

MACOUPIN COUNTY BOARD
RESOLUTION No. _____

A Resolution Regarding the FY 2011-2012 Special Fund Supplemental
Appropriations

WHEREAS, the Finance Committee of the Macoupin County Board recommends that special funds appropriations be adjusted to match revenue and necessary expenditures; therefore

BE IT RESOLVED, the Macoupin County Board adopts supplemental Fiscal Year 2011-2012 special fund appropriations as enumerated below; and

BE IT FURTHER RESOLVED, that the Probation Fee Fund spending authorization is increased by \$32,000.00 in this resolution to correspond with the General Fund Supplemental Resolution adopted on June 12, 2012 increasing the Probation General Fund budget by an identical amount; and

BE IT FURTHER RESOLVED, that disbursements from the Probation Fee Fund to the Probation General Fund shall be executed on an as needed basis.

BE IT FURTHER RESOLVED, that the appropriation for each special fund shall be effective for the period of September 1, 2011 through August 31, 2012.

<u>Fund</u>	<u>Current</u>	<u>New</u>
Probation Fee Fund	\$157,000.00	\$189,000.00

SIGNED this 12th day of June, 2012.

Voting Yes: _____

Voting No: _____

Andrew W. Manar
Chairman of the Board
Macoupin County, Illinois

Pete Duncan
Clerk
Macoupin County, Illinois

Anne Boehm
Treasurer
Macoupin County, Illinois



PROBATION AND COURT SERVICES DEPARTMENT
SEVENTH JUDICIAL CIRCUIT
MACOUPIN COUNTY

LEE T. LoBUE
DIRECTOR OF COURT SERVICES

215 South East Street
Carlinville, IL 62626
217/ 854-4411
Fax: 217/ 854-3922

TERI ARCHIBALD
Secretary

SUSAN M. DUNN
CINDY F. LYTTLE
BRIAN McNALLY
JOHN M. MURPHY
MARY C. RAYMER
DAVID C. WICKERT
Probation Officers

May 29, 2012

To: Members of the Finance Committee; Macoupin County Board

From: Lee LoBue, Director of Court Services

Cc: Andrew Manar, County Board Chairman
Gabe Springer, Chief Financial Officer

Subject: Request for increase in Probation General Fund spending authority

The Macoupin County Probation and Court Services Department is requesting approval for the FY 12 Probation General Fund spending authority to be increased by \$32,000.00 from \$357,686 to \$389,686. The increase is to allow for the budgeted transfer of funds from the Probation Fee Fund to the Probation General Fund to cover the funding shortfall for salaries and insurance of this fiscal year.

Please contact me with any questions you may have regarding this request. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature of Lee LoBue is written over a horizontal line.

Lee LoBue
Director of Court Services
Probation and Court Services Department
Macoupin County

MACOUPIN COUNTY BOARD
RESOLUTION NO. 2012.xx

A Resolution Transferring Funds in the County Treasury

BE IT RESOLVED, upon the recommendation of the Finance Committee that the Macoupin County Board authorizes and directs the transfer of funds from the Document Storage Fund to the General Fund:

<u>Fund Name</u>	<u>Transfer Amount</u>
Document Storage Fund	\$66,500.00

Signed this 12th day of June, 2012.

Voting Yes: _____

Voting No: _____

Andrew W. Manar
Chairman of the Board
Macoupin County, Illinois

Pete Duncan
Clerk
Macoupin County, Illinois

Anne Boehm
Treasurer
Macoupin County, Illinois

**MACOUPIN COUNTY BOARD
RESOLUTION No. 2012.--**

**A Resolution Establishing Supplemental Appropriations from the General Fund
for Fiscal Year 2011-2012**

WHEREAS, the Macoupin County Board is responsible for developing an annual budget for the offices and departments in County government; and

WHEREAS, the Finance Committee of the Macoupin County Board met on March 8, 2012 to discuss and recommend necessary amendments to the General Fund budget; and

BE IT RESOLVED, the Macoupin County Board establishes supplemental appropriations for the Fiscal Year 2011-2012 general fund budget totaling \$6,843,357 as enumerated below.

1	Animal Control	15,000	15	Probation	389,686
2	Building Maintenance	3,000	16	Public Defender	224,653
3	Circuit Clerk	521,084	17	Real Est. Stamps	159,828.13
4	Circuit Court	80,000	18	Sheriff	2,706,447
5	Copy Room	13,700	19	States Attorney	469,629
6	Coroner	83,936	20	Sup of Assess.	164,132
7	County Board	112,575	21	Supt of Schools	74,965
8	County Administration	533,849	22	Tax Assmt. & Coll.	95,000
9	County Clerk/Recorder	311,239	23	Treasurer	173,198
10	Courthouse	160,500	24	Sale of Property	88,592
11	Drug Task Force	51,198	25	Archive Donations	4,845
12	Elections	221,779	26	Sub TOTAL:	6,717,205.13
13	Emergency Management	53,530	27	Rev. Fund	230,000
14	Jury Commission	4,840		Budget Stabilization	219,000
			28	TOTAL:	7,166,205.13

SIGNED this 12th day of June, 2012.

Voting Yes: _____

Voting No: _____

Andrew W. Manar
Chairman of the Board
Macoupin County, Illinois

Pete Duncan
Clerk
Macoupin County, Illinois

Anne Boehm
Treasurer
Macoupin County, Illinois

Resolution 2012. __

RESOLUTION

Macoupin Business Park Drive Section 11-00095-00-PV

WHEREAS, on May 17, 2012 at 10:00 a.m. there was a bid letting in the office of the County Engineer for construction of Macoupin Business Park Drive, Section 11-00095-00-PV, and

WHEREAS, the low responsible bid of \$242,575.20 submitted by The Kilian Corporation, Mascoutah, IL for the construction of said road is 4.3% more than the approved engineer's estimate of \$232,475.00 and is acceptable to the Macoupin County Board.

NOW THEREFORE BE IT RESOLVED by the County Board of Macoupin County, at its Regular Statutory Meeting assembled this 12th day of June A.D., 2012 that the County Board does hereby award a contract to the lowest bidder, The Kilian Corporation, Mascoutah, IL in the amount of \$242,575.20 and authorizes the County Board Chairman to sign the contract documents.

BE IT FURTHER RESOLVED that this project requires The Kilian Corporation, Mascoutah, IL, as the successful bidder, to be in compliance with the County's Responsible Bidder Ordinance.

Passed and approved by the County Board of Macoupin County, this 12th day of June 2012.

By: _____

Andrew Manar, Chairman
Macoupin County Board

Attest: _____

Pete Duncan
Macoupin County Clerk

(SEAL)

MACOUPIN COUNTY BOARD
RESOLUTION No. _____

**Resolution Approving the Posting of "Route 66 Trail" signs on Macoupin County
Highways designated as part of the Route 66 Trail**

WHEREAS, the Route 66 Trail is a 366 mile bicycle trail between Chicago and St. Louis that generally follows the alignment of Historic Route 66 therefore passing through Macoupin County; and

WHEREAS, the Route 66 Trail Executive Council, with support from the Illinois Department of Natural Resources has requested that Macoupin County approve the placement of "Route 66 Trail" signs on those Macoupin County Highways designated to be part of the Route 66 Bike Trail; and

WHEREAS, the designated county highways include portions or all of C.H. 28, Waggoner Road; C.H. 20, North Standard City Road and South Standard City Road; C.H. 56, Monterey Road; and C.H. 29, Mt. Olive Road, Kaho Road, Carlsburg Road, and Litchfield Trail Road; and

WHEREAS, the initial signs will be provided free by the Illinois Department of Natural Resources with Macoupin County providing the posts, hardware, and labor to install the signs; and

WHEREAS, Macoupin County will be responsible for the maintenance of the Route 66 Trail signs on the designated County Highways; and

WHEREAS, the Macoupin County Board supports the Route 66 Trail as an asset to Macoupin County and its municipalities; and

NOW, THEREFORE, BE IT RESOLVED BY THE MACOUPIN COUNTY BOARD

Section 1. The installation of "Route 66 Trail" signs on designated County Highways demarcating the Route 66 Trail is approved.

Section 2. That the Macoupin County Board designates the Macoupin County Highway Department to receive the initial signs from the Illinois Department of Natural Resources and install the signs using posts, hardware and labor from the Highway Department.

Section 3. That the Macoupin County Board directs the Macoupin County Highway Department to maintain the "Route 66 Trail" signs in the same manner as other highway signs. When replacement is necessary, if additional signs are not available from the Illinois Department of Natural Resources the signs will be replaced as funds are available.

Section 4. That the Macoupin County Board will prepare and deliver copies of this Resolution to the County Clerk of the Macoupin County Board.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

SIGNED this 12th day of June, 2012.

Voting Yes _____

Voting No _____

Andrew W. Manar
Chairman of the Board
Macoupin County, Illinois

Pete Duncan
County Clerk
Macoupin County, Illinois

RESOLUTION IN SUPPORT OF HOSPITALS' TAX-EXEMPT STATUS

WHEREAS, the Governor and the Illinois General Assembly are currently considering the tax-exempt status of nonprofit hospitals in Illinois; and

WHEREAS, Macoupin County maintains a strong working relationship with local hospitals in order to preserve access to quality health care services for all citizens; and

WHEREAS, hospitals provide millions of dollars of care to low-income Illinois residents; and

WHEREAS, hospitals relieve the burden of government by providing financial support as well as subsidized and uncompensated care to residents most in need; and

WHEREAS, Carlinville Area Hospital and Community Memorial Hospital are among the County's largest employers that contribute to the economic health of the region directly and indirectly by providing 636 jobs; and

WHEREAS, Carlinville Area Hospital and Community Memorial Hospital, located in Macoupin County, are vital in contributing to the quality of life enjoyed by our residents; and

WHEREAS, Carlinville Area Hospital and Community Memorial Hospital support numerous civic and community organizations and offer free educational programs that enhance the health of Macoupin County citizens; and

WHEREAS, Carlinville Area Hospital and Community Memorial Hospital contributed \$1,768,000 in community benefits in 2011, including \$317,000 in charity care and \$1,145,000 in unreimbursed care provided to Medicare and Medicaid patients;

NOW, THEREFORE BE IT RESOLVED, that the Macoupin County Board urges the Governor and the Illinois General Assembly to acknowledge many of the health programs, services, and subsidies provided by nonprofit hospitals when developing legislation to set clear and reasonable standards for hospital tax exemption so hospitals can continue to provide accessible, high quality health care to the communities they serve.

Enacted and approved this ____ day of May, 2012, at Carlinville, Illinois.

Ayes:

Andrew Manar, Chair, County Board

Attest:

Pete Duncan, County Clerk

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT
WITH THE ILLINOIS CORONERS AND MEDICAL EXAMINERS ASSOCIATION**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Macoupin County Coroner wishes to prepare for potential emergencies which may require that they provide aid and assistance to other county coroners or that the Macoupin County Coroner may request aid and assistance from other county coroners; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the county coroners of this state by and through the Illinois Coroners and Medical Examiners Association;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Macoupin County Illinois, that the County Board Chairman and County Coroner be authorized to enter into this intergovernmental agreement that authorizes Macoupin County Coroner's participation in the Illinois Coroners and Medical Examiners mutual aid agreement effective upon the approval of this resolution

Adopted this ____ day of ____, 2012.

County Board Chairman

Attest:

County Clerk

ILLINOIS CORONERS & MEDICAL EXAMINERS ASSOCIATION

Mutual Aid Agreement

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form mutual aid alliances and pacts through the Illinois Coroners and Medical Examiners Association to provide for the coordination of planning, development of model procedures and guidelines, training, assets and resources, personnel augmentation and other necessary functions to further the provision of protection of life and property and provide for fatality management during an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Coroners and Medical Examiners Association, and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

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 personnel of a county coroner or medical examiner. Each coroner or medical examiner who signs a copy of this Agreement has and does express its intent to aid and assist the other participating coroners or medical examiners during an emergency by assigning some of their resources, equipment and/or personnel to the affected coroner/medical examiner as circumstances permit and in

accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency, effect prompt and efficient investigation, identification, and disposition of fatalities during such an emergency, and promote the general health and welfare of the populace by enabling other coroners and medical examiners to provide additional resources, equipment and/or personnel as needed.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Coroners and Medical Examiners Mutual Aid System" hereinafter referred to as "IC&MEMAS": A definite and prearranged plan whereby response and assistance is provided to an Affected/Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IC&MEMAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government whose duties expressed by a matter of law or ordinance provide for the investigation of death occurring under violent, unusual or suspicious circumstances, and generally referred to as a coroner, medical examiner, or sheriff-coroner or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IC&MEMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IC&MEMAS;
- C. "Affected/Stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency (IEMA) or through the Illinois Coroners and Medical Examiners Association under the IC&MEMAS plan,
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an Affected/Stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected/Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;
- F. "Illinois Coroners and Medical Examiners Association Regions": the geographically associated Member Units of unit of which have been grouped for operational efficiency and representation of those Member Units;
- G. "Training": the regular scheduled practice of emergency procedures during non-emergency drills/exercises/ and classroom education to implement the necessary joint operations of IC&MEMAS

SECTION THREE

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 coroner/medical examiner with such personnel, equipment, facilities, or services as is, in the opinion of the aiding coroner/medical examiner, available for deployment. 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 service 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 coroner/medical examiner, to request assistance from an aiding coroner/medical examiner, he is hereby authorized to do so, under the terms of this mutual aid agreement.

The senior officer present of the aiding coroner/medical examiner 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 coroner/medical examiner.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken coroner/medical examiner.

At the emergency site, the most senior officer of the stricken coroner/medical examiner who is present shall assume full responsibility and authority for coroner/medical examiner operations at the scene. Uniform incident command and incident management structures shall be put in to place. Coroner and medical examiner 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, personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without charge to the coroner/medical examiner rendering aid; however any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

Each participating coroner/medical examiner 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 Illinois Coroners and Medical Examiners Association, through its Executive Board and committee structure will establish and maintain an operational plan and guidelines for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

SECTION FOUR

Adoption

This mutual aid agreement shall be in full force and an in effect when approved and executed by a representative of a participating coroner or medical examiner who has the legal authority to sign and enter into this Agreement on behalf of that coroner or medical examiner office.

SECTION FIVE

Termination

Any participating coroner/medical examiner 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 Coroners and Medical Examiners Association (ICMEA), has been adopted and approved, if necessary, by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Political Entity or Agency

Coroner/Medical Examiner/Agency Head

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

Title

Date

Date

Attest:

For Illinois Coroners & Medical Examiners Assoc.

Title

Date

Date

UNIVERSITY OF ILLINOIS EXTENSION

AGREEMENT

Between Macoupin County Board, (hereinafter, for brevity, termed "Grantor") and The Board of Trustees of the University of Illinois, a public corporation, acting through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences (hereinafter, for brevity, termed "University").

WHEREAS, University, under any by virtue of both state and federal legislation, is in charge of cooperative extension work carried on in the state of Illinois under the Smith-Lever Act and all amendments thereto; and

WHEREAS, Grantor is vitally interested in said work being carried on in the University of Illinois Extension Unit at Macoupin County and the expansion thereof so as to meet the needs of citizens interested in said Unit; and

WHEREAS, Grantor, because of its interest, is willing to make a contribution to University to partially meet the cost of carrying on and expanding said work in said Unit;

THEREFORE, it is hereby agreed by and between Grantor and University as follows:

1. For and during the period of twelve months beginning with July 1, 2012 and ending with June 30, 2013, Grantor will contribute to University for the carrying on of cooperative extension work by University in said Unit the sum of \$80,000, to be paid by Grantor to University in Quarterly, Monthly, X Annual payments of \$80,000. All payments to be completed by June 30, 2013.

2. University hereby agrees to accept said contribution to the cost of conduction and carrying on said work in said Unit during said period of twelve months, and hereby agrees that it will expend in said Unit in carrying on such work during said period an amount at least equivalent to said sum paid it by Grantor.

3. University further agrees that during said period it will meet the cost of said work, which includes, but is not restricted to, salaries of its personnel, office space and facilities, secretarial help and transportation for such personnel needed to carry on the cooperative extension work in said Unit at least up to the extent local funds may be made available to the University through the extension Unit council.

4. It is understood between Grantor and University that the said contribution to be made to University by Grantor will be used along with public and other funds available to University for carrying on said work in the state of Illinois during said twelve months' period, a portion of which will be allocated by University to carrying on said work in said Unit during said period.

Dated this ____ day of _____.

Grantor

Macoupin County Board
215 South East St
Carlinville, IL 62626

By _____
(Authorized signature)

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences

Regional Director
University of Illinois Extension

Date _____

Director or Designee
University of Illinois Extension

Date _____

MACOUPIN COUNTY BOARD
RESOLUTION No. 2012.xx

A Resolution Establishing State's Attorney Automation Fund

WHEREAS, 55 ILCS 5.4-2002(a) and 55 ILCS 5.4-2002.1 (c) requires all counties to have a State's Attorney Records Automation Fund; and

WHEREAS, the fund will receive a monthly deposit of the State's Attorney Automation fee that will began being collected in certain court case on June 1, 2012; and

WHEREAS, the County does not currently have a State's Attorney Automation Fund; therefore

BE IT RESOLVED, upon the recommendation of the Finance Committee that the Macoupin County Board directs the Treasurer to establish the State's Attorney Automation Fund as a special fund in the County Treasury which shall receipt and expend monies consistent with State and Federal laws.

SIGNED this 12th day of June, 2012.

Voting Yes: _____

Voting No: _____

Andrew W. Manar
Chairman of the Board
Macoupin County, Illinois

Pete Duncan
Clerk
Macoupin County, Illinois

Anne Boehm
Treasurer
Macoupin County, Illinois

Public Act 097-0673

SB1697 Enrolled

LRB097 05391 KMW 45449 b

AN ACT concerning local government.

Be it enacted by the People of the State of Illinois,
represented in the General Assembly:

Section 5. The Counties Code is amended by changing Sections 4-2002 and 4-2002.1 and by adding Section 3-4012 as follows:

(55 ILCS 5/3-4012 new)

Sec. 3-4012. Public defender's fees in counties of 3,000,000 or more population. The Cook County Public Defender shall be entitled to a \$2 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for a violation of any provision of the Illinois Vehicle Code or any felony, misdemeanor, or petty offense to discharge the expenses of the Cook County Public Defender's office for establishing and maintaining automated record keeping systems. The fee shall be remitted monthly to the county treasurer, to be deposited by him or her into a special fund designated as the Public Defender Records Automation Fund. Expenditures from this fund may be made by the Public Defender for hardware, software, research, and development costs and personnel related thereto.

(55 ILCS 5/4-2002) (from Ch. 34, par. 4-2002)

Sec. 4-2002. State's attorney fees in counties under 3,000,000 population. This Section applies only to counties with fewer than 3,000,000 inhabitants.

(a) State's attorneys shall be entitled to the following fees, however, the fee requirement of this subsection does not apply to county boards:

For each conviction in prosecutions on indictments for first degree murder, second degree murder, involuntary manslaughter, criminal sexual assault, aggravated criminal sexual assault, aggravated criminal sexual abuse, kidnapping, arson and forgery, \$30. All other cases punishable by imprisonment in the penitentiary, \$30.

For each conviction in other cases tried before judges of the circuit court, \$15; except that if the conviction is in a case which may be assigned to an associate judge, whether or not it is in fact assigned to an associate judge, the fee shall be \$10.

For preliminary examinations for each defendant held to bail or recognizance, \$10.

For each examination of a party bound over to keep the peace, \$10.

For each defendant held to answer in a circuit court on a charge of paternity, \$10.

For each trial on a charge of paternity, \$30.

For each case of appeal taken from his county or from the county to which a change of venue is taken to his county to the Supreme or Appellate Court when prosecuted or defended by him,

\$50.

For each day actually employed in the trial of a case, \$25; in which case the court before whom the case is tried shall make an order specifying the number of days for which a per diem shall be allowed.

For each day actually employed in the trial of cases of felony arising in their respective counties and taken by change of venue to another county, \$25; and the court before whom the case is tried shall make an order specifying the number of days for which said per diem shall be allowed; and it is hereby made the duty of each State's attorney to prepare and try each case of felony arising when so taken by change of venue.

For assisting in a trial of each case on an indictment for felony brought by change of venue to their respective counties, the same fees they would be entitled to if such indictment had been found for an offense committed in his county, and it shall be the duty of the State's attorney of the county to which such cause is taken by change of venue to assist in the trial thereof.

For each case of forfeited recognizance where the forfeiture is set aside at the instance of the defense, in addition to the ordinary costs, \$10 for each defendant.

For each proceeding in a circuit court to inquire into the alleged mental illness of any person, \$10 for each defendant.

For each proceeding in a circuit court to inquire into the alleged dependency or delinquency of any child, \$10.

For each day actually employed in the hearing of a case of habeas corpus in which the people are interested, \$25.

For each violation of the Criminal Code of 1961 and the Illinois Vehicle Code in which a defendant has entered a plea of guilty or a defendant has stipulated to the facts supporting the charge or a finding of guilt and the court has entered an order of supervision, \$10.

State's attorneys shall be entitled to a \$2 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for a violation of any provision of the Illinois Vehicle Code or any felony, misdemeanor, or petty offense to discharge the expenses of the State's Attorney's office for establishing and maintaining automated record keeping systems. The fee shall be remitted monthly to the county treasurer, to be deposited by him or her into a special fund designated as the State's Attorney Records Automation Fund. Expenditures from this fund may be made by the State's Attorney for hardware, software, research, and development costs and personnel related thereto.

All the foregoing fees shall be taxed as costs to be collected from the defendant, if possible, upon conviction. But in cases of inquiry into the mental illness of any person alleged to be mentally ill, in cases on a charge of paternity and in cases of appeal in the Supreme or Appellate Court, where judgment is in favor of the accused, the fees allowed the State's attorney therein shall be retained out of the fines and forfeitures collected by them in other cases.

Ten per cent of all moneys except revenue, collected by them and paid over to the authorities entitled thereto, which per cent together with the fees provided for herein that are not collected from the parties tried or examined, shall be paid out of any fines and forfeited recognizances collected by them, provided however, that in proceedings to foreclose the lien of delinquent real estate taxes State's attorneys shall receive a

fee, to be credited to the earnings of their office, of 10% of the total amount realized from the sale of real estate sold in such proceedings. Such fees shall be paid from the total amount realized from the sale of the real estate sold in such proceedings.

State's attorneys shall have a lien for their fees on all judgments for fines or forfeitures procured by them and on moneys except revenue received by them until such fees and earnings are fully paid.

No fees shall be charged on more than 10 counts in any one indictment or information on trial and conviction; nor on more than 10 counts against any one defendant on pleas of guilty.

The Circuit Court may direct that of all monies received, by restitution or otherwise, which monies are ordered paid to the Department of Healthcare and Family Services (formerly Department of Public Aid) or the Department of Human Services (acting as successor to the Department of Public Aid under the Department of Human Services Act) as a direct result of the efforts of the State's attorney and which payments arise from Civil or Criminal prosecutions involving the Illinois Public Aid Code or the Criminal Code, the following amounts shall be paid quarterly by the Department of Healthcare and Family Services or the Department of Human Services to the General Corporate Fund of the County in which the prosecution or cause of action took place:

(1) where the monies result from child support obligations, not more than 25% of the federal share of the monies received,

(2) where the monies result from other than child support obligations, not more than 25% of the State's share of the monies received.

In addition to any other amounts to which State's Attorneys are entitled under this Section, State's Attorneys are entitled to \$10 of the fine that is imposed under Section 5-9-1.17 of the Unified Code of Corrections, as set forth in that Section.

(b) A municipality shall be entitled to a \$25 prosecution fee for each conviction for a violation of the Illinois Vehicle Code prosecuted by the municipal attorney pursuant to Section 16-102 of that Code which is tried before a circuit or associate judge and shall be entitled to a \$25 prosecution fee for each conviction for a violation of a municipal vehicle ordinance or nontraffic ordinance prosecuted by the municipal attorney which is tried before a circuit or associate judge. Such fee shall be taxed as costs to be collected from the defendant, if possible, upon conviction. A municipality shall have a lien for such prosecution fees on all judgments or fines procured by the municipal attorney from prosecutions for violations of the Illinois Vehicle Code and municipal vehicle ordinances or nontraffic ordinances.

For the purposes of this subsection (b), "municipal vehicle ordinance" means any ordinance enacted pursuant to Sections 11-40-1, 11-40-2, 11-40-2a and 11-40-3 of the Illinois Municipal Code or any ordinance enacted by a municipality which is similar to a provision of Chapter 11 of the Illinois Vehicle Code.

(Source: P.A. 95-331, eff. 8-21-07; 95-385, eff. 1-1-08; 96-707, eff. 1-1-10; 96-1186, eff. 7-22-10.)

(55 ILCS 5/4-2002.1) (from Ch. 34, par. 4-2002.1)
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forfeitures collected by them in other cases.

Ten per cent of all moneys except revenue, collected by them and paid over to the authorities entitled thereto, which per cent together with the fees provided for herein that are not collected from the parties tried or examined, shall be paid out of any fines and forfeited recognizances collected by them, provided however, that in proceedings to foreclose the lien of delinquent real estate taxes State's attorneys shall receive a fee, to be credited to the earnings of their office, of 10% of the total amount realized from the sale of real estate sold in such proceedings. Such fees shall be paid from the total amount realized from the sale of the real estate sold in such proceedings.

State's attorneys shall have a lien for their fees on all judgments for fines or forfeitures procured by them and on moneys except revenue received by them until such fees and earnings are fully paid.

No fees shall be charged on more than 10 counts in any one indictment or information on trial and conviction; nor on more than 10 counts against any one defendant on pleas of guilty.

The Circuit Court may direct that of all monies received, by restitution or otherwise, which monies are ordered paid to the Department of Healthcare and Family Services (formerly Department of Public Aid) or the Department of Human Services (acting as successor to the Department of Public Aid under the Department of Human Services Act) as a direct result of the efforts of the State's attorney and which payments arise from Civil or Criminal prosecutions involving the Illinois Public Aid Code or the Criminal Code, the following amounts shall be paid quarterly by the Department of Healthcare and Family Services or the Department of Human Services to the General Corporate Fund of the County in which the prosecution or cause of action took place:

(1) where the monies result from child support obligations, not less than 25% of the federal share of the monies received,

(2) where the monies result from other than child support obligations, not less than 25% of the State's share of the monies received.

In addition to any other amounts to which State's Attorneys are entitled under this Section, State's Attorneys are entitled to \$10 of the fine that is imposed under Section 5-9-1.17 of the Unified Code of Corrections, as set forth in that Section.

(b) A municipality shall be entitled to a \$25 prosecution fee for each conviction for a violation of the Illinois Vehicle Code prosecuted by the municipal attorney pursuant to Section 16-102 of that Code which is tried before a circuit or associate judge and shall be entitled to a \$25 prosecution fee for each conviction for a violation of a municipal vehicle ordinance prosecuted by the municipal attorney which is tried before a circuit or associate judge. Such fee shall be taxed as costs to be collected from the defendant, if possible, upon conviction. A municipality shall have a lien for such prosecution fees on all judgments or fines procured by the municipal attorney from prosecutions for violations of the Illinois Vehicle Code and municipal vehicle ordinances.

(c) State's attorneys shall be entitled to a \$2 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for a violation of any provision of the Illinois Vehicle Code or any felony, misdemeanor, or petty offense to

discharge the expenses of the State's Attorney's office for establishing and maintaining automated record keeping systems. The fee shall be remitted monthly to the county treasurer, to be deposited by him or her into a special fund designated as the State's Attorney Records Automation Fund. Expenditures from this fund may be made by the State's Attorney for hardware, software, research, and development costs and personnel related thereto.

For the purposes of this subsection (b), "municipal vehicle ordinance" means any ordinance enacted pursuant to Sections 11-40-1, 11-40-2, 11-40-2a, and 11-40-3 of the Illinois Municipal Code or any ordinance enacted by a municipality which is similar to a provision of Chapter 11 of the Illinois Vehicle Code.

(Source: P.A. 95-331, eff. 8-21-07; 96-707, eff. 1-1-10; 96-1186, eff. 7-22-10.)

Effective Date: 6/1/2012