

## MARION COUNTY FULL BOARD MEETING

### MINUTES

Tuesday, November 25, 2025

6:30 P.M.

Marion County Courthouse, Room 302

Meeting convened at 6:30 P.M. with Steve Whritenour, Marion County Board Chairman, leading the Pledge of Allegiance to the Flag.

Invocation presented by Wayne Walker.

Roll Call taken by Lori Linder, Marion County Board Secretary. Present were Tracy Murray, Sharon Woodward, Dr. Mike Douglas, Jack Riley, Deb Reed, Tim McCance, Josh Dunahee, Steven Whritenour, Cody Rose, Chris Krupp, Adam Smith, and David Iossi. Absent was Brock Waggoner, Judith Meeks-Hakim, and Debbie Smith.

RECOGNITION OF GUEST: See attached list.

#### THOSE WHO WISH TO ADDRESS THE BOARD

Judge George Lackey addressed the Marion County Veteran's Assistance Commission. He had questions and comments regarding the funding for the program. Marion County Board Chairman Steve Whritenour conveyed that a representative from Bellwether, LLC is present to discuss the Marion County FY 2026 Levy, and he may be able to answer Judge Lackey's questions.

Next, Courtney Beal, Marion County 4-H Youth Development Program Coordinator shared a brief description of the County's 4-H organization. Two members of the Team Leadership Program shared their experiences while participating in 4-H. They expressed gratitude for the Board's support by providing Thank You cards and 4 leaf clover cookies to the Board Members.

Guest Kristy Barton was not in attendance to address her issues with the Marion County Animal Control.

#### MARION COUNTY BOARD CHAIRMAN STEVE WHRITENOUR

Marion County Board Chairman Steve Whritenour began by introducing Dustin Harmon, Bellwether, LLC. A PDF copy of Mr. Harmon's slide presentation was provided to each Board Member prior to this evening's Meeting (see attachment). Mr. Harmon presented detailed information regarding the categories of the Marion County Tax Levy. A thorough discussion transpired. Responses were given to all questions and concerns.

The revised copy of Ordinance 2025-14: Countywide Appointments was not received prior to this evening's meeting; therefore, it was not addressed.

Following, Board Chairman Mr. Whritenour announced that the proposal of forming a Marion County Economic Board will be further discussed in the near future. In addition, he shared the benefits for this proposition.

Next, Marion County Board Chairman Steve Whritenour announced the Illinois Department of Revenue figures.

	<u>2025</u>	<u>2024</u>
¼%	\$103,790.57	\$89,971.92
1%	\$66,771.00	\$41,387.58

Appointments:

Board Chairman Mr. Whritenour addressed the correspondence from Marion County 911 Coordinator Stacey Arenas recommending the reappointment of Chris Locke to the Marion County Emergency Telephone System Board for a 4-year term. Adam Smith made a Motion to reappoint Chris Locke to the Marion County Emergency Telephone System Board for a 4-year term and was seconded by David Iossi. Voice Vote: 9 ayes – 3 nays (Dr. Mike Douglas, Josh Dunahee, and Cody Rose). Motion passed.

Board Chairman Mr. Whritenour addressed the correspondence from Marion County 911 Coordinator Stacey Arenas recommending the reappointment of Jeff Day to the Marion County Emergency Telephone System Board for a 4-year term. Tracy Murray made a Motion to reappoint Jeff Day to the Marion County Emergency Telephone System Board for a 4-year term and was seconded by Adam Smith. Voice Vote: 9 ayes – 3 nays (Dr. Mike Douglas, Josh Dunahee, and Cody Rose). Motion passed.

Board Chairman Mr. Whritenour addressed the correspondence from Marion County 911 Coordinator Stacey Arenas recommending the reappointment of Tyler Rose to the Marion County Emergency Telephone System Board for a 4-year term. Adam Smith made a Motion to reappoint Tyler Rose to the Marion County Emergency Telephone System Board for a 4-year term and was seconded by Tracy Murray. Voice Vote: 9 ayes – 3 nays (Dr. Mike Douglas, Josh Dunahee, and Cody Rose). Motion passed.

Board Chairman Mr. Whritenour addressed the correspondence from Marion County Sheriff Kevin Cripps recommending the reappointment of David Hiltibidal (Undeclared) to the Marion County Merit Commission for an additional 4-year term. Sharon Woodward made a Motion to reappoint David Hiltibidal to the Marion County Merit Commission for an additional 4-year term and was seconded by David Iossi. Voice Vote: 9 ayes – 3 nays (Dr. Mike Douglas, Josh Dunahee, and Cody Rose). Motion passed.

Board Chairman Mr. Whritenour addressed the correspondence from Marion County Sheriff Kevin Cripps recommending the reappointment of David Black (Republican) to the Marion County Merit Commission for an additional 4-year term. Sharon Woodward made a Motion to reappoint David Black to the Marion County Merit Commission for an additional 4-year term and was seconded by Jack Riley. Voice Vote: 9 ayes – 3 nays (Dr. Mike Douglas, Josh Dunahee, and Cody Rose). Motion passed.

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Appointments – Continued:

Board Chairman Mr. Whritenour addressed the correspondence from Marion County Sheriff Kevin Cripps recommending the reappointment of Albert Gallatin (Republican) to the Marion County Merit Commission for an additional 6-year term. Adam Smith made a Motion to reappoint Albert Gallatin to the Marion County Merit Commission for an additional 6-year term and was seconded by Sharon Woodward. Voice Vote: 9 ayes – 3 nays (Dr. Mike Douglas, Josh Dunahee, and Cody Rose). Motion passed.

Board Chairman Mr. Whritenour addressed the correspondence from Marion County Housing Authority recommending the reappointment of Nancy Lackey to the Marion County Housing Board Commission for an additional term to expire on 12/31/30. Adam Smith made a Motion to reappoint Nancy Lackey to the Marion County Housing Board Commission for an additional term to expire on 12/31/30 and was seconded by David Iossi. Voice Vote: 9 ayes – 3 nays (Dr. Mike Douglas, Josh Dunahee, and Cody Rose). Motion passed.

Board Chairman Mr. Whritenour addressed the correspondence from Marion County Housing Authority recommending the reappointment of Ray Bowers to the Marion County Housing Board Commission for an additional term to expire on 12/31/30. Deb Reed made a Motion to reappoint Ray Bowers to the Marion County Housing Board Commission for an additional term to expire on 12/31/30 and was seconded by Tracy Murray. Voice Vote: 9 ayes – 3 nays (Dr. Mike Douglas, Josh Dunahee, and Cody Rose). Motion passed.

Prior to the Veteran Assistance Commission, Deb Reed questioned the “nay” voters’ response. They verified that it was due to Ordinance 2025-14 not being in effect.

VETERANS ASSISTANCE COMMISSION

There was nothing new to report.

APPROVAL OF MINUTES

David Iossi made a Motion to approve the Full Board Meeting Minutes dated October 28, 2025 (Open Session) and was seconded by Cody Rose. Voice Vote: All ayes – No nays. Motion passed.

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REPORTS FROM STANDING COMMITTEES

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FINANCE COMMITTEE: CHAIRMAN CHRISTOPHER KRUPP:

Finance Committee Chairman Christopher Krupp was remotely attending the Meeting; therefore, Board Chairman Steve Whritenour addressed the Committee’s section.

Finance Committee – Continued:

Chairman Steve Whritenour began by entertaining an Omnibus Motion to approve Resolutions 2025-63 thru 2025-107. Tracy Murray made the Motion and was seconded by Deb Reed. Following, a thorough discussion regarding the Resolutions occurred. In addition, Judge George Lackey was allowed to share information with respect to the Delinquent Tax Sales procedure. Tracy Murray cancelled his previous Motion and made a Motion to Table the Omnibus Resolutions to obtain additional information from the Board's Legal Counsel and was seconded by David Iossi. Voice Vote: All ayes – No nays. Motion passed.

Lastly, Chairman Mr. Whritenour conveyed that an extension letter was approved regarding the FY 2024 Audit. Bellwether is anticipating that the completion of the FY 2024 Audit will be in December, 2025.

BUDGET COMMITTEE – CHAIRMAN BROCK WAGGONER:

Budget Committee Chairman Brock Waggoner was absent. Board Chairman Steve Whritenour stated that the FY 2026 Budget was passed and is currently laying for the 15-day period. The final approval is anticipated to take place on Friday, November 28, 2025 at 3:00 P.M. at a Special Full Board Meeting. Board Member Josh Dunahee voiced his opinions with the Safety Tax Fund and the recommendations from the Property Evaluations and Advisors, LLC Assessment Study. Board Member Adam Smith expressed his thoughts regarding appraisals and how they may have affected the findings. Mr. Dunahee and Marion County Sheriff Kevin Cripps continued with their comments concerning the utilization of the Safety Tax Fund. A thorough discussion transpired. After questioning from Board Member Sharon Woodward, Chairman Steve Whritenour verified that he has spoken with Marion County Supervisor of Assessments Mark Miller, and he will be providing a response to the Study at a Meeting in December, 2025. Next, Dr. Mike Douglas made a "Motion to take money out of the Safety Tax Fund and earmark it for" (Josh Dunahee stated the amount of \$1,051,500.00) "that amount out of the Safety Tax and earmark it to fix the Assessor's Office" and was seconded by Josh Dunahee. An additional discussion occurred, including conversations regarding the FY 2026 Levy and information from Dustin Harmon, Bellwether. Dr. Mike Douglas made an Amended Motion to take out \$750,000.00 out of the Jail General Fund line item and transfer to Public Safety Tax new line item, Correctional Officers and add \$750,000.00 into the County Board Budget new line item, Professional Services to help with the re-assessment of commercial properties in Marion County and was seconded by Josh Dunahee. Roll Call Vote: 8 ayes – 4 nays (Sharon Woodward, Jack Riley, Tim McCance, and Adam Smith). Motion passed. An updated FY 2026 Budget will be provided by Bellwether for final approval at the Friday, November 28, 2025 Special Full Board Meeting.

INSURANCE COMMITTEE – CHAIRMAN DAVID IOSSI:

Insurance Committee Chairman David Iossi stated that there was nothing new to report.

BUILDING & HISTORICAL COMMITTEE – CHAIRWOMAN DEBORAH REED:

Building & Historical Committee Chairwoman Deb Reed began by announcing that the Marion County Public Service Building roof replacement project has been completed. Next, she shared that an invoice (\$3,800.00) for the update of the Marion County Website had been paid with monies available from the Cyber Network Security line item in the FY 2025 Budget.

LAW ENFORCEMENT COMMITTEE: CHAIRWOMAN SHARON WOODWARD:

Law Enforcement Committee Chairwoman Sharon Woodward began by allowing Marion County Sheriff Kevin Cripps to present his monthly report. He provided a written report (see attachment) and reviewed the information. Continuing, Sheriff Cripps stated that he is currently in negotiations with the Federal Government regarding a fee increase for the housing of Federal inmates. He is anticipating having a resolution within the next 60 days to relay to the Board.

Next, Sheriff Cripps addressed the MOU – Downstate Major Case Squad Intergovernmental Criminal Justice Service Assistance Agreement (see attachment). He expressed the importance of joining the Major Case Squad and approving the MOU. Cody Rose made a Motion to approve the MOU – Downstate Major Case Squad Intergovernmental Criminal Justice Service Assistance Agreement and was seconded by Steve Whritenour. A brief discussion transpired with responses to questions and concerns. Voice Vote: All ayes – No nays. Motion passed.

Prior to Marion County Coroner Claude Howell presenting his monthly report, he communicated that the Illinois Coroner Medical Examiners Association has a similar state wide mutual aid agreement. He reiterated the importance of having these types of services available for the County. He proceeded by stating that there have currently been 29 deaths in the month of November, but continued with the full monthly report from October, 2025. There was a total of 27 deaths; 7 related to Cancer, 19 other, and 1 suicide. This included 5 cancer related cases, 21 other (1 pending toxicology results), and 1 suicide. In conclusion, he shared his gratitude for being the Marion County Coroner. Board Member Adam Smith commended Coroner Howell with others in agreement.

Following, Marion County ESDA Coordinator Sherri Barter conveyed that there was nothing new to report due to this being the Agency's slow season. Several volunteers were present, and she commended them for their work during the last year. A Christmas party is scheduled for December 20, 2025 at 6:00 P.M. at the ESDA Office to show them her appreciation.

In conclusion, 911/ESDA Committee Liaison Cody Rose conveyed that he had spoken to Mrs. Barter, and she provided an update on the oil spill in Marion County. All necessary reports have been filed. He stated that a list of training courses for County EMA partner agencies was included in the Full Board Meeting packet.

Prior to the County & Community Committee's report, Board Chairman Steve Whritenour addressed the topic of the reconstruction of Marion County ESDA. He relayed that he had spoken with Mrs. Barter, the City of Salem, and the City of Centralia regarding the consideration of forming a County-wide EMA. A brief explanation of its benefits were given. Further discussions will be taking place and additional information will be provided in the future.

COUNTY & COMMUNITY COMMITTEE: CHAIRMAN TRACY MURRAY:

County & Community Committee Chairman Tracy Murray conveyed that Ken Ferguson, Marion County Animal Control Administrator was not able to attend tonight's meeting. Committee Chairman Mr. Murray stated that 4 adoptions took place during the month, and Marion County Animal Control is continuing to use The Barking Lot for housing until the end of December, 2025.

Under New Business, Chairman Mr. Murray entertained a Motion to approve the Notice of Marion County Board Meetings – 2026. Sharon Woodward made the Motion and was seconded by Dr. Mike Douglas. Voice Vote: All ayes – No nays. Motion passed.

The next item, Christmas Gift Certificates (Farm Fresh Market) for the Marion County Employees (part-time \$25.00 and full time \$50.00) was briefly discussed. Sharon Woodward made a Motion to approve the Christmas Gift Certificates and was seconded by David Iossi. Roll Call Vote: 11 ayes – 1 nay (Josh Dunahee). Motion passed.

Following, Committee Chairman Mr. Murray stated that a packet had been received from Trajectory Energy Partners-Cervine Solar, LLC regarding the 2MWac Community Solar Project. A representative from the company had presented the project's information to the Committee at its previous meeting and was forwarded to the Full Board for approval to send the application to SKS Engineers. Jack Riley made the Motion and was seconded by David Iossi. Roll Call Vote: 11 ayes – 1 nay (Adam Smith). Motion passed.

Lastly, Board Chairman Steve Whritenour provided information regarding the purchase of a Marion County Animal Control Facility. He extended gratitude to the City of Salem with respect to the options regarding their facility, but unfortunately this possibility did not work out. He continued by relaying that he had met with the new City Manager of Centralia, Galen Mahle to discuss proposed opportunities with the Centralia Humane Society and led to an option of purchasing their facility. A detailed discussion transpired regarding this alternative. Chairman Mr. Whritenour conveyed that he is in the process of composing a Memorandum of Understanding for use of the facility prior to its purchase due to the contract with The Barking Lot expiring on December 31, 2025. Additional conversations and interviews will be occurring and that information will be provided in the near future.

Sub-Committee Codification: Brock Waggoner

Sub Committee Chairman Brock Waggoner was absent, but County & Community Chairman Mr. Murray had received a notification that stated "American Legal Publishing has received the paperwork and the County is in their editing queue."

Sub-Committee Broadband:

Nothing new to report.

ROAD & BRIDGE COMMITTEE: CO-CHAIRMEN: ADAM SMITH & TIMOTHY MCCANCE

Road & Bridge Committee Co-Chairman Adam Smith began by allowing Marion County Highway Engineer Alex Kreke to present his report. Mr. Kreke provided a written report (see attachment) prior to the Full Board Meeting which was included in the Packet. He reviewed the items included in the report.

Road & Bridge Committee – Continued:

Next, he shared information with respect to the motives for Resolution 2025-108: Amending the 2025 County Highway Budget (Senior Technician Salary) and Resolution 2025-109: County Federal-Aid Matching Tax Fund.

Following, Josh Dunahee made a Motion to approve Resolution 2025-109 to move \$8,260.00 from the Contingencies General Fund to the Federal-Aid Match Reimbursement Fund to have access to \$528,745.00 and was seconded by Cody Rose. A brief discussion transpired prior to the Roll Call Vote. Roll Call Vote: All ayes – No nays. Motion passed.

Tracy Murray made a Motion to approve Resolution 2025-108: Amending the 2025 County Highway Budget (Senior Technician Salary) and was second by Sharon Woodward. Prior to Roll Call Vote, Engineer Mr. Kreke responded to questions from Board Member Cody Rose. Roll Call Vote: 11 ayes – 1 nay (Cody Rose). Motion passed.

PERSONNEL/LABOR RELATIONS COMMITTEE: CHAIRMAN: ADAM SMITH

Personnel/Labor Relations Committee Chairman Adam Smith entertained a Motion to approve the Committee Meeting Minutes dated October 28, 2025 (Open Session). David Iossi made the Motion and was seconded by Adam Smith. Voice Vote: All ayes – No nays. Motion passed.

LIQUOR LICENSE COMMITTEE – STEVE WHRITENOUR

No Liquor Licenses were renewed.

REPORTS FROM SPECIAL COMMITTEES:

911

Marion County Board Representative Steven Whritenour stated that there was nothing new to report.

708 MENTAL HEALTH BOARD

Marion County Board Representative David Iossi stated that the next Meeting is scheduled for December 4, 2025 at 5:30 P.M. at the Alternative Learning Center in Centralia. Marion County Board Chairman Steve Whritenour announced he appointed Kenya Loyd to fill a vacancy on the 708 Mental Health Board.

MARION COUNTY HEALTH DEPARTMENT

Marion County Board Representative Dr. Mike Douglas stated that the next Meeting is on December 16, 2025 at 7:00 P.M. at the Salem Health Department.

SCIRPD

Marion County Board Chairman Steve Whritenour stated that Cody Rose has been appointed as an additional Marion County Board Representative for the SCIRPD Board.

MARION COUNTY HOUSING AUTHORITY

Marion County Board Representative Chris Krupp stated that a meeting was not conducted during the month.

Reports from Special Committees – Continued:

WIB (WORKFORCE INVESTMENT BOARD)

Marion County Board Representative Debbie Smith Was absent; therefore, no report was given.

ENTERPRISE ZONE

Marion County Board Representative Adam Smith stated that a meeting was cancelled due to no Quorum.

BCMW

Marion County Board Representative Adam Smith stated that the next meeting is scheduled for some time in December, but is unaware of the date.

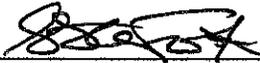
Nothing further to come before the Board, Chairman Mr. Whritenour entertained a Motion to adjourn with mileage and per diem. Sharon Woodward made the Motion and seconded by David Iossi. Roll Call Vote: All ayes – No nays. Motion passed.

The next Meetings are a Special Full Board Meeting on Friday, November 28, 2025 at 3:00 P.M. and a Full Board Meeting scheduled for Tuesday, December 23, 2025 at 6:30 P.M.

Time: 9:18 P.M.

Approved: ✓

Date: 2-10-26

  
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Steve Fox, Marion County Clerk and

11-25-25

# Full Board Meeting

## Guests

Edna A. Mann  
Bert Mann

L. C. S.

Jim Wells

John Henry

Dustin Harman

Colleen Miseldrook

Ashley Rose

Randy Hempen

Leslie Aburgain

Wayne L. Walth

Alexis Morse

Auti Gilles

Hallie Borcharding

Levi Borcharding

Matt & Sue Heldbroets

Jeff Lee

Jeanne Dunahoe

Steven Samuel

7/1/2014  
Richard Green  
Shawnda Weimer  
Merrill Dumakey  
Patrick Watson  
Dakota Hirsch  
Shirley Batten M.C. ESDA  
Mary Reed

# MARION COUNTY ILLINOIS

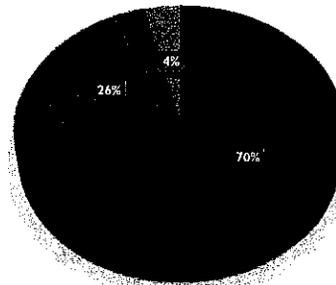
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NOVEMBER 25, 2025

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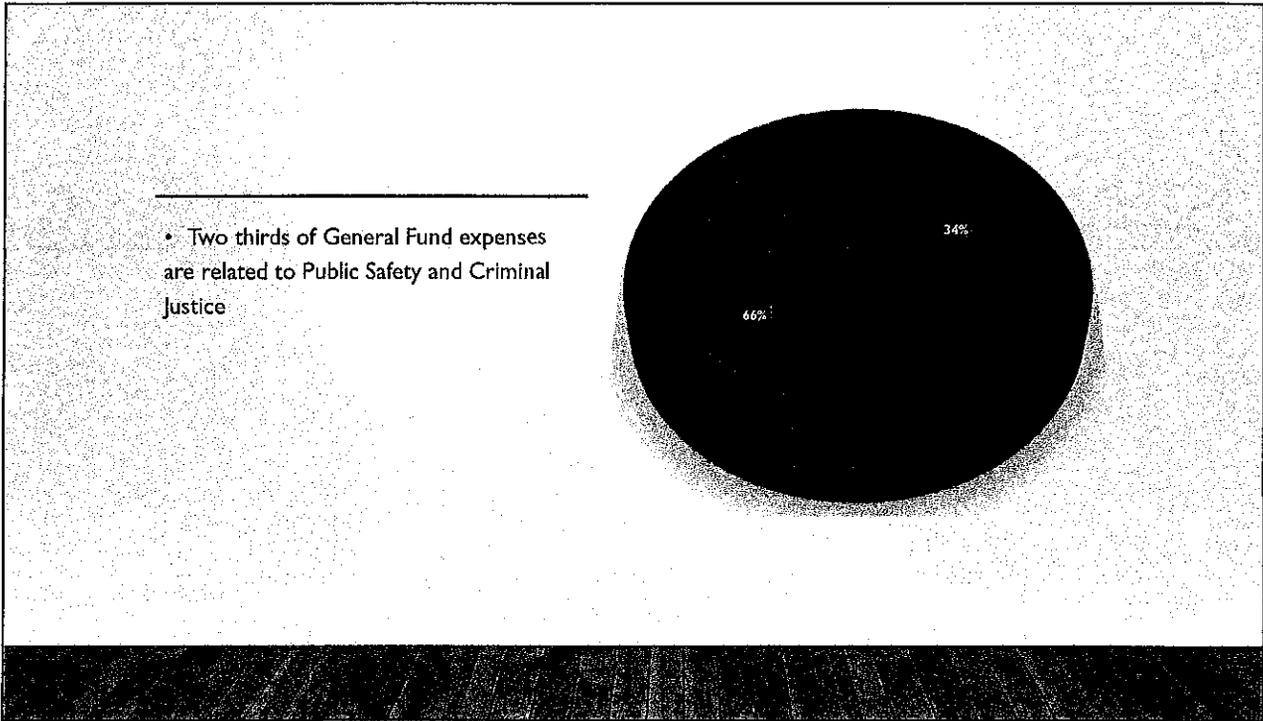
## COUNTY LEVIES FALL INTO THREE BROAD CATEGORIES

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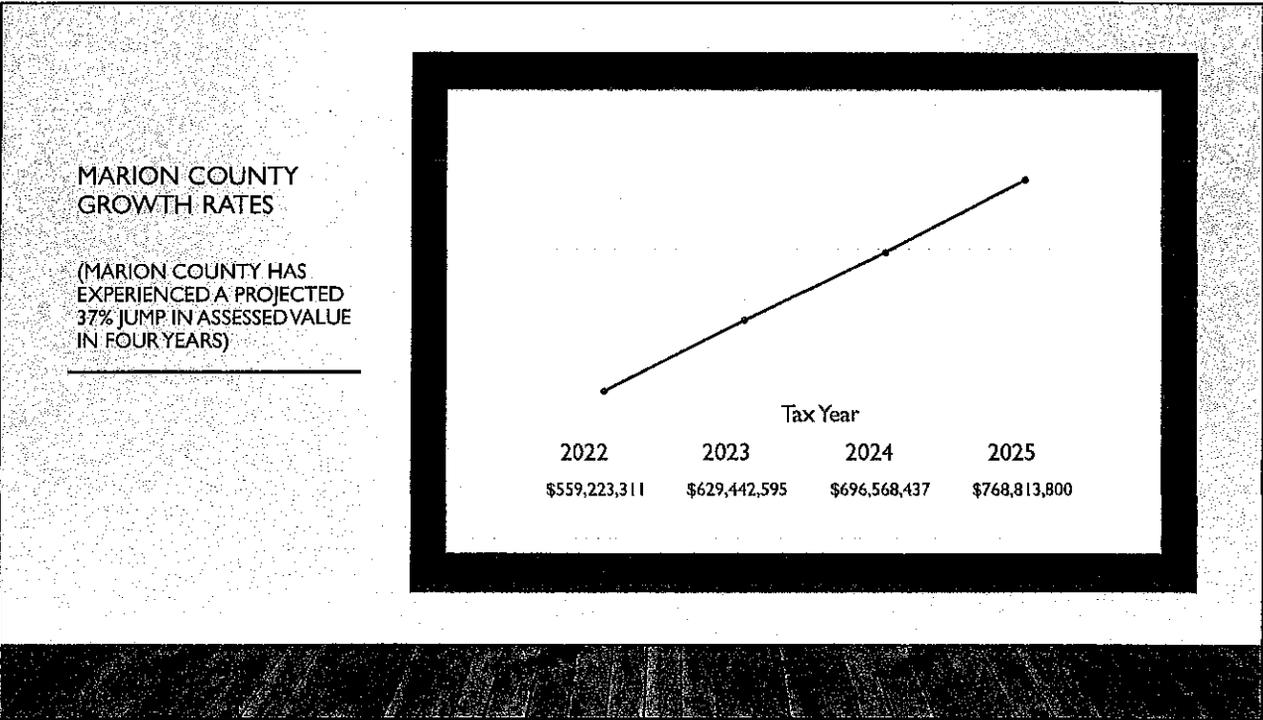


Operations	Highway	Health Services
75%	26%	4%

2



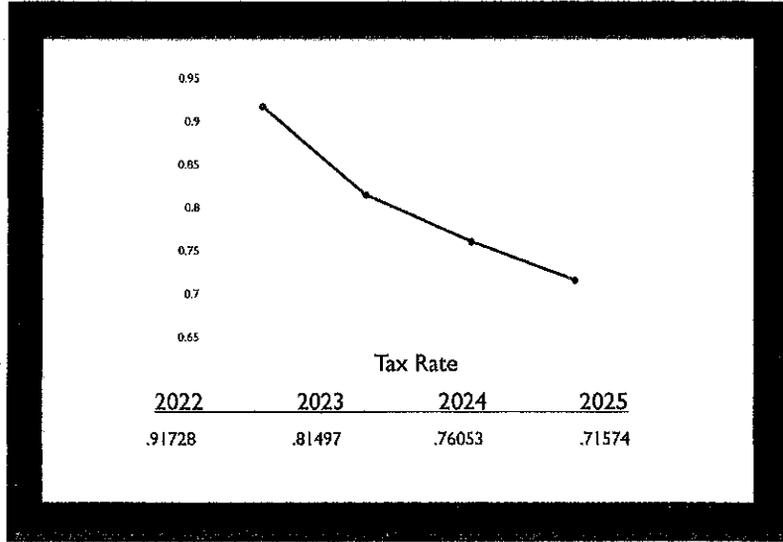
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4

**MARION COUNTY TAX RATE HAS REDUCED DRAMATICALLY**

(EAV GROWTH RATE 37% OUTPACES GROWTH TO EXTENSION)



5

**MARION COUNTY IS JUST ONE TAXING BODY THAT MAKES UP YOUR PROPERTY TAX BILL**

**Other Taxing Bodies**

- County
- Municipal
- Township
- Township Road and Bridge
- Fire Districts
- Hospital Districts
- School Districts
- Cemetery
- Library Districts
- Tif Districts
- Park Districts
- Mosquito Abatement Districts
- Forest Preserve Districts
- Airport District

6

# OFFICE OF THE SHERIFF



**SHERIFF KEVIN CRIPPS**  
MARION COUNTY, ILLINOIS

Dear Marion County Board,

11/25/25

From 10/28/2025 to 11/25/2025, the Marion County Sheriff's Office handled:

1490 Calls for Service (average 51 calls per day)  
62 Prisoners transported  
102 Inmates booked into the jail  
6318 Meals prepared and served at an average cost of \$2.04 each.

*As of today, 11/25/2025, we have 73 inmates and 35 federal inmates, 3 Juveniles.*

## COURTHOUSE AND JAIL BUILDING UPDATES

Nothing new this month

Hope you all have a great meeting.

A handwritten signature in black ink, appearing to read "Kevin Cripps", is written over a horizontal line.

Sheriff Kevin W. Cripps

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANCE AGREEMENT**

**COPY**

**Recitals**

This Intergovernmental Criminal Justice Service Assistance (ICJSA) Agreement is executed, in multiple counterparts, by the public agency shown upon last page hereof on the date that is set forth on the last page of this (ICJSA) for the uses and purposes set forth herein.

Whereas, the undersigned public agency of the state of Illinois does hereby declare that it is in the best interest of the signatory public agency to make provision for policing mutual aid in the event the undersigned public agency should need policing mutual aid, and;

Whereas, the undersigned public agency of the State of Illinois recognizes that policing mutual aid is most effective if those public agencies who could potentially benefit from policing mutual aid are willing to provide policing mutual aid to other public agencies who are willing to enter into a mutual aid agreement such as this Intergovernmental Criminal Justice Service Assistance (ICJSA) Agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as criminal justice mutual aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), Sheriff-Conservator of the Peace (55 ILCS 5/3-6021), Sheriff-Posse Comitatus (55 ILCS 5/3-6022), Sheriff-Supervisor of Safety (55 ILCS 5/3-6036), the Illinois Intergovernmental Cooperation Act (5 ILCS 2020/1 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), and;

Whereas, in order to have an effective policing mutual aid system, it is reasonable and desirable to have a third-party entity that can support, centralize, coordinate and organize the provision of policing mutual aid by and among signatory public agencies to the Intergovernmental Criminal Justice Service Assistance (ICJSA) Agreement, and;

Whereas, this ICJSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or policing personnel of a given public agency; each public agency which signs a copy of this ICJSA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agencies resources, equipment and/or criminal justice personnel to the requesting public agency as circumstances permit and in accordance with the terms of this ICJSA; the specific intent of this ICJSA being to safeguard the lives, persons and property of citizens of the Downstate Region of the State of Illinois during an emergency, policing need, or disaster by enabling other public agencies to provide additional resources, equipment and/or policing personnel as needed and;

Whereas all units of local government signing this Agreement shall be referred to herein as Participating Agencies.

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

Now, therefore, the undersigned public agency does hereby enter into this ICJSA with each and every other public agency which signs a counterpart copy of this ICJSA and agrees and contracts as follows:

**Section 1. Incorporation of Recitals.**

The foregoing Recitals are incorporated herein and shall constitute material elements of this ICJSA Agreement.

**Section 2. Purpose.**

Participating Agencies recognize that in certain situations the lawful use of policing personnel and equipment to perform criminal justice duties outside of the territorial limits or jurisdiction of that unit of local government is desirable and reasonable in order to promote the preservation and protection of the health, safety and welfare of the public.

**Section 3. Power and Authority.**

**A. Rendering and Requesting Aid.**

1. Each Participating Agency agrees that all other Participating Agencies and their employees rendering aid or assistance under this agreement shall be vested with the same jurisdictional powers and authority as the Participating Agency and its employees to which they are rendering aid or assistance. Each "Participating Agency" approving this ICJSA Agreement agrees to render and request mutual policing personnel, equipment, resources and facilities ("Resources") to and from other Participating Agencies to the extent such Resources not required for adequate protection of the Participating Agency. The discretionary judgment of each Participating Agency, by its agency head or their designee, as to the amount of its resources available to render aid shall be final.

**B. Command and Employment.**

1. Law enforcement personnel of a Participating Agency commanded by their superior authority to perform duties under this ICJSA Agreement within the jurisdiction of a requesting Participating Agency shall be under the direction and authority of the agency head, or their designee, of the requesting Participating Agency. However, at all times such policing personnel from a responding Participating Agency shall remain employees of the responding Participating Agency and such Agency shall be solely responsible for all compensation, benefits, and insurance coverages owed such employees.

**C. Reimbursement.**

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

1. Except as otherwise agreed to in writing between a requesting and responding Participating Agency, all Resources provided under this ICJSA Agreement shall be provided without reimbursement to the responding Participating Agency from the requesting Participating Agency.

**D. Withdrawal or Termination:**

1. Any Participating Agency may withdraw or terminate its participation in this Agreement upon sixty (60) day written notice to Chairman of the Board of Directors. All annual fees payable to DMCS shall be paid prior to the effective date of withdrawal or termination and shall not be refunded or prorated: the obligation being annual regardless of the date of withdrawal or termination.

**E. MERIT Member Termination.**

1. The Chairman may terminate a Participating Members membership in DMCS upon 60 days written notice to the Participating Member of its failure or refusal to pay its annual fees. If a Participating Agency becomes a Requesting Participating Agency before the expiration of the 60 days it shall be obligated to pay DMCS the full annual fee for that year.

**F. Dissolution.**

1. The Board of Directors may vote to dissolve the DMCS Organization in accordance with the provisions stated herein. Dissolution may be considered at a regular meeting or special meeting called for consideration of the dissolution. A quorum of the Board of Directors must be in attendance at any regular or special meeting at which dissolution is considered. Dissolution must be approved by a two-thirds vote of the directors in attendance. All participating agencies shall be given fourteen days' notice of the meeting date where the dissolution vote is on the agenda. Dissolution will not become effective until 90 days from the date the Resolution of Dissolution is adopted. The Chairman will immediately notify all members of the DMCS of the dissolution. The Chairman shall be authorized to effect the dissolution of the DMCS organization upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the DMCS organization.

**Section 4. Insurance and Indemnification.**

**A. Insurance.**

1. Each Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency, its

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

- a. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- b. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- d. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
- e. The above listed minimum amounts of coverage shall not apply to self-insured Agencies.

**B. Indemnification.**

1. Each Participating Agency agrees that it shall be responsible for defending itself and indemnifying its own employees in any action or dispute arising in connection with, or as a result of, this ICJSA Agreement bought by non-party's to the Agreement. The requesting Participating Agency also agrees that this ICJSA Agreement shall not give rise to any liability or responsibility for the failure of any other Participating Agency to respond to any request for assistance.

**C. Reciprocal waiver and release.**

1. Except as provided in subsection D of this Section 4, each Participating Agency hereby waives, releases, and discharges all other Participating Agency's from any and all claims, actions, causes of action, injuries, deaths, costs or expenses resulting from any actionable error or omission of that Participating Agency in its performance of this Agreement at the request of a requesting Participating Agency.

**D. Defense.**

**DOWNSTATE MAJOR CASE SQUAD  
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE  
ASSISTANTANCE AGREEMENT**

1. In the event that the Downstate Major Case Squad (DMCS) is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Participating Agency requesting aid shall be responsible, at its sole cost, for the defense of DMCS in such lawsuit, claim or action.

**Section 5. Downstate Major Case Squad (DMCS)**

A. Authority.

1. The Downstate Major Case Squad (DMCS) shall carry out the mutual aid roles and responsibilities of the Participating Agencies and is not a separate, independent public agency under 5 ILCS 220/2. All Participating Agencies shall be members of the DMCS. The DMCS shall be governed by Board of Directors that shall be responsible for developing bylaws, rules, and regulations to carry out the terms and conditions of this ICJSA Agreement provided such rules and regulations are not inconsistent with the terms of this ICJSA Agreement. Participating Agencies agree to abide by all rules and regulations properly adopted and approved by the DMCS Board of Directors. Each Participating Agency agrees not to hold itself out as an agent of the DMCS and will instruct each of its employees that they are not to hold themselves out as employees or agents of the DMCS.
2. A copy of DMCS's initial by-laws are attached hereto and incorporated herein as if fully set forth a group exhibit 1. The by-laws may be amended by DMCS's Board of Directors, without amendment of this Agreement in accordance with the terms of those by laws, except that amendments to the by-laws which increase DMCS's budget and result in a request to a Participating Agency for an increased payment shall not become effective until approved in the sole discretion of the corporate authorities of the Participating Member. If the Corporate Authorities of a Participating Member refuse or fail to pay a budget obligation to DMCS, the Chairman shall proceed with termination as Set forth in Section 3 E.

B. Board of Directors.

1. The makeup of the DMCS Board of Directors shall be defined by the Board's established and ratified by laws.

**Section 6. Effective Date and Term.**

This ICJSA Agreement shall become effective upon its adoption by at least two agreeing Sheriffs, who agree to be Participating Agencies. Other agencies may join, according to whatever procedures they are bound by, to become a Participating

**DOWNSTATE MAJOR CASE SQUAD  
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ASSISTANTANCE AGREEMENT**

Agency and approve this ICJSA Agreement. Upon local adoption of the ICJSA Agreement, and approval of the DMCS Board of Directors, a unit of local government shall be deemed a Participating Agency. Approval by the Board of Directors for an applying agency shall not be unreasonably withheld.

**Section 7. General Conditions.**

A. Amendment.

1. No amendment or modification to this ICJSA Agreement shall be effective unless and until the amendment or modification is in writing and properly approved by each Participating Agency.

B. Binding Effect and Assignment.

1. The rights and obligations in this ICJSA Agreement bind the Participating Agencies and may not be assigned or transferred.

C. Third Party Beneficiary.

1. There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be interpreted or deemed to constitute a waiver or compromise of any and all statutory or common law immunities or privileges available to Participating members, their employees, agents and assigns, which are asserted by all Participating Members to the full extent allowed by law.

D. Governing Laws and Venue.

2. This ICJSA Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The exclusive venue for the enforcement of the provisions of this ICJSA Agreement or its construction or interpretation shall be in a court of law located in Mt. Vernon, Jefferson County, Illinois.

E. Entire Agreement.

1. This ICJSA Agreement constitutes the entire agreement between the Participating Agencies and supersedes all prior agreements and negotiations between them, whether written or oral relating to the subject matter of this ICJSA Agreement.

F. Waiver.

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1. The failure of a Participating Agency to exercise at any time any rights under this ICJSA Agreement shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a Participating Agency's right to enforce such rights or any other rights.

**SIGNATURE PAGES ATTACHED**

**DOWNSTATE MAJOR CASE SQUAD  
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ASSISTANTANCE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year above written.

(GOVERNING BODY WITH IGA AUTHORITY FOR CRIMINAL JUSTICE MUTUAL AID)

By:

\_\_\_\_\_  
(Printed Name-Signature) Date \_\_\_\_\_  
(TITLE-Head of Participating Agency)

\_\_\_\_\_  
(Printed Name-Signature) Date \_\_\_\_\_  
(TITLE-County/City/Village Head-If required by jurisdiction)

Attest:

\_\_\_\_\_  
(Printed Name-Signature) Date \_\_\_\_\_  
(Clerk of Village, City, or County or States Attorney)

**DOWNSTATE MAJOR CASE SQUAD (DMCS)**

By:

\_\_\_\_\_  
Chairman of the DMCS Board of Directors Date \_\_\_\_\_

By:

\_\_\_\_\_  
1<sup>st</sup> Vice Chairman of the DMCS Board of Directors Date \_\_\_\_\_

**PARTICIPATING AGENCY:** \_\_\_\_\_

# Road and Bridge Committee

09/09/2025

## Discussion items

- ❖ Equipment
  - Sterling truck Auction \$12,500
  - Trailer on Nove 8<sup>th</sup> bid
- ❖ 2025 Budget
  - Adjusting salaries for Senior Tech line item
    - Vacation payout
- ❖ State Match
  - 2023 Federal aid Match was below .045%
    - .043689% --\$275,003.47
    - Would need to add Roughly .001311% -- \$8,260.00
- ❖ Transit Bailout Legislation
  - SB 2111
    - Road Fund Sweep will be an 85/15 split Northern IL Transit Authority and Down State
    - Road Fund interest 90/10 split
    - Effect after July 1 2026
    - What does this mean?
      - ◆ At this time MFT funding is not affected
    - How will this affect our operations?
      - ◆ Money Originally deposited in the Road Fund account that IDOT manages will be significantly less for down state operations meaning applying for federal assistance for Roads, Bridges, and other projects may be harder to secure.
      - ◆ This could mean it will be on the County so fund more out of pocket costs.