



JUSTICE COMMITTEE AGENDA
Law and Justice Center, Room 700
January 6, 2003

5:15 P.M.

1. Roll Call
2. Chairman's Approval of Minutes – December 9, 2002 and December 17, 2002
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Jane Engblom, Jury Commission
 - 1) Items to be presented for Information:
 - a) Annual Statistical Report
 - b) General Report
 - c) Other
 - B. Billie Larkin, Children's Advocacy Center
 - 1) Items to be presented for Information:
 - a) Monthly Statistics Report
 - b) General Report
 - c) Other
 - C. Beth C. Kimmerling, Coroner's Office
 - 1) Items to be presented for Information:
 - a) Staffing Appointment Letter
 - b) Monthly Report for November 2002
 - c) General Report
 - d) Other
 - D. Sandra Parker, Circuit Clerk's Office
 - 1) Items to be presented for Information:
 - a) Statistical Reports for the Month of November 2002
 - b) General Report
 - c) Other

- E. Bill Gamblin, E-911/ETSB
 - 1) Items to be presented for Information:
 - a) Monthly Statistics
 - b) Other

- F. Amy Davis, Public Defender
 - 1) Items to be presented for Information:
 - a) Monthly Caseload Report
 - b) Other

- G. Roxanne Castleman, Court Services
 - 1) Items to be presented for Information:
 - a) Monthly Statistics
 - b) Other

- H. Jim Wahls, E.S.D.A./Civil Defense
 - 1) Items to be presented for Action:
 - a) Request Approval of the McLean County Emergency Operation Plan
(Document will be provided at the meeting)
 - 2) Items to be presented for Information:
 - a) General Report
 - b) Other

- I. Sheriff David Owens, Sheriff's Department
 - 1) Items to be presented for Action:
 - a) Request Approval to bid for Equipment Compatible with the Clear Talk System for the Sheriff's Department
 - b) Request Approval of an Intergovernmental Agreement between the McLean County Sheriff's Department and the Illinois Law Enforcement Alarm System
 - c) Request Approval of a Contract for Inmate Chaplain Services for the McLean County Detention Facility
 - d) Request Approval to Award a Uniform Bid to Ray O'Herron Company, Danville, IL.
 - 2) Items to be presented for Information:
 - a) McLean County Detention Facility Population Report
 - b) General Report
 - c) Other

- J. Craig Nelson, Information Services
 - 1) Items to be presented for Information:
 - a) IJIS Powerpoint Presentation
 - b) Other

- K. William A. Yoder, State's Attorney's Office
- 1) Items to be presented for Action:
 - a) Executive Session:
Personnel/Employment Issues
 - 2) Items to be presented for Information:
 - a) Case Load Report
 - b) Asset Forfeiture Report
 - c) General Report
 - d) Other

- L. John M. Zeunik, County Administrator
- 1) Items to be presented for Information:
 - a) General Report
 - b) Other

5. Other Business and Communication

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

7. Adjournment

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Jury Commission of McLean County

Room 584, Law & Justice Center
P.O. Box 2400
Bloomington, Illinois 61702-2400

Telephone (309) 888-5241

Date: December 26, 2002

To: Honorable Members of the Justice Committee
of the McLean County Board

From: Jane Engblom
Jury Coordinator

Re: Annual report

I am submitting for your information the annual statistical report
of the Jury Commission.

I invite you to visit our department at any time.

I am available to answer any questions you may have.



Jury Commission of McLean County

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REPORT OF THE JURY COMMISSION

In 2002, there were 47 weeks of scheduled juror service which included additional felony trial schedule adopted in 2001. The Circuit Court, the State's Attorney and the Coroner of McLean county utilized jurors in 2002.

COMPARATIVE JUROR STATISTICS

YEAR	TOTAL JURORS SERVED	TOTAL DAYS SERVED	MILEAGE	TOTAL PAY
1998	4152	9,927	138,587	\$104,761.
1999	4089	7,323	115,342	90,531.
2000	3335	5,951	85,238	72,295.
2001	3676	8,159	111,704	116,032.
2002	4587	9,528	146,410	142,863

In 2002 jurors were seated for 120 trials. The increase in costs include the full impact of additional weeks of trials and the length of trials increasing. These statistics include any trials that were declared mistrials, settled, or otherwise disposed of after the jury was selected.

The Jury Commission and the Circuit Court are exploring ways to reduce juror expense to McLean County while increasing the efficiency of our system. We look at juror safety, security and service to citizens who are summoned.

The year 2002 includes an additional Judge assigned to hear jury trials and 12 additional weeks of civil trial calendar. A computer upgrade assisted in increasing our efficiency. With imaging of questionnaires, we will be compatible with IJIS when it is fully operational.

STATE OF ILLINOIS
COUNTY OF MCLEAN

JUROR PAYMENT SUMMARY REPORT

SUB-PANEL	APPEARANCE DATE	JURORS SUMMONED	JURORS SERVED	PER DIEM PAID	MILEAGE PAID	PARKING PAID	MISCELLANEOUS PAID	OTHER PAID	TOTAL PAID
JAA	Jan 07, 2002	185	126	\$1530.00	\$719.55	\$0.00	\$0.00	\$0.00	\$2249.55
JAZ	Jan 10, 2002	34	29	\$350.00	\$153.40	\$0.00	\$0.00	\$0.00	\$503.40
JAB	Jan 14, 2002	225	205	\$4990.00	\$2412.15	\$0.00	\$0.00	\$0.00	\$7402.15
JAC	Jan 22, 2002	185	65	\$910.00	\$599.95	\$0.00	\$0.00	\$0.00	\$1509.95
FBA	Feb 04, 2002	200	60	\$590.00	\$369.20	\$0.00	\$0.00	\$0.00	\$959.20
FBB	Feb 06, 2002	34	36	\$1290.00	\$416.65	\$0.00	\$0.00	\$0.00	\$1706.65
FBC	Feb 11, 2002	225	143	\$3540.00	\$1901.90	\$0.00	\$0.00	\$0.00	\$5441.90
FBD	Feb 19, 2002	100	32	\$450.00	\$218.40	\$0.00	\$0.00	\$0.00	\$668.40
FBE	Mar 04, 2002	185	90	\$1040.00	\$475.15	\$0.00	\$0.00	\$0.00	\$1515.15
FBF	Mar 11, 2002	225	150	\$2220.00	\$904.80	\$0.00	\$0.00	\$0.00	\$3124.80
FBG	Mar 14, 2002	32	22	\$480.00	\$158.60	\$0.00	\$0.00	\$0.00	\$638.60
FBI	Mar 18, 2002	185	64	\$770.00	\$386.10	\$0.00	\$0.00	\$0.00	\$1156.10
FBI	Apr 03, 2002	34	21	\$630.00	\$392.60	\$0.00	\$0.00	\$0.00	\$1022.60
FBI	Apr 08, 2002	225	137	\$3560.00	\$1931.80	\$0.00	\$0.00	\$0.00	\$5491.80
FBI	Apr 15, 2002	190	134	\$1740.00	\$865.15	\$0.00	\$0.00	\$0.00	\$2605.15
FBI	May 06, 2002	200	68	\$1330.00	\$496.60	\$0.00	\$0.00	\$0.00	\$1826.60
FBI	May 09, 2002	36	25	\$580.00	\$288.60	\$0.00	\$0.00	\$0.00	\$868.60
FBI	May 13, 2002	250	172	\$2180.00	\$942.50	\$0.00	\$0.00	\$0.00	\$3122.50
FBI	Jun 05, 2002	34	36	\$1260.00	\$468.65	\$0.00	\$0.00	\$0.00	\$1728.65
FBI	Jun 10, 2002	200	67	\$930.00	\$404.95	\$0.00	\$0.00	\$0.00	\$1334.95
FBI	Jun 17, 2002	225	138	\$2150.00	\$976.30	\$0.00	\$0.00	\$0.00	\$3126.30
FBI	Jun 24, 2002	185	38	\$510.00	\$255.45	\$0.00	\$0.00	\$0.00	\$765.45
FBI	Jul 11, 2002	38	31	\$610.00	\$322.40	\$0.00	\$0.00	\$0.00	\$932.40
FBI	Jul 15, 2002	225	151	\$5990.00	\$3065.40	\$0.00	\$0.00	\$0.00	\$9055.40
FBI	Jul 22, 2002	200	140	\$1840.00	\$910.00	\$0.00	\$0.00	\$0.00	\$2750.00
FBI	Aug 07, 2002	34	17	\$1230.00	\$1019.20	\$0.00	\$0.00	\$0.00	\$2249.20
FBI	Aug 12, 2002	250	157	\$3820.00	\$1853.15	\$0.00	\$0.00	\$0.00	\$5673.15
FBI	Aug 19, 2002	200	120	\$2180.00	\$1253.85	\$0.00	\$0.00	\$0.00	\$3433.85
FBI	Sep 09, 2002	200	131	\$2700.00	\$1284.40	\$0.00	\$0.00	\$0.00	\$3984.40
FBI	Sep 12, 2002	36	24	\$480.00	\$225.55	\$0.00	\$0.00	\$0.00	\$705.55
FBI	Sep 16, 2002	230	257	\$6770.00	\$3337.75	\$0.00	\$0.00	\$0.00	\$10107.75
FBI	Sep 23, 2002	200	98	\$1350.00	\$694.20	\$0.00	\$0.00	\$0.00	\$2044.20
FBI	Oct 02, 2002	34	41	\$1470.00	\$578.50	\$0.00	\$0.00	\$0.00	\$2048.50
FBI	Oct 07, 2002	200	136	\$2550.00	\$1371.50	\$0.00	\$0.00	\$0.00	\$3921.50
FBI	Oct 15, 2002	230	156	\$3590.00	\$1909.70	\$0.00	\$0.00	\$0.00	\$5499.70
FBI	Oct 28, 2002	200	99	\$1640.00	\$904.15	\$0.00	\$0.00	\$0.00	\$2544.15
FBI	Nov 04, 2002	200	117	\$1470.00	\$854.75	\$0.00	\$0.00	\$0.00	\$2324.75

STATE OF ILLINOIS
COUNTY OF MCLEAN

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NVB Petit	Nov 12, 2002	250	183	\$2710.00	\$1275.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3985.95	
NVZ Coroner	Nov 14, 2002	34	27	\$340.00	\$137.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$477.15	
DCA Petit	Dec 02, 2002	225	441	\$5640.00	\$3061.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8701.50	
DCG Grand	Dec 04, 2002	34	66	\$1470.00	\$744.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2214.90	
DCB Petit	Dec 09, 2002	250	712	\$14400.00	\$7040.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21440.80	

STATE OF ILLINOIS
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JUROR PAYMENT SUMMARY REPORT

SUB-PANEL	APPEARANCE DATE	JURORS SUMMONED	JURORS SERVED	PER DIEM PAID	MILEAGE PAID	PARKING PAID	MISCELLANEOUS PAID	OTHER PAID	TOTAL PAID
TOTAL		6664	4962	\$95280.00	\$47583.24	\$0.00	\$0.00	\$0.00	\$142863.25
TOTAL Petit		6250	4587	\$85090.00	\$42677.05	\$0.00	\$0.00	\$0.00	\$127767.05
AVERAGE COST PER JUROR - Petit				\$27.85					
TOTAL Grand		204	217	\$7350.00	\$3620.50	\$0.00	\$0.00	\$0.00	\$10970.50
AVERAGE COST PER JUROR - Grand				\$50.56					
TOTAL Coroner		210	158	\$2840.00	\$1285.70	\$0.00	\$0.00	\$0.00	\$4125.70
AVERAGE COST PER JUROR - Coroner				\$26.11					

Comparative Jury Trial Statistics

Month:	2002	2001	2000	1999	1998
Jan:	10	11	3	7	10
Feb:	9	8	6	10	11
Mar:	8	18	9	9	11
Apr:	10	6	7	5	13
May:	9	12	7	9	9
June:	8	9	10	11	9
July:	10	15	8	6	13
Aug:	12	9	6	12	9
Sept:	11	11	9	16	9
Oct:	13	11	2	6	10
Nov:	10	2	4	8	7
Dec:	10	11	6	8	5
Totals:	120	123	77	107	117

CASA Statistics
Month of November 2002

	Current Month	YTD
New Cases Assigned	8	39
Cases Awaiting Assignment	8	N/A
Cases Closed	8	15
Children Awaiting Assignment	13	N/A
Children Currently Served	16	176
Total Number of CASA's Assigned	8	103
Resigned CASA's	*8	29
Reports Filed	15	175
Court Hearings Attended	30	217

Updates:


The 18th Court Appointed Special Advocate (CASA) class graduated on November 7th, 2002. There were 17 graduates in the class, each presented with a Certificate and a "Speak Up for a Child Pin", by Circuit Judges Ronald Dozier and Scott Drasweski. Following the Swearing-In Ceremony, we had a reception for the graduates and their families at the Children's Advocacy Center/CASA office.

We have actively been reading the new cases assigned by Judge Dozier, to match them with a new volunteer. We assigned 8 cases this month, serving an additional 16 abused and neglected children in McLean County. In addition to the graduation, swearing-in ceremony, reading and assigning new cases, we attended 30 court hearings this month!

As the year comes to a close we are planning the next CASA class for the spring of 2003. We are also planning In-services for the coming year to provide additional education for our volunteers. We will be seeking guest speakers from social service agencies in the area, to promote collaboration with our CASA volunteers.

* The number of resigned CASA's is high, due to 8 cases closing. These cases successfully closed with the children being reunited with their families. This is a very positive thing, as these families worked hard to have their children returned to them.

*McLean County Children's Advocacy Center Monthly Statistics
November 2002*

	2001 1ST INTERVIEW MONTH/YTD STATS	1ST. INTERVIEW 2002	JUV. SUSPECT INTERVIEW 2002	SIB./WITNESS INTERVIEW 2002	2ND INTERVIEW 2002	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	19/19	12/12	2	2	0	2	18	18
FEBRUARY	13/32	13/25	2	6	0	2	23	41
MARCH	14/46	13/38	0	2	1	0	16	57
APRIL	5/51	13/51	3	3	0	0	19	76
MAY	10/61	16/67	0	5	1	4	26	102
JUNE	13/74	16/83	0	9	1	1	27	129
JULY	16/90	14/97	0	6	0	1	21	150
AUGUST	12/102	10/107	3	4	1	1	19	169
SEPTEMBER	12/114	14/121	1	3	0	0	18	187
OCTOBER	17/131	13/134	2	1	0	0	16	203
NOVEMBER	7/138	11/145	0	2	0	4	17	220
DECEMBER	5/143							
YEAR TO DATE TOTALS	143	145	13	43	4	15	220	220



BETH C. KIMMERLING
CORONER
Office (309) 888-5210
FAX (309) 888-5090
104 W. Front

P.O. Box 2400

Bloomington, Illinois 61702-2400

INTERDEPARTMENTAL MEMO

TO: Tari Renner, Chairman
Justice Committee *TR*

FROM: Beth Kimmerling
Coroner

DATE: December 19, 2002

RE: Coroner's Office Staffing

Attached please find a copy of the resignation letter from Chief Deputy Coroner Tony Becker. As you may know, Tony was a former Bloomington Police Officer and was considered an expert in the field of accident reconstruction. With his formal law enforcement training, he was able to assist me with the training, as well as the restructuring and development of organizational policies and goals, that were required to promote and maintain the office's position as a law enforcement agency and lead death investigative agency in McLean County. We wish Tony well in his new endeavor as the Manager of Training and Field Services at the Illinois Law Enforcement Training and Standards Board in Springfield.

County Administrator John Zeunik and I met on the afternoon of December 9th to discuss my staffing options. Since that time, I have decided to name Deputy Coroner Barbara Nafziger as Acting Chief Deputy Coroner, and in my absence, Ms. Nafziger will be responsible for the operations of the office.

If you have any questions concerning this personnel change, please let me know.

Thank you.

Tony L. Becker
1621 Gregory Street
Normal, IL 61761

December 02, 2002

Beth Carlson-Kimmerling
Coroner, McLean County
104 W. Front Street
Bloomington, IL 61702

Dear Beth:

I have decided to tender my resignation as Chief Deputy. My last day will be December 13th, 2002. I will however continue on in a part-time position during the transition.

I have made this decision to end my career at the coroner's office to pursue a new opportunity with the Illinois Law Enforcement Training and Standards Board. It has been a great honor working for the citizens of McLean County as a member of the Coroner's Office.

Sincerely,


T.L. Becker
Chief Deputy

Attached: Property Inventory

**Office of the Coroner
McLean County
NOVEMBER REPORT**

	NOV 2002	NOV 2001	TYTD 2002	LYTD 2001
<i>Cases</i>	59	66	688	722
<i>Autopsies</i>	5	9	98	94
<i>Out/County Autopsies</i>	16	18	125	132
<i>Inquests</i>	3	4	65	47

	BUDGET	ACTUAL
<i>Copy Fees</i>	\$6,000.00	\$5915.00
<i>Morgue Fees</i>	\$7300.00	\$26,807.00
<i>Reim/Services</i>	\$500.00	\$329.00
<i>Paid to Facilities Mgt.</i>	\$0	\$4214

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 1

Medical/Sudden death – 2

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 2

OPEN DEATH INVESTIGATIONS

Traffic Crash – 1

Homicide - 2

Medical/Sudden death – 6

Other/Pending - 4

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF NOVEMBER 2002
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2002	END PENDING 2001
Adoption	29	AD	3	0	7	25	26
Arbitration	509	AR	79	14	86	516	403
Chancery	163	CH	16	0	19	160	387
Dissolution of Marriage	542	D	56	1	53	546	538
Eminent Domain	5	ED	0	0	1	4	11
Family	152	F	14	0	15	151	167
Law => \$0,000 - Jury	271	L	9	0	11	269	287
Law => \$0,000 - Non-Jury	125	L	6	0	5	126	129
Law = < \$0,000 - Jury	23	LM	0	0	2	21	20
Law = < \$0,000 - Non-Jury	244	LM	74	4	68	254	219
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	2	MH	5	0	3	4	7
Miscellaneous Remedy	129	MR	13	0	12	130	169
Order of Protection	20	OP	11	0	22	9	16
Probate	1,089	P	19	0	7	1,101	1,035
Small Claim	683	SC	218	33	70	864	700
Tax	12	TX	0	0	0	12	11
TOTAL CIVIL	3,998		523	52	381	4,192	4,125

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF NOVEMBER 2002
 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 2002	END PENDING 2001
CONTEMPT OF COURT	2	C.C.	1	1	0	2	1	2
CRIMINAL FELONY	910	CF	123	123	2	119	916	908
CRIMINAL MISDEMEANOR	1,138	CM	184	184	0	182	1,140	1,363
TOTAL CRIMINAL	2,050		308	308	2	303	2,057	2,273

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF NOVEMBER 2002
 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 2002	END PENDING 2001
JUVENILE	54	J	0	0	0	1	53	59
JUVENILE ABUSE & NEGLECT	193	JA	4	9	0	7	190	207
JUVENILE DELINQUENT	141	JD	3	3	4	20	128	124
TOTAL JUVENILE	388		7	12	4	28	371	390

REPORT D
ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
DURING THE MONTH OF NOVEMBER 2002
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2002	END PENDING 2001
CONSERVATION VIOLATION	36	CV	11	0	10	37	79
DRIVING UNDER THE INFLUENCE	405	DT	68	0	56	417	429
ORDINANCE VIOLATION	880	OV	175	0	184	871	821
TRAFFIC VIOLATION	15,955	TR	2,663	48	2,820	15,846	15,690
TOTALS:	17,276		2,917	48	3,070	17,171	17,019

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
DURING THE MONTH OF NOVEMBER 2002
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				
16	0	29	0	0	0	0	1	71	1	1	119	
17												

(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 F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
THROUGH THE MONTH OF NOVEMBER 2002
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	30	0	31	0	0	2	0	78	0	1	142			
FEB	11	0	26	0	0	0	1	75	2	2	117			
MAR	20	0	25	1	1	1	3	67	1	0	119			
APR	27	0	27	0	0	1	1	73	2	1	132			
MAY	22	0	29	0	0	0	0	63	3	2	119			
JUNE	25	0	28	0	0	1	3	97	2	2	158			
JULY	13	0	23	0	1	1	0	48	2	6	94			
AUG	25	0	18	0	0	4	2	105	4	3	161			
SEPT	22	0	21	0	0	2	3	79	3	0	130			
OCT	31	0	27	0	0	1	3	103	0	2	167			
NOV	16	0	29	0	0	0	1	71	1	1	119			
DEC														
TOTAL	242	0	284	1	2	13	17	859	20	20	1458			

(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 NOVEMBER 2002
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: 73
(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	1	1	6	8	11	27
4. PROBATION	0	0	3	5	8	30	46
5. OTHER	0	0	0	0	0	0	0
TOTALS:	0	1	4	11	16	41	73

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF NOVEMBER 2002
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	0	0
FAMILY (OP)	7	2	4
CRIMINAL	2	1	3
TOTAL:	10	3	7



EMERGENCY TELEPHONE SYSTEM BOARD

2411 E. Empire St.
Bloomington, IL 61704-8200

Ph. (309) 663-9911
Fax (309) 664-7917

Board Memo

Date: 12/20/2002
To: Honorable Chairman Renner and Honorable Members of the Justice Committee
Cc: File
From: W.H. Gamblin, E9-1-1 Administrator
RE: November Statistics

Please find the statistics for the Month of November 2002.

Respectfully submitted,


William H. Gamblin, ENP

WHG/whg

Attachments

McLean County

12/20/2002

ERROR REPORT (MONTHLY)
COMMUNITY

COMMUNITY	RESIDENTIAL	BUSINESS	TOTAL ERRORS	DATA	#CORRECTED	ERROR TYPE
ANCHOR	0	0	0	1		
ARROWSMITH	0	1	1	1	1	*1-COMM
BELLFLOWER	0	0	0	2		
BLOOMINGTON	24	66	90	41		
CARLOCK	1	0	1	3		
CHENOA	1	1	2	4		
COLFAX	1	0	1			
COOKSVILLE	0	0	0			
CROPSY	0	0	0	2		
DANVERS	4	1	5			
DOWN	2	1	3	3		
EL PASO	0	0	0	1		
ELLSWORTH	0	2	2	2		
GRIDLEY	0	0	0			
HEYWORTH	2	3	5	1	2	*2-N911
HUDSON	7	1	8	1	1	*1-N911
LERoy	7	2	9	5		
LEXINGTON	5	1	6	5		
MANSFIELD	0	0	0	1		
MCLEAN	14	3	17		2	*1-MSAG; *1-WC
MINIER	0	0	0			
NORMAL	3	14	17	5	6	*5-N911; *1-MSAG
SAYBROOK	7	41	48	4		
SHIRLEY	0	2	2	1		
STANFORD	1	1	2		1	*1-NSN
TOWANDA	0	0	0	1		
OTHER	5	0	5		3	*2-WC; *1-N911
TOTAL ERRORS	84	140	224	84	16	

ERRORS AS OF OCTOBER 31, 2002 208
 NEW ERRORS FOR NOVEMBER 16
 ERRORS CORRECTED IN NOVEMBER 16
 ERRORS AS OF NOVEMBER 30, 2002 208
 DATA LINES 84
 ILLINOIS STATE UNIVERSITY 69

*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

NOVEMBER, 2002

ERROR
NO ALI

NUMBER CORRECTED	TESTED	COMPLETE	
31	17	1	2

NO ANI

NUMBER CORRECTED	TESTED	COMPLETE	
4	4	0	4

INCORRECT ADDRESS

NUMBER CORRECTED	TESTED	COMPLETE	
13	9		

MSAG-STREET RANGE/COMMUNITY

NUMBER CORRECTED	TESTED	COMPLETE	
12	12		12

ASSIGNED ADDRESSES-UNINCORPORATED
NEW ROADS (NEW MSAG LISTING)

22*
6

TOTAL ERRORS
TOTAL ERRORS CLEARED

60
18

*18 OF THE NEW ADDRESSES ARE FOR CELLULAR TOWERS

Board Memo

Date: 12/4/2002

To: Honorable Chairman Powell and , Honorable Members of the ETSB

Cc: File

From: W.H. Gamblin, E9-1-1 Admin.

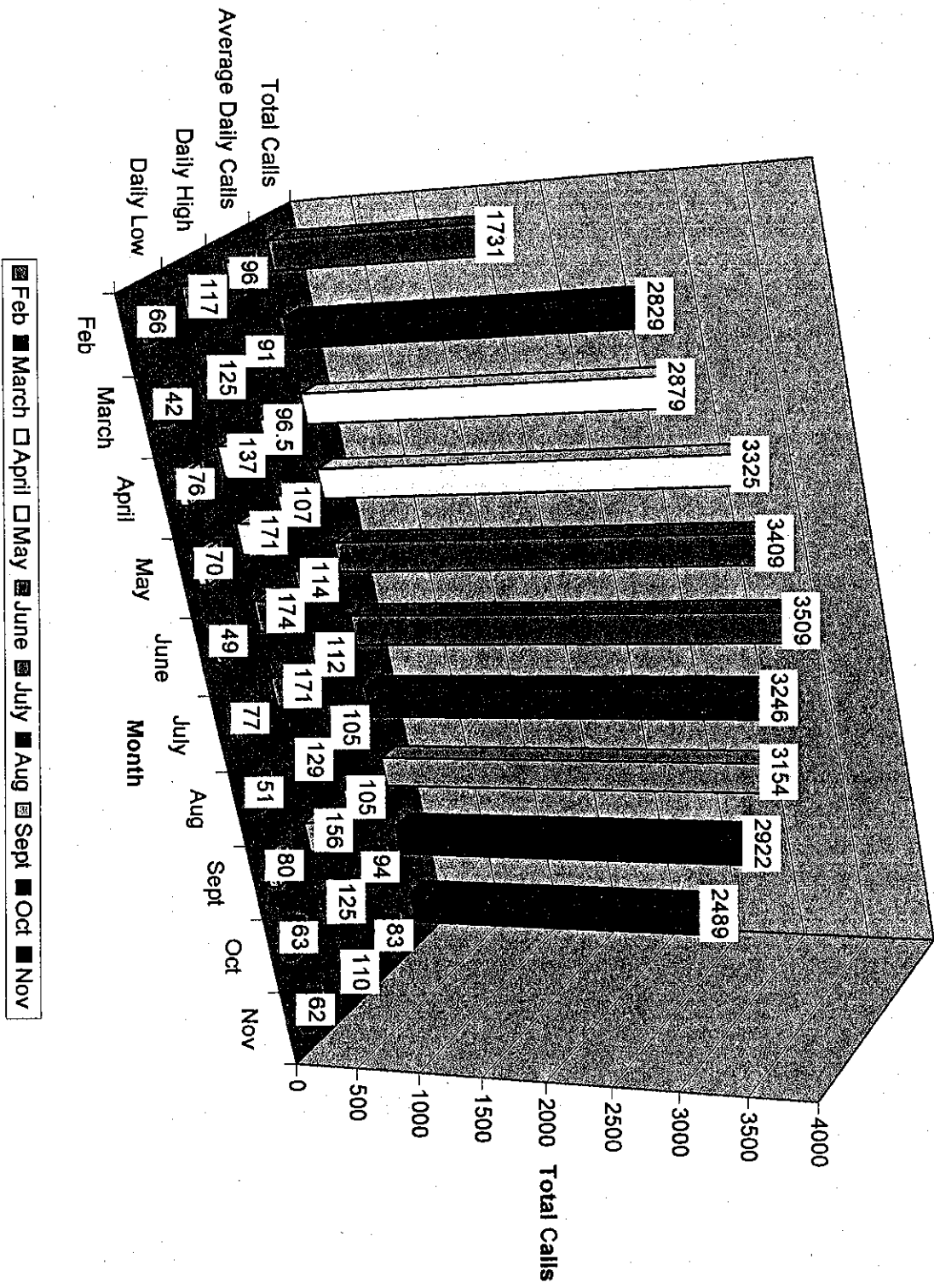
RE: November 9-1-1 Calls

Please find attached the 9-1-1 calls for November, 2002

WHG/whg

Attachments

November 9-1-1 Calls



January 6, 2003

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

Re: Monthly Caseload - MONTH ENDING November 30, 2002.

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 been earlier reported.

CASE TYPES	MONTHLY TOTALS 2001	MONTHLY TOTALS 2002	YTD TOTALS 2001	YTD TOTALS 2002	% CHANGE YTD
FELONIES	78	82	1,121	1,029	<8%>
MISDEMEANORS	80	103	1,197	1,118	<7%>
DUI	21	24	252	280	10%
TRAFFIC	78	67	841	799	<5%>
JUVENILE	17	9	201	297	32%
OTHER	0	0	2	3	
TOTAL	274	285	3,614	3,526	<2%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING NOVEMBER 2002.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	JOHN WRIGHT-C	81	6	0
J	ARTHUR FELDMAN	127	1	3
F	LEE ANN HILL-C	82	8	0
F	JAMES TUSEK	132	7	2
M	BRIAN MCELLOWNEY	469	49	0
F	BRIAN MCELLOWNEY	136	15	2
F	TRACY SMITH	136	9	7
J	JON MCPHEE	75	2	0
DUI	ROBERT KEIR	280	24	3
F	ROBERT KEIR	11	1	3
TR	ANTHONY ORTEGA	779	67	2
F	ANTHONY ORTEGA	15	4	0
F	RON LEWIS	137	10	9
M	CARLA BARNES	647	54	0
F	CARLA BARNES	10	1	9
F	TONY TOMKIEWICZ-C	80	7	0
F	KIM CAMPBELL	131	9	0
J	KELLY CAVANAUGH	73	5	0
J	ALAN NOVICK-C	17	1	0
PRIV	PRIVATE COUNSEL	505	43	N/A
W/D	WITHDRAWN	37	1	N/A

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

C= Contract Attorney (7-8 Cases per Month)
 DUI= DUI
 TR= Traffic
 M= Misdemeanor

DATE: January 6, 2003
TO: Justice Committee
FROM: Amy Johnson Davis
RE: Monthly Report

NOVEMBER 2002 DISPOSITION

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	32	42	42
PLEA / LESSER	34	0	0
BENCH TRIAL / WIN	0	1	0
BENCH TRIAL / LOSS	0	2	0
JURY TRIAL / WIN	1	0	0
JURY TRIAL / LOSS	1	0	0
DISMISSED / UPFRONT	2	3	0
DISMISSED / TRIAL	5	26	0
KNOCKDOWN	7	N/A	N/A
DISMISSED PER PLEA	2	0	0
PRIVATE COUNSEL	29	12	2
PLEA / BLIND	9	2	4
REFILED AS FELONY	N/A	0	5
WITHDRAWN	0	1	0
DIRECTED VERDICT	0	1	0
P.D. DENIED	5	3	0

November 2002

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 Officer Supervision Unit - 3 Officer PSI Unit

Total Caseload – 1055 (1058 last month)

Average caseload per officer 151 (60 AOIC recommendation)

Presentence Reports Completed – 25 (31 last month)

* Total Workload Hours Needed – 1817.25 (2059.50 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 1.15 adult officers are needed.** (2.73 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 115 (113 last month)

Average caseload per officer 29 (35 AOIC recommendation)

Social History Reports Completed – 14 (8 last month)

* Total Workload Hours Needed – 519.00 (442.00 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 -.54 juvenile officers are needed.** (-1.06 last month)

EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 29

November 2002

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

3 person unit with a maximum caseload of 40

Total Caseload – 38 (33 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 10 (10 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 82 (84 last month)

JUVENILE INTAKE

2 person unit

Total Informal Conferences - 24 (28 last month)

Total Caseload Informal Probation – 12 (13 last month)

Total Intake Screen Reports – 28 (78 last month)

COMMUNITY SERVICE PROGRAM

1 person unit

Total Caseload Adult - 516 (509 last month)

Total Caseload Juvenile - 31 (31 last month)

Total Hours Completed Adult – 2828.00 (\$14,847.00 Symbolic Restitution)

Total Hours Completed Juvenile – 165.00 (\$ 866.25 Symbolic Restitution)

Total Worksites Used – 32 (31 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload - 83 (91 last month)

Total Court Supervision/Conditional Discharge Caseload – 353 (356 last month)

JUVENILE DETENTION CENTER 2002

Out of County	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ages of Minors Detained												
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	0	0	1	0	1	0	0	1	1	1	0	0
13	1	0	0	0	0	0	0	2	2	0	1	0
14	4	4	6	3	4	0	1	1	2	4	5	5
15	10	6	6	7	7	6	2	6	4	10	9	9
16	4	12	8	5	9	4	4	6	6	13	7	7
Sex of Minors Detained												
Male	11	13	18	9	15	7	7	12	12	17	18	18
Female	8	9	3	6	6	3	1	4	3	11	4	4
Race of Minors Detained												
Caucasian	19	21	21	13	20	9	7	15	14	25	20	20
African-American	0	0	0	1	0	1	1	1	1	1	2	2
Hispanic	0	1	0	1	1	0	0	0	0	2	0	0
Offenses of Which Minor was Detained												
Dispositional Detention	12	18	19	11	14	5	2	9	6	15	14	14
Warrant	2	2	0	1	4	2	5	2	4	3	2	2
Aggravated Assault	0	0	0	0	0	0	0	0	0	1	0	0
Aggravated Battery	1	0	0	0	0	0	0	0	0	1	0	0
Attempted Armed Robbery	0	0	0	0	0	0	0	0	0	0	1	1
Battery	0	0	0	0	0	0	0	0	1	0	0	0
Burglary	1	0	0	1	0	0	0	0	1	0	0	0
Court Ordered	0	0	0	1	0	0	0	0	0	1	0	0
Criminal Damage to Property	0	0	0	0	1	0	0	0	0	0	0	0
Criminal Sexual Assault	0	0	0	0	0	0	0	1	0	0	0	0
Criminal Trespass to Residence	0	0	0	0	0	0	0	1	0	0	0	0
Criminal Trespass/State Supp. Property	0	0	0	0	0	0	0	0	0	1	0	0
DOC Commitment	2	0	1	0	1	0	0	1	2	2	1	1
DOC Warrant	0	0	0	0	0	1	0	0	0	1	1	1
Domestic Battery	0	0	1	1	0	0	0	1	0	1	0	0
Home Invasion	0	0	0	0	0	0	0	0	0	1	0	0

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Motor Vehicle Theft	1	0	0	0	0	0	0	1	0	0	0	0
Obstructing Justice	0	1	0	0	0	0	0	0	0	0	0	0
Possession of Cannabis	0	0	0	0	0	1	0	0	0	0	0	0
Probation Violation	0	1	0	0	0	1	1	0	0	1	1	1
Residential Burglary	0	0	0	0	0	0	0	0	0	0	0	2
Retail Theft	0	0	0	0	1	0	0	0	0	0	0	0
Theft Over \$300	0	0	0	0	0	0	0	0	1	0	0	0
Residence of Minors Detained												
Adams	1	1	0	0	0	0	0	0	0	0	0	0
Bureau	0	0	0	0	0	0	0	0	0	0	1	0
DeWitt	2	1	2	1	1	1	0	1	2	0	2	2
DOC	0	0	0	0	0	2	0	0	0	1	1	1
DuPage	0	0	0	0	0	0	0	0	0	0	0	1
Ford	1	0	0	0	0	0	0	0	0	0	0	0
Fulton	1	0	0	0	0	0	0	0	0	0	0	0
Jasper	0	0	0	0	0	0	0	1	0	1	0	0
Livingston	1	2	3	1	2	3	2	5	4	4	3	6
Logan	7	14	13	11	11	1	0	2	7	13	7	7
Macon	0	0	0	0	0	0	1	0	0	0	0	0
Mason	0	0	0	0	2	0	0	2	1	4	1	1
Menard	2	0	1	1	1	0	0	1	0	1	0	0
Moultrie	0	0	0	0	0	0	1	0	1	0	0	0
Ogle	1	0	0	0	0	0	0	0	0	0	0	0
Peoria	0	0	0	1	0	0	0	0	0	0	0	0
Rock Island	1	0	0	0	2	2	1	0	0	3	1	1
Tazewell	2	1	1	0	1	1	0	0	0	0	0	1
Winnebago	0	0	0	0	0	0	0	0	0	1	0	0
Woodford	0	3	1	0	1	0	3	4	0	0	2	2

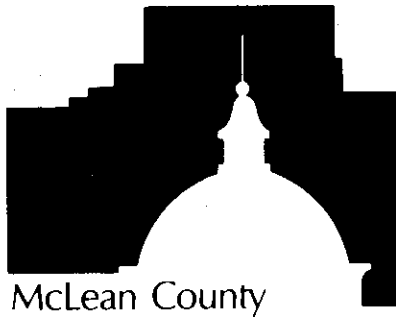
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Daily Population	4.1	6.8	5.9	4.5	4.7	5.6	3.6	5.1	9.4	6.7	6.5	
Adjusted Average Daily Population	3.6	6.5	5.7	4.5	4.8	5.6	3.8	4.6	9.5	6.5	6.1	
Average Daily Population:YTD	4.1	5.5	5.6	5.3	5.2	5.3	5	5	5.5	5.6	5.7	
Adjusted Daily Population:YTD	3.6	5.1	5.3	5.1	5	5.1	4.9	4.9	5.4	5.5	5.6	
Number of Days in Detention	127	190	183	136	146	168	112	159	281	209	196	
Revenue:	10270	17450	16945	13300	12530	15550	10130	16045	26750	19220	18745	

JUVENILE DETENTION CENTER 2002

McLean County	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ages of Minors Detained												
10	0	0	1	0	0	0	0	0	0	2	1	1
11	0	0	0	0	0	0	0	0	1	0	0	0
12	1	0	3	0	1	0	1	1	0	3	2	2
13	0	2	2	2	2	2	0	1	0	2	2	2
14	1	2	4	3	2	3	4	1	4	7	6	6
15	6	5	9	5	4	5	2	5	4	5	2	2
16	3	11	16	11	7	8	12	20	13	7	10	10
Sex of Minors Detained												
Male	9	15	25	14	12	12	7	20	15	19	18	18
Female	2	5	10	7	4	6	12	8	7	7	5	5
Race of Minors Detained												
Caucasian	8	11	19	16	8	8	11	15	15	12	10	10
African-American	3	9	16	5	8	9	8	13	6	13	12	12
Hispanic	0	0	0	0	0	0	0	0	1	1	1	1
Asian Pacific	0	0	0	0	0	1	0	0	0	0	0	0
Offenses of Which Minor was Detained												
Dispositional Detention	6	7	14	4	6	9	6	1	2	2	9	9
Warrant	1	2	5	4	2	3	2	6	2	7	3	3
Aggravated Assault	0	0	0	0	0	0	0	1	0	0	1	1
Aggravated Assault With a Knife	0	1	0	0	0	0	0	0	0	0	0	0
Aggravated Battery	0	1	1	2	0	0	1	0	4	2	1	1
Aggravated Battery W/Use of Firearm	0	0	0	0	0	0	0	1	0	0	0	0
Aggravated Criminal Sexual Assault	0	0	1	0	0	0	0	0	0	0	0	0
Armed Robbery	0	0	1	0	1	0	0	1	0	0	0	0
Armed Violence	0	0	1	0	0	0	0	1	0	0	0	0
Attempted Arson	0	0	1	0	0	0	0	0	0	1	0	0
Attempted Murder	0	1	0	0	0	0	0	0	0	0	1	1
Battery	0	0	0	0	0	0	0	0	1	0	0	0
Burglary	0	0	1	0	0	0	0	3	2	1	1	1
Burglary to Motor Vehicle	0	2	0	0	0	0	0	0	0	0	0	0

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Court Ordered	0	0	0	0	0	0	0	0	0	0	0	1
Criminal Damage to Property	0	0	0	0	0	0	0	1	1	0	0	0
Criminal Sexual Abuse	0	0	0	0	0	0	0	0	1	1	0	0
Criminal Sexual Assault	0	0	1	0	0	0	0	0	0	0	0	0
Delivery of Cannabis	0	0	0	0	1	0	0	0	0	1	0	0
Domestic Battery	0	0	0	3	0	2	0	0	2	2	0	0
DOC Commitment	0	2	1	1	0	0	1	0	1	0	0	1
DOC Hold	0	0	0	0	1	0	0	0	0	0	0	0
DOC Warrant	0	0	0	0	0	0	2	0	0	0	0	0
Home Confinement Investigation	0	0	0	0	0	0	0	1	0	0	0	0
Possession of Cannabis/School Property	0	0	1	0	0	0	0	0	0	0	0	0
Poss of Cannabis & Paraphernalia/School	0	0	0	1	0	0	0	0	0	0	0	0
Possession of Cannabis Under 2.5 grams	0	0	0	0	0	0	0	0	1	0	0	0
Possession of Controlled Substance	0	0	0	1	0	0	0	0	1	0	0	0
Possession of Con Sub w/Intent to Deliver	0	0	0	1	0	1	0	0	0	0	0	0
Possession of Stolen Property Under \$300	0	0	0	0	0	0	0	1	0	0	0	0
Probation Violation	0	0	0	0	0	0	0	0	0	0	0	0
Request for Apprehension	3	2	4	4	2	3	6	8	4	6	5	5
Residential Burglary	0	1	1	0	2	0	0	3	0	1	0	0
Retail Theft	0	0	2	0	0	0	0	0	0	1	0	0
Theft Of Motor Vehicle	0	0	0	0	0	0	0	0	1	0	0	0
Unlawful Use of Weapons	1	1	0	0	1	0	0	0	0	0	0	0
Residence of Minors Detained												
Bloomington	10	14	24	15	15	9	12	15	16	19	16	
Normal	1	2	9	4	1	6	6	6	5	4	4	
Colfax	0	0	0	0	0	0	0	1	0	0	0	
Chicago	0	2	0	0	0	0	0	1	0	0	0	
Clinton	0	0	0	0	0	0	0	0	0	1	0	
Danvers	0	0	0	0	0	0	0	2	0	0	0	
Downs	0	1	0	0	0	0	0	2	1	1	1	
ElPaso	0	0	0	0	0	1	0	0	0	0	0	
LeRoy	0	1	0	0	0	0	0	0	0	0	0	
Lexington	0	0	0	1	0	1	0	0	0	1	0	
Peoria	0	0	0	0	0	1	0	1	0	0	0	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Portiac	0	0	0	1	0	0	1	0	0	0	0	0
Springfield	0	0	1	0	0	0	0	0	0	0	0	0
Standford	0	0	1	0	0	0	0	0	0	0	0	0
Texas	0	0	0	0	0	0	0	0	0	0	0	2
Average Daily Population	7.8	10.6	14.6	14	10.3	12	9.5	12.7	12.8	12.5	13.2	
Average Daily Population:YTD	7.8	9.2	11	11.8	11.5	11.6	11.3	11.4	11.6	11.7	11.8	
Number of Days in Detention	241	296	452	420	320	361	293	396	383	386	397	
Revenue:	1013.4	180	915	7.5	207.5	107.5	7.5	100	7.5	107.5	107.5	



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, 2002

TO: Tari Renner, Chairperson
Justice Committee
FROM: Sheriff Dave Owens
SUBJ: JANUARY 6TH, 2003 JUSTICE COMMITTEE

Dear Chairperson Renner:

I would respectfully request that the following four (4) items be placed on the January 6th, 2003 Justice Committee Agenda for action and one (1) item for information only.

Action

- 1) **Radio system:** As you are well aware, the McLean County Sheriff's Office has experienced major problems with the E.F. Johnson Radio system, which most emergency service agencies have been using since Metcom was created. The Normal Police Department and Bloomington Police Department finally went back to their old 400 MHz radio system. Since that time, we have been doing some extensive research and testing to find a system suitable for our needs. After careful consideration, we have decided that the Clear Talk System is best suited for our needs and we would respectfully request that the Justice Committee allow our office to seek competitive bids on equipment that will allow us to operate on the Clear Talk System. We would also ask for a lease/purchase proposal to acquire the equipment. (Please see attached letter)

- 2) **Mutual Aid Plan:** As a result of September 11th, 2001, law enforcement agencies in Illinois began working together to create a state wide Law Enforcement Mutual Aid Plan. This plan is designed to assist local law enforcement to receive pre-planned assistance for terrorist related events,

Ms. Tari Renner, Chairperson
Justice Committee
December 26, 2002

as well as natural and other emergencies. I am requesting permission for the Sheriff's Department to enter into this agreement. (Please see attached).

- 3) **Jail Inmate Chaplain:** Chaplain Bennett has been the inmate Chaplain for the past 6½ years and has done an excellent job in that position. The new contract is for one year, beginning January 21st, 2003 and will expire on December 31st, 2003. The contract is the same as last year with the exception of a 3.5% increase in salary.
- 4) **Uniform Bid:** Formal written bids were solicited, from November 5, 2002 to December 20, 2002, for Police Uniforms and Equipment purchases that will occur from February 1, 2003 to January 31, 2004. At the formal bid opening, on December 20, 2002, at 10:00 a.m., in Room 704, conducted by Chief Deputy Auditor Julie Osborne, one bid was opened with no vendors present.

Opened Bid: Ray O'Herron Company, Danville, Illinois. (Complete bid)

After review of the Ray O'Herron bid, it is my recommendation that McLean County accept the bid provided by Ray O'Herron Company. The 2003 bid represents an increase of 9% over 2002. Partial increase is due to the cost of sewing being added directly into the cost of the clothing rather than separate as in 2002.

Information

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

Chief Derick Love and I both plan to attend this meeting and will be prepared to answer any questions you or members of the committee may have.

Dave 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 20, 2002

TO: Tari Renner, Chairperson
Justice Committee
FROM: Sheriff David Owens
SUBJ: RADIO SYSTEM

After approximately two months of extensive testing, we have determined that the best solution for our radio system requirements is the "Clear Talk System", which is owned and operated by Corn Belt Electric and two other Electric co-ops located in Central Illinois. This system is an 800 MHz trucking system, which uses "Smart Zone Technology" and countywide coverage and is provided through five tower sites. The best results include the use of an in car repeater system, which allows deputies to talk in and out of structures, especially in rural areas of McLean County.

Based on our testing, we believe that this is the "Best System" available at the present time for the needs of the McLean County Sheriff's Office. It would also give us flexibility for future growth and expansion.

I respectfully request that the Justice Committee allow my office to seek competitive bids on equipment that will allow us to operate on the "Clear Talk System". We would also ask for a lease/purchase proposal to acquire the equipment.

The McLean County Sheriff's Office would then have to lease access to the system, based on the number of radios used on the system on a monthly basis. The maximum rate, for access to all tower sites owned by "Clear Talk", is \$35 per month per radio. Representatives from Clear Talk have indicated that the actual cost is negotiable.

Additional equipment would have to be placed in the Law and Justice Center, at Metcom and in the backup center to make the system operational. The costs associated with these expenses, monthly access fees and the purchase of equipment will be presented to the Justice Committee after the bids have been received and evaluated.

Tari Renner
December 20, 2002
Page 2

By putting bids out on this equipment, we should obtain more favorable pricing for equipment and we will be able to determine costs associated with going on line with the system. The next step would be to find financing to purchase it.

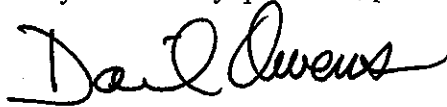
With the purchase of mobiles, which can be operated on both digital and analog systems, we will have the flexibility to access the Star Com 21 system, which Motorola is currently building for the Illinois State Police, if we choose to do so in the future.

There are currently two other Sheriff's Offices in Illinois who operate on the "Clear Talk System", LaSalle County and Edgar County.

We are currently still using the E.F. Johnson Radio System, and based on feedback received from the members of the Ad-Hoc Radio Committee, the consensus is to phase out the E.F. Johnson System for all law enforcement use. Bloomington PD and Normal PD have already moved off of this system until a more reliable, long-term replacement is found.

I believe that by moving to the "Clear Talk" System, we will be moving much closer to a long-term solution.

If you have any questions, please feel free to give me a call at 888-5034.



Sheriff David Owens

DO:jc



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FAX (309) 888-5072

December 20, 2002

TO: Tari Renner, Chairperson
Justice Committee
FROM: David Owens, Sheriff
SUBJ: MUTUAL AID PLAN

Law Enforcement agencies, in the State of Illinois, are working closely together to create a state wide Law Enforcement Mutual Aid Plan. This is very similar to what the fire service has been doing for many years. The collar communities in Northern Illinois have had such agreements for many years with much success.

The mutual aid plan is called (ILEAS), Illinois Law Enforcement Alarm System, and the purpose of ILEAS is:

- To provide immediate extra law enforcement manpower and equipment at the scene of emergencies.
- To provide for an automatic and systematic response of law enforcement manpower teams.
- To provide for contractual responsibilities and liabilities.
- To provide broad area coverage.
- To foster a cooperative spirit for law enforcement emergency planning.
- To provide access to specialized manpower and equipment that no one department could afford to maintain.

This plan has primarily come about since the events of September 11th. It will assist local law enforcement to receive pre-planned assistance for terrorist

Tari Renner
December 20, 2002
Page 2

related events, as well as natural and other emergencies, where additional manpower and equipment is needed.

I am requesting that the Sheriff's Office be allowed to enter into an agreement to become part of the Illinois Law Enforcement Alarm System. (Please see attached Mutual Aid Agreement). Eric Ruud has reviewed this document and has no objections or concerns. There are no additional costs associated with joining this system.

Respectfully submitted,



David Owens
Sheriff

DO:jc

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN
ILLINOIS LAW ENFORCEMENT ALARM SYSTEM
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the McLean County Board recognizes the need to safeguard the lives and property of citizens during emergencies and disasters; and

WHEREAS, it is deemed appropriate that law enforcement agencies should be enabled to provide additional resources, equipment and/or law enforcement personnel to stricken law enforcement agencies within the State of Illinois that are parties to the Illinois Law Enforcement Alarm System Intergovernmental Agreement; and

WHEREAS, the McLean County Sheriff desires to enter into said Intergovernmental Agreement; and

WHEREAS, this Intergovernmental Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), now, therefore,

BE IT RESOLVED BY THE McLEAN COUNTY BOARD, that the Chairman of the McLean County Board is authorized to sign the Illinois Law Enforcement Alarm System Intergovernmental Agreement on behalf of the McLean County Board.

ADOPTED by the McLean County Board this ____ day of _____, 2003.

Approved:

Michael F. Sweeney, Chairman,
County Board of McLean County, Illinois

Attest:

Peggy Ann Milton
Clerk of the McLean County Board

ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

Mutual Aid Agreement

The undersigned law enforcement agencies agree pursuant to the Constitution of the State of Illinois (Ill. Const. Art. VII, sec. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), as follows:

Section 1

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, people and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state or federal government.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Illinois Law Enforcement Training and Standards Board or

federal law) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the State of Illinois.

Stricken law enforcement agency: A participating law enforcement agency who has primary jurisdiction over the site of the emergency but due to insufficient resources, equipment and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken law enforcement agency, to request assistance from an aiding law enforcement agency, he is hereby authorized to do so, under the terms of this mutual aid agreement. The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken law enforcement agency.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.

At the emergency site, the most senior officer of the stricken law enforcement agency who is present shall assume full responsibility and command for law enforcement operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without reimbursement, regardless of the possibility of reimbursement from the requesting agency or other sources. Each participating law enforcement agency shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The chief law enforcement officers of the participating agencies will maintain a governing board and establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

Section 4 Adoption

This mutual aid agreement shall be in full force and in effect when approved and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his law enforcement agency.

Section 5 Termination

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.

**Section 6
Signatory Page**

This signatory certifies that this mutual aid agreement, for the Illinois Law Enforcement Alarm System (ILEAS), has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Political Entity or Agency

Chief Law Enforcement Officer

President, Mayor, Chairman or other Chief
Executive Officer (if applicable)

Title

Date

Date

Attest:

Title

Date

October 23, 2002

McLean County Detention Facility Inmate Chaplain

The Inmate Chaplain is responsible for all religious programs within the McLean County Detention Facility (hereafter indicated by MCDF). These weekly programs include:

- 3 Bible Studies
- 2 Sunday Church Services
- Roving Ministry Program

The services include two male and one female Bible Studies and two Sunday Services, one for the males and one for the females. The Inmate Chaplain is responsible for organizing and scheduling volunteers to conduct these studies. She also teaches many of the Bible Studies, as well as fills in when volunteers can't make their scheduled time. Also, in an effort to provide incentives that will boost moral and promote harmony the Inmate Chaplain provides the showing of various religious videos and provides two special musicals during the year; at Easter and during the Christmas Season.

Since all services within the MCDF are non-denominational Christian Services, as to provide impartial representation to all those requesting religious information, the Chaplain makes direct contact with many pastors and religious organizations to provide contact or non-contact visits of the inmate's religious preference. Upon receipt of a request from an inmate the Chaplain will do her best in making these visits possible and from any recognized, legally established religion as long as the said visit would not jeopardize the order, safety, and rules of the MCDF. These visits have included but not been limited to clergies of the following organizations: Catholic, Baptist, Methodist, Lutheran, Presbyterian, Jehovah Witness, Muslim, Pentecostal, Inter-Denominational, Jesus Only. These visits total an average about seventy annually. Sixty percent of these are contact visits and forty percent are non-contact.

The Inmate Chaplain also organizes a group of licensed ministers to conduct the Roving Ministry Program, where a volunteer comes in once a week and roves through out the jail, counseling and talking with inmates.

The Inmate Chaplain responds to an average of five monthly one-on-one requests for personal counseling from inmates dealing with concerns including but not limited to religious and moral issues, marital and family concerns, substance abuse problems and help with community services. The Inmate Chaplain's degree in Criminal Justice and Biblical training provides her the expertise and experience in resolving many of these conflicts, providing the inmates with resolution and the ability to cope positively in their current situation thus resulting in a more docile inmate while in custody. She also gives support and grief counseling to those who loose loved ones while incarcerated. Her home and work numbers are posted for 24 hours emergency needs. The Inmate Chaplain when deemed appropriate will counsel with various family members in an effort to assist in reestablishing a family unit once the inmate is released.

The Inmate Chaplain through networking with various community agencies and churches has provided clothing, assistance for transportation home, etc. on behalf of inmates. The Inmate Chaplain does extensive work with recommendation and interview for the Teen Challenge and New Life for Girls Rehabilitation Programs. Having first hand knowledge of these programs she is able to set up interviews and help walk inmates through the program. She writes letters of recommendation to the Judges and

Attorneys as necessary and through a church program has assisted in having the required entrance fee waived or paid. Several inmates from MCDF have benefited from these programs. On occasion the Inmate Chaplain has been called to testify on behalf of inmates.

The Inmate Chaplain is a liaison between the detention facility and the community at-large, specifically the religious community. She provides reports to pastors, churches and religious organizations concerning the out reach programs, participation and any success stories. Also, since no religious materials including Bibles or Quran have internal funding, she makes requests to the above for donations of religious materials.

The Inmate Chaplain is responsible for a volunteer staff of 30 individuals. She provides quarterly schedules and updates on jail procedures and policy changes as necessary. She also has semi-annual meetings to update on needs and concerns of volunteers. Although we have a strong volunteer program these individuals are not reliable for the daily requirements of the chaplain's position.

The Inmate Chaplain is responsible for all clerical duties including record keeping yearly statistics and any mailings for her programs. She is also responsible for the upkeep of the religious section of the library. The Inmates Chaplain spends an average of no less than 25 to 30 hours weekly performing her duties.

In this time of jail overcrowding, I feel there is great importance for all of our jail programs. Our religious programs, as well as educational programs have high attendance. They provide focus and meaning to the inmate's while incarcerated and add to a more harmonious atmosphere. This cuts down on inmate to inmate conflict and inmate to correctional officer conflict, which in turn provides a safer environment for inmates as well as staff.

Prepared by Betty Poshard, Program Director and Colleen Bennett, Jail Chaplain.

This is an explanation for the attached statistics for Bible Study and Church Service attendance.

TBS – Tuesday Bible Study

RMBS – Thursday Men’s Bible Study

RWBS – Thursday Women’s Bible Study

SMC – Sunday Men’s Church Services

SWC – Sunday Women’s Church Services

A - In attendance

NA – Not in attendance

#/# - First number indicates the number of inmates requesting the program. Second number indicates the number that actually attended.

#/NS – First number indicates the number of inmates requesting the program. NS indicates that the volunteer scheduled to lead the program for that day was a “No Show”.

Total 2002 Bible Study and Church Service attendance

Month	Bible Study	Church Service	
January	93	52	
February	85	46	
March	119	96	
April	81	71	
May	79	60	
June	49	82	
July	88	76	
August	79	86	
September	91	91	
October	99	66	
November	103	92	
*December	41	83	*as of 12/17/02
Totals	1007	901	

BIBLE DISTRIBUTION

<i>MONTH</i>	<i>NUMBER GIVEN FOR 2001</i>	<i>NUMBER GIVEN FOR 2002</i>
January	38	24
February	20	32
March	25	38
April	24	36
May	24	21
June	29	47
July	30	68
August	19	42
September	25	46
October	37	51
November	31	45
December	33	43
Totals	335	493

Section F Religious Programs

Principle: A written body of policy and procedure governs the facility's religious programs for inmates, including program coordination and supervision, opportunities to practice the requirements of one's faith, and use of community resources.

Program Coordination and Supervision

3-ALDF-5F-01
(Ref. 2-5298-1)

There is a chaplain(s) with two minimum qualifications of (1) Clinical Pastoral Education or equivalent specialized training and (2) endorsement by the appropriate religious certifying body.

Comment:

The chaplain shall assure equal status and protection for all religions.

3-ALDF-5F-02
(Ref. 2-5298-2)

In facilities with an average daily population of 500 or more inmates there is a full-time chaplain(s). For facilities with less than 500 inmates adequate religious staffing is available.

Comment:

None.

3-ALDF-5F-03
(Ref. 2-5298-3)

The chaplain(s) in cooperation with the facility administrator (and/or his designee) plans, directs, and supervises all aspects of the religious program, including approval and training of both lay and clergy volunteers from faiths represented by the inmate population. The chaplain (s) has access physically to all areas of the facility to minister to inmates and staff.

Comment:

The religious program shall be designed to fulfill the responsibility of the facility to ensure that all inmates are able to voluntarily exercise their constitutional right to religious freedom.

3-ALDF-5F-04
(Ref. New)

The chaplain has physical access to all areas of the facility to minister to inmates and staff.

Comment:

None.

3-ALDF-5F-05
(Ref. New)

The chaplain or designated religious staff member develops and maintains close relationships with community religious resources.

Comment:

Community resources can help augment the delivery of appropriate religious services on special holidays or as needed to meet the requirements of the diversity of religious faiths among inmates.

Opportunity to Practice One's Faith

3-ALDF-5F-06
(Ref. 2-5372)

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

Comment:

Religious practices include, but are not limited to, access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation are allowed to participate in such religious practices subject to the same limitations stated in the standard.

In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

3-ALDF-5F-07
(Ref. 2-5298-4)

When a religious leader of an inmate's faith is not represented through the chaplaincy staff or volunteers, the chaplain(s) assists the inmate in contacting such a person. That person shall have the appropriate credentials from the faith judicatory and may minister to the inmate under the supervision of the chaplain.

Comment:

The religious leader may visit at designated regular times, with provision for emergency visits.

3-ALDF-5F-08
(Ref. 2-5298)

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

Comment:

Religious practices shall include, but are not limited to: access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation shall be allowed to participate in such religious practices subject to the same limitations. In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

Religious Facilities and Equipment

3-ALDF-5F-09
Ref. 2-5298-5)

Written policy, procedure, and practice require that the facility provides space and equipment adequate for the conduct and administration of religious programs. The facility provides for the availability of noninmate clerical staff for confidential material.

Comment:

Sufficient space shall be available for congregate worship/religious services, individual counseling, group counseling and/or religious studies, and chaplaincy offices. Equipment, office supplies, and secretarial help shall be adequate to meet the needs of the religious program. Volunteers are acceptable as clerical support staff.

3-ALDF-5F-10
(Ref. 2-5298-6)

The chaplain(s), in cooperation with the facility administrator or designee, develops and maintains communications with faith communities and approves donations of equipment or materials for use in religious programs.

Comment:

The approval of such donations will ensure equipment and materials for the approved religious practices, as well as avoid accumulation of duplicate or inappropriate materials.

Section 701.240 Religious Services

- a) Detainees shall be afforded an opportunity to participate in religious services and receive religious counseling.
- b) Detainees shall not be required to attend or participate in religious services or discussions.

(Source: Amended at 21 Ill. Reg. _____, effective April 1, 1997)

CONTRACT – INMATE CHAPLAIN

This contract entered into this _____ day of January, 2003 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain 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 McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,055.21. Payments to be made quarterly.

The term of this Contract shall be from January 21, 2003- December 31, 2003. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

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 or set forth herein are incorporated herein by reference.

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing 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 signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois, this _____ day of January, 2003.

Colleen Bennett

Sheriff Dave Owens

APPROVED:

Michael Sweeney, Chairman
McLean County Board

ATTEST:

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

(2)

Bids were mailed to:

Illinois Fire and Police Equipment
PO Box 1018
Bourbonnais, Illinois 61914 **(No Bid Received)**

Bullseye Uniforms and Police Equipment
PO Box 107
Hudson, Illinois 61748 **(No Bid Received)**

Galls Public Safety and Equipment
2680 Palumbo Drive
Lexington, Kentucky 40509-1000 **(No Bid Received)**

Ray O'Herron Company
3549 N. Vermilion St.
PO Box 1070
Danville, Illinois 61834 **(Bid Received)**



Ray O'Herron Co., Inc.

Suppliers of Police Equipment

3549 North Vermillion Street - P.O. Box 1070

DANVILLE, ILLINOIS 61834-1070

Phones: (217) 442-0860 or (800) 223-2097

FAX (217) 443-3808

November 15, 2002

McLean County Sheriff's Police
Law & Justice Center
104 West Front
Bloomington, IL 61701

Attn: Lt Mike Emery
Ref: 2003 Uniform Bid

Enclosed please find our bid for the year 2/1/03-1/31/04. Please note item numbers and changes. All pricing includes patches sewn on clothing items and shipping costs.

Oversize charges apply - please note following:

Blauer: Shirts: 2X-lg/18-18 1/2/46-48 +10% 3X-lg/19-19 1/2/50-52 +20%
4X-lg/20-20 1/2 +30% 38 sleeve +30%
Jackets: 2Lg/52-54/24-26 +10% 3X-lg/56-58/28-30 +20% X-longs +40%
Pants: 44-50/24-26 +10% 52-54/28-30 +20% 56-60 +30%
Fechheimer: Pants: 44-50/20-24 +10% 52-54/26-28 +20% 56-58/46W +30% 60 +40%
Shirts: 19 Up/48/37 sleeve +30%
Jackets: 52-54 Reg/Long +10% 56-58 Reg/Long +20% 60 Reg/Long +30%
All X-Long +30%
Horace Small: Shirts: 18-18 1/2/2X-lg/42-48 +10% 19-20/3X-lg +20%
21-22/4X-lg +30%
Pants: 44-50/20-24 +10% 52-54 +20%
Pro-Tuff/Werner Works: US101 3X-lg-4X-lg +20% 5X-lg-6X-lg +40%
RW1689 Raincoat: 3X-lg +10% 4X-lg +20% 5X-lg +40%

If you have any questions, please contact us at 800-223-2097 or e-mail
jdonath@soltec.net.

Sincerely,

Judie Donath
Bids & Contracts

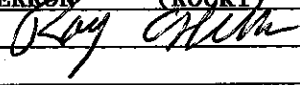
November 5, 2002

INSTRUCTIONS TO BIDDERS

Sheriff's Dept. Uniform & Equipment Purchases
For The One Year Period Of February 1, 2003 to January 31, 2004

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: RAY O'HERRON (ROCKY)
Signature of authorizing agent submitting Quote: 
Date quote proposal submitted: 11/27/02
Company address: 3549 N VERMILION ST, PO BOX 1070, DANVILLE, IL 61834-1070

Company Contact Telephone Number: 1-800-223-2097 EXT 14
Company Contact Email Address: JUDIE DONATH/jdonath@soltec.net
Company Contact FAX Number: 1-(888) 223-3235

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 20, 2002. 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, 2003 to January 31, 2004 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.

Vendors must be located within a 120 mile radius of 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.*

\$232.27 Deputy Blauer Jacket #GTX-9010-Z

96.06 Deputy Horace Small Convertible Jacket #~~2807~~ 13803T-9T NEW GENERATION W/LINER

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

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

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

4.12 Sam Broom Necktie in pink tan or corrections gray

7.21 Ballcap in deputy brown or corrections blue w/mesh

40.45 Midway 5-Star hat (with all accessories including cover matching pant material)

4.12 Replacement Midway hat accessories, silver, or gold

22.53 Midway hat cover in white leather material

14.24 Langenburg winter hat #4396 fur trooper type

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

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

118.45 Rocky Boots Model #8032

19.50 Rainfair yellow raincoat #2100-8000

144.15 Fechheimer brown or blue windbreaker #43159

53.56 Woolly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab **DRY CLEAN ONLY**

83.95 U.S. 101 Coveralls - brown or black

102.76 Corrections Blauer #~~6025~~ Convertible Jacket #6125

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

39.14 Corrections Flying Cross L.S. Shirt #47W6686

43.78 Fechheimer Corrections pants #~~32233~~ 32233

39.11 Deputy Flying Cross Long Sleeve Shirt #45R6694

34.41 Deputy Flying Cross Short Sleeve Shirt #95R6694

61.80 Bates Enforcer 4" quarter boot #2109

80.34 Bates Chukka Leather Shoe Model 78

288.40 Illinois State Police Style Leather Jacket Model 4415

63.86 RW1684L Yellow Raincoat 50" w/hood

124.43 Blauer Defender 734BR raincoat 734-SIZE

40.17 Sentry Plus Men's LS Shirt Z919AP

31.12 Sentry Plus Men's SS Shirt Z959AP

33.62 Sentry Plus Women's LS Shirt Z905AP

31.59 Sentry Plus Women's LS Shirt Z975AP

118.45 ROCKY 8036 ELIMNATOR LUG

54.59 BLAUER 210 WASHABLE WOOLY PULLY SWEATER W/BADGE TAB

TOTAL FOR UNIFORM CATEGORY \$ 2306.07

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.

<u>\$ 46.30</u> Outer duty belt #120-FV w/buckle	DON HUME	SAFARILAND 94	\$39.95
<u>24.50</u> Inner velcro garrison belt #125-FV	DON HUME	BOSTON 6505	\$18.00
<u>24.50</u> Cuff Case - velcro	DON HUME C303-V	SAFARILAND 90	\$20.00
<u>6.00</u> Keepers that are the wide "snap" type	SAFARILAND 654		
<u>6.50</u> Nightstick 1.5" ring S-505	DON HUME	SAFARILAND 67S	\$ 6.50
<u>26.10</u> Magazine Pouch #D407-V-CL	DON HUME	SAFARILAND 77	\$22.00
<u>27.00</u> Speedloader Pouch #D418	DON HUME	SAFARILAND 340	\$27.00
<u>99.00</u> Safariland SS-III Safety Holster	070		
<u>26.67</u> Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)			
<u>26.67</u> Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon)	UNCLE MIKES 8880		
<u>12.50</u> Latex Glove Pouches (to carry protective gloves)	DON HUME C321-1	SAFARILAND 33	\$10.50
<u>46.00</u> Safariland 87V Duty Belt in Clarino w/buckle			
<u>28.00</u> Safariland #99 Inner velcro belt in Clarino			
<u>18.00</u> Bianci Model 7307\$ pepper holder in Clarino	#18204		
<u>18.00</u> SAFARILAND 090 OPEN CUFF CASE			
<u>18.00</u> SAFARILAND 190 CUFF CASE			

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 453.74 (DON HUME)
\$430.29 (SAFARILAND)

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. **ALL BIANCHI**

<u>\$ 40.60</u>	Outer duty belt #120-FV w/buckle	#7960
<u>18.95</u>	Inner velcro garrison belt #125-FV	#7205
<u>20.30</u>	Cuff Case - velcro	#7900
<u>11.15</u>	Keepers that are the wide "snap" type	#7906
<u>7.70</u>	Nightstick 1.5" ring S-505	#7904
<u>27.25</u>	Magazine Pouch #D407-V-CL	#7902
<u>N/A</u>	Speedloader Pouch #D418	
<u>60.85</u>	Safariland SS-III Safety Holster	#SL321
<u>25.35</u>	Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon)	#7314S
<u>25.35</u>	Portable Radio Carrier for E.F. Johnson Model 8588 Viking CM (Uncle Mike also in Black Nylon)	#7314S
<u>18.75</u>	Latex Glove Pouches (to carry protective gloves)	#7915
<u>40.60</u>	Safariland 87V Duty Belt in Clarino w/buckle	#7960
<u>19.95</u>	Safariland #99 Inner velcro belt in Clarino	#7205
<u>20.30</u>	Bianchi Model 73075 pepper holder in Clarino	#7907

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 337.10

BADGE CATEGORY

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

- \$ 42.00 Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener
 - 50.00 Same as above but in HiGlow finish
 - 48.00 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back.
 - 58.00 Same as above but in HiGlow finish
 - 54.00 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back (Lieutenants)
 - 68.00 Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case
 - 14.00 Tie Tack #A3271 in either gold or silver color finish
 - 12.00 Namebar #A2388 in Rhodium finish
 - 16.00 Same as above but in HiGlow finish
 - 14.00 "Serving Since" bar in gold or silver finish B1693
 - 18.00 Badge Cases for B1004 #1 OR #2
 - 18.00 Badge Cases for B736 #1OR #2
 - 18.00 Badge Cases for B1275 #1 OR #2
 - 6.00 94-G-ILFC TIE BAR PLN IL FCS GOLD
- TOTAL FOR THE BADGE CATEGORY: \$ 436.00**

POLICE BODY ARMOR CATEGORY

No substitutes will be accepted in this category.

\$417.00 2nd Chance Body Armor SC-229 (1 SPA 5x8 K-30)
Superfeatherlight
with SPA & K30 insert
Threat level-II
"MAXIMUM Model 22 x _____"

\$49.00 Replacement 2nd Chance SPA for the above listed vest
SMF-II W/1 SPA & 5x8 K-30 \$368.00

OR,

_____ ABA Xtreme Level II

\$ Replacement XT2 Custom for above listed vest.

SUB TOTAL FOR POLICE BODY ARMOR \$ _____

STATE CONTRACT BODY ARMOR PSD4009743 EFFECTIVE UNTIL 11/30/03

POINT BLANK ZL5 LEGACY II VEST SET \$368.00
2 CARRIERS/STS PLATE
MALE OR FEMALE

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.

- \$ 13.50 Safariland Speedloaders
- 325.00 CMI Model S-02 PBT unit ST CONTRACT 4009578 S-D2 #001007-IL
- 23.95 Peerless PSN handcuffs SMITH WESSON 350103 \$21.50 350095 \$31.50
- 9.00 H.K.S. Speedloaders
- 170.00 Premier Crown Riot Helmet Model 700 with full riot package
(RCK 700 conversion kit) 712H
- 54.00 Replacement RCK 700 Conversion Package
- 10.50 Replacement visor w/rank band for Premier 700
- 21.00 Replacement interior liner & sizing kit for Premier 700
- 19.50 Saunders Aluminum Report Writing Board #~~AM10012~~ #10017
- 15.00 Saunders Aluminum Ticket Writing Board #A48102 #10006
- 222.50 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
- 4.38 3 volt Lithium Batteries #DL123A
- 270.00 Red Flares w/spikes #2730-30 minute (per gross)
- 260.00 Red Flares w/spikes #2720-20 minute (per gross)
- 23.50 Hickory 36" riot baton w/rawhide thong JO894 W/15JP
- 49.50 ASP Expandable Baton Model #616-B 02211
- 53.00 ASP Expandable Baton Model #F-21-B 02411
- 57.00 ASP Expandable Baton Model #926-B 02611
- 22.50 NIK Narcotics Test Kit "G" #6077 ODV 904B \$15.50
- 22.50 NIK Narcotics Test Kit "E" #6075 ODB 908 \$15.50
- 97.85 Streamlight SL-20x with DC & AC charger #26010
- 28.50 Streamlight Ni-Cad Battery stick for SL-20x #25170
- 11.50 Streamlight replacement bulb/lamp module for SL-20x #20110
- 9.79 Streamlight Charger Sleeve #22052
- 385.00 Alco-Check 3000 breath test device w/AC & DC Charger ST CONTRACT 4009578 S-D5
Batteries & 200 mouthpieces included #001042K-IL
- 55.00 Michaels of Oregon Holster #9925
- 27.00 Michaels of Oregon Holster #8820
- 27.00 Michaels of Oregon Holster #8821
- 25.00 Rondex CPR Mask #2230-2 w/ #5000 storage kit
- 6.25 Disposable Emergency Blanket U.S. Laminating Brand
- 8.00 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")
- 37.00 CMI MOUTHPIECES S-D2 & S-D5 #015035 250/PKG ST CONTRACT 4009578

- \$11.80 Def-Tec 1st Defens Pepper Mace MK III 5039
- 13.80 Def-Tec 1st Defense Pepper Mace MK IV 5049
- DISC Def-Tec 1st Defense Pepper Mace MK V
- 10.80 Def-Tec 1st Defense Pepper Mace MK VI 5069
- 38.80 Def-Tec 1st Defense Pepper Mace MK IX 5099
- 32.80 MSI - FEDERAL LABS 4040 PEPPER FOAM 4040
- 38.80 MSI - FEDERAL LABS 4030 PEPPER FOAM 4030
- 26.00 Outer's firearms target pasters (20 roll carton) NATIONAL PASTERS-BL-RL
- 92.00 Flex-Cuf's per order of 100 (#5010)
- 255.00Def-Tec Gas Mask Model 68 tactical with nylon holder 1497C-1499C/1511
- 442.00Glock Model 21 pistol PI-21002
- 440.00Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot 4888
magazine capacity
- 81.30 Streamlight Stinger flashlight AC75001
- 19.00 Closed Top Carrier for the above listed STN-3 Clarino

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 1502.10

MCDF
Population
December
2002

Date	Daily Total	In House	Male	Female	Sp Needs	Str Sentence	Work Release	Weekends	Other Fac
1	252	232	209	43	21	39	5	37	11
2	255	217	208	47	18	40	6	35	11
3	260	216	212	48	15	46	6	34	12
4	262	216	213	49	16	47	5	33	13
5	265	217	216	49	20	47	5	32	12
6	242	196	196	46	19	47	5	32	12
7	238	203	197	41	19	47	5	34	22
8	238	208	194	44	18	47	5	34	21
9	229	177	188	41	17	44	5	30	21
10	230	188	190	40	16	45	5	30	12
11	227	191	189	38	17	43	5	29	5
12	225	194	186	39	18	41	5	29	0
13	222	188	184	38	17	41	5	29	0
14	230	219	191	39	20	42	5	31	0
15	229	221	190	39	19	41	5	30	0
16	225	198	189	36	17	37	5	27	0
17	224	196	188	36	16	36	5	27	0
18	224	197	189	35	17	37	5	26	0
19	222	193	188	34	23	37	5	26	0
20	213	183	179	34	14	36	5	26	0
21	209	201	177	32	13	35	5	26	0
22	212	205	181	31	17	36	5	26	0
23	212	187	181	31	18	35	5	25	0
24	203	178	172	31	15	32	4	24	0
25									
26									
27									
28									
29									
30									
31									
Total	5548	4821	4607	941	420	978	121	712	152
Average for December 2002	231.17	200.88	191.96	39.21	17.50	40.75	5.04	29.67	6.33

MCDF Average Population
Six Month Comparison

Month	July 2002	August 2002	Sept 2002	Oct 2002	Nov 2002	Dec 2002	Average
Daily Total	230.13	232.90	248.23	255.94	253.10	231.17	241.91
In House	201.68	203.90	210.70	204.74	202.60	200.88	204.08
Male	189.06	192.00	205.73	215.23	211.20	191.96	200.86
Female	41.06	40.70	42.40	40.68	41.90	39.21	40.99
Special Needs	21.52	21.10	22.77	18.65	18.60	17.50	20.02
Straight Sentence	43.87	51.70	55.87	56.10	53.30	40.75	50.27
Work Release	9.03	9.20	7.73	8.45	7.80	5.04	7.88
Weekenders	27.00	29.90	32.60	34.32	33.70	29.67	31.2
Other Facilities	5.13	2.80	11.70	20.58	23.50	6.33	11.67