

MINUTES of the LEE COUNTY BOARD MEETING

DECEMBER 19, 2006

BOOK 29 PAGE 197

STATE OF ILLINOIS)
)SS
COUNTY OF LEE)

THE LEE COUNTY BOARD MET ON TUESDAY, DECEMBER 19, 2006 AT 9:00 A.M. AT THE OLD COURTHOUSE IN DIXON.

THE MEETING WAS OPENED WITH A PLEDGE OF ALLEGIANCE LED BY CHAIRMAN SEEBERG.

CLERK NELSON CALLED THE ROLL WITH THE FOLLOWING PRESENT: CHAIRMAN SEEBERG, MEMBERS BINDER, BUCKLEY, CHANDLER, DUNPHY, EISENBERG, D. FARSTER, M. FARSTER, FERRONE, HARRISON, HIGGS, HUMMEL, KETCHUM, LEFFELMAN, MERCER, NICHOLSON, PATZER, POWER, SHIPPERT, STODDARD, TOFTE, TRENT, TRUCKENBROD, TUCKER, WENTLING, WILLIAMS AND WITZLEB. MRS. TAYLOR WAS ABSENT.

THERE WERE NO ANNOUNCEMENTS.

CHAIRMAN SEEBERG ASKED FOR ANY CHANGES OR ADDITIONS FOR THE NOVEMBER MINUTES.

MR. FERRONE ASKED IF THE MINUTES COULD BE MAILED OUT BEFORE THE BOARD DAY?

CLERK NELSON SAID THE MINUTES ARE ALWAYS AVAILABLE IN HER OFFICE ABOUT A WEEK AFTER BOARD. IT WOULD BE EXPENSIVE TO MAIL OUT TO ALL BOARD MEMBERS.

MRS. TAYLOR ARRIVED AT THE BOARD AND WAS MARKED PRESENT.

A MOTION WAS MADE BY MR. MERCER, SECONDED BY MRS. TAYLOR, TO APPROVE THE NOVEMBER BOARD MINUTES AS PRESENTED. MOTION CARRIED.

THERE WERE NO PUBLIC/VISITOR COMMENTS.

THREE ZONING PETITIONS WERE PRESENTED. 06-P-1433 HALICZER - WILLOW CREEK, 06-P-1434 JOHNSON - HAMILTON TWP AND 06-P-1435 JALAPENO PEPES D/B/A HEARTBREAKERS HAMILTON TWP. A MOTION WAS MADE BY MRS. TAYLOR, SECONDED BY MR. HARRISON TO SEND THESE PETITIONS TO THE ZONING BOARD. MOTION CARRIED.

THE FINANCE COMMITTEE REPORT WAS GIVEN BY MR. KETCHUM. HE MADE TWO CORRECTIONS ON HIS COMMITTEE REPORT - \$155,000.00 WAS PUT IN THE HEALTH INS. FUND (NOT \$150,000.00) AND IT HAS GROWN BY APPROXIMATELY \$14,000.00 (NOT \$19,000.00). THESE CORRECTIONS WERE MADE.

THEIR COMMITTEE IS RECOMMENDING TO THE NEGOTIATING COMMITTEE TO HAVE RAISES IN DOLLARS NOT PERCENTAGES.

HE ALSO EXPLAINED THE IMRF REGULAR INFORMATION THAT THE RATE WENT DOWN FROM LAST YEAR 5.17% to 5.12%. THE BIG ONE (POLICE ETC.) WENT UP FROM 15.32% TO 15.91%.

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MR. MERCER STATED HE WAS IN FAVOR OF A DOLLAR AMOUNT RAISE. PERCENTAGES DO NOT WORK FAIRLY, HE SAID.

MRS. TRUCKENBROD CALLED ATTENTION TO THE HEALTHY HIGHLIGHTS (ON FILE) FOR CLARIFICATION ON THE BACK PAGE FOR THE PREMIUMS AND EMPLOYEES CONTRIBUTIONS. THEIR NEXT MEETING IS ON JANUARY 10.

AN INTERGOVERNMENTAL AGREEMENT FOR POLICE DISPATCHING, CALL TAKING AND TELECOMMUNICATIONS SERVICE WAS INTRODUCED:

INTERGOVERNMENTAL AGREEMENT
FOR POLICE DISPATCHING, CALL TAKING AND
TELECOMMUNICATIONS SERVICES

12-06-001

THIS AGREEMENT ("Agreement") is made by and between the County of Lee and the Lee County Sheriff, hereinafter collectively referred to as the "County," and the City of Dixon, an Illinois municipal corporation, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, Article VII, Section 10(a) of the 1970 Constitution of the State of Illinois provides that units of local government may jointly contract or otherwise associate to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any powers, function or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law; and

WHEREAS, the parties are entering into this Agreement pursuant to and in accordance with the aforementioned Constitutional and statutory authorities; and

WHEREAS, the City desires to enter into a contract with the County for the furnishing of police dispatching, call taking and telecommunication services within the City; and

WHEREAS, the County desires to provide the police dispatching, call taking and telecommunication services for the City; and

WHEREAS, Sheriff has the responsibility for hiring, retention, supervision, and control of radio dispatch operators and telecommunicators; and

WHEREAS, City has previously entered into an agreement with the County whereby radio dispatch and telecommunication services were provided to the City Police Department by the County; and

WHEREAS, City and County wish to continue the existing arrangement whereby the Sheriff will continue to provide the same radio dispatch, call taking and telecommunication services for the City Police Department; and

WHEREAS, intergovernmental cooperation agreements of this nature are authorized pursuant to Section 10, Article VII of the 1970 Illinois Constitution and the authority granted by the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.).

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein, County and City hereby agree as follows:

1. This Agreement shall be for a five (5) year term, commencing December 1, 2006 and terminating November 20, 2011 at 11:59 P.M. Provided that neither party of this Agreement gives notice at the end of the termination date noted above, this contract shall self-renew for an annual term. However, after the initial five (5) year term expires, either

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2. For all services provided herein, City shall pay to County as follows:

(A) For the first year of this Agreement the sum of \$106,356.00. Said annual amount shall be payable in twelve equal monthly installments of \$8,863.00 each, payable on the first day of each month commencing December 1, 2006 and on the first day of each and every month thereafter during the first year of this Agreement.

(B) The monthly payment for the second year through the fifth year of this Agreement and for each year thereafter shall be equal to the monthly payment for the first year adjusted in accordance with the Revised Consumer Price Index Report-U.S. for all Urban Consumers (all items), (herein otherwise referred to as "Consumer Price Index") published monthly by the U.S. Department of Labor. The payment for the second year and for each year thereafter shall be determined by dividing the monthly payment of \$8,863.00 by the Revised Index Number for the Consumer Price Index for the month of October 2006, which figure is 201.8 and then multiplying that amount by the Index Number for the month of October prior to the commencement of the second year of this Agreement and each subsequent year thereafter. The annual payment for each year shall be made in equal monthly installments.

It is the intention of the parties that the annual payment for each year of this Agreement shall be equivalent to the purchasing power of the annual payment at the commencement of this Agreement and to that end it is agreed that (1) if the title of the above Index is changed, the nearest substitute or equivalent index of the Bureau of Labor Statistics shall be used; (2) if the base is changed from 1982-1984 (equals 100) to another period an adjustment shall be computed to arrive at the same index figure as would be used if the base had not been changed, and (3) if the Index of the Bureau of Labor Statistics is discontinued, an appropriate similar cost of living index shall be used adjusted to arrive as nearly as possible to the same result as if the present Bureau of Labor Statistics Index were in continued existence. In such event the Dun & Bradstreet Index shall be used if applicable but if it is not adaptable then the nearest comparable index shall be used.

3. The County shall furnish, supply, and provide the City with police dispatching and call taking services under the following guidelines:

(A) Sheriff shall continue to provide the City's Police Department with radio dispatch, call taking and telecommunication services twenty-four (24) hours per day each and every day during the term of this Agreement. Said services shall include, but not be limited to:

(i) From 7:00 a.m. to 6:00 p.m. each Monday through Saturday, Sheriff shall have trained telecommunicators answer all telephone calls made to the Dixon Police Department who shall then transfer said calls to the Dixon Police Department, except for 911 calls and all other emergency calls, which Sheriff shall be responsible for dispatching emergency services.

(ii) From (a) Saturday at 6:00 p.m. through Monday at 7:00 a.m., and (b) 6:00 p.m. through 7:00 a.m. of each day of this Agreement, Sheriff shall have trained telecommunicators answer all telephone calls made to the Dixon Police Department and shall then dispatch all Dixon Police personnel in response to said calls. Sheriff acknowledges that during this period City shall not be required to have personnel answer phone calls transferred to the Dixon Police Department.

(iii) Services provide by Sheriff shall include verification of warrants, license checks, monitoring traffic stops, responding to alarms, accidents, and opening and closing of electronic doors.

(iv) The services provided herein shall include, but shall not be limited to, dispatching calls for service, answering 911 calls and non-emergency calls.

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(B) County shall provide all equipment necessary to fulfill its obligations and duties under this Agreement, provided however it shall be the responsibility of the City to use equipment compatible with that used by the County.

4. All County personnel assigned to provide the police dispatching and call taking services shall be members of the Lee County Sheriff's Department and shall operate under the general supervision of the Lee County Sheriff.

5. Notwithstanding anything herein to the contrary, County shall retain control over all matters incidental to the performance of the police dispatching, call taking and telecommunication services provided for herein, including, but not limited to, hiring of personnel, the methods of rendering such services, the level of standards of performance, the discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies. County shall have the sole responsibility for hiring, termination, payment of salaries, wages, benefits, taxes and all other expenses associated with telecommunications personnel. At no time shall any officer, official, or employee of the City undertake to direct any of the assigned personnel as to matters incidental to the performance of police dispatching and call taking services.

6. County agrees to hold City and its officers and agents harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse City and its officers and agents for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of County personnel working under this Agreement.

7. In addition to the payment of the annual fee referred to in paragraph 2 above, City shall make available on an "as needed basis" a room in its new Police and Fire Department Building for use by Sheriff as an emergency use center. Said room shall be used in the event of an emergency or disaster.

8. The parties hereto agree to abide by the requirements of Section 504 of the Federal Rehabilitation Act and will not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

9. In performing the services required of it under this Agreement, Sheriff shall comply with all federal, state and county statutes, ordinances and regulations.

10. This Agreement may not be assigned by either party without the prior consent of the other.

11. If either party fails to perform any of the terms, covenants, agreements or conditions on its part to be performed under this Agreement, and the failure continues for 30 days after notice of said default by the non-defaulting party, this Agreement may be terminated by the non-defaulting party at any time thereafter upon written notice. Provided, however, if any default cannot be reasonably remedied during said 30-day period and if the defaulting party has commenced to remedy the default and is diligently pursuing such remedy, then the defaulting party shall have such additional time as reasonably necessary to remedy the default before this Agreement may be terminated.

12. Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, and delivered to the person to whom the notice is to be given or by certified mail, return receipt, postage prepaid, addressed to such person. The address of County for this purpose shall be Chairman of the County Board, Lee County Courthouse, Dixon, Illinois 61021. Notice to City shall be addressed to City at the Office of Dixon City Clerk, City Hall, Dixon, Illinois 61021.

13. Failure of either party to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

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14. Time is of the essence of this Agreement.

15. The preceding constitutes the entire Agreement and no verbal statements shall supersede any of its provisions. This Agreement may be amended by a mutual agreement executed in the same manner by which this Agreement was executed.

IN WITNESS WHEREOF, the County of Lee, by Resolution duly adopted by the County Board, caused this Agreement to be signed by its Chairman and attested by its Clerk on this 19 day of Dec, 2006.

IN WITNESS WHEREOF, the City of Dixon, by Resolution adopted by the City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk on this _____ day of _____, 2006.

THE COUNTY OF LEE

By: James Seeberg
James Seeberg, Chairman
Lee County Board

ATTEST:

Nancy Nelson
Clerk of the County Board of
the County of Lee, Illinois

LEE COUNTY SHERIFF

By: John R. Varga
Lee County Sheriff

CITY OF DIXON

By: _____
James G. Burke
Mayor of the City of Dixon

ATTEST:

Kathe Swanson
Kathe Swanson, City Clerk
for the City of Dixon, Illinois

A MOTION WAS MADE BY MR. KETCHUM, SECONDED BY MR. HIGGS, TO ACCEPT THIS AGREEMENT.

ASS'T STATE'S ATTORNEY BOLLMAN SAID HE RECOMMENDS THIS FOR APPROVAL AS IT IS PRESENTED TODAY.

CLERK NELSON CALLED THE ROLL: THOSE VOTING AYE: EISENBERG, D. FARSTER, M. FARSTER, FERRONE, HARRISON, HIGGS, HUMMEL, KETCHUM. LEFFELMAN, MERCER, NICHOLSON, PATZER, POWER, SHIPPERT, STODDARD, TAYLOR, TOFTE, TRENT, TRUCKENBROD, TUCKER, WENTLING, WILLIAMS, WITZLEB, BINDER, BUCKLEY, CHANDLER, DUNPHY AND SEEBERG. THOSE VOTING NAY: NONE. MOTION CARRIED.

THE CLAIMS WERE PRESENTED:

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REPORT OF CLAIMS COMMITTEE CLAIMS ALLOWED Date: 12-15-06

DEPT.	OFFICE OR FUND	CLAIM NO.	AMOUNT
01	County Clerk.....	<u>1-5</u>	<u>24603.11</u>
02	Circuit Clerk.....	<u>6-13</u>	<u>1192.87</u>
03	County Treasurer.....	<u>14-20</u>	<u>1501.15</u>
04	Sheriff.....	<u>21-53</u>	<u>35566.06</u>
05	Coroner.....	<u>54-63</u>	<u>6545.50</u>
06	Supt. of Educational Service Region.....	<u>64-71</u>	<u>1857.68</u>
07	State's Attorney.....	<u>72-78</u>	<u>2481.43</u>
08	Public Defender.....		
09	Rabies Control.....	<u>79-80</u>	<u>212.23</u>
10	Courthouse.....	<u>81-102</u>	<u>29365.39</u>
12	Circuit Judge Ackert.....		
13	Associate Judge Beckman.....	<u>103</u>	<u>50.00</u>
14	Presiding Judge.....	<u>104-111</u>	<u>13322.22</u>
15	County Board.....	<u>112-116</u>	<u>4416.51</u>
16	Insurance & Bonds.....		
17	Probation.....	<u>117-118</u>	<u>3940.00</u>
18	Lee County Tourism.....	<u>119-121</u>	<u>12026.78</u>
21	Regional Planning Commission.....		
22	Subsidies to Organizations.....		
23	Zoning.....	<u>122-123</u>	<u>61.19</u>
24	Accounting & Auditing.....	<u>124</u>	<u>6350.00</u>
25	Jurors' Certificates.....		
26	Birth & Death Certificates.....		
27	Jury Commission.....		
28	Sick Pay.....		
29	ESDA.....	<u>125</u>	<u>157.02</u>
30	Contingencies.....		
31	Chief Judge Jacobson.....	<u>126-127</u>	<u>26330.00</u>
38	Computer Service.....		
39	Election Expense.....		
40	Supervisor of Assessments.....		
41	Animal Control.....	<u>128-130</u>	<u>1739.71</u>
42	Indemnity Fund.....		
43	Law Library Fund.....	<u>131</u>	<u>1564.00</u>
45	IMRF.....		
46	Veteran's Assistance Fund.....	<u>132-136</u>	<u>3501.29</u>
47	Court Document Storage.....		
49	Circuit Clerk Automation Fund.....		
50	Special Recording Automation Fund.....	<u>137</u>	<u>372.61</u>
51	Vital Records Automation Fund.....		
52	Insurance & Bonds.....	<u>138-141</u>	<u>6045.42</u>
53	Insurance.....		
54	Cooperative Extension Service Fund.....		
78	Solid Waste Management.....	<u>142-143</u>	<u>16983.44</u>
79	Capital Improvement, Repair or Replacement Grant Fund.....		
87	Social Security Fund.....		
88	Child Support Enforcement Fund.....	<u>144-145</u>	<u>351.80</u>
90	County Collector Automation Fund.....	<u>146</u>	<u>4100.00</u>
91	Social Services for Senior Citizens Fund.....		
95	Probation Services Fund.....	<u>147-162</u>	<u>4919.81</u>
97	Capital Projects Fund.....	<u>163</u>	<u>13425.00</u>
98	JJC Grant/Accountability Fund.....		
99	GIS Expenditure Fund.....		
100	JJC Grant/Alternative Detention Fund.....	<u>164</u>	<u>6666.67</u>
101	Arrestee's Fund.....		
102	JJC Grant/Violence Prevention Fund.....		
103	JJC Grant/Council Fund.....		
104	State's Attorney Children Advocacy.....		
105	State's Attorney JAIB Grant.....		
107	GIS/Recording Fees Fund.....		
109	New Courthouse.....		
111	Probation Innovative Grant.....	<u>165-166</u>	<u>4850.00</u>
112	Insurance.....	<u>167</u>	<u>11245.65</u>
113	Elections.....		
114	JJC/Youth Diversion.....		
116	Drug Court Fund.....	<u>168</u>	<u>1334.20</u>

PER DIEM \$ 3,414.06

(do not add to total)

TOTAL \$ 237,078.74

We, the undersigned Chairman and Members of the Executive Claims Committee of the Lee County Board, have this day audited and allowed claims, the total of which appears above, and recommend approval by the Board.

Highway 36,064.08
 County Motor Fuel 1,808.18
 Township Motor Fuel 1944.28
 Special Bridge 1,800.55
 FASMS -
 Highway Total 41,617.09
 Health 38,749.82

Chairman: Rick Kethen
Kathy Samuel
Donald D. Grant
J. Walker
91 Seal

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A MOTION WAS MADE BY MR. KETCHUM, SECONDED BY MRS. TAYLOR, TO APPROVE THE CLAIMS AS PRESENTED. MOTION CARRIED.

THE SOLID WASTE REPORT WAS GIVEN BY MR. TRENT. THE RECEIPTS FROM THE LANDFILL ARE DOWN ABOUT \$500,000.00 FROM 2005. MR. STODDARD SAID THE STERLING LANDFILL RECEIPTS ARE DOWN ALSO.

VETERINARIANS ARE NOW GIVING MORE 3 YEAR VACCINATIONS, THE COUNTY STILL HAS ONLY 1 YEAR REGISTRATION TAGS. NANCY CULLEN IS PURSUING ESTABLISHING A 3 YEAR REGISTRATION OPTION.

QUARTERLY GROUND WATER REPORTS FROM STS HAVE NOT COME IN YET.

THE HEALTH & WELFARE REPORT WAS GIVEN BY MRS. TAYLOR WHO SAID THERE WAS NO MEETING LAST MONTH.

THE ROAD & BRIDGE REPORT WAS GIVEN BY MR. TOFTE WHO READ THE CLAIMS:

REPORT OF THE ROAD AND BRIDGE COMMITTEE OF LEE COUNTY BOARD

TO THE CHAIRMAN AND MEMBERS OF THE LEE COUNTY BOARD, DIXON, ILLINOIS:

Your Committee on Road and Bridge would respectfully report that they have held a meeting on the date hereinafter set forth; that they have examined and audited the following claims which have been referred to them under the rules and resolutions of this Board and that they hereby allow such claims for the items and in the amount hereinafter set forth.

The Clerk of this Board is hereby directed to issue orders in payment thereof, such orders to be payable out of any monies in the treasury appropriated for County Highway's and Motor Fuel Tax Sections in Lee County, Illinois.

WARRANT NO. (CATEGORY/VEND. #)	CLAIM NO.	PAYABLE TO	A P P	TOTAL
COUNTY MOTOR FUEL TAX FUND				
33-599.096-68	COUNTY M.F.T.			\$1,808.18
3498	1	FISCHER COUNTY M.F.T.	✓	\$1,018.33
5912	2	MACKLIN, INCORPORATED COUNTY M.F.T.	✓	\$108.81
6667	3	NORTHWEST IL CONST. CO. COUNTY M.F.T.	✓	\$632.39
7332	4	RENNER QUARRIES LTD. COUNTY M.F.T.	✓	\$48.65
TOTAL AMOUNT OF COUNTY HIGHWAY ROAD AND BRIDGE TAX CLAIMS ALLOWED THIS DATE				\$1,808.18

Dated at Dixon, Illinois, on December 11, 2006

ROAD AND BRIDGE COMMITTEE,
LEE COUNTY BOARD.

David M. Hanson
COUNTY ENGINEER, LEE COUNTY, ILLINOIS

Arthur M. Tofte CHAIRMAN
Richard J. Bender SECRETARY
David E. Chavira
James J. Went

MINUTES of the LEE COUNTY BOARD MEETING

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REPORT OF THE ROAD AND BRIDGE COMMITTEE OF LEE COUNTY BOARD

TO THE CHAIRMAN AND MEMBERS OF THE LEE COUNTY BOARD, DIXON, ILLINOIS:

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WARRANT NO. (CATEGORY/VEND. #)	CLAIM NO.	PAYABLE TO	A P P	TOTAL
LEE COUNTY HIGHWAY DEPARTMENT				
30-510.030-70		FURNITURE AND EQUIPMENT		\$15,324.71
6709	1	OLD NATIONAL LEASING	INV# 60406	\$15,324.71
30-512.036-70		EQUIP. REPAIRS & MAINTENANCE		\$2,808.95
3286	2	EASTERN IOWA TIRE COMPANY	INV# 417618	\$1,196.24
3464	3	ETNYRE	INV# 25561	\$114.73
4137	4	HEAVY EQUIPMENT SVCS., INC.	INV# 135994	\$681.61
5688	5	W. G. LEFFELMAN & SONS, INC.	INV# 26856	\$179.90
6403	6	NAPA AUTO PARTS-AMBOY	INV# 140855	\$565.73
7610	7	SCHINZER REPAIR	INV# 20436	\$70.74
30-516.038-70		GAS, HEAT, LIGHTS AND WATER		\$1,906.83
1142	8	CITY OF AMBOY	INV# 30142	\$44.10
6644	9	NICOR	INV# 20002	\$1,003.57
6644	10	NICOR	INV# 20003	\$244.23
7086	11	PEOPLES ENERGY	INV# 10982	\$614.93
30-518.039-70		TELEPHONE		\$418.53
5902	12	MCI	INV# 4008	\$136.89
6392	13	NEXTEL	INV# 3427	\$128.31
8867	14	VERIZON NORTH	INV # 601	\$153.33
30-520.040-70		SUPPLIES, ETC.		\$252.11
3569	15	FIRST USA BANK	INV# 1581	\$120.65
6514	16	GREAT GLACIER	INV #826	\$25.20
9518	17	STERLING BUS. MACHINES	INV# 691764	\$106.26
30-538-051-070		INSURANCE REIMB.		\$9,333.33
3706	18	JOHN FRITTS - CO. TREASURER	REIMB.	\$9,333.33
30-590.034-70		HIGHWAY MAINTENANCE		\$6,019.62
1046	19	ACE HARDWARE	INV# 29548	\$183.86
1068	20	AIRGAS	INV# 3525	\$38.61
1390	21	ARAMARK UNIFORM SVCS., INC.	INV# 3873	\$22.52
3537	22	FASTENAL	INV # 37476	\$135.38
3940	23	GROMANN SERVICE COMPANY	INV# 103220	\$3,735.22
5164	24	JONES-BERRY LUMBER COMPAN	INV# 361743	\$23.85
5676	25	AG VIEW FS	INV# 57	\$356.95
5962	26	MARTECH AUTOMOTIVE	INV# 16136	\$141.00
6290	27	MORING DIPOSAL	INV# 125823	\$215.00
6403	28	NAPA AUTO PARTS-AMBOY	INV # 140815	\$1,041.73
8891	29	W.W. GRAINGER	INV# 3285	\$125.50

TOTAL AMOUNT OF COUNTY HIGHWAY ROAD AND BRIDGE TAX CLAIMS ALLOWED THIS DATE **\$36,064.08**

Dated at Dixon, Illinois, on December 11, 2006

ROAD AND BRIDGE COMMITTEE,
LEE COUNTY BOARD.

D. M. Anwar
COUNTY ENGINEER, LEE COUNTY, ILLINOIS

Arthur M. Toft
CHAIRMAN
Richard J. Benson
SECRETARY
David E. Chaulk
James W. Wenzel

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REPORT OF THE ROAD AND BRIDGE COMMITTEE OF LEE COUNTY BOARD

TO THE CHAIRMAN AND MEMBERS OF THE LEE COUNTY BOARD, DIXON, ILLINOIS:

Your Committee on Road and Bridge would respectfully report that they have held a meeting on the date hereinafter set forth: that they have examined and audited the following claims which have been referred to them under the rules and resolutions of this Board and that they hereby allow such claims for the items and in the amount hereinafter set forth.

The Clerk of this Board is hereby directed to issue orders in payment thereof, such orders to be payable out of any monies in the treasury appropriated for County Highway's and Motor Fuel Tax Sections in Lee County, Illinois.

WARRANT NO. (CATEGORY/VEND. #)	CLAIM NO.	PAYABLE TO	A P P	TOTAL
COUNTY SPECIAL BRIDGE FUND				
31-599.090-71		CO.SP.BR. - COUNTY CULVERTS		\$1,800.55
8346	1	TESTING ENGINEERS, INC. SCHILPP RD.	✓	\$124.00
9174	2	WILLETT HOFMANN ROCKYFORD RD. BR.	✓	\$1,676.55
TOTAL AMOUNT OF COUNTY HIGHWAY ROAD AND BRIDGE TAX CLAIMS ALLOWED THIS DATE				\$1,800.55

Dated at Dixon, Illinois, on December 11, 2006

ROAD AND BRIDGE COMMITTEE,
LEE COUNTY BOARD.

David M. Anderson
COUNTY ENGINEER, LEE COUNTY, ILLINOIS

Arthur M. Toft CHAIRMAN
Richard J. Bender SECRETARY
David E. Chausse
James J. Wentz

REPORT OF THE ROAD AND BRIDGE COMMITTEE OF LEE COUNTY BOARD

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The Clerk of this Board is hereby directed to issue orders in payment thereof, such orders to be payable out of any monies in the treasury appropriated for County Highway's and Motor Fuel Tax Sections in Lee County, Illinois.

VEND. #	CLAIM NO.	PAYABLE TO AND FOR TOWNSHIP AND GROUP NO.	A P P	TOTAL
TOWNSHIP MOTOR FUEL TAX FUND				
34-599.096-69		TOWNSHIP M.F.T.		\$1,944.28
7332	1	RENNER QUARRIES LTD. NACHUSA	✓	\$1,944.28
TOTAL AMOUNT OF COUNTY HIGHWAY ROAD AND BRIDGE TAX CLAIMS ALLOWED THIS DATE				\$1,944.28

Dated at Dixon, Illinois, on December 11, 2006

ROAD AND BRIDGE COMMITTEE,
LEE COUNTY BOARD.

David M. Anderson
COUNTY ENGINEER, LEE COUNTY, ILLINOIS

Arthur M. Toft CHAIRMAN
Richard J. Bender SECRETARY
David E. Chausse
James J. Wentz

A MOTION WAS MADE BY MR. TOFTE, SECONDED BY MRS. TAYLOR, TO APPROVE THE CLAIMS. MOTION CARRIED.

MINUTES of the LEE COUNTY BOARD MEETING

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AN AMENDMENT TO A ROAD OCCUPANCY AGREEMENT WAS PRESENTED:

12-06-002

AMENDMENT TO ROAD OCCUPANCY AGREEMENT

THIS AMENDMENT TO AN AGREEMENT (hereinafter "Amendment") is made and entered into as of the 19 day of Dec, 2006, by and between the Lee County Board, Old Court House, 112 E. Second St., Dixon, Illinois 61021 (hereinafter "County") and West Shore Pipeline Company, having a mailing address of 6100 S. Yale Avenue, Real Estate 719 OWP, Tulsa, Oklahoma 74136, successor-in interest to Badger Pipeline. (hereinafter "West Shore")

WHEREAS, the "County" and Badger Pipe Line are parties to that certain Agreement dated August 18, 1987, related to certain land occupancy rights traversing under certain "County" road(s), with the road(s) shown as attachments hereto and hereby made a part hereof, located in Lee County, Illinois.

WHEREAS, West Shore Pipe Line Company is the successor-in-interest to Badger Pipe Line Company.

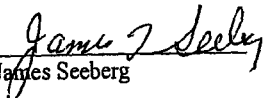
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, "County" and "West Shore" hereby amend the Agreement in the following respects only:

- (1) The term of this "Amendment" shall be extended for twenty years (20) from the date of execution of this "Amendment" by all parties.
- (2) This agreement does not grant any rights for future construction within Lee County without further consent from Lee County and only grants existing occupancy rights in the area depicted on the map attached hereto. Should, at any time, West Shore Pipe Line Company require additional land occupancy rights from Lee County Highway Department for new construction activities, Lee County will negotiate in good faith for those rights and not unreasonably deny future applications for those.
- (3) Within 30 business days from the date of execution, West Shore shall monetarily compensate the "County" for administrative and processing fees a one-time payment in the amount of \$500.00.

THE ENTIRE AGREEMENT OF THE PARTIES IS SET FORTH IN THIS AMENDMENT AND IN THE AGREEMENT DATED JANUARY 27, 1987 AS AMENDED HEREBY AND SUPERCEDES ANY AND ALL OTHER AGREEMENTS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF. EXCEPT AS OTHERWISE AMENDED HEREIN, ALL TERMS AND PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

Lee County Board Chairman


James Seeberg

West Shore Pipe Line Company:

James C. Andrews, President

A MOTION WAS MADE BY MR. STODDARD, SECONDED BY MRS. TRUCKENBROD, TO APPROVE AMENDMENT. MOTION CARRIED.

DAVID ANDERSON SAID THERE WERE 290 MAN HOURS OF OVERTIME SPENT IN SNOW OVAL AND HIS MEN ARE TAKING COMP TIME INSTEAD OF OVERTIME PAY.

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THE PROPERTIES COMMITTEE REPORT WAS GIVEN BY MR. NICHOLSON. THEIR COMMITTEE IS DECIDING ON COLORS ETC FOR THE OLD COURTROOM. COLORS WILL PROBABLY MATCH THOSE IN THE FOYER.

THEY WILL HAVE TO GET AN ARCHITECT TO DESIGN THE INTERROGATION ROOM AND THE FOYER FOR THE JAIL.

THE STATE'S ATTORNEY HAS RECOMMENDED AN ADDITIONAL LIABILITIES INSURANCE AT A COST OF \$18,000.00 PREMIUM.

THIS CAME AS A MOTION OUT OF COMMITTEE, SECONDED BY MRS. TAYLOR, TO GET THE ADDITIONAL INSURANCE. MOTION CARRIED.

MR. MERCER SAID THE RC&D/BLACKHAWK HILLS HAD NO MEETING.

THE COUNTY SERVICES COMMITTEE REPORT WAS GIVEN BY MR. BUCKLEY.

BRANT SCHEIDECKER SAID HE IS FINISHING ALL THE 2006 GIS WORK AND IS ASSISTING THE ASSESSOR WITH MATERIAL FOR THE BOARD OF REVIEW. HE IS CONSIDERING A PERSON FOR HIS ASSISTANT AND HE WILL BRING DETAILS TO THE BOARD NEXT MONTH.

TH 9-1-1 BOARD REPORT WAS GIVEN BY MR. WITZLEB. HE REPORTED ON THE SUBLETTE TOWER MALFUNCTION. THERE ARE TWO CD'S UP FOR RENEWAL AND A LIST OF AREA BANK RATES IS INCLUDED IN THE PACKET.

A BREAK WAS CALLED AT THIS TIME.

AFTER RECONVENING, THE ADMINISTRATIVE SERVICES COMMITTEE REPORT WAS GIVEN BY MRS. HUMMEL. A REVISED EMPLOYEE HANDBOOK WAS PRESENTED FOR INSPECTION (ON FILE). BOARD APPROVAL WILL BE ASKED FOR AT THE JANUARY 16TH MEETING.

THERE HAVE BEEN 172 APPEALS FOR THE BOARD OF REVIEW THIS YEAR COMPARED TO 42 LAST YEAR.

A RESOLUTION SETTING THE COUNTY BOARDS MEETING DATES FOR NEXT YEAR WAS PRESENTED:

Lee County Board, Dixon, IL
Resolution # 12-06-003

WHEREAS, 5 ILCS 120/2.03 provides that each governmental body subject to the provisions of "An Act in Relation to Meetings" must, at the beginning of each calendar or fiscal year, prepare and make available a schedule of all its regular meetings for such year, listing the time and place of such meetings,

BE IT RESOLVED, by the County Board of Lee County, Illinois, that the following scheduled meetings of said Board for the 2007 Calendar year be and are hereby designated to convene at the hour of 9:00 o'clock a.m. in the Lee County Board Room third floor of the Old Lee County Courthouse.

continued on next page-

MINUTES of the LEE COUNTY BOARD MEETING

DECEMBER 19, 2006

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CONTINUED FROM PREVIOUS PAGE

Tuesday, January 16, 2007.....Stated Meeting
Tuesday, February 20, 2007.....Stated Meeting
Tuesday, March 20, 2007.....Stated Meeting
Tuesday, October 16, 2007.....Stated Meeting
Monday, November 26, 2007.....Stated Meeting
Tuesday, December 18, 2007.....Stated Meeting

BE IT FURTHER RESOLVED, by the County Board of Lee County, Illinois, that the following scheduled meetings of said board for the 2007 calendar year be and are hereby designated to convene at the hour of 6:00 o'clock p.m. in the Lee County Board Room, 3rd floor, of the Old Lee County Courthouse:

Monday, April 16, 2007.....Stated Meeting
Tuesday, May 15, 2007.....Stated Meeting
Tuesday, June 19, 2007.....Stated Meeting
Tuesday, July 17, 2007.....Stated Meeting
Tuesday, August 21, 2007.....Stated Meeting
Tuesday, September 18, 2007.....Stated Meeting

PASSED BY THE LEE COUNTY BOARD
THIS 19 DAY OF Dec, 2006.

By: James J. Seely
Lee County Board Chairman

ATTEST:

Nancy Nelson
Lee County Clerk

A MOTION CAME OUT OF COMMITTEE TO APPROVE THESE AND WAS SECONDED BY MRS. TAYLOR. CLERK NELSON SAID SOME OF THESE DATES NEED TO BE CHANGED.

MS SHIPPERT MADE A MOTION THAT WE MOVE THE APRIL MEETING FORWARD 1 DAY TO MONDAY APRIL 16. THIS WAS SECONDED BY MR. KETCHUM. MOTION CARRIED.

AFTER DISCUSSION THE NOVEMBER MEETING WAS CHANGED TO NOV. 16. THIS WAS APPROVED ON A MOTION BY MR. D. FARSTER, SECONDED BY MR. WITZLEB. CARRIED.

MR. WILLIAMS MADE A MOTION TO PASS THE BOARD HOURS AS AMENDED, SECONDED BY MR. M. FARSTER. MOTION CARRIED.

THE EXECUTIVE MEETING REPORT WAS GIVEN BY CHAIRMAN SEEBERG. THEIR MEETING IS BEING CHANGED FROM 3:00 P.M. TO 3:30 P.M.

MINUTES of the LEE COUNTY BOARD MEETING

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CHAIRMAN SEEBERG ASKED FOR A MOTION TO SUSPEND THE RULES TO AMEND THE LIQUOR ORDINANCE. THIS MOTION WAS MADE BY MRS. TAYLOR, SECONDED BY MR. D. FARSTER. MOTION CARRIED.

CHAIRMAN SEEBERG READ THE FOLLOWING ORDINANCE:

Lee County Board, Dixon, IL
Ordinance # 12-06-004

WHEREAS, the Lee County Board desires to amend the liquor ordinance referenced as 3-3-23, Section C., entitled "Holiday Exceptions" to include Christmas Eve as one of the holidays within that section,

NOW, THEREFORE, BE IT RESOLVED this Board hereby amends ordinance, 3-3-23, Section C., to include Christmas Eve as one of the holidays falling within that section.

PASSED BY THE LEE COUNTY BOARD
THIS 19 DAY OF Dec, 2006.

By: James J Seeberg
Lee County Board Chairman

ATTEST:

Nancy Nelson
Lee County Clerk

A MOTION WAS MADE BY MRS. TAYLOR, SECONDED BY MR. WILLIAMS, TO PASS THE ORDINANCE. THE CLERK CALLED THE ROLL WITH THE FOLLOWING RESULTS: THOSE VOTING AYE: D. FARSTER, M. FARSTER, FERRONE, HARRISON, HIGGS, HUMMEL, KETCHUM, LEFFE MAN, MERCER, NICHOLSON, PATZER, POWER, SHIPPERT, STODDARD, TAYLOR, TOFTE, TRE TRUCKENBROD, TUCKER, WENTLING, WILLIAMS, WITZLEB, BINDER, BUCKLEY, CHANDLER, DUNPHY, EISENBERG AND SEEBERG. THOSE VOTING NAY: NONE. MOTION CARRIED.

A MOTION WAS MADE BY MRS. TAYLOR, SECONDED BY MR. MERCER, TO APPROVE COUNTY OFFICERS REPORTS, THE ORDERS PAID IN VACATION AND THE REQUEST FOR DEPOSIT OF FUNDS:



NANCY NELSON
County Clerk and Recorder

OFFICE OF THE COUNTY CLERK AND RECORDER
LEE COUNTY COURT HOUSE
DIXON, ILLINOIS 61021-0329

PHONE 815-288-3309
FAX 1-815-288-6492

MAILING ADDRESS:
P.O. Box 329
DIXON, IL 61021-0329

Sharon Sawyer, Chief Deputy
Doris Long
Sharon Moeller
Lora Ketchum
Ronette McKnight
DEPOSIT Anna Keys
IN ACCT Cathy Myers
Kathy Grossman

REQUESTS FOR DEPOSIT OF FUNDS

OFFICE	AMOUNT	PURPOSE	
BEST	\$ 600.00	DIXON RENT	CO GENERAL
BOSEMAN, NEIGHBOUR	50.00	ROOM RENTAL	CO GENERAL
LEE CO HWY	10,743.56	CULVERTS	CO SP BRIDGE
LEE CO HWY	12,061.24	BILLINGS	CO HIGHWAY
CIRCUIT CLERK		SEE ATTACHED	CO GENERAL
SHIRLEY BOLLMAN	675.00	HEALTH INS	EMPLOYEE GROUP INS.
GARY HART	225.00	JAN 2007 INS	EMPLOYEE GROUP INS.
PATRICIA CLARK	1,375.00	DEC 06 - APR 07 INS	EMPLOYEE GROUP INS.
IMRF	725.00	IMRF RETIREES	EMPLOYEE GROUP INS.

I, NANCY NELSON, COUNTY CLERK OF LEE COUNTY AND EX-OFFICIO CLERK OF THE LEE COUNTY BOARD, DO HEREBY CERTIFY THAT THE FOREGOING REQUESTS FOR DEPOSIT OF FUNDS WERE APPROVED BY THE COUNTY BOARD IN SESSION ON DECEMBER 19, 2006.

Nancy Nelson

MINUTES of the LEE COUNTY BOARD MEETING

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MOTION CARRIES.

MR. HIGGS WISHED EVERYONE A VERY MERRY, HOLY CHRISTMAS AND A HAPPY NEW YEAR.

THERE WAS NO OLD BUSINESS OR ANY NEW BUSINESS TO BE ADDRESSED.

A MOTION WAS MADE BY MRS. TAYLOR, SECONDED BY MR. MERCER, TO APPROVE JOHN FRITTS' BOND FOR TREASURER/COLLECTOR (SEE IN FILE). MOTION CARRIED.

MRS. TAYLOR MADE A MOTION, SECONDED BY MR. CHANDLER, TO ALLOW MILEAGE AND PER DIEM FOR ALL BOARD MEMBERS ATTENDING THIS MEETING. MOTION CARRIED.

A MOTION WAS MADE BY MRS. TAYLOR, SECONDED BY MR. MERCER, TO ALLOW ALL BILLS AND APPROPRIATIONS BY ROLL CALL VOTE.

THE CLERK CALLED THE ROLL: THOSE VOTING AYE: M. FARSTER, FERRONE, HARRISON, HIGGS, HUMMEL, KETCHUM, LEFFELMAN, MERCER, NICHOLSON, PATZER, POWER, SHIPPERT, STODDARD, TAYLOR, TOFTE, TRENT, TRUCKENBROD, TUCKER, WENTLING, WILLIAMS, WITZLEB, BINDER, BUCKLEY, CHANDLER, DUNPHY, EISENBERG, D FARSTER AND SEEBERG. THOSE VOTING NAY: NONE. MOTION CARRIED.

MR. HIGGS MADE A MOTION, SECONDED BY MRS. TAYLOR, TO ADJOURN THIS MEETING UNTIL JANUARY 16, 2007 AT 9:00 A.M. MOTION CARRIED. 10:38 A.M.

CHAIRMAN

LERK