



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Tuesday, May 5, 2009
4:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – April 7, 2009
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Amy Davis, Public Defender
 - 1) Items to be Presented for Action:
 - a) Request approval of a contract between Harvey C. Welch, Special Public Defender, and the Public Defender's Office 1-4
 - b) Request approval of a contract between Terry W. Dodds, Special Public Defender, and the Public Defender's Office 5-8
 - 2) Items to be Presented for Information:
 - a) Monthly Caseload Report, March 2009 9-11
 - b) General Report
 - c) Other
 - B. Judy Renner, Director, Children's Advocacy Center
 - 1) Items to be Presented for Information:
 - a) Monthly Statistical Report 12
 - b) CASA Report 13
 - c) General Report
 - d) Other

- C. Curt Hawk, Director, EMA
- 1) Items to be Presented for Action:
 - a) Request Approval of 2009 Illinois Emergency Management Agency TCIP Interoperable Emergency Communications Grant 14-23
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
- D. Don Everhart, McLean County Circuit Clerk
- 1) Items to be Presented for Action:
 - a) Request Approval for the Circuit Clerk's Office to apply for a County-owned Credit Card 24
 - 2) Items to be Presented for Information:
 - a) Statistical Reports, February 2009 25-33
 - b) Statistical Reports, 1st Quarter 2009 34-42
 - c) General Report
 - d) Other
- E. Lori McCormick, Director, Court Services
- 1) Items to be Presented for Information:
 - a) Court Services Adult/Juvenile Division Statistics, March 2009 43-44
 - b) Juvenile Detention Center – McLean County Statistics, 2009 45-46
 - c) Juvenile Detention Center – Out of County Statistics, 2009 47-48
 - d) General Report
 - e) Other
- F. Mike Emery, McLean County Sheriff
- 1) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, May 2009 49-53
 - b) General Report
 - c) Other
- G. Beth C. Kimmerling, McLean County Coroner
- 1) Items to be Presented for Information:
 - a) Monthly Report, March 2009 54
 - b) General Report
 - c) Other

- H. Bill Yoder, McLean County State's Attorney
 - 1) Items to be Presented for Information:
 - a) Monthly Caseload Report 55
 - b) Asset Forfeiture Fund Report 56
 - c) General Report
 - d) Other
- 5. Other Business and Communication
- 6. Recommend payment of Bills and Transfers, if any, to the County Board
- 7. Adjournment

CONTRACT

This Contract, entered into this 1st day of May, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Harvey C. Welch, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Harvey C. Welch is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,658.61 per month.

The Special Public Defender agrees to:

1. Harvey C. Welch shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of four (4) felony cases on even-numbered months and a maximum of three (3) felony cases on odd-numbered months, and that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases every two months, those cases shall be assigned as soon as practicable in the following two-month time span; however, the total number of cases assigned shall not exceed 28 cases during this contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or

secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on May 1, 2009 and terminate on December 31, 2009.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Harvey C. Welch
401 W. Elm Street
Urbana, IL 61801

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the ____ day of _____, 2009.

APPROVED:

Harvey C. Welch
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 1st day of May, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Terry W. Dodds, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Terry W. Dodds is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,658.61 per month.

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Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Terry W. Dodds
624 N. Main Street
Bloomington, IL 61701

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14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the ____ day of _____, 2009.

APPROVED:

Terry W. Dodds
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

May 4, 2009

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

Re: Monthly Caseload - MONTH ENDING March 31, 2009

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 TOTALS 2008	MONTHLY TOTALS 2009	YTD TOTALS 2008	YTD TOTALS 2009	% CHANGE YTD
FELONIES	110	90	279	234	<16%>
MISDEMEANORS	110	122	324	323	0%
DUI	19	33	75	87	16%
TRAFFIC	52	91	143	241	69%
JUVENILE	17	14	58	32	<45%>
(DELINQUENT)	7	6	29	13	<55%>
(ABUSE/NEGLECT)	10	8	29	17	<41%>
MENTAL HEALTH CASES	6	4	16	18	13%
Involuntary Commitment	6	4	16	18	13%
Medication Compliance Orders	0	0	0	0	0%
POST-CONVICTION & SVPCA CASES	0	0	0	3	300%
TOTAL	314	354	895	938	5%

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING March 31, 2009**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	RON LEWIS	12	26	1
F	JAMES TUSEK	11	23	3
F	CARLA HARVEY	11	25	4
F	BRIAN MCELLOWNEY	9	23	4
F	JOHN WRIGHT-C	7	18	NA
F	TERRY DODDS-C	5	19	NA
F	DAVID RUMLEY-C	7	19	NA
F	KELLY HARMS	28	76	5
F	JOHN BUSSAN	0	0	0
F	JENNIFER LOCKE	0	2	0
CM	JENNIFER LOCKE	60	157	3
F	AMY RUIPER	0	0	1
CM	AMY RUIPER	62	166	10
DUI	BARBARA BAILEY	15	39	0
TR	BARBARA BAILEY	47	114	0
DUI	RACHELLE ROTH	18	48	0
TR	RACHELLE ROTH	44	126	0
F	ART FELDMAN	0	3	0
JD	ART FELDMAN	6	13	5
JA	ROB KEIR	7	14	NA
JA	MATTHEW KOETTERS	7	15	NA
JA	ALAN NOVICK-C	2	4	NA
PC/SVP	KEITH DAVIS-C	0	3	NA
PVT	PRIVATE COUNSEL-CF	13	36	0
PVT	PRIVATE COUNSEL-CM	11	26	0
PVT	PVT COUNSEL-DUI/TR	4	16	0
W/D	WITHDRAWN-CF	0	1	0
W/D	WITHDRAWN-CM	2	10	0
W/D	WITHDRAWN-DUI/TR	1	3	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

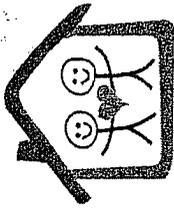
TR= Traffic

M= Misdemeanor

March 2009 DISPOSITIONS

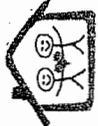
DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	70	104	22
PLEA / LESSER	8	0	4
BENCH TRIAL / WIN	1	3	0
BENCH TRIAL / LOSS	0	3	0
JURY TRIAL / WIN	2	1	0
JURY TRIAL / LOSS	1	1	0
DISMISSED / UPFRONT	3	18	6
DISMISSED / TRIAL	7	7	3
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	6	8	13
PRIVATE COUNSEL	13	11	4
PLEA / BLIND	13	2	0
REFILED AS FELONY	0	0	0
WITHDRAWN	0	2	1
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	7	6	0

McLean County Children's Advocacy Center Monthly Statistics
 March, 2009



	2008 INTERVIEWS VIC/OTHER/TOT INT.	1ST. INTERVIEW 2009 MONTH/YTD	JUV. SUSPECT INTERVIEW 2009	SIB/WITNESS INTERVIEW 2009	2ND INTERVIEW 2009	OUT OF COUNTY INTERVIEW 2009	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	10/1/11	12	0	4	0	1	17	17
FEBRUARY	22/6/28	12/24	0	2	0	1	15	32
MARCH	20/6/26	9/33	0	3	0	2	14	46
APRIL	17/11/28							
MAY	21/6/27							
JUNE	15/3/18							
JULY	22/6/28							
AUGUST	22/5/26							
SEPTEMBER	24/6/30							
OCTOBER	14/6/20							
NOVEMBER	12/7/19							
DECEMBER	7/3/10							
YEAR TO DATE TOTALS		33	0	9	0	4	46	46

CASA Monthly Statistics FY09

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	2	5	0	92	1	41	180.75	0	3	10
February	3	7	2	99	0	40	310.01	0	10	19
March	2	1	0	90	2	41	274.25	0	3	6
April										
May										
June										
July										
August										
September										
October										
November										
December										
YTD Totals										

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: Emergency Management		This request is for: <input checked="" type="checkbox"/> A New Grant	
Granting Agency: IEMA / ITTF / TCIP		Grant Type: <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: April 1, 2009 End: June 30, 2010
Grant Title: Interoperability Communications Grant			
Grant Amount: \$47,000.00		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match :\$ Overmatch: \$		Expected Initial Receipt Date:	
Grant Total Amount: \$47,000.00		Source of Matching Funds (if applicable):	
Will it be likely to obtain this grant again next FY? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Equipment Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="left">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$</td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$	Description of equipment to be purchased: To develop a countywide Interoperable Communication Plan. Working with all response agencies Description of subcontracting costs: Other requirements or obligations:
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:																									
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Total Personnel Cost	\$																								
Additional Expenses																									
Subcontractors	\$																								
Equipment	\$																								
Other	\$																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$																								

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight: Curtis Hawk

Curtis Hawk
Department Head Signature

4/21/09
Date

Grant Administrator/Coordinator Signature (if different) Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to McLean County

This Grant Agreement is made and entered by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and **McLean County**, (Grantee), 104 West Front Street, Bloomington, Illinois 61701-2400.

WHEREAS this Grant is to utilize funds from the Department of Homeland Security (DHS), Fiscal Year 2008 **Interoperable Emergency Communications Grant Program (IECGP)**, **CFDA #97.001**.

THEREFORE, the Grantor is hereby making available to the Grantee the amount not exceeding **\$47,000.00** for the period from **April 1, 2009**, to **June 30, 2010**. The Grantee hereby agrees to use the funds provided under the agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this agreement. This period of award may be amended if there is a delay in the release of these funds from the Federal Government.

It is agreed between the parties, that the agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

This Grant Agreement and attachments constitute the entire agreement between the parties.

PART II - Term

The term of this Grant Agreement shall be from **April 1, 2009**, to **June 30, 2010**.

PART III - Scope of Work

The Grantee agrees to complete the following activities by the conclusion of the performance period. All expenses paid submitted to the Grantor will be directly associated with the implementation of the activities listed in Part III of this agreement.

Develop and enhance interoperability communications; deliver and evaluation training, implement homeland security program; overtimes and backfill for TICP training; conduct an exercise; and implementation of HSEEP.

The Budget Detail Worksheet, provided in Attachment A, outlines the expenditures necessary to complete the Scope of Work (Part III) for this project and for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet. Each Budget Detail Worksheet submitted by the Grantee and approved by the Grantor shall be considered an authorized budget and an attachment of this Grant Agreement.

The Discipline Allocation Worksheet, provided in Attachment B, outlines the discipline specific expenditure allocation classification listed in the Scope of Work (Part III). The Grantee must submit to the Grantor the updated Discipline Allocation Worksheet as outlined in Part V – Reports.

PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$47,000.00.

PART V - Terms and Conditions

FISCAL FUNDING: The Grantor'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 fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

EQUIPMENT: Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by grantee with grant funds if said equipment has fallen into neglect or misuse according to the standards of the Grantor. Additionally, Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless Grantee has the express written consent of the Grantor. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

METHOD OF COMPENSATION: The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the Illinois State Comptroller. The Grantee agrees to maintain appropriate records of actual costs incurred and to submit expenditure information to the Grantor. No costs eligible under this Grant Agreement shall be incurred after **June 30, 2010**. The Grantee must submit a final Budget Detail Worksheet, and Discipline Allocation Worksheet to the Grantor within 30 days after the expiration of the Grant Agreement. The Grantee also agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes.

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under the Grant Agreement as required by the Grantor. The Grantee shall keep records sufficient to permit the tracking of funds to ensure that expenditures are made in accordance with this Grant Agreement.

The Grantee will comply with Federal Emergency Management Agency's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to

State and Local Governments; Office of Management and Budget (OMB) Circular A-102, addressing administrative requirements for state and local governments (44CFR Part 13); OMB Circular A-87, addressing cost principles for grants to state and local governments; Common Rule for Administrative Requirements for Grants to non-profits (28 CFR 70); OMB Circulars A-122 and A-21, addressing cost principles for grants to non-profit entities; the requirements included in the Office of Justice Programs OC Financial Guide; and applicable state and federal regulations.

Funds received by the Grantee must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR Part 9, New Restrictions on Lobbying, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations.

The Grantee shall not deposit funds into the Federal Civil Preparedness Administrative Fund as established by the State legislature. This fund is reserved for the use of the Grantor only.

REPORTS: The Grantee shall submit to the Grantor throughout the stated performance period documentation to support the submission of the Bi-Annual Strategy Implementation Report (BSIR). The documentation is due within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30; and January 15 for the reporting period of July 1 through December 31). The documentation must include, at a minimum, (1) amount of funding received, obligated and expended for activities outlined in the Scope of Work, and (2) Discipline Allocation Worksheet (Attachment B described in Part III – Scope of Work). The Grantee further agrees to provide to the Grantor, upon the request, other project information for which funding is received through this agreement to support the completion of other Federal and State reporting requirements.

The Grantee will submit to the Grantor, upon the request, evidence the Grantee has complied with DHS FEMA GPD training and/or exercise documentation and reporting requirements as outlined in the appropriate grant guidance that governs the use of training and/or exercise funds as defined by DHS FEMA GPD.

AUDITS AND INSPECTIONS: The Grantee will, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this grant agreement for three years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required.

MODIFICATION AND AMENDMENT OF THE GRANT: This grant agreement is subject to revision as follows:

- A. Modifications may be required because of changes in State or Federal laws, regulations, or Federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this agreement which, if it is susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

Grantee's failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

RETENTION OF PROPERTY RECORDS: Grantee agrees to maintain records for equipment, non-expendable personal property, and real property. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

NON-DISCRIMINATION: In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

SEVERABILITY CLAUSE: If any provision under the Grant Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of the Grant Agreement which can be given effect without the invalid provision or application.

DEBARMENT: The Grantee certifies neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the agreement by any Federal Agency or department.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by the grant agreement.

WAIVERS: No waiver of any condition of this grant agreement may be effective unless in writing from the Director of the Grantor.

BOYCOTT: The Grantee certifies that neither it 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.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD, and State of Illinois reserve a royalty-free, non exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal and State purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

The following statement shall be prominently displayed in all publications created through this grant agreement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security or State of Illinois."*

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reallocate or repossess all equipment procured by the Grantee under this grant agreement if the property is not properly maintained by the Grantee according to the manufacturer's guidelines and Grantor's requirements. All equipment procured by the Grantee through this grant agreement shall be made available for review by the Grantor upon request.

Title to equipment acquired by a non-Federal entity with Federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-Federal entity's policy, lower limits may be established. A Grantee shall use, manage, and dispose of equipment acquired under a Federal grant in accordance with Federal and State laws and procedures.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall provide to the Grantor any information requested by DHS FEMA GPD to ensure compliance with applicable Federal EHP requirements. DHS FEMA GPD, through its EHP Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. Any project with the potential to impact EHP resources cannot be initiated until DHS FEMA GPD has completed its review.

PART VI - Assurances

The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

The Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment

activities are funded in whole or in part with federal funds.

The Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments; and Non-Profit Organizations."

The Grantee will comply with all applicable requirements of all other State and Federal laws, executive orders, regulations governing this program, and policies and procedures promulgated by the Illinois Terrorism Task Force prior to or during the performance period of this agreement.

PART VII - Certification

The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois. The Grantee further certifies that all required compliance documentation is on file with the appropriate Federal and State entity as required by the Federal Emergency Management Agency throughout the performance period of this agreement.

The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

The Grantee hereby certifies that it has not been barred from bidding on, or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

The Grantee certifies that it will comply with all applicable State and Federal laws and regulations.

The Grantee certifies that it will return to the Grantor all State or Federal grant funds that are not expended or are accidentally over-advanced. The Grantor may recapture those funds not expended or accidentally over-advanced in accordance with State and Federal laws and regulations. The Grantee further certifies that its failure to comply with any one of the terms of this Grant Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Under penalties of perjury, I certify that 37-6001569 is my correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. I am doing business as a (please check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care | |
| <input type="checkbox"/> Services Provider Corporation | |

Part VIII - Drug Free Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Grantor 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 Grantor or contractor has certified to the State that the Grantor or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Grantor" 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.

The contractor/Grantor certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantor's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) 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.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantor's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

Grantee: **McLean County**

By: _____
Andrew Velasquez III, Director

By: _____
Matt Sorensen, Chairman

DATE: _____

DATE: _____

08IECGPSPF

LAW & JUSTICE CENTER
104 West Front Street
Room 404
P.O. Box 2420
Bloomington, IL 61702-2420



DON R. EVERHART, JR.
CLERK OF THE CIRCUIT COURT
COUNTY OF McLEAN
(309) 888-5301

DIVISION OFFICES
Criminal: Room 303
888-5320
Divorce/Family: Room 404
888-5305
Civil: Room 404
888-5340
Small Claims: Room 404
888-5330
Traffic: Room 303
888-5310

MEMORANDUM

TO: The Honorable Members of the Justice Committee

FROM: Don R. Everhart, Jr.
McLean County Circuit Clerk

CC: Hon. Jackie Dozier – McLean County Auditor

DATE: April 01, 2009

RE: Credit Card Issuance

The McLean County Auditor supports the following request and recommends that approval be obtained from the committee.

Please accept this memorandum as a formal request for approval for the Circuit Clerk's office to apply for a county-owned credit card.

The credit card would be used for approved travel expenses (hotel and transportation), and for purchases of commodities/products that can only be purchased via a credit card, e.g., online purchases.

A credit card would provide opportunity for competitive "shopping" of a needed commodity/product by expanding our office's access to responsible vendors/suppliers.

The Circuit Clerk will limit the number of individuals approved to make purchases with the credit card, and all transactions shall have prior approval of the Circuit Clerk.

At the upcoming Justice Committee meeting any questions you might have will be answered.

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF MARCH 2009
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
Adoption	36	AD	3	0	5	34	31
Arbitration	243	AR	76	10	104	225	234
Chancery	369	CH	56	0	45	380	330
Dissolution of Marriage	453	D	72	0	35	490	434
Eminent Domain	0	ED	0	0	0	0	0
Family	279	F	49	5	42	291	292
Law => \$50,000 - Jury	305	L	7	0	6	306	303
Law = > \$50,000 - Non-Jury	247	L	18	0	18	247	210
Law = < \$50,000 - Jury	2	LM	0	0	0	2	2
Law = < \$50,000 - Non-Jury	234	LM	66	5	92	213	204
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	8	MH	22	0	15	15	10
Miscellaneous Remedy	208	MR	37	0	54	191	137
Order of Protection	24	OP	23	0	36	11	46
Probate	1,265	P	33	0	16	1,282	1,146
Small Claim	909	SC	254	31	289	905	894
Tax	9	TX	0	0	0	9	8
TOTAL CIVIL	4,591		716	51	757	4,601	4,281

REPORT B
ACTIVITY OF ALL CRIMINAL CASES
DURING THE MONTH OF MARCH 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
CONTEMPT OF COURT	4	C.C.	1	1	0	2	3	5
CRIMINAL FELONY	783	CF	108	108	5	153	743	924
CRIMINAL MISDEMEANOR	1,100	CM	192	192	6	230	1,068	964
TOTAL CRIMINAL	1,887		301	301	11	385	1,814	1,893

REPORT C
ACTIVITY OF ALL JUVENILE CASES
DURING THE MONTH OF MARCH 2009
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 2009	END PENDING 2008
JUVENILE	9	J	0	0	0	0	9	8
JUVENILE ABUSE & NEGLECT	389	JA	16	16	0	18	387	461
JUVENILE DELINQUENT	248	JD	5	5	3	9	247	177
TOTAL JUVENILE	646		21	21	3	27	643	646

REPORT D
ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
DURING THE MONTH OF MARCH 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	ADJUST	END PENDING 2009	END PENDING 2008
CONSERVATION VIOLATION	8	CV	1	1	2	0	8	20
DRIVING UNDER THE INFLUENCE	409	DT	104	0	76	0	437	495
ORDINANCE VIOLATION	770	OV	128	1	216	0	683	844
TRAFFIC VIOLATION	11,803	TR	3,754	27	4,521	0	11,063	17,510
TOTALS:	12,990		3,987	29	4,815	0	12,191	18,869

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF MARCH OF 2009
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
06 L 57	05/08/06	03/04/09
08 CF 429	04/16/08	03/10/09
08 TR 8909	04/07/08	03/10/09
08 CF 1246	11/05/08	03/16/09
08 CF 1272	11/13/08	03/17/09
08 CF 1085	09/24/08	03/17/09
08 CF 607	06/02/08	03/17/09
08 CF 1336	12/02/08	03/18/09
08 CM 2674	12/08/08	03/18/09
08 CM 2685	12/08/08	03/19/09
03 L 158	10/09/03	03/20/09

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 (1)
DURING THE MONTH OF MARCH 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

NOLLE	S.O.L.	NOT CONVICTED				CONVICTED			TOTAL DEFENDANTS DISPOSED OF	
		REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2) ****	ACQUITTED BY BENCH TRIAL	JURY TRIAL	GUILTY PLEA	BENCH TRIAL		JURY TRIAL
20	0	5	0	0	0	3	124	1	0	153

(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.

****TRANSFERS TO WARRANT CALENDAR

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF JANUARY 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

MONTH	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	11	0	5	0	13	1	4	113	3	0	150			
FEB	43	0	9	0	0	3	2	71	1	4	133			
MAR	20	0	5	0	0	3	124	1	0	0	153			
APR	0	0	0	0	0	0	0	0	0	0	0			
MAY	0	0	0	0	0	0	0	0	0	0	0			
JUNE	0	0	0	0	0	0	0	0	0	0	0			
JULY	0	0	0	0	0	0	0	0	0	0	0			
AUG	0	0	0	0	0	0	0	0	0	0	0			
SEPT	0	0	0	0	0	0	0	0	0	0	0			
OCT	0	0	0	0	0	0	0	0	0	0	0			
NOV	0	0	0	0	0	0	0	0	0	0	0			
DEC	0	0	0	0	0	0	0	0	0	0	0			
TOTAL	74	0	19	0	13	7	130	185	4	4	436			

(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.

REPORT G
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
 DURING THE MONTH OF MARCH 2009
 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: 125

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	8	11	13	5	24	61
4. PROBATION	0	0	3	10	15	22	50
5. OTHER	0	0	0	0	3	11	14
TOTALS:	0	8	14	23	23	57	125

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF MARCH 2009
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)	17	0	12
CRIMINAL	5	0	6
TOTAL:	26	0	19

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE FIRST QUARTER OF 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
Adoption	24	AD	26	0	16	34	31
Arbitration	232	AR	189	33	229	225	234
Chancery	352	CH	152	0	124	380	330
Dissolution of Marriage	453	D	169	0	132	490	434
Eminent Domain	0	ED	0	0	0	0	0
Family	260	F	112	27	108	291	292
Law => \$50,000 - Jury	316	L	14	0	24	306	303
Law => \$50,000 - Non-Jury	230	L	59	0	42	247	210
Law = < \$50,000 - Jury	2	LM	0	0	0	2	2
Law = < \$50,000 - Non-Jury	227	LM	230	11	255	213	204
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	15	MH	49	0	49	15	10
Miscellaneous Remedy	206	MR	100	0	115	191	137
Order of Protection	22	OP	61	1	73	11	46
Probate	1,243	P	90	0	51	1,282	1,146
Small Claim	884	SC	685	118	782	905	894
Tax	9	TX	0	0	0	9	8
TOTAL CIVIL	4,475		1,936	190	2,000	4,601	4,281

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE FIRST QUARTER OF 2009
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
CONTEMPT OF COURT	11	C.C.	7	7	0	15	3	5
CRIMINAL FELONY	860	CF	276	276	43	436	743	924
CRIMINAL MISDEMEANOR	1,099	CM	588	588	20	639	1,068	964
TOTAL CRIMINAL	1,970		871	871	63	1,090	1,814	1,893

REPORT C
ACTIVITY OF ALL JUVENILE CASES
DURING THE FIRST QUARTER 2009
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 2009	END PENDING 2008
JUVENILE	8	J	1	1	0	0	9	8
JUVENILE ABUSE & NEGLECT	409	JA	30	30	1	53	387	461
JUVENILE DELINQUENT	256	JD	13	13	5	27	247	177
TOTAL JUVENILE	673		44	44	6	80	643	646

REPORT D
ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
DURING THE FIRST QUARTER 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	ADJUST	END PENDING 2009	END PENDING 2008
CONSERVATION VIOLATION	14	CV	7	1	14	0	8	20
DRIVING UNDER THE INFLUENCE	420	DT	263	1	247	0	437	495
ORDINANCE VIOLATION	818	OV	458	1	594	0	683	944
TRAFFIC VIOLATION	13,626	TR	9,879	50	12,492	0	11,063	17,510
TOTALS:	14,878		10,607	53	13,347	0	12,191	18,969

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF THE FIRST QUARTER OF 2009
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
08 CF 313	03/17/08	01/13/09
05 L 23	02/10/05	01/14/09
08 CF 331	03/20/08	01/14/09
08 CF 57	01/15/08	01/15/09
08 DT 393	05/27/08	01/21/09
08 CM 1287	06/19/08	01/21/09
08 DT 538	07/28/08	01/22/09
07 CF 1392	12/28/08	01/22/09
08 CF 1241	11/03/08	01/22/09
08 CF 363	03/28/08	01/22/09
05 L 48	03/21/05	01/23/09
08 CF 780	07/11/08	02/10/09
08 CM 1369	06/30/08	02/23/09
08 CF 497	05/05/08	02/24/09
08 DT 751	10/23/08	02/24/09
08 CM 1798	08/20/08	02/25/09
08 DT 158	02/27/08	02/25/09
08 CM 1648	07/29/08	02/26/09
08 DT 435	06/11/08	02/26/09
06 L 57	05/08/06	03/04/09
08 CF 429	04/16/08	03/10/09
08 TR 8909	04/07/08	03/10/09

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF THE FIRST QUARTER OF 2009
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY

08 CF 1246	11/05/08	03/16/09
08 CF 1272	11/13/08	03/17/09
08 CF 1085	09/24/08	03/17/09
08 CF 607	06/02/08	03/17/09
08 CF 1336	12/02/08	03/18/09
08 CM 2674	12/08/08	03/18/09
08 CM 2685	12/08/08	03/19/09
03 L 158	10/09/03	03/20/09

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 (1)
DURING THE FIRST QUARTER OF 2009
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				
74	0	19	0	13	4	9	308	5	4	436

(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.

REPORT G
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
 DURING THE FIRST QUARTER OF 2009
 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: 317

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	18	21	32	17	59	147
4. PROBATION	0	0	10	23	36	70	139
5. OTHER	0	0	0	3	8	20	31
TOTALS:	0	18	31	58	61	149	317

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE 1ST QUARTER 2009
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	7	0	4
FAMILY (OP)	49	2	30
CRIMINAL	14	0	11
TOTAL:	70	2	45

March 2009

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 Officer Division –

Total caseload 803 (905 last month)

Average caseload per officer 115 (129 last month)

Presentence Reports Completed (3 officer unit) 38 (15 last month)

Intakes completed (1 officer) 52 (69 last month)

DRIVING UNDER THE INFLUENCE UNIT (Adult)

1 person unit with a maximum caseload of 40

Total Caseload –81 (79 last month)

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 44 (44 last month)

COMMUNITY SERVICE PROGRAM

Total Caseload Adult – 606 (612 last month)

Total Hours Completed **Adult** – 7528 (\$58,432 Symbolic Restitution \$7.75)

March New Hours ordered – 12,370

Total new intakes – 91 (Felony, Misd, DUI, Traffic, Ordinance)

DOMESTIC VIOLENCE PROGRAM

2 person unit

Total Probation Caseload – 97 (104 last month)

Intakes for month of February -16

PRETRIAL RELEASE PROGRAM

2 person unit

Total number bond reports submitted – 20 (18 last month)

Total number of defendants released -9 (11 last month)

Total number of defendants supervised – 32 (29 last month)

DRUG COURT

2 person unit

Total number in program – 35 active (42 last month)

Total number of screenings from state received in March: 6

1 no show for screening with Drug Court Coordinator, and 5 declined program after interview/screening

Total new participants: 1

March 09

JUVENILE DIVISION

4 Officer Division

Total Caseload – 170 (164 last month)
Average caseload per officer 43 (41 last month)

Social History Reports Completed – 7 (15 last month)

EARLY INTERVENTION PROBATION

2 Person unit with a maximum caseload of 30

Total caseload - 24 (last month 24)
Social History Reports - 2(last month 3)

INTENSIVE PROBATION UNIT JUVENILE

1 1/2 person unit with a maximum caseload of 15

Total Caseload – 15 (19 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 22 (19 last month)
Total Caseload Informal Probation – 38 (27 last month)
Total Intake Screen Reports (juvenile police reports received) 137 (127 last month)

EXTENDED DAY PROGRAM

2 person unit

Total youth placed in program for month: 8
Total youth released from program for month: 10
Total youth in program beginning April: 10

COMMUNITY SERVICE PROGRAM

Total Caseload Juvenile – 77 (77 last month)

Total Hours Completed – 171.5 (\$1,329 Symbolic Restitution \$7.75)
March New Hours ordered – 220
Total new intakes – 6 (Delinquency, Traffic, Ordinance)

2009
**JUVENILE DETENTION CENTER
 MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Residential Burglary	1	0	0	0								
Strong Arm Robbery	1	0	0	0								
Theft to Motor Vehicle	0	2	0	0								
Unlawful Use of Weapons	2	0	0	0								
Residence fo Minors Detained												
Bloomington	15	6	11									
Normal	1	1	1									
Farmer City	2	0	0									
Leroy	1	2	1									
Lexington	0	0	0									
Average Daily Population	7	6.9	8.3									
Average Daily Population: YTD	7	7	7.4									
Number of Days in Detention	216	194	256									
Revenue:	0	0	0	0								

2009
 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								
11	0	0	0	0								
12	0	0	0	0								
13	1	1	1	0								
14	1	3	3	1								
15	1	1	1	1								
16	3	4	4	5								
17	0	0	0	0								
18	0	0	0	0								
Sex of Minors Detained												
Male	6	6	6	4								
Female	0	0	3	3								
Race of Minors Detained												
Caucasian	2	8	7									
African-American	3	1	0									
Hispanic	1	0	0									
Offenses of Which Minor was Detained												
Dispositional Detention	0	4	3									
Warrant	0	1	2									
Burglary	2	0	0									
Criminal Damage to Property	1	0	0									
Escape	0	0	1									
Home Confinement Violation	0	1	0									
IDJJ	0	1	0									
Possession of Explosive Device	1	0	0									
Probation Violation	1	1	0									
Residential Burglary	0	0	1									
Resisting Arrest	0	1	0									
Unlawful Use of Weapons	1	0	0									
Residence of Minors Detained												
Bureau	0	0	1									
DeWitt	1	0	0									

2009
 Juvenile Detention Center
 Out of County

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ford	0	0	0	1								
IDJJ	0	0	0	1								
Livingston	1	3	3	1								
Logan	1	3	3	2								
Macon	3	1	1	0								
Woodford	0	2	2	1								
Average Daily Population	2.4	3.4	2.9	2.9								
Average Daily Population: YTD	2.4	2.9	2.9									
Number of Days in Detention	75	96	91									
Revenue:	6690	7050	7250									



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, 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) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

April 27, 2009

TO: Mr. Tari Renner, Chairman Justice Committee
FROM: Sheriff Mike Emery
RE: May 5, 2009 Justice Committee Meeting

I would respectfully request that the following items be placed on the May 5, 2009, Justice Committee Agenda for Information only.

INFORMATION

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


Mike Emery
Sheriff

MCDF-Population Report
 First Quarter
 April
 2009

Date	Total Pop	IN House	Spec Needs		Str. Sent		Work Rel/Weekend		Other Fac			
			Female	Male	Female	Male	Female	Male	Female	Male		
1	217	195	26	191	7	11	9	46	4	23	0	8
2	230	208	29	201	7	12	8	49	4	23	0	8
3	221	199	27	194	6	12	8	45	4	23	0	8
4	233	218	27	206	5	20	8	47	5	23	0	6
5	231	218	27	204	5	18	8	48	5	23	0	6
6	230	212	25	205	4	18	7	47	5	22	0	6
7	233	215	27	206	7	14	6	52	6	22	0	6
8	230	214	26	204	6	17	6	53	6	21	0	6
9	227	212	27	200	4	14	5	52	6	21	0	3
10	231	216	25	206	3	16	4	54	6	20	0	3
11	244	234	29	215	8	22	4	54	6	21	0	3
12	236	227	25	211	6	18	5	52	6	21	0	3
13	236	218	27	209	7	15	6	51	6	22	0	3
14	239	223	29	213	9	15	6	50	6	19	0	3
15	220	203	24	196	6	10	5	49	6	19	0	3
16	226	211	26	200	7	18	7	46	6	20	0	3
17	232	215	31	201	10	15	7	45	6	20	0	3
18	235	227	29	206	6	15	8	47	6	20	0	3
19	238	231	30	208	10	17	6	47	6	19	0	3
20	230	214	31	199	11	15	5	43	6	19	0	3
21	224	209	27	197	7	11	6	45	6	18	0	3
22	225	208	27	198	7	14	6	43	6	18	0	3
23	218	203	28	190	10	8	6	18	6	18	0	3
24	225	209	27	198	7	18	6	41	5	17	0	3
25	235	228	34	201	10	20	6	43	6	17	0	3
26	237	231	32	205	9	22	6	40	6	17	0	3
27	231	214	32	199	10	16	6	38	6	17	0	3
28												
29												
30												
31												
Total	6214	5812	754	5463	194	421	170	1245	152	543	0	111
Average	230.15	215.26	27.93	202.33	7.19	15.59	6.30	46.11	5.63	20.11	0.00	4.11
Apr-09												

MCDF Average Population
Six Month Comparison
2008/2009

Month	November	December	January 2009	February	March	April	Average
Daily Total	279.57	247.35	248.39	245.43	241.23	230.15	248.69
In House	211.20	208.29	222.97	218.11	215.58	215.26	215.24
Female	26.83	23.23	30.00	30.21	28.45	27.93	27.78
Male	252.73	224.13	218.29	215.21	212.77	202.33	220.91
Special Needs-Females	6.30	6.55	5.87	4.68	7.00	7.19	6.27
Special Needs-Males	18.10	14.97	19.61	17.11	17.81	15.59	17.20
Straight Sent-Females	10.17	10.45	15.94	12.43	9.48	6.30	10.80
Straight Sent-Males	50.80	47.10	52.97	50.82	54.26	46.11	50.34
Weekender/Work	1.70	0.13	0.00	2.39	4.13	5.63	2.33
Release-Female							
Weekender/Work	41.17	28.52	22.74	26.57	25.74	20.11	27.48
Release-Male							
Other Facilities Female	0.17	0.00	0.00	2.36	0.00	0.00	0.42
Other Facilities Male	43.83	21.94	12.67	12.11	13.81	4.11	18.08

MCDF Average Population
Twelve Month Comparison
2008-2009

Month	May	June	July	August	Sept	October	November	December	Jan-09	February	March	April	Average
Daily Total	266.13	257.80	286.55	281.19	277.23	286.39	279.57	247.35	248.39	245.43	241.23	230.15	262.28
In House	206.35	208.47	216.19	214.55	214.80	216.61	211.20	208.29	222.97	218.11	215.58	215.26	214.03
Female	35.55	35.87	43.42	34.68	31.50	26.32	26.83	23.23	30.00	30.21	28.45	27.93	31.17
Male	230.61	221.93	243.13	246.52	245.03	260.06	252.73	224.13	218.29	215.21	212.77	202.33	231.06
Spec Needs Female	6.13	5.60	7.71	5.97	5.60	4.74	6.30	6.55	5.87	4.68	7.00	7.19	6.11
Spec Needs Male	16.23	15.63	18.00	18.06	19.57	22.00	18.10	14.97	19.61	17.11	17.81	15.59	17.72
Str Sent Female	7.61	6.87	7.23	8.10	9.17	8.65	10.17	10.45	15.94	12.43	9.48	6.30	9.37
Str Sent Male	42.10	33.10	37.58	40.29	42.10	50.55	50.80	47.10	52.97	50.82	54.26	46.11	45.65
Weekender Work Rel Female	5.13	6.20	6.35	5.16	1.90	1.81	1.70	0.13	0.00	2.39	4.13	5.63	3.38
Weekender Work Rel Male	34.42	33.00	34.10	36.10	34.23	37.74	41.17	28.52	22.74	26.57	25.74	20.11	31.20
Other Fac Female	5.65	4.27	8.13	3.52	1.03	1.00	0.17	0.00	0.00	2.36	0.00	0.00	2.18
Other Fac Male	31.77	25.70	38.32	40.58	43.10	44.26	43.83	21.94	12.67	12.11	13.81	18.08	28.85

**Office of the Coroner
McLean County
MAR 2009 REPORT**

	MAR 2009	MAR 2008	TYTD 2009	LYTD 2008
<i>Cases</i>	74	74	234	246
<i>Autopsies</i>	12	12	40	33
<i>Out/County Autopsies</i>	21	19	59	52
<i>Inquests</i>	1	0	1	4
<i>Coroner Rule</i>	5	4	16	14

MAR TOTAL DEPOSITS

<i>Copy Fees</i>	\$ 2,470.00
<i>Morgue Fee</i>	7,501.00
<i>Reim/Services</i>	630.00
<i>Paid to Facil. Mgt/Morgue Clean</i>	2,270.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 0
Medical/Sudden death – 6
Homicide – 0
Other (pending tox. & autopsy results and/or inquest ruling) – 9 (3 - no autopsy)

OPEN DEATH INVESTIGATIONS

Traffic Crash – 1 *Homicide* – 0
Medical/Sudden death – 8 *Other/Pending* - 16

McLean County State's Attorney's Office 2009 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2009 YTD 2008 YTD 2008 Total 2009 Projected

CRIMINAL

Felony	65	85	124	112									386	470	1,419	1,194
Misdemeanor	159	169	256	193									777	854	2,793	2,403
Asset Forfeiture	23	18	20	10									71	53	132	220
Mental Health	15	12	20	29									76	27	172	235
Family Totals	29	51	92	66									238	225	687	736
Family	15	33	64	35									147	132	429	455
Order of Protection	14	18	28	31									91	93	258	281
Juvenile Totals	9	11	23	33									76	107	309	235
Juvenile	1	0	0	0									1	1	3	3
Juvenile Abuse	5	6	18	22									51	66	151	158
Juvenile Delinquency	3	5	5	11									24	40	155	74
Traffic Totals	1,719	2,420	3,486	2,559									10,184	11,279	33,170	31,501
Traffic	1,646	2,344	3,374	2,483									9,847	10,951	32,289	30,459
DUI Traffic	73	76	112	76									337	328	881	1042

CHILD SUPPORT

Paternity cases filed	5	5	12	11									33	36	90	102
Paternity cases established	6	2	8	4									20	25	80	62
Paternities excluded	0	0	0	0									0	11	22	0
Support Orders entered	62	53	64	83									262	331	929	810
Modification proceedings filed	28	31	29	29									117	66	214	362
Modification proceedings adjudicated	19	20	29	27									95	82	177	294
Enforcement actions filed	59	0	82	60									201	237	610	622
Enforcement actions adjudicated	77	73	80	108									338	431	1,225	1,046
Hearings set before Hearing Officer	84	81	97	97									359	320	963	1,110
Orders prepared by Hearing Officer	84	81	97	97									359	310	938	1,110

2009 Projected = (2009 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

April 28, 2009

STATE'S ATTORNEY:

Beginning Balance 12/31/200:	\$	-10,713.39
(Reflects \$80,000 transfer to General Fund 12/31/02)		
(Reflects \$30,000 transfer to General Fund 12/31/03)		
Revenue		<u>8,332.05</u>
Total Funds Available	\$	-2,381.34
Expenditures		<u>2,729.54</u>
Fund Balance 04/28/09	\$	-5,110.88

SHERIFF:

Beginning Balance 12/31/2008	\$	39,183.42
Revenue		<u>3,609.94</u>
Total Funds Available	\$	42,793.36
Expenditures		<u>19,110.70</u>
Fund Balance 04/28/09	\$	23,682.66

TOTAL FUND BALANCE	April 28, 2009	\$	18,571.78
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