406,795 |
| Note:  |               |                 |            |             |             |                  |                               |          |            |
| 1 Many papers are served for free (States Attorney papers, orders of protection) |               |                 |            |             |             |                  |                               |          |            |
|  |               | Paying          | Free       | Total       |             |                  |                               |          |            |
| Serving / Attempting Civil Process   |               | 1,453           | 3,624      | 5,077       |             |                  |                               |          |            |
| Returning each process   |               | 1,209           | 3,016      | 4,225       |             |                  |                               |          |            |



McLEAN COUNTY SHERIFF

| McLEAN COUNTY SHERIFF   |                    | # Of Customers Per Year |            | 5,077                    |                          | 4,225                              |                        | 7,564                             |               | 4,194 |  |
|---|--------------------|-------------------------|------------|--------------------------|--------------------------|------------------------------------|------------------------|-----------------------------------|---------------|-------|--|
| TIME PER CUSTOMER (G&A and All Other Dept Activity in Hours, Other Activities in Minutes) |                    |                         |            |                          |                          |                                    |                        |                                   |               |       |  |
| Job Title   | Name               | Positions               | Duty Hours | General & Administrative | All Other Dept. Activity | Serving / Attempting Civil Process | Returning each process | Taking all bonds on legal process | Serve warrant |       |  |
| Accounting Specialist I   | Uscienski, Kelly   | 1.00                    | 1,706.25   | 1,242.70                 |                          | 3.00                               |                        |                                   | 3.00          |       |  |
| Accounting Specialist II  | Miller, Jennifer   | 1.00                    | 1,706.25   | 1,420.65                 |                          |                                    |                        | 0.57                              | 3.00          |       |  |
| Admin Support Supervisor II   | Clark, Janet       | 1.00                    | 1,706.25   | 1,213.33                 |                          |                                    | 7.00                   |                                   |               |       |  |
| Chief Deputy Sheriff  | Love, Derrick      | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Command Lieutenant  | Bailey, Mark       | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Command Lieutenant  | Emery, Thomas      | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Command Lieutenant  | Serone, Bonnie     | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Control Operator  | Ashenbrenner, June | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Control Operator  | Jackson, Donna     | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Control Operator  | Junis, Martin      | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Control Operator  | Poshard, Michael   | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Cook I (jail)   | Read, Jannett      | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Cook II (jail)  | Thomson, Donna     | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Corrections Officer   | Various            | 25.00                   | 45,500.00  | 40,854.33                |                          |                                    |                        | 35.00                             |               |       |  |
| Corrections Sergeant  | Various            | 6.00                    | 10,920.00  | 8,265.33                 |                          |                                    |                        | 20.00                             |               |       |  |
| County Sheriff (elected)  | Owens, David       | 1.00                    | 2,000.00   | 2,000.00                 |                          |                                    |                        |                                   |               |       |  |
| Deputy Investigator   | Various            | 5.00                    | 9,100.00   | 9,100.00                 |                          |                                    |                        |                                   |               |       |  |
| Deputy Patrol Officer   | Various            | 24.00                   | 43,680.00  | 42,911.10                |                          |                                    |                        |                                   |               |       |  |
| Deputy Patrol Officer - Civil Process   | Tate Jr, Billy     | 1.00                    | 1,820.00   |                          |                          | 20.26                              | 1.50                   |                                   |               |       |  |
| Deputy Patrol Officer - Civil Process   | Trobec, Michael    | 1.00                    | 1,820.00   |                          |                          | 20.26                              | 1.50                   |                                   |               |       |  |
| Fleet Mechanic  | Cobstitt, Dave     | 1.00                    | 1,820.00   | 1,820.00                 |                          |                                    |                        |                                   |               |       |  |
| Inmate Assessment Specialist  | Fellner, Melinda   | 1.00                    | 1,706.25   | 1,706.25                 |                          |                                    |                        |                                   |               |       |  |
| Inmate Assessment Specialist  | Roberson, Pamela   | 1.00                    | 1,706.25   | 1,706.25                 |                          |                                    |                        |                                   |               |       |  |
| Inmate Program Supervisor   | Poshard, Betty     | 1.00                    | 1,706.25   | 1,706.25                 |                          |                                    |                        |                                   | 1.40          |       |  |
| Jail Operations Supervisor  | Allen, Gregory     | 1.00                    | 1,820.00   | 1,634.17                 |                          |                                    |                        |                                   | 1.40          |       |  |
| Jail Operations Supervisor  | Kessinger, Jamey   | 1.00                    | 1,820.00   | 1,634.17                 |                          |                                    |                        |                                   | 1.40          |       |  |
| Jail Superintendent   | Phares, Thomas     | 1.00                    | 1,820.00   | 1,634.17                 |                          |                                    |                        |                                   | 1.40          |       |  |
| Jury Bailiff  | Various            | 2.63                    | 5,460.00   | 5,460.00                 |                          |                                    |                        |                                   |               |       |  |
| Lead Process Server   | O'Grady, Patrick   | 1.00                    | 1,820.00   |                          |                          | 20.26                              | 1.50                   |                                   |               |       |  |
| Office Support Specialist I   | Cruz, Carol        | 1.00                    | 1,706.25   | 1,531.50                 |                          |                                    |                        |                                   |               |       |  |
| Office Support Specialist I   | Kessinger, Jackie  | 1.00                    | 1,706.25   | 911.37                   |                          | 4.00                               | 4.00                   |                                   |               |       |  |
| Office Support Specialist I   | Middaugh, Carrie   | 1.00                    | 1,706.25   | 867.83                   |                          |                                    |                        | 5.00                              |               |       |  |
| Office Support Specialist I   | Phillips, Tina     | 1.00                    | 1,706.25   | 1,531.50                 |                          |                                    |                        |                                   |               |       |  |
| Office Support Specialist II  | Bratsick, Janet    | 1.00                    | 1,706.25   | 1,531.50                 |                          |                                    |                        |                                   |               |       |  |
| Office Support Specialist II  | Stacy, Tami        | 1.00                    | 1,706.25   | 1,531.50                 |                          |                                    |                        |                                   |               |       |  |
| Patrol Sergeant   | Various            | 7.00                    | 12,740.00  | 12,515.74                |                          |                                    |                        |                                   |               |       |  |
| Supervising Office Supp Spec  | Schuller, Debra    | 1.00                    | 1,706.25   | 1,706.25                 |                          |                                    |                        |                                   |               |       |  |

| McLEAN COUNTY SHERIFF                 |                    |       |           | # Of Customers Per Year |  |  |  |  |  | 1                        | 1                        | 5,077                              | 4,225                                   | 7,964                             | 4,194         |
|---------------------------------------|--------------------|-------|-----------|-------------------------|--|--|--|--|--|--------------------------|--------------------------|------------------------------------|---|-----------------------------------|---------------|
| ANNUAL HOURS PER ACTIVITY             |                    |       |           |                         |  |  |  |  |  | General & Administrative | All Other Dept. Activity | Serving / Attempting Civil Process | Returning each process on legal process | Taking all bonds on legal process | Serve warrant |
|                                       |                    |       |           | (Under) Over-assigned   |  |  |  |  |  |                          |                          |                                    |   |                                   |               |
| Accounting Specialist I               | Uszcienski, Kelly  | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,242.70                 |                          | 253.85                             | -                                       | -                                 | 209.70        |
| Accounting Specialist II              | Miller, Jennifer   | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,420.55                 |                          | -                                  | -                                       | 76.00                             | 209.70        |
| Admin Support Supervisor II           | Clark, Janet       | 1.00  | 1,706.25  | (0)                     |  |  |  |  |  | 1,213.33                 |                          | -                                  | 492.92                                  | -                                 | -             |
| Chief Deputy Sheriff                  | Love, Derick       | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Command Lieutenant                    | Bailey, Mark       | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Command Lieutenant                    | Emery, Thomas      | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Command Lieutenant                    | Serone, Bonnie     | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Control Operator                      | Ashenbrenner, June | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Control Operator                      | Jackson, Donna     | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Control Operator                      | Junis, Martin      | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Control Operator                      | Poshard, Michael   | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Cook I (jail)                         | Reed, Jannett      | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Cook II (jail)                        | Thornston, Donna   | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Corrections Officer                   | Various            | 25.00 | 45,500.00 | -                       |  |  |  |  |  | 40,854.33                |                          | -                                  | -                                       | 4,645.67                          | -             |
| Corrections Sergeant                  | Various            | 6.00  | 10,920.00 | -                       |  |  |  |  |  | 8,265.33                 |                          | -                                  | -                                       | 2,654.67                          | -             |
| County Sheriff (elected)              | Owens, David       | 1.00  | 2,000.00  | -                       |  |  |  |  |  | 2,000.00                 |                          | -                                  | -                                       | -                                 | -             |
| Deputy Investigator                   | Various            | 5.00  | 9,100.00  | -                       |  |  |  |  |  | 9,100.00                 |                          | -                                  | -                                       | -                                 | -             |
| Deputy Patrol Officer                 | Various            | 24.00 | 43,680.00 | -                       |  |  |  |  |  | 42,911.10                |                          | -                                  | -                                       | -                                 | 768.90        |
| Deputy Patrol Officer - Civil Process | Tate Jr, Billy     | 1.00  | 1,820.00  | -                       |  |  |  |  |  |                          |                          | 1,714.38                           | 105.63                                  | -                                 | -             |
| Deputy Patrol Officer - Civil Process | Trobec, Michael    | 1.00  | 1,820.00  | -                       |  |  |  |  |  |                          |                          | 1,714.38                           | 105.63                                  | -                                 | -             |
| Fleet Mechanic                        | Cobstitt, Dave     | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,820.00                 |                          | -                                  | -                                       | -                                 | -             |
| Inmate Assessment Specialist          | Fellner, Melinda   | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,706.25                 |                          | -                                  | -                                       | -                                 | -             |
| Inmate Assessment Specialist          | Roberson, Pamela   | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,706.25                 |                          | -                                  | -                                       | -                                 | -             |
| Inmate Program Supervisor             | Poshard, Betty     | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,706.25                 |                          | -                                  | -                                       | -                                 | -             |
| Jail Operations Supervisor            | Allen, Gregory     | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,634.17                 |                          | -                                  | -                                       | 185.83                            | -             |
| Jail Operations Supervisor            | Kessinger, Jamey   | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,634.17                 |                          | -                                  | -                                       | 185.83                            | -             |
| Jail Superintendent                   | Phares, Thomas     | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,634.17                 |                          | -                                  | -                                       | 185.83                            | -             |
| Jury Bailiff                          | Various            | 2.63  | 5,460.00  | -                       |  |  |  |  |  | 5,460.00                 |                          | -                                  | -                                       | -                                 | -             |
| Lead Process Server                   | O'Grady, Patrick   | 1.00  | 1,820.00  | -                       |  |  |  |  |  | 1,531.50                 |                          | 1,714.38                           | 105.63                                  | -                                 | -             |
| Office Support Specialist I           | Gruz, Carol        | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 911.37                   |                          | 338.47                             | 281.67                                  | -                                 | 174.75        |
| Office Support Specialist I           | Kessinger, Jackie  | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 867.83                   |                          | -                                  | -                                       | 663.67                            | 174.75        |
| Office Support Specialist I           | Middaugh, Carrie   | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,531.50                 |                          | -                                  | -                                       | -                                 | 174.75        |
| Office Support Specialist I           | Phillips, Tina     | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,531.50                 |                          | -                                  | -                                       | -                                 | 174.75        |
| Office Support Specialist II          | Braksick, Janet    | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,531.50                 |                          | -                                  | -                                       | -                                 | 174.75        |
| Office Support Specialist II          | Slacy, Tami        | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,531.50                 |                          | -                                  | -                                       | -                                 | 174.75        |
| Patrol Sergeant                       | Various            | 7.00  | 12,740.00 | -                       |  |  |  |  |  | 12,515.74                |                          | -                                  | -                                       | -                                 | 224.26        |
| Supervising Office Supp Spec          | Schulfer, Debra    | 1.00  | 1,706.25  | -                       |  |  |  |  |  | 1,706.25                 |                          | -                                  | -                                       | -                                 | -             |



**MAXIMUS COUNTY SHERIFF**

| PERCENT OF ANNUAL HOURS WORKED        |                    | # Of Customers Per Year |         | 1                        | 1                        | 5,077                              | 4,225                                   | 7,964                             | 4,194         |
|---------------------------------------|--------------------|-------------------------|---------|--------------------------|--------------------------|------------------------------------|---|-----------------------------------|---------------|
| Job Title                             | Name               | Positions               | % Used  | General & Administrative | All Other Dept. Activity | Serving / Attempting Civil Process | Returning each process on legal process | Taking all bonds on legal process | Serve warrant |
| Accounting Specialist I               | Uzscienski, Kelly  | 1.00                    | 100.00% | 72.83%                   | 0.00%                    | 14.88%                             | 0.00%                                   | 0.00%                             | 12.29%        |
| Accounting Specialist II              | Miller, Jennifer   | 1.00                    | 100.00% | 83.26%                   | 0.00%                    | 0.00%                              | 0.00%                                   | 4.45%                             | 12.29%        |
| Admin Support Supervisor II           | Clark, Janet       | 1.00                    | 100.00% | 71.11%                   | 0.00%                    | 0.00%                              | 28.89%                                  | 0.00%                             | 0.00%         |
| Chief Deputy Sheriff                  | Love, Derick       | 1.00                    | 100.00% | 100.00%                  | 0.00%                    | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Command Lieutenant                    | Bailey, Mark       | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Command Lieutenant                    | Emery, Thomas      | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Command Lieutenant                    | Serone, Bonnie     | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Control Operator                      | Ashenbrenner, June | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Control Operator                      | Jackson, Donna     | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Control Operator                      | Junis, Marlin      | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Control Operator                      | Poshard, Michael   | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Cook I (jail)                         | Reed, Jannett      | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Cook II (jail)                        | Thornton, Donna    | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Corrections Officer                   | Various            | 25.00                   | 100.00% | 0.00%                    | 89.79%                   | 0.00%                              | 0.00%                                   | 10.21%                            | 0.00%         |
| Corrections Sergeant                  | Various            | 6.00                    | 100.00% | 0.00%                    | 75.69%                   | 0.00%                              | 0.00%                                   | 24.31%                            | 0.00%         |
| County Sheriff (elected)              | Owens, David       | 1.00                    | 100.00% | 100.00%                  | 0.00%                    | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Deputy Investigator                   | Various            | 5.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Deputy Patrol Officer                 | Various            | 24.00                   | 100.00% | 0.00%                    | 98.24%                   | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Deputy Patrol Officer - Civil Process | Tate Jr, Billy     | 1.00                    | 100.00% | 0.00%                    | 0.00%                    | 94.20%                             | 5.80%                                   | 0.00%                             | 0.00%         |
| Deputy Patrol Officer - Civil Process | Trobec, Michael    | 1.00                    | 100.00% | 0.00%                    | 0.00%                    | 94.20%                             | 5.80%                                   | 0.00%                             | 0.00%         |
| Fleet Mechanic                        | Cobstili, Dave     | 1.00                    | 100.00% | 100.00%                  | 0.00%                    | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Inmate Assessment Specialist          | Fellner, Melinda   | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Inmate Assessment Specialist          | Roberson, Pamela   | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Inmate Program Supervisor             | Poshard, Betty     | 1.00                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Jail Operations Supervisor            | Allen, Gregory     | 1.00                    | 100.00% | 0.00%                    | 89.79%                   | 0.00%                              | 0.00%                                   | 10.21%                            | 0.00%         |
| Jail Operations Supervisor            | Kessinger, Jamey   | 1.00                    | 100.00% | 0.00%                    | 89.79%                   | 0.00%                              | 0.00%                                   | 10.21%                            | 0.00%         |
| Jail Superintendent                   | Phares, Thomas     | 1.00                    | 100.00% | 0.00%                    | 89.79%                   | 0.00%                              | 0.00%                                   | 10.21%                            | 0.00%         |
| Jury Bailiff                          | Various            | 2.63                    | 100.00% | 0.00%                    | 100.00%                  | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |
| Lead Process Server                   | O'Grady, Patrick   | 1.00                    | 100.00% | 0.00%                    | 0.00%                    | 94.20%                             | 5.80%                                   | 0.00%                             | 0.00%         |
| Office Support Specialist I           | Cruz, Carol        | 1.00                    | 100.00% | 89.76%                   | 0.00%                    | 0.00%                              | 0.00%                                   | 0.00%                             | 10.24%        |
| Office Support Specialist I           | Kessinger, Jackie  | 1.00                    | 100.00% | 53.41%                   | 0.00%                    | 19.84%                             | 16.51%                                  | 0.00%                             | 10.24%        |
| Office Support Specialist I           | Middaugh, Carrie   | 1.00                    | 100.00% | 50.86%                   | 0.00%                    | 0.00%                              | 0.00%                                   | 38.90%                            | 10.24%        |
| Office Support Specialist I           | Phillips, Tina     | 1.00                    | 100.00% | 89.76%                   | 0.00%                    | 0.00%                              | 0.00%                                   | 0.00%                             | 10.24%        |
| Office Support Specialist II          | Braksick, Janet    | 1.00                    | 100.00% | 89.76%                   | 0.00%                    | 0.00%                              | 0.00%                                   | 0.00%                             | 10.24%        |
| Office Support Specialist II          | Stacy, Tami        | 1.00                    | 100.00% | 89.76%                   | 0.00%                    | 0.00%                              | 0.00%                                   | 0.00%                             | 10.24%        |
| Patrol Sergeant                       | Various            | 7.00                    | 100.00% | 0.00%                    | 98.24%                   | 0.00%                              | 0.00%                                   | 0.00%                             | 1.76%         |
| Supervising Office Supp Spec          | Schullier, Debra   | 1.00                    | 100.00% | 100.00%                  | 0.00%                    | 0.00%                              | 0.00%                                   | 0.00%                             | 0.00%         |

**WELLS COUNTY SHERIFF**

**ANNUAL SALARY DEDICATED TO ACTIVITY**

| Job Title                             | Name               | Positions | # Of Customers Per Year | General & Administrative | All Other Dept. Activity | Serving / Attempting Civil Process | Returning each process on legal process | Taking all bonds on legal process | Serve warrant |
|---------------------------------------|--------------------|-----------|-------------------------|--------------------------|--------------------------|------------------------------------|---|-----------------------------------|---------------|
| Accounting Specialist I               | Uszczienski, Kelly | 1.00      | \$ 28,475               | \$ 20,739                |                          | \$ 4,236                           | \$ -                                    | \$ -                              | \$ 3,500      |
| Accounting Specialist II              | Miller, Jennifer   | 1.00      | \$ 29,139               | \$ 24,260                |                          | \$ -                               | \$ -                                    | \$ 1,298                          | \$ 3,581      |
| Admin Support Supervisor II           | Clark, Janet       | 1.00      | \$ 39,120               | \$ 27,819                |                          | \$ -                               | \$ 11,301                               | \$ -                              | \$ -          |
| Chief Deputy Sheriff                  | Love, Derick       | 1.00      | \$ 80,638               | \$ 80,638                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Command Lieutenant                    | Bailey, Mark       | 1.00      | \$ 67,868               | \$ 67,868                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Command Lieutenant                    | Emery, Thomas      | 1.00      | \$ 71,062               | \$ 71,062                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Command Lieutenant                    | Serone, Bonnie     | 1.00      | \$ 69,997               | \$ 69,997                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Control Operator                      | Ashenbrenner, June | 1.00      | \$ 28,336               | \$ 28,336                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Control Operator                      | Jackson, Donna     | 1.00      | \$ 31,854               | \$ 31,854                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Control Operator                      | Junis, Marlin      | 1.00      | \$ 30,768               | \$ 30,768                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Control Operator                      | Poshard, Michael   | 1.00      | \$ 36,200               | \$ 36,200                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Cook I (jail)                         | Reed, Jannett      | 1.00      | \$ 23,726               | \$ 23,726                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Cook II (jail)                        | Thornton, Donna    | 1.00      | \$ 35,981               | \$ 35,981                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Corrections Officer                   | Various            | 25.00     | \$ 944,007              | \$ 847,622               |                          | \$ -                               | \$ -                                    | \$ 96,386                         | \$ -          |
| Corrections Sergeant                  | Various            | 6.00      | \$ 285,861              | \$ 216,368               |                          | \$ -                               | \$ -                                    | \$ 69,493                         | \$ -          |
| County Sheriff (elected)              | Owens, David       | 1.00      | \$ 81,993               | \$ 81,993                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Deputy Investigator                   | Various            | 5.00      | \$ 269,157              | \$ 269,157               |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Deputy Patrol Officer                 | Various            | 24.00     | \$ 1,114,753            | \$ 1,095,130             |                          | \$ -                               | \$ -                                    | \$ -                              | \$ 19,623     |
| Deputy Patrol Officer - Civil Process | Tate Jr, Billy     | 1.00      | \$ 45,426               | \$ -                     | \$ 42,790                | \$ 2,636                           | \$ -                                    | \$ -                              | \$ -          |
| Deputy Patrol Officer - Civil Process | Trobec, Michael    | 1.00      | \$ 51,917               | \$ -                     | \$ 48,904                | \$ 3,013                           | \$ -                                    | \$ -                              | \$ -          |
| Fleet Mechanic                        | Cobstiff, Dave     | 1.00      | \$ 35,975               | \$ 35,975                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Inmate Assessment Specialist          | Fellner, Melinda   | 1.00      | \$ 51,309               | \$ 51,309                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Inmate Assessment Specialist          | Roberson, Pamela   | 1.00      | \$ 44,312               | \$ 44,312                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Inmate Program Supervisor             | Poshard, Betty     | 1.00      | \$ 34,322               | \$ 34,322                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Jail Operations Supervisor            | Allen, Gregory     | 1.00      | \$ 55,811               | \$ 50,911                | \$ 5,698                 | \$ -                               | \$ -                                    | \$ 5,698                          | \$ -          |
| Jail Operations Supervisor            | Kessinger, Jamey   | 1.00      | \$ 56,701               | \$ 50,911                | \$ 5,789                 | \$ -                               | \$ -                                    | \$ 5,789                          | \$ -          |
| Jail Superintendent                   | Phares, Thomas     | 1.00      | \$ 67,261               | \$ 60,394                | \$ 6,868                 | \$ -                               | \$ -                                    | \$ 6,868                          | \$ -          |
| Jury Bailiff                          | Various            | 2.63      | \$ 38,220               | \$ 38,220                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Lead Process Server                   | O'Grady, Patrick   | 1.00      | \$ 58,773               | \$ 55,362                | \$ 3,411                 | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Office Support Specialist I           | Cruz, Carol        | 1.00      | \$ 24,467               | \$ 21,961                | \$ 2,506                 | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Office Support Specialist I           | Kessinger, Jackie  | 1.00      | \$ 25,978               | \$ 13,876                | \$ 12,102                | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Office Support Specialist I           | Middaugh, Carrie   | 1.00      | \$ 24,130               | \$ 12,273                | \$ 11,857                | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Office Support Specialist I           | Phillips, Tina     | 1.00      | \$ 24,242               | \$ 21,759                | \$ 2,483                 | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Office Support Specialist II          | Braksick, Janet    | 1.00      | \$ 28,923               | \$ 25,961                | \$ 2,962                 | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Office Support Specialist II          | Stacy, Tami        | 1.00      | \$ 29,443               | \$ 26,427                | \$ 3,015                 | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Patrol Sergeant                       | Various            | 7.00      | \$ 406,122              | \$ 398,973               | \$ 7,149                 | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
| Supervising Office Supp. Spec         | Schuller, Debra    | 1.00      | \$ 33,465               | \$ 33,465                |                          | \$ -                               | \$ -                                    | \$ -                              | \$ -          |
|                                       |                    |           | <b>Total:</b>           | \$ 4,405,729             |                          |                                    |   |                                   |               |



| McLEAN COUNTY SHERIFF  | Budget 11-30-2003 | General & Administrative | All Other Dept. Activity | Serving / Attempting Civil Process | Returning each process | Taking all bonds on legal process | Serve warrant |
|--|-------------------|--------------------------|--------------------------|------------------------------------|------------------------|-----------------------------------|---------------|
| <b>Law Enforcement Operation</b>   |                   |                          |                          |                                    |                        |                                   |               |
| <i>Allocated in proportion to hours for law enforcement staff</i>  |                   |                          |                          |                                    |                        |                                   |               |
| Overtime pay   | 91,200            |                          | 83,116                   | 6,443                              | 397                    |                                   | 1,244         |
| Holiday pay  | 33,300            |                          | 30,348                   | 2,353                              | 145                    |                                   | 454           |
| Employee medical/life ins  | 85,859            |                          | 78,248                   | 6,066                              | 374                    |                                   | 1,171         |
| Clothing/employees   | 15,879            |                          | 14,474                   | 1,122                              | 69                     |                                   | 217           |
| Operational supplies   | 26,617            |                          | 24,258                   | 1,880                              | 116                    |                                   | 363           |
| Photo supplies / film proc   | 2,500             |                          | 2,500                    |                                    |                        |                                   |               |
| Maint. Bldgs / grounds / equi  | 875               |                          | 797                      | 62                                 | 4                      |                                   | 12            |
| Employees medical expense  | 350               |                          | 319                      | 26                                 | 2                      |                                   | 5             |
| Laundry and cleaning   | 17,240            |                          | 15,712                   | 1,218                              | 78                     |                                   | 235           |
| <b>Criminal Investigations</b>   |                   |                          |                          |                                    |                        |                                   |               |
| <i>Allocated in proportion to hours for investigators</i>  |                   |                          |                          |                                    |                        |                                   |               |
| Overtime pay   | 38,500            |                          | 38,500                   |                                    |                        |                                   |               |
| Holiday pay  | 9,000             |                          | 9,000                    |                                    |                        |                                   |               |
| Employee medical/life ins  | 17,850            |                          | 17,850                   |                                    |                        |                                   |               |
| Supplies   | 6,446             |                          | 6,446                    |                                    |                        |                                   |               |
| Services   | 13,330            |                          | 13,330                   |                                    |                        |                                   |               |
| <b>Administrative Services</b>   |                   |                          |                          |                                    |                        |                                   |               |
| <i>Allocated in proportion to hours for administrative staff, except for items unique to particular services</i> |                   |                          |                          |                                    |                        |                                   |               |
| Overtime pay   | 1,500             | 1,243                    | -                        | 43                                 | 56                     | 53                                | 105           |
| Holiday pay  | 3,500             | 2,901                    | -                        | 99                                 | 130                    | 124                               | 246           |
| Employee medical/life ins  | 39,959            | 33,119                   | -                        | 1,133                              | 1,482                  | 1,415                             | 2,809         |
| Clothing/employees   | 3,885             | 3,220                    | -                        | 110                                | 144                    | 138                               | 273           |
| Books/videos/publications  | 2,356             | 1,953                    | -                        | 67                                 | 87                     | 83                                | 166           |
| Office supplies  | 15,200            | 12,598                   | -                        | 431                                | 564                    | 538                               | 1,068         |
| Operational supplies   | 3,281             | 2,719                    | -                        | 93                                 | 122                    | 116                               | 231           |
| Copy / microfilm expenses  | 8,000             | 6,531                    | -                        | 227                                | 297                    | 283                               | 562           |
| Letterhead / printed forms   | 4,962             | 4,113                    | -                        | 141                                | 184                    | 176                               | 349           |
| Postage  | 7,000             | 5,802                    | -                        | 199                                | 260                    | 248                               | 492           |
| Advertising / legal notice   | 450               |                          | 450                      |                                    |                        |                                   |               |
| Contract services  | 7,565             | 6,270                    | -                        | 215                                | 281                    | 268                               | 532           |
| Microfilming services  | 9,900             |                          | 9,900                    |                                    |                        |                                   |               |
| Dues and memberships   | 1,200             | 995                      | -                        | 34                                 | 45                     | 43                                | 84            |
| Schooling & conferences  | 10,208            | 8,461                    | -                        | 290                                | 379                    | 362                               | 718           |
| Radio / commun. Equip maint  | 12,000            | 9,946                    | -                        | 340                                | 445                    | 425                               | 844           |
| Equipment maint contract   | 2,300             | 1,906                    | -                        | 65                                 | 85                     | 81                                | 162           |

| McLEAN COUNTY SHERIFF                                  | Budget 11-30-2003 | General & Administrative | All Other Dept. Activity | Serving / Attempting Civil Process | Returning each process | Taking all bonds on legal process | Serve warrant |
|--|-------------------|--------------------------|--------------------------|------------------------------------|------------------------|-----------------------------------|---------------|
| Employees medical expense                              | 220               | 182                      | -                        | 6                                  | 8                      | 8                                 | 15            |
| Laundry and cleaning                                   | 2,880             |                          | 2,880                    |                                    |                        |                                   |               |
| Mobile team 8  | 5,775             |                          | 5,775                    |                                    |                        |                                   |               |
| Equipment rental                                       | 3,420             | 2,835                    | -                        | 97                                 | 127                    | 121                               | 240           |
| Travel expense   | 41,975            | 34,790                   | -                        | 1,191                              | 1,557                  | 1,487                             | 2,951         |
| Telephone expense                                      | 54,690            | 45,329                   | -                        | 1,551                              | 2,029                  | 1,937                             | 3,844         |
| Pur. Furnishings / off equipment                       | 1,100             | 912                      | -                        | 31                                 | 41                     | 39                                | 77            |
| Jail Operations  |                   |                          |                          |                                    |                        |                                   |               |
| <i>Allocated in proportion to hours for jail staff</i> |                   |                          |                          |                                    |                        |                                   |               |
| Overtime pay   | 95,500            | -                        | 85,869                   | -                                  | -                      | 9,631                             | -             |
| TOPS payment   | 100,000           | -                        | 89,915                   | -                                  | -                      | 10,085                            | -             |
| Employee medical/life ins                              | 172,559           | -                        | 155,157                  | -                                  | -                      | 17,402                            | -             |
| Clothing/employees                                     | 16,130            | -                        | 14,503                   | -                                  | -                      | 1,627                             | -             |
| Clothing/non-employees                                 | 9,891             | -                        | 8,894                    | -                                  | -                      | 997                               | -             |
| Food   | 248,000           | -                        | 222,990                  | -                                  | -                      | 25,010                            | -             |
| Linen and bedding                                      | 5,375             | -                        | 4,833                    | -                                  | -                      | 542                               | -             |
| Books/videos/publications                              | 2,451             | -                        | 2,204                    | -                                  | -                      | 247                               | -             |
| Operational supplies                                   | 20,456            | -                        | 18,393                   | -                                  | -                      | 2,063                             | -             |
| Paper supplies   | 1,800             | -                        | 1,616                    | -                                  | -                      | 182                               | -             |
| Dietary utensils                                       | 2,450             | -                        | 2,203                    | -                                  | -                      | 247                               | -             |
| Cleaning supplies                                      | 8,023             | -                        | 7,214                    | -                                  | -                      | 809                               | -             |
| Personal hygiene supplies                              | 8,025             | -                        | 7,216                    | -                                  | -                      | 809                               | -             |
| Photo supplies / film proc                             | 350               | -                        | 315                      | -                                  | -                      | 35                                | -             |
| Copy / microfilm expenses                              | 680               | -                        | 611                      | -                                  | -                      | 69                                | -             |
| Letterhead / printed forms                             | 4,641             | -                        | 4,173                    | -                                  | -                      | 468                               | -             |
| Contract services                                      | 15,608            | -                        | 14,034                   | -                                  | -                      | 1,574                             | -             |
| Schooling & conferences                                | 5,500             | -                        | 4,945                    | -                                  | -                      | 555                               | -             |
| ROE/Jail ed. Program                                   | 14,700            | -                        | 13,218                   | -                                  | -                      | 1,482                             | -             |
| Maint. Bldgs / grounds / equi                          | 2,114             | -                        | 1,901                    | -                                  | -                      | 213                               | -             |
| Equipment maint contract                               | 6,757             | -                        | 6,076                    | -                                  | -                      | 681                               | -             |
| Employees medical expense                              | 1,350             | -                        | 1,214                    | -                                  | -                      | 136                               | -             |
| Laundry and cleaning                                   | 26,400            | -                        | 23,738                   | -                                  | -                      | 2,662                             | -             |
| Prisoner housing/outside                               | 62,400            | -                        | 56,107                   | -                                  | -                      | 6,293                             | -             |
| Mobile team 8  | 3,825             | -                        | 3,439                    | -                                  | -                      | 386                               | -             |
| Non-contractual services                               | 510               | -                        | 459                      | -                                  | -                      | 51                                | -             |
| Bank service charge                                    | 600               | -                        | 539                      | -                                  | -                      | 61                                | -             |
| Purchase of Police equipment                           | 5,000             | -                        | 4,496                    | -                                  | -                      | 504                               | -             |
| Fleet Management                                       |                   |                          |                          |                                    |                        |                                   |               |

| McLEAN COUNTY SHERIFF  |                  | Budget 11-30-2003 | General & Administrative | All Other Dept. Activity | Serving / Attempting Civil Process | Returning each process | Taking all bonds on legal process | Serve warrant |
|--|------------------|-------------------|--------------------------|--------------------------|------------------------------------|------------------------|-----------------------------------|---------------|
| <i>Allocated in proportion to hours for fleet manager</i>  |                  |                   |                          |                          |                                    |                        |                                   |               |
| Overtime pay   | 1,200            | 1,200             | -                        | -                        | -                                  | -                      | -                                 | -             |
| Employee medical/life ins  | 2,550            | 2,550             | -                        | -                        | -                                  | -                      | -                                 | -             |
| Clothing/employees   | 175              | 175               | -                        | -                        | -                                  | -                      | -                                 | -             |
| Gasoline/diesel fuel   | 79,000           | 79,000            | -                        | -                        | -                                  | -                      | -                                 | -             |
| Operational supplies   | 6,558            | 6,558             | -                        | -                        | -                                  | -                      | -                                 | -             |
| Vehicle maint. Repair  | 34,000           | 34,000            | -                        | -                        | -                                  | -                      | -                                 | -             |
| Laundry and cleaning   | 1,100            | 1,100             | -                        | -                        | -                                  | -                      | -                                 | -             |
| <b>Allocated County Expenses (source: Fiscal 2000 Central Services Cost Allocation Plan, Schedule A.003)</b> |                  |                   |                          |                          |                                    |                        |                                   |               |
| <b>Sheriff Non-Jail</b>  |                  |                   |                          |                          |                                    |                        |                                   |               |
| <i>Allocated in proportion to hours for all staff except jail</i>  |                  |                   |                          |                          |                                    |                        |                                   |               |
| Building use charge  | 54,431           | 9,953             | 39,260                   | 2,984                    | 568                                | 385                    | 1,281                             |               |
| Social security  | 158,474          | 28,979            | 114,303                  | 8,689                    | 1,654                              | 1,121                  | 3,729                             |               |
| Facilities Mgt   | 38,574           | 7,054             | 27,822                   | 2,115                    | 402                                | 273                    | 908                               |               |
| County Admin   | 24,821           | 4,539             | 17,903                   | 1,361                    | 259                                | 176                    | 584                               |               |
| Tort Judgment  | 92,559           | 16,926            | 66,760                   | 5,075                    | 966                                | 655                    | 2,178                             |               |
| County Auditor   | 37,226           | 6,807             | 26,850                   | 2,041                    | 388                                | 263                    | 876                               |               |
| County Treasurer   | 20,452           | 3,740             | 14,751                   | 1,121                    | 213                                | 145                    | 481                               |               |
| Information Svcs   | 348,119          | 63,658            | 251,088                  | 19,088                   | 3,632                              | 2,462                  | 8,190                             |               |
| <b>Jail Operations</b>   |                  |                   |                          |                          |                                    |                        |                                   |               |
| Building use charge  | 780,722          | -                 | 780,722                  | -                        | -                                  | -                      | -                                 |               |
| Social security  | 147,910          | -                 | 132,994                  | -                        | -                                  | 14,916                 | -                                 |               |
| Facilities Mgt   | 553,276          | -                 | 553,276                  | -                        | -                                  | -                      | -                                 |               |
| County Admin   | 17,312           | -                 | 15,566                   | -                        | -                                  | 1,746                  | -                                 |               |
| Tort Judgment  | 926,392          | -                 | 832,969                  | -                        | -                                  | 93,423                 | -                                 |               |
| County Auditor   | 206              | -                 | 185                      | -                        | -                                  | 21                     | -                                 |               |
| County Treasurer   | 14,149           | -                 | 12,722                   | -                        | -                                  | 1,427                  | -                                 |               |
| Information Svcs   | 126,873          | -                 | 114,078                  | -                        | -                                  | 12,795                 | -                                 |               |
| Annualized cost of fee study (amortized over 5 years)  | 1,850            |                   |                          | 438                      | 364                                | 687                    | 362                               |               |
| <b>Total Non-Labor Expense</b>   | <b>4,911,296</b> | <b>452,164</b>    | <b>4,111,424</b>         | <b>68,443</b>            | <b>17,949</b>                      | <b>223,259</b>         | <b>38,057</b>                     |               |
| % Total Salaries (from Labor Analysis)   | 100.00%          |                   | 89.29%                   | 3.93%                    | 0.62%                              | 4.90%                  | 1.26%                             |               |
| Reallocate G&A Expenditures  |                  |                   | 403,753                  | 17,780                   | 2,801                              | 22,152                 | 5,677                             |               |
| Non-Labor Expense + G&A Reallocated  | 4,911,296        |                   | 4,515,177                | 86,223                   | 20,750                             | 245,411                | 43,734                            |               |

| McLEAN COUNTY SHERIFF         | Budget 11-30-2003 | General & Administrative | All Other Dept. Activity | Serving / Attempting Civil Process | Returning each process | Taking all bonds on legal process | Serve warrant    |
|-------------------------------|-------------------|--------------------------|--------------------------|------------------------------------|------------------------|-----------------------------------|------------------|
| Annual demand for service     |                   |                          |                          | 5,077<br>24%                       | 4,225<br>20%           | 7,964<br>37%                      | 4,194<br>20%     |
| Percent of fee service demand |                   |                          |                          |                                    |                        |                                   |                  |
| Law enforcement               | Hours<br>%        | -<br>0.0%                | 66,346.84<br>91.1%       | 5,143.13<br>7.1%                   | 316.88<br>0.4%         | -<br>0.0%                         | 993.16<br>1.4%   |
| Criminal investigation        | Hours<br>%        | -<br>0.0%                | 9,100.00<br>100.0%       | -<br>0.0%                          | -<br>0.0%              | -<br>0.0%                         | -<br>0.0%        |
| Administration                | Hours<br>%        | 17,308.03<br>82.9%       | -<br>0.0%                | 592.32<br>2.8%                     | 774.58<br>3.7%         | 739.67<br>3.5%                    | 1,467.90<br>7.0% |
| Jail                          | Hours<br>%        | -<br>0.0%                | 70,060.94<br>89.9%       | -<br>0.0%                          | -<br>0.0%              | 7,857.81<br>10.1%                 | -<br>0.0%        |
| Fleet                         | Hours<br>%        | 1,820.00<br>100.0%       | -<br>0.0%                | -<br>0.0%                          | -<br>0.0%              | -<br>0.0%                         | -<br>0.0%        |
| All staff except jail         | Hours<br>%        | 19,128.03<br>18.3%       | 75,446.84<br>72.1%       | 5,735.44<br>5.5%                   | 1,091.46<br>1.0%       | 739.67<br>0.7%                    | 2,461.06<br>2.4% |

McLEAN COUNTY SHERIFF

| ACTIVITIES FOR FEE STUDY           | # Per Year | Fee     |
|------------------------------------|------------|---------|
| Serving / Attempting Civil Process | 5,077      | \$17.00 |
| Returning each process             | 4,225      | \$7.00  |
| Taking all bonds on legal process  | 7,964      | \$20.00 |
| Serve warrant                      | 4,194      | \$11.70 |

**Bold = Includes in scope of study at client request**

For serving or attempting to serve summons on each defendant in each county, \$10.

For serving or attempting to serve an order or judgment granting injunctive relief in each county, \$10.

For serving or attempting to serve each garnishee in each county, \$10.

For serving or attempting to serve an order for replevin in each county, \$10.

For serving or attempting to serve an order for attachment on each defendant in each county, \$10.

For serving or attempting to serve a warrant of arrest, \$8, to be paid upon conviction.

For returning a defendant from outside the State of Illinois, upon conviction, the court shall assess, as court costs, the cost of returning a defendant to the jurisdiction.

For taking special bail, \$1 in each county.

For serving or attempting to serve a subpoena on each witness, in each county, \$10.

For advertising property for sale, \$5.

For returning each process, in each county, \$5.

Mileage for each mile of necessary travel to serve any such process as Stated above, calculating from the place of holding court to the place of residence of the defendant, or witness, 50¢ each way.

For summoning each juror, \$3 with 30¢ mileage each way in all counties.

For serving or attempting to serve notice of judgments or levying a judgment, \$3 with 50¢ mileage each way in all counties.

For taking possession of and removing property levied on, the officer shall be allowed to tax the actual cost of such possession or removal.

For feeding each prisoner, such compensation to cover the actual cost as may be fixed by the county board, but such compensation shall not be considered a part of the fees of the office.

For attending before a court with prisoner, on an order for habeas corpus, in each county, \$10 per day.

For attending before a court with a prisoner in any criminal proceeding, in each county, \$10 per day.

For each mile of necessary travel in taking such prisoner before the court as Stated above, 15¢ a mile each way.

For serving or attempting to serve an order or judgment for the possession of real estate in an action of ejectment or in any other action, or for restitution in an action of forcible entry and detainer without aid, \$10 and when aid is necessary, the sheriff shall be allowed to tax in addition the actual costs thereof, and for each mile of necessary travel, 50¢ each way.

For executing and acknowledging a deed of sale of real estate, in counties of first class, \$4; second class, \$4.

For preparing, executing and acknowledging a deed on redemption from a court sale of real estate in counties of first class, \$5; second class, \$5.

For making certificates of sale, and making and filing duplicate, in counties of first class, \$3, in counties of the second class, \$3.

For making certificate of redemption, \$3.

For certificate of levy and filing, \$3, and the fee for recording shall be advanced by the judgment creditor and charged as costs.

For taking all bonds on legal process, civil and criminal, in counties of first class, \$1; in second class, \$1.

For executing copies in criminal cases, \$4 and mileage for each mile of necessary travel, 20¢ each way.

For executing requisitions from other States, \$5.



McLEAN COUNTY SHERIFF

ACTIVITIES FOR FEE STUDY

# Per Year Fee

**Bold = Include in scope of study at client request**

For conveying each prisoner from the prisoner's own county to the jail of another county, or from another county to the jail of the prisoner's county, per mile, for going, only, 30¢.

For conveying persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, the following fees, payable out of the State Treasury. For each person who is conveyed, 35¢ per mile in going only to the penitentiary, reformatory, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, from the place of conviction.

The fees provided for transporting persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers shall be paid for each trip so made. Mileage as used in this Section means the shortest practical route, between the place from which the person is to be transported, to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers and all fees per mile shall be computed on such basis.

For conveying any person to or from any of the charitable institutions of the State, when properly committed by competent authority, when one person is conveyed, 35¢ per mile; when two persons are conveyed at the same time, 35¢ per mile for the first person and 20¢ per mile for the second person, and 10¢ per mile for each additional person.

For conveying a person from the penitentiary to the county jail when required by law, 35¢ per mile.

For attending Supreme Court, \$10 per day.

In addition to the above fees there shall be allowed to the sheriff a fee of \$600 for the sale of real estate which is made by virtue of any judgment of a court, except that in the case of a sale of unimproved real estate which sells for \$10,000 or less, the fee shall be \$150. In addition to this fee and all other fees provided by this Section, there shall be allowed to the sheriff a fee in accordance with the following schedule for the sale of personal estate which is made by virtue of any judgment of a court:

For judgments up to \$1,000, \$75;

For judgments from \$1,001 to \$15,000, \$150;

For judgments over \$15,000, \$300

| McLEAN COUNTY SHERIFF  | Statutory Price                 | Current fee price               | Actual Cost | Sheriff's Proposed Price        | Board Adopted                   |
|--|---------------------------------|---------------------------------|-------------|---------------------------------|---------------------------------|
| 55 ILCS 5/4-5001   |                                 |                                 |             |                                 |                                 |
| For serving or attempting to serve summons on each defendant in each county, \$10.   | \$10                            | \$17.00                         | \$51.11     | \$25.00 w/mileage               |                                 |
| For serving or attempting to serve an order or judgment granting injunctive relief in each county, \$10.   | \$10                            | \$17.00                         | \$51.11     | \$25.00 w/mileage               |                                 |
| For serving or attempting to serve each garnishee in each county, \$10.  | \$10                            | \$17.00                         | \$51.11     | \$25.00 w/mileage               |                                 |
| For serving or attempting to serve an order for replevin in each county, \$10.   | \$10                            | \$17.00                         | \$51.11     | \$25.00 w/mileage               |                                 |
| For serving or attempting to serve an order for attachment on each defendant in each county, \$10.   | \$10                            | \$17.00                         | \$51.11     | \$25.00 w/mileage               |                                 |
| For serving or attempting to serve a warrant of arrest, \$8, to be paid upon conviction.   | \$8                             | \$11.70                         | \$23.62     | \$15.00                         |                                 |
| For returning a defendant from outside the State of Illinois, upon conviction, the court shall assess, as court costs, the cost of returning a defendant to the jurisdiction.                          | cost                            | cost                            | See note 1  | cost                            | cost                            |
| For taking special bail, \$1 in each county.   | \$1                             | \$1                             | See note 1  | \$1                             | \$1                             |
| For serving or attempting to serve a subpoena on each witness, in each county, \$10.   | \$10                            | \$17.00                         | \$51.11     | \$25.00 w/mileage               |                                 |
| For advertising property for sale, \$5.  | \$5                             | \$5                             | See note 1  | \$5                             | \$5                             |
| For returning each process, in each county, \$5.   | \$5.00                          | \$7.00                          | \$11.37     | \$8.00                          |                                 |
| Mileage for each mile of necessary travel to serve any such process as Stated above, calculating from the place of holding court to the place of residence of the defendant, or witness, 50¢ each way. | \$0.50 / mile each way          | \$0.50 / mile each way          | See note 1  | \$0.50 / mile each way          | \$0.50 / mile each way          |
| For summoning each juror, \$3 with 30¢ mileage each way in all counties.   | \$3 with \$0.30 / mile each way | \$3 with \$0.30 / mile each way | See note 1  | \$3 with \$0.30 / mile each way | \$3 with \$0.30 / mile each way |
| For serving or attempting to serve notice of judgments or levying to enforce a judgment, \$3 with 50¢ mileage each way in all counties.  | \$3 with \$0.50 / mile each way | \$17.00                         | \$51.11     | \$25.00 w/mileage               |                                 |
| For taking possession of and removing property levied on, the officer shall be allowed to tax the actual cost of such possession or removal.   | cost                            | cost                            | See note 1  | cost                            | cost                            |
| For feeding each prisoner, such compensation to cover the actual cost as may be fixed by the county board, but such compensation shall not be considered a part of the fees of the office.             | \$12/day                        | \$12/day                        | See note 1  | \$12/day                        | \$12/day                        |
| For attending before a court with prisoner, on an order for habeas corpus, in each county, \$10 per day.   | \$10 / day                      | \$10 / day                      | See note 1  | \$10 / day                      | \$10 / day                      |

| McLEAN COUNTY SHERIFF  | Statutory Price                  | Current fee price               | Actual Cost | Sheriff's Proposed Price        | Board Adopted                   |
|--|----------------------------------|---------------------------------|-------------|---------------------------------|---------------------------------|
| For attending before a court with a prisoner in any criminal proceeding, in each county, \$10 per day.   | \$10 / day                       | \$10 / day                      | See note 1  | \$10 / day                      | \$10 / day                      |
| For each mile of necessary travel in taking such prisoner before the court as Stated above, 15¢ a mile each way.   | \$0.15 / mile each way           | \$0.15 / mile each way          | See note 1  | \$0.15 / mile each way          | \$0.15 / mile each way          |
| For serving or attempting to serve an order or judgment for the possession of real estate in an action of ejectment or in any other action, or for restitution in an action of forcible entry and detainer without aid, \$10 and when aid is necessary, the sheriff shall be allowed to tax in addition the actual costs thereof, and for each mile of necessary travel, 50¢ each way.   | \$10 with \$0.50 / mile each way | \$17.00                         | \$51.11     | \$25.00 w/mileage               |                                 |
| For executing and acknowledging a deed of sale of real estate, in counties of first class, \$4; second class, \$4.   | \$4                              | \$4                             | See note 1  | \$4                             | \$4                             |
| For preparing, executing and acknowledging a deed on redemption from a court sale of real estate in counties of first class, \$5; second class, \$5.   | \$5                              | \$5                             | See note 1  | \$5                             | \$5                             |
| For making certificates of sale, and making and filing duplicate, in counties of first class, \$3; in counties of the second class, \$3.   | \$3                              | \$3                             | See note 1  | \$3                             | \$3                             |
| For making certificate of redemption, \$3.   | \$3                              | \$3                             | See note 1  | \$3                             | \$3                             |
| For certificate of levy and filing, \$3, and the fee for recording shall be advanced by the judgment creditor and charged as costs.  | \$3                              | \$3                             | See note 1  | \$3                             | \$3                             |
| For taking all bonds on legal process, civil and criminal, in counties of first class, \$1; in second class, \$1.  | \$1.00                           | \$20.00                         | \$57.92     | \$25.00                         |                                 |
| For executing copies in criminal cases, \$4 and mileage for each mile of necessary travel, 20¢ each way.   | \$4 with \$0.20 / mile each way  | \$4 with \$0.20 / mile each way | See note 1  | \$4 with \$0.20 / mile each way | \$4 with \$0.20 / mile each way |
| For executing requisitions from other States, \$5.   | \$5                              | \$6                             | See note 1  | \$6                             | \$6                             |
| For conveying each prisoner from the prisoner's own county to the jail of another county, or from another county to the jail of the prisoner's county, per mile, for going, only, 30¢.   | \$0.30 / mile one way            | \$0.30 / mile one way           | See note 1  | \$0.30 / mile one way           | \$0.30 / mile one way           |
| For conveying persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, the following fees, payable out of the State Treasury. For each person who is conveyed, 35¢ per mile in going only to the penitentiary, reformatory, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers, from the place of conviction. | \$0.35 / mile one way            | \$0.35 / mile one way           | See note 1  | \$0.35 / mile one way           | \$0.35 / mile one way           |

| McLEAN COUNTY SHERIFF  | Statutory Price       | Current fee price     | Actual Cost | Sheriff's Proposed Price | Board Adopted         |
|--|-----------------------|-----------------------|-------------|--------------------------|-----------------------|
| The fees provided for transporting persons to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers shall be paid for each trip so made. Mileage as used in this Section means the shortest practical route, between the place from which the person is to be transported, to the penitentiary, reformatories, Illinois State Training School for Boys, Illinois State Training School for Girls and Reception Centers and all fees per mile shall be computed on such basis. | \$0.35 / mile one way | \$0.35 / mile one way | See note 1  | \$0.35 / mile one way    | \$0.35 / mile one way |
| For conveying any person to or from any of the charitable institutions of the State, when properly committed by competent authority, when one person is conveyed, 35¢ per mile; when two persons are conveyed at the same time, 35¢ per mile for the first person and 20¢ per mile for the second person; and 10¢ per mile for each additional person.   | \$0.35 / mile         | \$0.35 / mile         | See note 1  | \$0.35 / mile            | \$0.35 / mile         |
| For conveying a person from the penitentiary to the county jail when required by law, 35¢ per mile.  | \$10/day              | \$10/day              | See note 1  | \$10/day                 | \$10/day              |
| For attending Supreme Court, \$10 per day.   | \$600 / \$150         | \$600 / \$150         | See note 1  | \$600 / \$150            | \$600 / \$150         |
| In addition to the above fees there shall be allowed to the sheriff a fee of \$600 for the sale of real estate which is made by virtue of any judgment of a court; except that in the case of a sale of unimproved real estate which sells for \$10,000 or less, the fee shall be \$150. In addition to this fee and all other fees provided by this Section, there shall be allowed to the sheriff a fee in accordance with the following schedule for the sale of personal estate which is made by virtue of any judgment of a court:                          |                       |                       |             |                          |                       |
| For judgments up to \$1,000, \$75;   | \$75                  | \$75                  | See note 1  | \$75                     | \$75                  |
| For judgments from \$1,001 to \$15,000, \$150;   | \$150                 | \$150                 | See note 1  | \$150                    | \$150                 |
| For judgments over \$15,000, \$300   | \$300                 | \$300                 | See note 1  | \$300                    | \$300                 |
| Note 1: Not included in review at client request, primarily due to infrequent demand and limited source data for cost calculations. Statutory prices will remain in effect for these services.   |                       |                       |             |                          |                       |