

**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE – Finance/Policy/Justice Agenda**  
*County of Champaign, Urbana, Illinois*  
**Tuesday, March 8, 2011 – 6:00 p.m.**

---

*Lyle Shields Meeting Room, Brookens Administrative Center  
1776 East Washington Street, Urbana, Illinois*

---

**Page Number**

**IX. Policy, Personnel, & Appointments:**

- A. Appointments/Reappointments (\* indicates Chair's nominee where there is more than one applicant for an appointment)
1. Forest Preserve District Board
    - Christopher White's Resignation \*17
    - Appointment of Robin Hall to fill White's term from 3/18/2011 to 6/30/2014 \*18-20
  2. Rural Transit Advisory Group
    - Appointment of Elaine Fowler Palencia – Term from 3/18/2011 to 11/30/2012 \*21-22
  3. Wrisk Drainage District
    - Appointment of Dennis Riggs – Term from 3/18/2011 to 8/31/2013 \*23
- B. County Administrator
1. Vacant Positions Listing (*Provided for Information Only*) \*24
  2. Recommendation for Award of Contract for Vending Services Pursuant to RFP 2011-003 \*25-31
  3. Recommendation for Award of Contract for Employee Health Insurance & Related Benefits Broker/Consultant Services pursuant to RFQ 2011-004
  4. Job Content Evaluation Committee Recommendation for Classification of Deputy Director of EMA \*32-36
- C. Sheriff
1. Request for Letter of Opposition to House Bill 1293 – Sheriff's Mortgage Foreclosure Sale Revenue \*37
- D. County Clerk
1. Monthly Fees Report – February 2011 \*38
- E. Other Business
- F. Chair's Report
1. Recommended Rules Change for Alignment of Committee of the Whole Meetings \*39-40
- G. Designation of Items to be Placed on County Board Consent Agenda

From: Christopher White [whitec42@gmail.com]  
Sent: Wednesday, February 16, 2011 12:55 PM  
To: Pius Weibel  
Subject: Resignation from Champaign County Forest Preserve District Board  
of Commissioners

Pius,

Recently I was selected for a six month detail as the Senior Strategic Water Planner for the US Africa Command in Stuttgart, Germany. I leave next Monday, 14 February. While this detail was not something I planned for, it is something that I very much want to do. However, it presented a dilemma as regards my appointment by the County Board as Commissioner to the Champaign County Forest Preserve Board.

After much discussion with the board and Executive Director Jerry Pagac, I have felt that it is best for the good of the Forest Preserve Board that I resign, effective February 9, 2011. I really enjoy being on the board and do so with a heavy heart.

Thank you,

Chris White  
Christopher White, Ph.D.  
507 W. Sangamon St.  
Fisher, IL 61843  
217-897-2523  
[whitec42@gmail.com](mailto:whitec42@gmail.com)<<mailto:whitec42@gmail.com>>

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
PLEASE TYPE OR PRINT IN BLACK INK

NAME: ROBERT (ROBIN) HALL

ADDRESS: 405 N. ABBEY ROAD URBANA ILL 61802  
Street City State Zip Code

EMAIL: RCH1@comcast.net PHONE: 367-1830 HOME  
 Check Box to Have Email Address Redacted on Public Documents 621-4317 CELL

PARTY AFFILIATION: (Please check one)  Democrat  Republican  Other, please explain:

IN DIFFERENT ELECTIONS, I HAVE REGISTERED AS A DEMOCRAT AND AS A REPUBLICAN. I CONSIDER MYSELF AN INDEPENDENT.

NAME OF APPOINTMENT BODY OR BOARD: CHAMPAIGN COUNTY FOREST PRES

BEGINNING DATE OF TERM: UPON APPOINTMENT ENDING DATE: JUN 30, 2014

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

I CURRENTLY WORK AT THE UNIVERSITY OF ILLINOIS IN THE DEPARTMENT OF RECREATION, SPORT AND TOURISM AS THE DIRECTOR OF THE OFFICE OF RECREATION AND PARK RESOURCES. PRIOR TO THIS APPOINTMENT, I WAS THE DIRECTOR OF THE URBANA PARK DISTRICT FOR THIRTY-THREE YEARS

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

THE BOARD OF THE FOREST PRESERVE DISTRICT IS A POLICY BOARD. THE BOARD REVIEWS, HELPS TO DEVELOP AND APPROVES POLICIES FOR THE CCPS. IT REVIEWS AND APPROVES PLANS - FINANCIAL, FACILITY AND LAND. IT HIRES AND EVALUATES THE EXECUTIVE DIRECTOR. A GOOD BOARD MEMBER (OUBD)

## 2. CONTINUOUS

NEEDS TO BE WELL-INFORMED. I WOULD DO THAT BY READING MINUTES, REPORTS, PLANS AND FINANCIAL STATEMENTS. I WOULD ALSO VISIT THE DISTRICTS PERSONS ON A REGULAR BASIS. A GOOD BOARD MEMBER NEEDS TO LISTEN TO THE PUBLIC AND EVALUATE THEIR INPUT. A BOARD MEMBER CAN HELP BUILD A REBELION OR TEAM AMONG BOARD, STAFF AND THE COMMUNITY. A GOOD BOARD MEMBER SHOULD KNOW WHEN AND HOW TO SPEAK AND WHEN TO BE QUIET. I BELIEVE I HAVE THE SKILLS AND ABILITIES TO BE A GOOD BOARD MEMBER

3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?

I HAVE VISITED THE FIVE MAJOR PRESERVES AND THE FACILITIES OWNED AND MANAGED BY THE FPD. TWO OF THESE AREAS I VISIT FAIRLY FREQUENTLY. I KNOW AND HAVE MET WITH MR. PARAC. I HAVE REVIEWED THE DISTRICT'S BUDGET. I VOLUNTEERED WITH THE CCPD IN A PLANNING EXERCISE FOR THE NATURAL PLAYSCAPE. I HAVE TAKEN STUDENT ON TOURS OF SOME OF THE PRESERVES.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes \_\_\_ No X If yes, please explain:

I CURRENTLY SERVE AS CHAIR OF THE URBANA ARTS COMMISSION. IF I AM APPOINTED TO THE BOARD OF THE FOREST PRESERVE DISTRICT, I WOULD RESIGN FROM THE ARTS COMMISSION.

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes X No \_\_\_ If no, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.

Robin Bell  
Signature  
February 14, 2011  
Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Elaine Fowler Palencia

ADDRESS: 3006 Valleybrook Drive, Champaign IL 61822-6114  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: (217)356-3893

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Rural Transit Advisory Group (RTAG)

BEGINNING DATE OF TERM: Feb 2011 ENDING DATE: Nov 31, 2011

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

I am the parent of a 33-year-old son with multiple disabilities who needs public transportation. I served for over 20 years on the board of CCAMR, an advocacy group for people with developmental disabilities. Our clients regularly were trained to use public transportation and depended upon it.

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

Nicole George of the Regional Planning Commission has explained to me the committee's advisory role in the establishment of a new county network of regional bus service. I would carry out committee assignments and familiarize myself with regional transportation needs, particularly for those with disabilities, seniors, and the needy.

- 3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?

I have spoken with Nicole George about federal funding of this initiative and the fact that no property taxes will be used. I understand that the local co-ordinating body is the Regional Planning Commission.

- 4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes  No  If yes, please explain:

- 5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes  No  If no, please explain:

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.

**RECEIVED**

JAN 24 2011

CHAMPAIGN COUNTY  
ADMINISTRATIVE SERVICES

*Blanca Palencia*

Signature

1/19/11

Date

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Drainage, Cemetery, Water, & Farmland Assessment

PLEASE TYPE OR PRINT IN BLACK INK

NAME: DENNIS RIGGS

ADDRESS: 410 CR 2200 E, Broadlands, IL 61816  
Street City State Zip Code

EMAIL: dennis@riggsbiz.com PHONE: 217-688-2069

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: WRISK DRAINAGE DISTRICT

BEGINNING DATE OF TERM: September 2010 ENDING DATE: September 2013

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

I have farmed in the Sidney area since 1977. Have worked on several farm tile and drainage issues on my farm and property holdings.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

I own property in this district's watershed. I am knowledgeable of tax district operations by working with Farm Bureau, as treasurer of the local fire district and property owner.

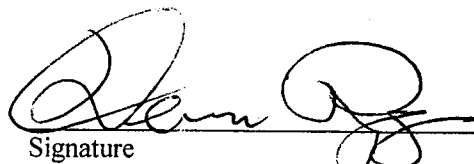
3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.)

Yes  No  If yes, please explain:

**RECEIVED**

JAN 14 2011

CHAMPAIGN COUNTY  
ADMINISTRATIVE SERVICES

  
Signature

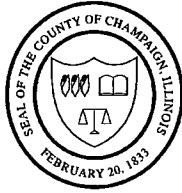
Date: 12/12/10



**VACANT POSITIONS LISTED ON DATA BASE  
MARCH 8, 2011**

FUND	DEPT.	POSITION TITLE	HOURLY RATE	REGULAR ANNUAL HOURS	REGULAR ANNUAL SALARY	FY2011 ANNUAL HOURS	FY2011 ANNUAL SALARY
80	20	ADMINISTRATIVE SECRETARY	\$13.55	1950	\$26,422.50	1957.5	\$26,524.13
80	36	ASSISTANT PUBLIC DEFENDER	\$23.50	1950	\$45,825.00	1957.5	\$46,001.25
80	40	CLERK	\$11.51	1950	\$22,444.50	1957.5	\$22,530.83
80	40	DEPUTY SHERIFF--PATROL	\$20.82	2080	\$43,305.60	2088	\$43,472.16
80	40	DEPUTY SHERIFF--STREET CRIME	\$20.82	2080	\$43,305.60	2088	\$43,472.16
80	40	DEPUTY SHERIFF--PATROL	\$20.82	2080	\$43,305.60	2088	\$43,472.16
80	71	CUSTODIAN	\$10.16	1950	\$19,812.00	1957.5	\$19,888.20
80	71	PART-TIME CUSTODIAN	\$10.16	1040	\$10,566.40	1044	\$10,607.04
80	77	ASSOCIATE PLANNER	\$17.66	1950	\$34,437.00	1957.5	\$34,569.45
80	140	DEPUTY SHERIFF--CORRECTIONS	\$18.30	2080	\$38,064.00	2088	\$38,210.40
80	140	LIEUTENANT - CORRECTIONS	\$35.13	2080	\$73,070.40	2088	\$73,351.44
90	53	ADMINISTRATIVE COMPLIANCE SPEC	\$13.55	1950	\$26,422.50	1957.5	\$26,524.13
670	22	DEPUTY COUNTY CLERK	\$11.51	1040	\$11,970.40	1044	\$12,016.44
-- TOTAL --			\$227.49		\$438,951.50		\$440,639.78

# CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES



## BOARD ACTION WORKSHEET

3/2/2011

**RFP #:** 2011-003

**TITLE:** FOOD & BEVERAGE VENDING MACHINE SERVICES

**RECOMMENDATION:**

The Vending Machine Services Evaluation Team recommends the award of contract for food and beverage vending services for Champaign County to Pepsi. This recommendation is based upon this proposer submitting the best and most responsive proposal.

Deb Busey/County Administrator

**REPORT:**

1. Requests for Proposals were distributed to four vending services firms on January 19, 2011. Appropriate notices were placed in the Legal Notices section of the News Gazette newspaper.
2. Proposals were received from Pepsi and from Canteen.
3. The evaluation team determined that the Pepsi proposal provided the best value to the County through the proposed commission structure for the machines to be placed throughout the County's facilities, while also meeting all requirements for products to be provided at the lowest price.

**COMMITTEE:**

**Policy, Procedures & Appointments**  
APPROVED/DISAPPROVED

DATE: 3-8-2011

**CHAMPAIGN COUNTY BOARD:**

APPROVED/DISAPPROVED

DATE: 3-17-2011



**OPERATING AGREEMENT – FOOD, SNACKS & BEVERAGES VENDING SERVICES**

This **OPERATING AGREEMENT** (the “Agreement”) is made as of \_\_\_\_\_, 2011 between the **County of Champaign**, with offices at 1776 East Washington Street, Urbana, Illinois 61802 and Pepsi-Cola Champaign-Urbana Bottling Company, a Delaware Corporation, hereinafter known as Pepsi-Cola, having its principal place of business at 1306 West Anthony Drive, Champaign, Illinois.

**WITNESSETH:**

1. **AGREEMENT & TERM:** The County hereby grants to Pepsi-Cola the exclusive right to provide food, snacks & beverage vending services for County staff and visitors at Champaign County buildings located in Urbana, Illinois. Pepsi-Cola hereby agrees to furnish a variety of food, snacks and beverages to County staff and visitors in accordance with this Agreement.

The term of this agreement will be for a three year period with the County reserving the right to renew the agreement for an additional 24 months. In no event shall the term plus renewal exceed five years.

2. **OPERATIONAL RESPONSIBILITIES:**

**A. Facilities & Equipment:** Pepsi-Cola shall at its expense provide Champaign County with adequate, state of the art beverage, snack, sandwich and coffee equipment by mutual agreement at the County’s facilities completely equipped and ready to operate as required for the efficient performance of the Agreement.

Pepsi-Cola will provide a lease agreement for each machine placed on County property. Each agreement will detail the location of each machine as well as the serial number of each machine. Each agreement will be signed by the County Administrator and Pepsi-Cola. A sample lease agreement is attached to this operating agreement as Exhibit A. The vending equipment will be owned throughout the contract period by Pepsi-Cola, the County shall have no title to the vending equipment during the contract period. Pepsi-Cola will notify the proper County personnel of the need for equipment repairs or replacement. Service calls on an emergency basis will be handled immediately, within the hour, and County personnel will be notified when action has been taken. Non-emergency items are handled within two hours, and County personnel will be notified when action has been taken. Any repeat call for a non-emergency item will be considered an emergency. In addition, Pepsi-Cola will provide County personnel with “out of order” signage to be affixed to the vending equipment as needed.



**B. Refund Policy:** Pepsi-cola will provide County personnel with a refund bank, the amount to be determined by Pepsi-Cola. The refund bank will be used to refund County employees. There will be a decal located on each machine providing a local phone number for the general public to use when calling in a complaint or requesting a refund. Champaign County will not provide refunds to the general public.

**C. Vending Services:** Pepsi-Cola will be responsible for ensuring vending machines are stocked with nationally advertised products meeting USDA requirements. All products must be date coded where appropriate to ensure quality of freshness. Pepsi-Cola shall maintain a product balance of 30% low fat products in all vending machines. Offered products will be approved by the proper County personnel. Pepsi-Cola will keep all machines adequately stocked at all times with quantities and products consistent with demand in each building. Pepsi-Cola will work to accommodate all reasonable requests for products made by the proper County personnel. Pepsi-Cola personnel will fill machines twice per week or as needed. Deliveries and restocking of machines must be schedule to not occur or interfere with individual County start and closing times.

**D. Personnel:** Pepsi-Cola shall provide to the County Administrator a list of all personnel who will be servicing this Agreement, with this list to be updated with information as to any new Pepsi-Cola personnel who are servicing this Agreement, during this Agreement term. The names will be forwarded to the Sheriff for review. Any individual failing a background screening will not be allowed access to County facilities. The County Administrator shall be notified immediately of deletions or additions to the personnel list. Pepsi-Cola employees will wear the firm's uniforms and display identification.



**3. FINANCIAL ARRANGEMENTS:**

**A. Cost & Pricing Issues:** Cost for the food, snack & beverage products, for the first twelve months of the Agreement, to be provided by Pepsi-Cola to the County will conform to the response made by Pepsi-Cola to RFP 2011-003 as detailed in their proposal and further described in attachment G.

After the first twelve months of this Agreement, should Pepsi-Cola desire to negotiate a cost increase for these products with the County, the said cost increase will be negotiated between the County & Pepsi-Cola, with cost increases to be limited to cost increases in the normal retail prices at area supermarkets in Champaign County, Illinois. Pepsi-Cola must provide a comparison of the product cost pursuant to this agreement, retail price in vending machines, and average retail price for the same period in area supermarkets, with the said retail prices not to include special promotions or weekend or holiday specials.

**B. Commission:** Pepsi-Cola will pay the County a commission of \_\_\_\_\_ on all snack & sandwich revenues and \_\_\_\_\_ on all beverage revenues. Pepsi-Cola will submit quarterly sales data by facility and per vending machine, which said report shall detail calculation of commission amounts and total paid per machine, to the County Administrator, together with the commission check. Champaign County will have the right to audit these reports.

**4. TERMINATION OF AGREEMENT:**

**A. Termination for default:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party which is not cured within sixty (60) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

**B. Termination for Convenience:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon one hundred twenty (120) days notice to the other party.

**B. Consequences of Termination:** If this Agreement is terminated under any circumstances, the County shall pay Pepsi-Cola for any products provided pursuant to this Agreement prior to the termination date in accordance with the terms and conditions of this Agreement.



5. **INSURANCE & INDEMNIFICATION:**

Pepsi-Cola shall furnish certificates of insurance as follows:

Worker's Compensation insurance as required by law. Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. Pepsi-Cola may satisfy these requirements through a combination of primary and excess coverage.

Pepsi-Cola shall at all times during the duration of this agreement keep its equipment fully covered by its own insurance for any losses or damages caused by theft, vandalism, fire and other hazards.

Pepsi-cola agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Pepsi-Cola in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. None of the County's officers, employees, agents, servants or contractors are or will be deemed to be agents or employees of Pepsi-Cola and no liability is or will be incurred by Pepsi-Cola to such persons, except for bodily injury to such persons caused by Pepsi-Cola's sole negligence. The County agrees to defend, indemnify and hold Pepsi-Cola harmless from any liability claim caused by the County's officers, employees, agents, servants or contractors. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.



6. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement and understanding between the County and Pepsi-Cola and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Pepsi-Cola.

7. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

8. **WAIVER:** The failure of Pepsi-Cola or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

9. **ASSIGNMENT:** Pepsi-Cola may not assign this Agreement without the County's prior written consent.

10. **GOVERNING LAW:** This Agreement shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois. Any lawsuit filed in connection with this Agreement may be brought in, or removed to, the appropriate state court or the federal court situated in Illinois.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**Pepsi-Cola Champaign-Urbana Bottling Co.  
A Delaware Corporation**

**County of Champaign  
State of Illinois**

By: \_\_\_\_\_  
Name: Steve Hamilton  
Title: Vice-President/General Manager

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Pepsi-Cola Champaign-Urbana Bottling Co.  
1306 West Anthony Drive  
Champaign, Illinois 61821  
217.352.4126



Smart Solutions for Cold Bottle Vending

## **Full Service Vending Machine Lease Agreement**

(Full Service Single machines)

1. Lessor shall deliver to (INSERT LESSEE'S LEGAL NAME) at (INSERT ADDRESS), A(INSERT MODEL AND TYPE OF MACHINE), with serial number (INSERT SERIAL NUMBER) keyed to Full Service, all hereinafter referred to as the "leased equipment".
2. The Lessor will install the leased equipment without charge to Lessee, and will maintain the leased equipment in good operating condition at all times. The leased equipment shall at all times remain the property of the Lessor, and upon the termination of this Agreement, the Lessor shall have the right to enter the premises where the equipment is located and remove all such leased equipment.
3. The Lessee shall not move or alter the location of the leased equipment, or permit it to be moved from the above-described premises without prior written consent from the Lessor. The Lessee shall take good care of the leased equipment, and upon termination of this agreement, will return the leased equipment to the Lessor in good condition, normal wear and tear excepted.
4. The Lessee shall at all times during the duration of this agreement keep the equipment fully covered by primary insurance against loss or damage caused by theft, vandalism, fire and any other hazards, and shall maintain adequate primary insurance coverage protecting both the Lessee and the Lessor against liability for damage to property and bodily injury, including death.
5. This Agreement shall take effect upon the delivery of the leased equipment by the Lessor to the Lessee, and continue in effect until terminated by either party at any time, by giving fifteen- (15) days prior written notice to the other party. This Agreement shall automatically transfer to any successor in interest of Lessee through stock or asset purchase, unless otherwise terminated by the parties.
6. Except as provided for above in Section #5, this Agreement may not be transferred or assigned in whole or in part by the Lessee without the prior written consent of Lessor. This Agreement constitutes the entire agreement of the parties and may not be modified except by written instrument duly signed on behalf of both parties.
7. "Leased equipment" as defined in paragraph 1 of this Agreement shall include all ancillary and incidental equipment used in connection with the leased equipment, including but not limited to: CO2 canister, CO2 regulator and gauges, air/syrup lines and hoses, pumps, racks, carbonaters and product container/shells. In the event Lessor and Lessee are not able to resolve any dispute arising under this Agreement, and any collection action, enforcement suit or other judicial proceeding is commenced, the prevailing party in such action, suit or judicial proceeding shall be entitled to recover from the other its costs and reasonable attorneys fees.
8. The parties to this contract agree that any commissions payable as a result of the operation of the equipment subject of the agreement, if any, are not subject to the terms and conditions of the Uniform Disposition of Unclaimed Property Act, and that the transactions contemplated between the parties hereto are occurring in the ordinary course of business between two business associations.

Date:

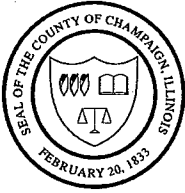
Pepsi Cola Champaign-Urbana  
Bottling Co., as Lessor.

Lessee:

By: \_\_\_\_\_  
(signature and title)

By: \_\_\_\_\_  
(signature and title)





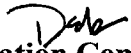
## CHAMPAIGN COUNTY ADMINISTRATIVE SERVICES

1776 EAST WASHINGTON  
URBANA, IL 61802  
(217) 384-3776  
(217) 384-3765 – PHYSICAL PLANT  
(217) 384-3896 – FAX  
(217) 384-3864 – TDD  
Website: www.co.champaign.il.us

ADMINISTRATIVE SUPPORT  
DATA PROCESSING  
MICROGRAPHICS  
PURCHASING  
PHYSICAL PLANT  
SALARY ADMINISTRATION

### MEMORANDUM

**TO:** Carol Ammons, Chair of Policy, Personnel & Appointments;  
Brendan McGinty, Chair of Finance;  
and MEMBERS of the CHAMPAIGN COUNTY BOARD

**FROM:** Deb Busey, County Administrator, and Job Content Evaluation Committee 

**DATE:** March 3, 2011

**RE:** REVIEW and RECOMMENDATION of DEPUTY DIRECTOR/EMA

Pursuant to direction from the Policy, Personnel & Appointments Committee of the Whole on February 15, 2011, the Job Content Evaluation Committee has met to review, evaluate and classify the recommendation for the creation of a new position in EMA – that of Deputy Director.

The Job Evaluation Committee reviewed the position analysis questionnaire and job description information for this position. Bill Keller met with the Committee and explained the proposed new structure for EMA, and the responsibilities that would be assigned to this new position. Based upon the information received, the Job Content Evaluation Committee has classified this new position in Grade Range I. The Job Content Evaluation Committee Report and job description for this position are attached for your review.

**REQUESTED ACTION for POLICY, PERSONNEL & APPOINTMENTS:**  
*The Policy, Personnel & Appointments Committee recommends to the Finance Committee approval of classification of the Deputy Director for EMA in Grade Range I.*

**REQUESTED ACTION for FINANCE:**  
*The Finance Committee of the Whole recommends to the County Board approval of the establishment of the position of Deputy Director, EMA, classified in Grade Range I, effective April 1, 2011.*

Thank you for your consideration of this recommendation.

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB EVALUATION COMMITTEE REPORT

Date of Request:

February 15, 2011

CREATION of NEW POSITION

Department Requesting:

EMA

Position Title:

Deputy Director

Job Evaluation Committee Recommendation:

Job Points

665

Recommended Title:

Deputy Director

FLSA Status:

Exempt

Recommended Salary Range:

Grade Range I

*\*Ranges effective for FY2008*

Minimum:

Hourly

Annual

\$20.58

\$40,131

Mid-Point:

\$25.72

\$50,154

Maximum:

\$30.87

\$60,197

Date of Job Evaluation Committee Recommendation:

March 1, 2011

## **Champaign County Job Description**

**Job Title:** Deputy Director of EMA  
**Department:** Emergency Management  
**Reports To:** Director of EMA  
**FLSA Status:** Exempt  
**Grade/Range:** I  
**Prepared Date:** March, 2011

**SUMMARY** Assists the Director of EMA in maintaining the Emergency Operation Plan for Champaign County.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Assists the Director of EMA in maintaining the Emergency Operation Plan for the County. Coordinates disaster planning efforts with local EMA organizations, public safety departments, area hospitals, news media and the University of Illinois as well as the State of Illinois Management Agency.

Meets with appropriate agencies to update an on-site coordination plan which eliminates duplication efforts and confusion during emergency situations. Reviews contingency plans in the event of possible manmade or natural disasters, shares information with area emergency coordinators and prepares proposals for new equipment and procedures.

In the Director's absence, is responsible for the activation of emergency plans in accordance with established policy and is on a 24-hour call. Monitors news and severe weather situations. In emergencies, contacts all required, designated and volunteer staff in order to secure divers, communications personnel, storm spotters and other necessary resources, equipment and personnel.

Responsible for requesting state assistance and enrolling and discharging volunteers during emergency situations.

Coordinates the County's responsibilities for development of Public Safety Plans and the rewrite/update of current emergency and disaster plans (SARA Title III Hazardous Materials Plan, Champaign County All Hazard Plan, the Terrorism Consequence Management and the Pandemic Flu Plan.)

Responsible for the coordination of the implementation and maintenance of the Rural House Numbering System to coordinate with Enhanced 911.

Meets with staff from schools, nursing homes and businesses and provides assistance to developing emergency plans for each facility. Works to secure joint purchases of equipment and shared training costs in order to reduce EMA unit expense.

Works to ensure that the general public receives reasonable notification of emergency situations. Meets with the media to encourage cooperation.

Responsible for maintaining an Emergency Operation Plan that meets State and Federal mandates for accreditation in order to be allowed to participate in State and Federal grant programs.

Responsible for exercising the County plans with Public Safety Departments and private agencies.

**SUPERVISORY RESPONSIBILITIES** May directly supervise up to 18 volunteer personnel during various emergencies and other activities. Also strongly influences individuals and organizations involved with emergencies throughout the County. Carries out supervisory responsibilities in accordance with the County's policies and applicable laws. Responsibilities include training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

During emergencies, one or more of the following may also report to the Deputy Director: Chief of Communications, Chief of Disaster Response, Chief of Scuba Team and Chief of Special Vehicles.

**QUALIFICATIONS:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE:** The level of general educational development in a specialized field, which is equivalent to a bachelor's degree, and one to three years experience in emergency management. Knowledge of State and Federal system operations. Knowledge of grant process.

**LANGUAGE SKILLS:** Ability to read and interpret documents such as Federal and State regulations, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of employees, public safety employees or the general public.

**MATHEMATICAL SKILLS:** Ability to read and interpret documents such as Federal and State regulations, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of employees, public safety employees or the general public.

**REASONING ABILITY:** Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in written or diagram form and deal with several abstract and concrete variables.

**CERTIFICATES, LICENSES, REGISTRATIONS:** Must possess ICS 100, 200, 700, and 800b Certification or obtain in 6 months. Must possess ICS 300 & 400 or obtain in 1

year. Must possess Illinois Professional Emergency Management Certificate or obtain in 2 years.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Normal physical activity, although during times of emergencies, individual may encounter difficult situations such as severe weather, flooding or possible manmade catastrophe. While performing the duties of this job, the employee is frequently required to stand; walk; sit; and talk; or hear. The employee is occasionally required to use hands to finger, handle, or feel; and reach with hands and arms. The employee must occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision and color vision.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. Normal office conditions unless involved with directing on-site disaster recovery. The noise level in the work environment is usually quiet.

**97TH GENERAL ASSEMBLY  
State of Illinois  
2011 and 2012  
HB1293**

Introduced 02/09/11, by Rep. Lou Lang

**SYNOPSIS AS INTRODUCED:**

735 ILCS 5/15-1503	from Ch. 110, par. 15-1503
735 ILCS 5/15-1506	from Ch. 110, par. 15-1506
735 ILCS 5/15-1507	from Ch. 110, par. 15-1507
735 ILCS 5/15-1508	from Ch. 110, par. 15-1508

Amends the Mortgage Foreclosure Article of the Code of Civil Procedure. Provides that special matters in the judgment may include the person who shall be the officer to conduct the sale (rather than an official or other person who shall be the officer to conduct the sale other than the one customarily designated by the court). Provides that unless a person is appointed pursuant to a motion, the person conducting the sale shall be any person previously appointed by any circuit court to conduct a foreclosure sale prior to the effective date of the amendatory Act, any judge, or the sheriff of the county in which the real estate is located (instead of a sale may be conducted by any judge or sheriff). Provides that a copy of the notice of foreclosure of residential real estate shall be sent to the municipality or county in which the property is located by first class mail (instead of sent pursuant to the Code of Civil Procedure). Provides that the mortgagee, judgment creditor, or other lien holder shall furnish the confirmation order to the last-known insurer of a residential building in writing by first-class mail. Provides that the failure to send or receive a copy of the order does not affect the rights of the mortgagee or purchaser or affect the foreclosure proceedings. Makes other changes. Provides that certain provisions take effect upon becoming law.

LRB097 07425 AJO 47534 b



**Gordy Hulten**  
**Champaign County Clerk**  
Champaign County, Illinois

1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

Vital Records: (217)384-3720  
Elections: (217)384-3724  
Fax: (217)384-1241  
TTY: (217)384-8601

**COUNTY CLERK**  
**MONTHLY REPORT**  
**FEBRUARY**  
**2011**

Liquor Licenses & Permits	104.00
Marriage License	1,185.00
Interests	39.44
State Reimbursements	-
Vital Clerk Fees	11,695.75
Tax Clerk Fees	8,461.95
Refunds of Overpayments	72.14
<b>TOTAL</b>	<b>21,558.28</b>
Additional Clerk Fees	1,818.00

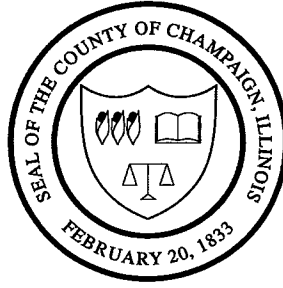
**C. Pius Weibel**

Chair

*email: cweibel@co.champaign.il.us*

**Thomas E. Betz**

Vice-Chair



Brookens Administrative Center

1776 East Washington Street

Urbana, Illinois 61802

Phone (217) 384-3772

Fax (217) 384-3896

**Office of  
County Board  
Champaign County, Illinois**

**MEMORANDUM**

**TO: CHAMPAIGN COUNTY BOARD MEMBERS**

**FROM: Carol Ammons, Deputy Chair of Policy, Personnel & Appointments**

**DATE: March 3, 2011**

**RE: Proposed Rules Change**

---

Please find attached a recommendation for a change to the County Board Rules with regard to the structure and scheduling of the Committee of the Whole Meetings.

This item will be placed on the Policy Agenda for March for discussion. Based upon that discussion, it will be placed on the April Agenda for action. This schedule ensures compliance with County Board Rule #8, which requires that any rules changes be provided to members of the County Board at least fourteen days in advance of action by the Policy, Personnel and Appointments Committee of the Whole.

attachment



## B. MEETINGS OF COMMITTEE OF THE WHOLE

1. The schedule for regular monthly Committee of the Whole meetings during a two-year County Board session shall be approved by the County Board at its first meeting in December of each even-numbered year. Notices of all meetings shall be placed on the calendar of the Champaign County Board. Any changes of meeting dates and times must be submitted to the County Administrator in time to be placed on the weekly County Calendar, in strict compliance with the notice requirements of the Illinois Open Meetings Act.
2. All members present at a Committee of the Whole Meeting shall vote on all action items presented on that agenda.
3. The Committee of the Whole shall be scheduled as follows:
  - a) The first Committee of the Whole Meeting of each month shall be held on the Tuesday following the first Monday of the month and shall take up matters pertaining to ~~County Facilities, Highway & Transportation, and Environment and Land Use~~ **and Justice and Social Services**. The chair of this meeting shall be determined by the County Board Chair, but shall be one of the Deputy Chairs with business before the Committee of the Whole that evening. The other Deputy Chairs will report out the business of their Area of Responsibility.
  - b) The second Committee of the Whole Meeting of each month shall be held on the ~~Tuesday~~ **Thursday** following the ~~second~~ **first** Monday of the month and shall take up matters pertaining to ~~Finance, Policy, Personnel, & Appointments~~ **and Highway and Transportation** ~~Justice & Social Services~~. The chair of this meeting shall be determined by the County Board Chair, but shall be one of the Deputy Chairs with business before the Committee of the Whole that evening. The other Deputy Chairs will report out the business of their Area of Responsibility.
  - c) The ~~second~~ **third** Committee of the Whole Meeting of each month shall be held on the Tuesday following the second Monday of the month and shall take up matters pertaining to ~~Finance, Policy, Personnel, & Appointments, Justice & Social Services~~ **and County Facilities**. The chair of this meeting shall be determined by the County Board Chair, but shall be one of the Deputy Chairs with business before the Committee of the Whole that evening. The other Deputy Chairs will report out the business of their Area of Responsibility.
4. Items acted on at the Committee of the Whole Meetings shall then be forwarded to the regularly scheduled monthly County Board Meeting, held on the Thursday following the third Monday of the month, for final County Board approval.