SWALCO

SOLID WASTE AGENCY OF LAKE COUNTY, IL

MEMORANDUM

To: SWALCO Directors and Alternates

From: Walter S. Willis, Executive Director WSW

Subject: October 2013 Meeting Notice Information

Date: October 18, 2013

Attached you will find the agenda for this month's meeting, minutes from our June 21, 2013 meeting, and the referenced action and information items. We have numerous important action items this month so your attendance is very important.

I look forward to seeing you at the meeting, and please let Lorin know if you or an alternate will be attending the meeting.

1311 NORTH ESTES STREET GURNEE, IL 60031 TELEPHONE: 847-336-9340 FAX: 847-336-9374

SOLID WASTE AGENCY OF LAKE COUNTY, IL
BOARD OF DIRECTORS
THURSDAY, OCTOBER 24, 2013 7:00 P.M.
HAINESVILLE VILLAGE HALL
100 HAINESVILLE ROAD, HAINESVILLE, IL 60030

AGENDA

1. **CALL TO ORDER** ..... Chairman

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL** ..... Secretary

4. **APPROVAL OF MINUTES** ..... Committee
   Minutes of June27, 2013

5. **PUBLIC COMMENT**

6. **NEW AGENDA ITEMS**

7. **BOARD ITEMS** ..... Executive Director

Action Items
1. Swalco 2014 Meeting Calendar
2. Proposed FY 2014 Swalco budget
3. Contract – Larry Clark, General Counsel
4. Contract – Kip Kolkmeier – Lobbyist
5. Appointing Citizens Advisory Committee for 2014 Plan Update
6. Agreement with Chicago Textile Recycling
7. Waukegan's Membership Status
8. Second Amendment of the Electronic Products Recycling Agreement

Information Items
1. HCW Update
2. 3rd Qtr. 2013 Residential Electronics Collection Program Summary (***not in packet***)
3. 3rd Qtr. 2013 Per Ton Payment Report (***not in packet***)
4. Project and Program Updates
5. Health Department Report – Mike Kuhn
6. Recycle-O-Rama 2013

8. **EXECUTIVE SESSION - IF NEEDED**

9. **ADJOURNMENT**

MINUTES

SOLID WASTE AGENCY OF LAKE COUNTY, IL
BOARD OF DIRECTORS
THURSDAY, JUNE 27, 2013 7:00 P.M.
100 HAINESVILLE ROAD, HAINESVILLE, IL

MEMBERS ATTENDING: *See Attachment 1, Sign In and Attachment 2, Voting Record.*

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Chairman Mount called the meeting to order at 7:07 p.m. with 20 members present. Highland Park and Green Oaks were delayed and arrived late. Pete Adrian was not in attendance.

After Roll Call, Chairman Mount started with the Information Items until we reached Quorum.

APPROVAL OF MINUTES

Motion by *Hawthorn Woods*, seconded by *Riverwoods* to approve the minutes of April 11, 2013. ***Motion was approved.***

Motion by *Deerfield*, seconded by *Wadsworth* to approve the REVISED minutes of November 29, 2012. ***Motion was approved.***

PUBLIC COMMENT: *None*

NEW BOARD ITEMS: *None*

BOARD ITEMS

Action Items (Quorum was reached at 8:07 with the arrival of Green Oaks)

Motion by *Hawthorn Woods*, seconded by *Wadsworth* to repeat Roll Call for Quorum. ***Motion Approved.***

1. **Fiscal Year 2012 Audit**

Walter Willis discussed the report and the findings of Baker Tilly for the 2012 Fiscal Year. The audit included a Statement of Net Assets and a Statement of Revenues, Expenses and Changes in Net Assets, Statement of Cash Flows and a letter to the Board of Directors concerning comments and recommendations. Hard/bound copies were provided.

Motion by *Hawthorn Woods*, seconded by *Hainesville* to approve the FY 2012 audit prepared by Baker Tilly. ***Motion Approved.***

2. **Membership Resolution**

Walter Willis discussed the decision made by the Executive Committee that the Agency would amend its by-laws to better define the responsibilities and obligations of being a SWALCO member. The Executive Committee felt such a by-law would be too difficult to enforce. The recommendation is that the staff would prepare a resolution that the Board of Directors would approve.

Motion by *Riverwoods*, seconded by *Wadsworth* to approve the Membership Resolution with the correction of a spelling issue. ***Motion Approved.***

3. **City of Waukegan's O&M Fee and SWALCO Membership Status**

Walter Willis explained that a meeting with the Mayor of Waukegan indicated an interest in regaining full membership status with SWALCO. The benefits were discussed and Mr. Willis indicated that the issue of past payments due would be brought before the Executive Committee and Board of Directors to see if there was support for forgiving the past payments. This did not include the payment due this year of $36,198.08.

Motion by *Grayslake*, seconded by *Deerfield*, to approve forgiveness of past debt and recognize Waukegan as a full member of SWALCO. ***Motion Approved.***

4. **Elections to the Executive Committee**

Walter Willis discussed that two year terms of four Executive Committee members elected by the Board of Directors expired in April. Following the procedure used last year to elect members of the Executive Committee an information item had presented at the April Board of Directors meeting for those interested in serving on the Executive Committee.

Candidates gave a brief introductions. After the introductions, the nominations were opened and ballots were presented.

The following candidates were on the ballot and must receive a majority of the quorum votes:
Mike Ellis, Grayslake; Joe Napolitano, North Chicago; John Wagener, Green Oaks; Tony Blumberg, Highland Park; John Norris, Riverwoods; Linda Soto, Hainesville

Motion by *Riverwoods*, seconded by *Deerfield*, to close the nominations. ***Motion Approved.***

Ballots were counted and tallied by legal counsel, Larry Clark.

The new Executive Committee for two year terms:
Mike Ellis
Joe Napolitano
John Wagener
John Norris

Information Items

1. **SWALCO Shoe Recycling and Reuse Program**
   Merleanne Rampale gave a brief testimony of the success of the program. Numerous community groups came together during the first week in May to drop-off a record number of shoes for the 2012 program. Schools, scout troops, village and city departments, park districts, libraries, corporate offices and other community groups from all around the county united in the effort. The Village of Vernon Hills Public Works Department again acted as host site for the final collection and drop-off for 100+ groups.

2. **Compost Bin and Rain Barrel Sale Summary**
   Merleanne Rampale gave a brief overview of the event that was very well attended. During the six hour we welcomed several hundred visitors and sold approximately 500 rain barrels and compost bins in total (twice as many rain barrels as bins) and approximately 200 tools and accessories. An additional 60 Rain Barrels will also be available for purchase at SWALCO. A $5.00 donation per bin/barrel sold was negotiated for the Agency from EnviroWorld which will mean approximately $2,500 revenue generated from the sale.

3. **School Education and Outreach**
   Merleanne Rampale discussed SWALCO's school outreach programs to educate Lake County students, teachers, administrators and parents about a number of environmental initiatives and topics that involve caring for our environment/our planet Earth, including sustainability and the "4R's": reduce, reuse, recycle and recover (buying recycled products). SWALCO works with teachers, students, parents and administration on a variety of initiatives. Help is given to implement recycling programs, provide educational assistance, information and training, suggest environmental activities and projects, and act as a resource and guide throughout the school year.

4. **1st Qtr 2013 Residential Electronics Collection Program Summary**
   Walter Willis gave a brief summary of all activity within the SWALCO Residential Electronics Collection Program for the first three months of 2013.

5. **1st Qtr 2013 Recycling and Per Ton Payment Report**
   Walter Willis gave a brief report of tabulations of curbside recyclable material tonnage, by member community, for the first quarter of 2013

6. **Health Department Report**
   Mike Kuhn discussed recent activities regarding the landfills (Countryside/Grayslake) (Advanced Disposal/Zion), compost facilities/landscape waste transfer stations and food scrap.

7. **Project and Program Updates**
   Walter Willis gave a brief update on several projects and programs SWALCO is currently working on:

   - The Lake County Board voted to approve amendments to its Solid Waste Hauling and Recycling Ordinance. The amendments become effective on January 1, 2014.

- Walter Willis is working with Wadsworth on residential hauling and Libertyville's commercial hauling.

- Walter and Pete attended the annual Illinois Recycling Association's conference. Walter presented a legislative update and moderated the session on carpet recycling.

- The website has been updated to include a more user friendly home page.

- Walter was formally appointed to the Task Force on the Advancement of Materials Recycling.

- Walter attended a Great Lake Pharmaceutical conference and the National Product Stewardship strategy meeting.

- Larry Clark has been negotiating with IMRF on behalf of SWALCO. IMRF has notified SWALCO that it must have its employees covered by a SWALCO IMRF account and not Lake County's. SWALCO established such an account many years ago and will have to begin using it again.

- Groot filed its siting application on June 21, 2013 with the Village of Round Lake Park for a proposed garbage transfer station..

Executive Session: *None*

NEXT BOARD MEETING: Thursday, August 22, 2013 - 7:00 p.m. Hainesville Village Hall, 100 N. Hainesville Road

ADJOURNMENT: *8:30 p.m.*
Motion by *Lake County*, seconded by *Third Lake* to adjourn. ***Motion was approved.***

MUNICIPALITY		SWALCO BOD VOTING RECORD/6.27.13							
		A-1 FISCAL YR 2012 AUDIT		A-2 MEMBERSHIP RESOLUTION		A3 - City of Waukegan			
Attendance		A	N	A	N	A	N	A	N
ANTIOCH									
BANNOCBURN	✓✓	✓				✓			
BEACH PARK									
DEER PARK									
DEERFIELD	✓✓	✓				✓			
FOX LAKE									
GRAYSLAKE	✓✓	✓				✓			
* GREEN OAKS 8:07	✓	✓				✓			
GURNEE	✓✓	✓				✓			
HAINESVEILLE	✓✓	✓				✓			
HAWTHORN WOODS	✓✓	✓				✓			
* HIGHLAND PARK 7:15	✓	✓				✓			
HIGHWOOD									
ISLAND LAKE									
KILDEER									
LAKE BARRINGTON	✓✓	✓				✓			
LAKE BLUFF	✓✓	✓				✓			
LAKE COUNTY	✓✓	✓				✓			
LAKE FOREST									
LAKE VILLA									
LAKE ZURICH	✓✓	✓				✓			
LIBERTYVILLE									
LINCOLNSHIRE									
LINDENHURST									
LONG GROVE									
MUNDELELIN	✓✓	✓				✓			
NORTH BARRINGTON									
NORTH CHICAGO	✓✓	✓				✓			
PARK CITY	✓✓	✓				✓			
PORT BARRINGTON									
RIVERWOODS	✓✓	✓				✓			
ROUND LAKE	✓✓	✓				✓			
ROUND LAKE BEACH	✓✓	✓				✓			
ROUND LAKE HEIGHTS									
ROUND LAKE PARK	✓✓	✓				✓			
THIRD LAKE	✓✓	✓				✓			
TOWER LAKES									
VERNON HILLS									
WADSWORTH	✓✓	✓				✓			
WAUCONDA	✓✓	✓				✓			
WAUKEGAN									
WINTHROP HARBOR		22				22			
ZION									
GREAT LAKES									

20/22

SWALCO BOD SIGN IN SHEET/6.27.13		
MEMBER COMMUNTIY	***REPRESENTATIVE***	***TITLE***
ANTIOCH		
BANNOCKBURN	Frank Roe[illegible]	Trustee
BEACH PARK		
DEER PARK		
DEERFIELD	Kent S. Stuff	Village Manager
FOX LAKE		
GRAYSLAKE	MIKE ELLIS	VILLAGE MANAGER
GREEN OAKS	JOHN WAGENER	TRUSTEE.
* GURNEE	PAT MUETZ	Village Administrator
HAINESVILLE	[illegible]	MAYOR
HAWTHORN WOODS	Steve Riess	Trustee
* HIGHLAND PARK	Anthony E. Blumberg	Councilman
HIGHWOOD		
ISLAND LAKE		
KILDEER		
LAKE BARRINGTON	[illegible]	ADMINISTRATOR
LAKE BLUFF	[illegible]	V. Administrator
LAKE COUNTY	Pat Carey	County Board Member
LAKE FOREST		
LAKE VILLA		
LAKE ZURICH	TOM POYNTON	MAYOR
LIBERTYVILLE		
LINCOLNSHIRE		
LINDENHURST		
LONG GROVE		
MUNDELEIN	Mike Flynn	Asst. Village Adm.
NORTH BARRINGTON		
NORTH CHICAGO	JOE NAPOLITANO	DIR. OF ECON. DEV.
PARK CITY	Barn Tell	Alderman
PORT BARRINGTON		
RIVERWOODS	John Morris	Mayor
ROUND LAKE	Don Newby / Eric Triphahn	Trustee's
ROUND LAKE BEACH	Larry T Mount	TRUSTEE
ROUND LAKE HEIGHTS		
ROUND LAKE PARK	BOB CERRETTI	TRUSTEE
THIRD LAKE	Ronald Kawalke	TRUSTEE
TOWER LAKES		
VERNON HILLS		
WADSWORTH	Glenn Reback	Mayor
WAUCONDA	Chuck Black	TRUSTEE
WAUKEGAN		
WINTHROP HARBOR		
ZION		
GREAT LAKES		

PUBLIC SIGN-IN SHEET

Name	Address	Representing

Date: 6/27/13

A – 1. SWALCO 2014 Meeting Calendar

ISSUE: Whether to approve SWALCO Meeting Calendar for 2014

RECOMMENDATION: SWALCO Staff and the Executive Committee recommend approval

TIMING: Routine

BACKGROUND: The Executive Committee will continue to meet monthly on the second Thursday of the month in which a board meeting is held and the third Thursday of the month when no board meeting is held, except for November when the committee does not meet. The Board will meet six times during the year on the fourth Thursday except November. November's meeting is held on the third Thursday due to the Thanksgiving holiday. If the Executive Director and Chairman of the Board deem a meeting necessary at any time during the year, a special meeting will be called and the Board Members and public will be notified. This procedure is in accordance with Article VII, Section 2 of the By-Laws.

The Executive Committee will continue to meet at noon at the SWALCO office at 1311 N. Estes Street, Gurnee, IL 60031.

The Board of Directors meetings will continue to meet a 7:00 p.m. at the Hainesville Village Hall at 100 N. Hainesville Road.

Board of Directors Meetings
January 23, 2014
March 27, 2014
June 26, 2014
August 28, 2014
October 23, 2014
November 20, 2014

Executive Committee Meetings
January 9, 2014
February 20, 2014
March 13, 2014
April 17, 2014
May 15, 2014
June 5, 2014 (***week earlier due to Manager's Mtg***)
July 17, 2014
August 14, 2014
September 18, 2014
October 9, 2014
November – No Executive Committee Meeting
December 18, 2014

ENCLOSED DOCUMENTS: SWALCO 2014 Calendar of Meetings

STAFF: Walter Willis, Executive Director, Lorin Buchta, Executive

SWALCO 2014 Calendar of Meetings

January						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	M	Tu	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
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23	24	25	26	27	28	

March						
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23	24	25	26	27	28	29
30	31					

April						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	M	Tu	W	Th	F	Sa
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27	28	29	30	31		

August						
Su	M	Tu	W	Th	F	Sa
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
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19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	M	Tu	W	Th	F	Sa
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23	24	25	26	27	28	29
30						

December						
Su	M	Tu	W	Th	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Executive Committee Meetings
1311 N. Estes Street, Gurnee 12:00 - 1:00 p.m.

Board of Directors Meetings
100 N. Hainesville Road, Hainesville 7:00 - 8:00 p.m.

A – 2. Proposed FY 2014 SWALCO Budget

ISSUE: Whether to vote to recommend that the Board of Directors approve the proposed fiscal year 2014 SWALCO budget.

RECOMMENDATION: SWALCO staff and the Executive Committee recommend approval of the 2014 SWALCO budget.

BACKGROUND: Attached to this memo is the proposed FY 2014 budget. During the meeting of the Executive Committee on September 5, 2013, the Committee reviewed the draft budget.

The highlights of the proposed budget are as follows:

1. Proposed expenditures for FY 2014 are $1,065,145 compared to $1,041,850 in 2013, an increase of $23,295 or approximately 2.2%. Please note the following increases: 1) a 2.85% salary increase was assumed (the County Board must still vote on this suggested increase), 2) an increase in Trips and Training primarily related to SharePoint training for Lorin, 3) a slight increase in insurance costs from $58,000 to $62,100, and 4) an increase in the HCW budget for increased costs for events and one-time expense for waterproofing the building and window repair ($16,000).
2. Total FY 2014 revenues are estimated at $1,079,470 compared to $1,038,750 in 2013 and increase of $40,720 or approximately 3.9%. Revenue from the landfill surcharge for 2013 is estimated at $635,000, the same as last year. It is projected that miscellaneous revenue will increase about $10,000 primarily due to the implementation of the textiles program, and that O&M fee revenue will increase by about $38,000 due to Waukegan being reinstated and the $0.01 increase from last year. Overall the revenue from non-landfill surcharge sources (O&M Fee and misc. revenues) now account for 41% of our revenue compared to 35% in 2013.
3. At this point in time revenues are expected to exceed expenditures by $14,325 ($1,079,470 – $1,065,145). Our current reserve balance is approximately $2.06 million.

The following table shows the estimated revenues, from the four primary funding sources that support SWALCO's operations, and expected expenditures for fiscal years 2014-2018. The table also shows the approximate cash fund balance moving forward (currently approximately $2,060,000).

SWALCO Revenue, Expenditure and Fund Balance Projections - Fiscal Years 2014 - 2018					
Revenues/Expenditures	2014	2015	2016	2017	2018
Operations & Maintenance Fee	$275,920	$275,920	$275,920	$275,920	$275,920
Local Surcharge, host fees, etc.	$635,000	$635,000	$635,000	$635,000	$635,000
Interest Income	$5,000	$5,000	$5,000	$5,000	$5,000
Misc. Revenue (e-scrap, hauler licensing, per ton)	$163,550	$178,550	$178,550	$178,550	$178,550
Estimated Revenue	$1,079,470	$1,094,470	$1,094,470	$1,094,470	$1,094,470
Estimated Exp.	$1,065,145	$1,081,120	$1,097,340	$1,113,800	$1,130,505
Surplus/Deficit	**$14,325**	**$13,350**	**($2,870)**	**($19,330)**	**($36,035)**
Estimated Cash Balance	**$2,060,000**	**$2,073,350**	**$2,070,480**	**$2,051,150**	**$2,015,115**
Capital Replacement	$120,000	$120,000	$120,000	$120,000	$120,000

Several assumptions were made in preparing the above table:

- The O&M fee will remain at $1.25 per household per year.
- Local surcharge revenues will remain steady for the next 5 years.
- Interest paid on the surcharge balance will continue to be approximately $5,000 per year.
- Miscellaneous revenue will increase in FY 2015 and the remaining fiscal years due to increased revenue from the soon to be introduced Textiles Recycling Program, estimated to increase by $15,000 in FY 2015 over the estimated revenue in 2014. All other misc. revenue items will remain constant. No revenue was projected for the bonus provided per the WMRA Agreement of $5 per ton for tonnage in excess of 42,000 tons per year.
- Expenditures will increase by 1.5% per year using $1,065,145 as the base expenditure in FY 2014.
- There will be no large capital projects or costs associated with our facility or truck.

ENCLOSED DOCUMENTS: Proposed FY 2014 Budget, and Comparison of Current Budget Expended vs. Proposed Budget

STAFF: Walter Willis, Executive Director

Solid Waste Agency of Lake County
FY 2014 Budget
(Final)

Fund:	Management Center	Account	DESCRIPTION	2014 APPROVED	DETAIL
ADMINISTRATION 9200010					
930	51110	SW0	REGULAR SALARIES AND WAGES	$ 344,450	Assumes 2.85% increases, with exception of Exec. Director increase effective August 1, 2014 per employment contract at 2.75%
930	51120	SWO	PART TIME SALARIES AND WAGES	$ 41,245	Assumes 2.85% increase, maintaining 28 hours per week.
930	51150	SWO	SICK PAY REIMBURSEMENT	$ -	Assumes no sick pay reimbursement in FY 2010
930	51180	SW0	SPECIAL PAY - AUTO ALLOWANCE	$ 17,100	3 FT ($385/mo.)and 1 PT ($270/mo.) Employee
50000 SERIES TOTAL (Administrative)				**$ 402,795**	
930	61010	SW0	OFFICE SUPPLIES	$ 2,200	Office supplies; petty cash; recycling specific supplies
930	61040	SW0	OPERATIONAL SUPPLIES	$ -	Plaques and awards
930	61080	SW0	FOOD & PROVISIONS	$ 1,650	Executive Committee lunches ($1,650)
930	65180	SW0	MISCELLANEOUS COMMODITIES	$ 500	Misc. purchases
60000 SERIES TOTAL (Administrative)				**$ 4,350**	
930	71110	SW0	AUDITING AND ACCOUNTING	$ 7,200	Baker Tilly
930	71140	SW0	Legal Services	$ 15,000	Larry Clark ($15,000);
930	71150	SW0	CONSULTANT FEES	$ 37,250	Kip Kolkmeier, first year of 2 year fixed price
930	71270	SW0	EMAIL ARCHIVE	$ 225	$45 per employee per year
930	71500	SW0	TRIPS AND TRAINING	$ 11,000	ILCSWMA/SWANA/IRA (3 people, $1,700); OSHA Training (2 people, $300); IDOT Training (1 person, $500); SWANA Wastecon ($2,000); Resource Recycling Conf ($2,000); NAHMMA ($2,000); LEED training and exam ($500); Sharepoint training ($2,000)
930	71810	SW0	DUES AND SUBSCRIPTIONS	$ 6,000	Official Board Markets, Resource Recycling, BioCycle, Recycled Products Guide ($750); Membership dues for IRA, SWANA, ILCSWMA, CHMM, NAHMMA, PSI and IEC ($3,500); ReTrac Connect ($1,750)
930	71910	SW0	GAS FOR HEATING	$ 13,000	Air make-up, hot water, furnace
930	71920	SW0	ELECTRICITY	$ 11,000	Parking lights, storage facility and office lights and baseboard heat
930	71930	SW0	WATER AND SEWER CHARGES	$ 800	Water and sewer services

Fund:	Management Center	Account	DESCRIPTION	2014 APPROVED	DETAIL
930	71940	SW0	TELEPHONE	$ 6,200	Line charges, local and AT&T; cell phones
	71970	SW0	COURIER SERVICES	$ 150	Federal Express
930	72110	SW0	LIABILITY INSURANCE	$ 62,100	Public Officials ($5,675) ; property ($21,400); general/prof liability insurance ($18,720); auto ($2,900); environmental ($13,400)
930	72140	SW0	UNEMPLOYMENT COMPENSATION	$ 625	$125 per employee (5)
930	72260	SW0	OFFICE EQUIP MAINT AND REPAIRS	$ 1,000	Computer systems, Telephones, Copy Machine, Postage Machine, alarm
930	72410	SW0	ALL OTHER MAINT AND REPAIRS	$ -	
930	72530	SW0	EQUIPMENT RENTAL	$ 825	Postage meter rental, last payment before removal from office
930	72820	SW0	POSTAGE	$ 500	Postage for meter, supplies for meter
930	72830	SW0	PRINTING SERVICES	$ 3,300	Printing cost associated with copy machine
930	73195	SW0	INDIRECT COST ALLOCATIONS	$ 66,945	16.62% of all 50000 series payroll costs
930	74080	SW0	H/L/D EMPLOYEE BENEFITS	$ 77,100	
930	74100	SW0	RETIREMENT CONTRIBUTIONS FICA	$ 29,510	All employee salaries x 7.65%
930	74110	SW0	RETIREMENT CONTRIBUTIONS IMRF	$ 34,020	Employee Salaries x 8.82%, switch from County IMRF fund to SWALCO
930	79930	SW0	MISCELLANEOUS CONTINGENCY	$ 5,000	Contingency for unanticipated expenses
930	79940	SW0	MISC CONTRACTUAL SERVICES	$ 13,500	Office Cleaning ($2,100), special facility handyman ($1,400); snow and lawn maint. ($10,000)
70000 SERIES TOTAL (Administrative)				**$ 402,250**	
930	82010	SW0	BUILDINGS AND STRUCTURES	$ -	Misc. Unknown capital expenses
930	84040	SW0	Computer System Software	$ 1,000	Software licenses; Adobe Pro software
930	84060	SW0	FURNITURE AND OFFICE EQUIPMENT	$ 2,500	Misc. office furnishings; recycled art; New desktop computer
80000 SERIES TOTAL (Administrative)				**$ 3,500**	
TOTAL 9200010 ADMINISTRATION				**$ 812,895**	

Solid Waste Agency of Lake County
FY 2014 Budget
(Final)

Fund:	Management Center	Account	DESCRIPTION	2014 APPROVED	DETAIL
EDUCATION 9200020					
930	61040	SW2	OPERATIONAL SUPPLIES	$ 9,000	Public information: plaques, flags, promo items
930	65180	SW2	MISCELLANEOUS COMMODITIES	$ 15,000	Supplies materials & other expenses for workshops, displays, open houses, programs, training, etc. Supplies fro member events and to assist schools with events.
60000 SERIES TOTAL (Education)				**$ 24,000**	
930	72830	SW2	PRINTING SERVICES	$ 2,000	Print work: guides, annual report, newsletters, brochures, flyers, workshop invites, media kits, and other needed public info materials
930	79940	SW2	MISC CONTRACTUAL SERVICES	$ 4,000	Funding for entertainers and speakers for schools
930	71850	SW2	ADVERTISING	$ 2,500	Special ads for SWALCO programs
70000 SERIES TOTAL (Education)				**$ 8,500**	
930	85070	SW2	ALL OTHER CAPITAL OUTLAY	$ -	
80000 SERIES TOTAL (Education)					
TOTAL 9200020 EDUCATION				**$ 32,500**	

Fund:	Management Center	Account	DESCRIPTION	2014 APPROVED	DETAIL
HOUSEHOLD CHEMICAL WASTE (HCW) 9200030					
930	65020	SW2	LABORATORY SUPPLIES	$ 100	Supplies for Unknown Test Kit
930	61040	SW2	OPERATIONAL SUPPLIES	$ 13,000	Safety Gear, OilDry, Brooms, Tape, Visqueen, Spill Cleanup, FirstAid Kits, Respirator Cartridges, Pallets, Etc.
930	65180	SW2	MISCELLANEOUS COMMODITIES	$ 500	Grease for crusher, bottled water, etc.
60000 SERIES TOTAL (HCW)				**$ 13,600**	
930	71150	SW2	CONSULTANT FEES	$ 148,400	Labor Mobiles **$75k** ($12k/event x 6 + 4%); Labor Drop-offs **$55k** ($2.2k/event x 24 + 4%); Paint Bulking **$13.7k** ($1.1k/month x 12 + 4%); Suppl Labor **$2.2k** ($45/hrx2x8hrsx3events); CH\LRFD Training (**$0**), Food **$2.5k**
930	71630	SW2	GARBAGE DISPOSAL	$ 5,600	Mobile Events **3.2k**($490x6events + 10%) + Office **$1.9k** ($140 + 10% x 12 months) + Xtra Rolloffs(**$500**)
930	79940	SW2	MISC. CONTRACTUAL SERVICES	$ 5,300	Burris fork lift=**$2.7k** ($425x6+4%) Tents=**$1.7k** ($825 x 2 events); LZ Oil Program (**$200**); Porta John (**$450**); sign up program (**$250**)
930	72110	SW2	LIABILITY INSURANCE	$ -	Covered under Administrative 930-72110, Liability Insurance
930	72210	SW2	MOTOR VEHICLE MAINT & REPAIR	$ 2,600	Truck (**$2k**), Fuel (**$540**) Truck safety inspections (**$60**)
930	72410	SW2	ALL OTHER MAINT AND REPAIRS	$ 32,250	Dock PM **$1k**, BF preventers PM **$1k**, Fire sys PM **$2k**, Whouse Maint **$2k**, Generator **$1.5k**, HVAC **$3k**, Elec Services **$1.5k**, Fork lift **$1k**, Can Crusher **$1k**, Alarm **$1k**, Overhead Doors $**500**, Fire Extings **$750**, waterproofing and window repair **$16k**
70000 SERIES TOTAL (HCW)				**$ 194,150**	
930	82010	SW2	BUILDINGS AND STRUCTURES	$ -	
930	83010	SW2	MOTOR VEHICLES	$ -	
930	84060	SW2	FURNITURE AND OFFICE EQUIPMENT	$ -	
930	85070	SW2	ALL OTHER CAPITAL OUTLAY	$ -	
80000 SERIES TOTAL (HCW)				**$ -**	
TOTAL 9200030 HCW				**$ 207,750**	

Solid Waste Agency of Lake County
FY 2014 Budget
(Final)

Fund:	Management Center	Account	DESCRIPTION	2014 APPROVED	DETAIL
RECYCLING 9200040					
930	65180	SW8	MISCELLANEOUS COMMODITIES	$ 12,000	Electronics Collections, supplies ($400), signage and labels ($4,000); RAS Collection, supplies ($250); Participant recognition ($500); Hospitality for collections ($250); Special collection containers ($4,000); Signage and labels ($600); Compost/rain barrel sale, supplemental stock ($2,000)
60000 SERIES TOTAL (Recycling)				**$ 12,000**	
930	72830	SW8	PRINTING SERVICES	$ -	
930	79940	SW8	MISC. CONTRACTUAL SERVICES	$ -	
70000 SERIES TOTAL (Recycling)				**$ -**	
TOTAL 9200040 RECYCLING				**$ 12,000**	

Fund:	Management Center	Account	DESCRIPTION	2014 APPROVED	DETAIL
			GRAND TOTAL (All Series)	**$ 1,065,145**	

Solid Waste Agency of Lake County
FY 2014 Budget
(Final)

Fund:	Management Center	Account	DESCRIPTION	2014 APPROVED	DETAIL
REVENUES 40000					
930	47230	SW0	REVENUE FROM LANDFILL SURCHARGE	$ 635,000	Countryside LF ($260,000); Zion LF ($375,000).
930	48010	SW0	INTEREST INCOME FROM SURCHARGE BALANCE	$ 5,000	
930	45380	SW0	REVENUE FROM MUNICIPALITIES	$ 275,920	O&M Fee at $1.25 per household per year
930	49910	SW0	MISCELLANEOUS REVENUES	$ 163,550	Hauler Licensing ($1,750); Payment for e-scrap ($105,000); WMRA payment ($35,000); textitles ($15,000) and surcharge reimbursement from WMI for Deerfield ($6,800)
TOTAL REVENUES				**$ 1,079,470**	

Solid Waste Agency of Lake County
FY 2014 Budget v. 2013 and Year to Date Spent (%)

Fund:	Management Center	Account	DESCRIPTION	2013 APPROVED	2013 Expended YTD (%)	2014 REQUESTED	DETAIL
ADMINISTRATION 9200010							
930	51110	SW0	REGULAR SALARIES AND WAGES	$ 335,060	84%	$ 344,450	Assumes 2.75% increases, Exec. Director increase effective August 1, 2014 per employment contract at 2.85%
930	51120	SWO	PART TIME SALARIES AND WAGES	$ 40,100	85%	$ 41,245	Assumes 2.85% increase, maintaining 28 hours per week.
930	51150	SWO	SICK PAY REIMBURSEMENT	$ -		$ -	Assumes no sick pay reimbursement in FY 2010
930	51180	SW0	SPECIAL PAY - AUTO ALLOWANCE	$ 16,680	83%	$ 17,100	3 FT ($385/mo.)and 1 PT ($270/mo.) Employee
50000 SERIES TOTAL (Administrative)				**$ 391,840**		**$ 402,795**	
930	61010	SW0	OFFICE SUPPLIES	$ 2,200	77%	$ 2,200	Office supplies; petty cash; recycling specific supplies
930	61040	SW0	OPERATIONAL SUPPLIES	$ -		$ -	Plaques and awards
930	61080	SW0	FOOD & PROVISIONS	$ 1,650	30%	$ 1,650	Executive Committee lunches and BOD meetings
930	65180	SW0	MISCELLANEOUS COMMODITIES	$ 500	18%	$ 500	Misc. purchases
60000 SERIES TOTAL (Administrative)				**$ 4,350**		**$ 4,350**	
930	71110	SW0	AUDITING AND ACCOUNTING	$ 7,000	100%	$ 7,200	Baker Tilly
930	71140	SW0	LEGAL SERVICES	$ 15,000	17%	$ 15,000	Larry Clark ($15,000);
930	71150	SW0	CONSULTANT FEES	$ 36,500	100%	$ 37,250	Kip Kolkmeier, first year of 2 year fixed price
930	71270	SW0	EMAIL ARCHIVAL	$ -		$ 225	$45 per employee per year
930	71500	SW0	TRIPS AND TRAINING	$ 8,000	71%	$ 11,000	ILCSWMA/SWANA/IRA (3 people, $1,700); OSHA Training (2 people, $300); IDOT Training (1 person, $500); SWANA Wastecon ($2,000); Resource Recycling Conf ($2,000); NAHMMA ($2,000); LEED training and exam ($500); Sharepoint ($2,000)
930	71810	SW0	DUES AND SUBSCRIPTIONS	$ 5,450	54%	$ 6,000	Official Board Markets, Resource Recycling, BioCycle, Recycled Products Guide ($750); Membership dues for IRA, SWANA, ILCSWMA, CHMM, NAHMMA, PSI and IEC ($3,500); ReTrac Connect ($1,750)
930	71910	SW0	GAS FOR HEATING	$ 13,000	57%	$ 13,000	Air make-up, hot water, furnace
930	71920	SW0	ELECTRICITY	$ 11,000	68%	$ 11,000	Parking lights, storage facility and office lights and baseboard heat
930	71930	SW0	WATER AND SEWER CHARGES	$ 800	24%	$ 800	Water and sewer services
930	71940	SW0	TELEPHONE	$ 6,200	83%	$ 6,200	Line charges, local and AT&T; cell phones
	71970	SW0	COURIER SERVICES	$ 150	77%	$ 150	Federal Express
930	72110	SW0	LIABILITY INSURANCE	$ 58,000	98%	$ 62,100	Public Officials ($5,675) ; property ($21,400); general/prof liability insurance ($18,725); auto ($2,900); environmental ($13,400)
930	72140	SW0	UNEMPLOYMENT COMPENSATION	$ 625	100%	$ 625	$125 per employee (5)
930	72260	SW0	OFFICE EQUIP MAINT AND REPAIRS	$ 1,000	99%	$ 1,000	Computer systems, Telephones, Copy Machine, Postage Machine, alarm
930	72410	SW0	ALL OTHER MAINT AND REPAIRS	$ -		$ -	
930	72530	SW0	EQUIPMENT RENTAL	$ 3,900	62%	$ 825	Postage meter rental, last payment before removal of meter from office
930	72820	SW0	POSTAGE	$ 500	12%	$ 500	Postage for meter, supplies for meter
930	72830	SW0	PRINTING SERVICES	$ 3,300	52%	$ 3,300	Printing cost associated with copy machine
930	73195	SW0	INDIRECT COST ALLOCATIONS	$ 65,125	100%	$ 66,945	16.62% of all 50000 series payroll costs
930	74080	SW0	H/L/D EMPLOYEE BENEFITS	$ 75,780	79%	$ 77,100	
930	74100	SW0	RETIREMENT CONTRIBUTIONS FICA	$ 28,700	82%	$ 29,510	All employee salaries x 7.65%

Fund:	Management Center	Account	DESCRIPTION	2013 APPROVED	2013 Expended YTD (%)	2014 REQUESTED	DETAIL
930	74110	SW0	RETIREMENT CONTRIBUTIONS IMRF	$ 44,230	81%	$ 34,020	Employee Salaries x 8.82%, switch from County IMRF to SWALCO IMRF fund
930	79930	SW0	MISCELLANEOUS CONTINGENCY	$ 5,000		$ 5,000	Contingency for unanticipated expenses
930	79940	SW0	MISC CONTRACTUAL SERVICES	$ 13,500	4%	$ 13,500	Office Cleaning ($2,100), special facility handyman ($1,400), snow and lawn maint. ($10,000)
70000 SERIES TOTAL (Administrative)				**$ 402,760**		**$ 402,250**	
930	82010	SW0	BUILDINGS AND STRUCTURES	$ -		$ -	Misc. Unknown capital expenses
930	84040	SW0	Computer System Software	$ 1,000	116%	$ 1,000	Software licenses: Adobe Pro software
930	84060	SW0	FURNITURE AND OFFICE EQUIPMENT	$ 2,500	69%	$ 2,500	Misc. office furnishings; recycled art; New desktop computer
80000 SERIES TOTAL (Administrative)				**$ 3,500**		**$ 3,500**	
TOTAL 9200010 ADMINISTRATION				**$ 802,450**	**83%**	**$ 812,895**	

Solid Waste Agency of Lake County
FY 2014 Budget v. 2013 and Year to Date Spent (%)

Fund:	Management Center	Account	DESCRIPTION	2013 APPROVED	2013 Expended YTD (%)	2014 REQUESTED	DETAIL
			EDUCATION 9200020				
930	61040	SW2	OPERATIONAL SUPPLIES	$ 6,000	11%	$ 9,000	Public information/school education: plaques, flags, awards, promo items Supplies for other events
930	65180	SW2	MISCELLANEOUS COMMODITIES	$ 14,000	6%	$ 15,000	Supplies, materials & other expenses for workshops, displays, open houses, programs, training, etc. Supplies for member events and to assist schools with events
	60000 SERIES TOTAL (Education)			**$ 20,000**		**$ 24,000**	
930	72830	SW2	PRINTING SERVICES	$ 1,000	2%	$ 2,000	Print work: guides, annual report, newsletters, brochures, flyers, workshop invites, media kits, and other needed public info materials
930	79940	SW2	MISC CONTRACTUAL SERVICES	$ 4,000	24%	$ 4,000	Funding for entertainers and speakers for schools
930	71850	SW2	ADVERTISING	$ 13,000	134%	$ 2,500	Special ads for SWALCO programs
	70000 SERIES TOTAL (Education)			**$ 18,000**		**$ 8,500**	
930	85070	SW2	ALL OTHER CAPITAL OUTLAY			$ -	
	80000 SERIES TOTAL (Education)						
	TOTAL 9200020 EDUCATION			**$ 38,000**	**52%**	**$ 32,500**	

Fund:	Management Center	Account	DESCRIPTION	2013 APPROVED	2013 Expended YTD (%)	2014 REQUESTED	DETAIL
HOUSEHOLD CHEMICAL WASTE (HCW) 9200030							
930	65020	SW2	LABORATORY SUPPLIES	$ 100	105%	$ 100	Supplies for Unknown Test Kit
930	61040	SW2	OPERATIONAL SUPPLIES	$ 12,500	73%	$ 13,000	Safety Gear, OilDry, Brooms, Tape, Visqueen, Spill Cleanup; FirstAid Kits, Respirator Cartridges, Pallets, Etc.
930	65180	SW2	MISCELLANEOUS COMMODITIES	$ 500	97%	$ 500	Grease for crusher, bottled water, etc.
60000 SERIES TOTAL (HCW)				**$ 13,100**		**$ 13,600**	
930	71150	SW2	CONSULTANT FEES	$ 138,800	58%	$ 148,400	Mobile events**$75k** ($12k/event x 6 + 4%); Public Drop-offs **$55k** ($2.2k/event x 24 + 4%); Paint Bulking **$13.7k** ($1.1k/month x 12 + 4%); Suppl Labor **$2.2k** ($45/hrx2x8hrsx3events); Food **$2.5k**
930	71630	SW2	GARBAGE DISPOSAL	$ 5,900	58%	$ 5,600	Mobile Events**3.2k**($490 + 10% x 6 events) + Office**$1.9k** ($140 + 10% x 12 months) + Xtra Service**($500)**
930	79940	SW2	MISC. CONTRACTUAL SERVICES	$ 4,650	74%	$ 5,300	Burris fork lift=**$2.7k** ($425x6+4%) Tents=**$1.7k** ($825 x 2 events); LZ Oil Program **($200)**; Porta John **($450)**, Sign up program **($250)**
930	72110	SW2	LIABILITY INSURANCE	$ -		$ -	Covered under Administrative 930-72110 Liability Insurance
930	72210	SW2	MOTOR VEHICLE MAINT & REPAIR	$ 2,800	18%	$ 2,600	Truck **($2k)**, Fuel **($540)** Truck safety inspections **($60)**
930	72410	SW2	ALL OTHER MAINT AND REPAIRS	$ 24,150	62%	$ 32,250	Dock PM **$1k**, BF preventers PM **$1k**, Fire sys PM **$2k**, Whouse Maint **$2k**, Generator **$1.5k**, HVAC **$3k**, Elec Services **$1.5k**, Fork lift **$1k**, Can Crusher **$1k**, Alarm **$1k**, Overhead Doors **$500**, Fire Extings **$750**, Waterproofing of bldg and window repair **$16k**
70000 SERIES TOTAL (HCW)				**$ 176,300**		**$ 194,150**	
930	82010	SW2	BUILDINGS AND STRUCTURES	$ -		$ -	
930	83010	SW2	MOTOR VEHICLES	$ -		$ -	
930	84060	SW2	FURNITURE AND OFFICE EQUIPMENT	$ -		$ -	
930	85070	SW2	ALL OTHER CAPITAL OUTLAY	$ -		$ -	
80000 SERIES TOTAL (HCW)				**$ -**		**$ -**	
TOTAL 9200030 HCW				**$ 189,400**	**59%**	**$ 207,750**	

Fund:	Management Center	Account	DESCRIPTION	2013 APPROVED	2013 Expended YTD (%)	2014 REQUESTED	DETAIL
RECYCLING 9200040							
930	65180	SW8	MISCELLANEOUS COMMODITIES	$ 12,000	28%	$ 12,000	Electronics Collections, supplies ($400), signage and labels ($4,000); RAS Collection, supplies ($250); Participant recognition ($500); Hospitality for collections ($250); Special collection containers ($4,000); Signage and labels ($600); Compost/rain barrel sale, supplemental stock ($2,000)
60000 SERIES TOTAL (Recycling)				**$ 12,000**		**$ 12,000**	
930	72830	SW8	PRINTING SERVICES	$ -		$ -	
930	79940	SW8	MISC. CONTRACTUAL SERVICES	$ -		$ -	
70000 SERIES TOTAL (Recycling)				**$ -**		**$ -**	
TOTAL 9200040 RECYCLING				**$ 12,000**	**28%**	**$ 12,000**	

Fund:	Management Center	Account	DESCRIPTION	2013 APPROVED	2013 Expended YTD (%)	2014 REQUESTED	DETAIL
			GRAND TOTAL (All Series)	**$ 1,041,850**		**$ 1,065,145**	

Solid Waste Agency of Lake County
FY 2014 Budget v. 2013 and Year to Date Spent (%)

Fund:	Management Center	Account	DESCRIPTION	2013 APPROVED	2013 Expended YTD (%)	2014 REQUESTED	DETAIL
REVENUES 40000							
930	47230	SW0	REVENUE FROM LANDFILL SURCHARGE	$ 635,000	86%	$ 635,000	Countryside LF ($260,000); Zion LF ($375,000).
930	48010	SW0	INTEREST INCOME FROM SURCHARGE BALANCE	$ 12,000	74%	$ 5,000	
930	45380	SW0	REVENUE FROM MUNICIPALITIES	$ 238,000	115%	$ 275,920	O&M Fee at $1.25 per hh per year
930	49910	SW0	MISCELLANEOUS REVENUES	$ 153,750	74%	$ 163,550	Hauler Licensing ($1,750); Payment for e-scrap ($105,000); WMRA payment ($35,000); textiles ($15,000) and Surcharge reimbursement from WMI for Deerfield ($6,800)
TOTAL REVENUES				**$ 1,038,750**	**90%**	**$ 1,079,470**	

A – 3. Contract - Larry Clark, General Counsel

ISSUE: Whether to approve a contract with Larry Clark for legal services.

RECOMMENDATION: SWALCO staff recommends approval of the contract with Larry Clark.

BACKGROUND: The Agency's agreement with Mr. Clark must be approved on an annual basis. Mr. Clark provides legal services on a variety of matters and has been the Agency's counsel since its inception. He provides competent and timely services to the Agency.

The total fees under the attached contract shall not exceed $15,000 and his hourly rate shall be $160 per hour during the one year term of the contract.

ENCLOSED DOCUMENT: General Counsel Agreement with Larry Clark

STAFF: Walter Willis, Executive Director

LARRY M. CLARK 2013/2014
GENERAL COUNSEL AGREEMENT

This Agreement, effective October 24, 2013, is entered into by and between the Solid Waste Agency of Lake County, Illinois (hereinafter referred to as the "Agency") and Larry M. Clark (hereinafter referred to as the "Contractor"). This Agreement is made pursuant to authority granted by the Agency's Board of Directors on October 24, 2013.

WHEREAS, the County of Lake has approved the Lake County Solid Waste Management Plan pursuant to Public Act 85-1198; and

WHEREAS, the Agency is tasked with implementing said Plan; and

WHEREAS, legal services are necessary to assist in the the manners of implementing said Plan; and

WHEREAS, the Agency has deemed it prudent to retain Larry M. Clark to provide said legal services and States Attorney Michael G. Nerheim has authorized retaining Larry M. Clark.

NOW THEREFORE, the Agency and the Contractor hereby agree as follows:

SECTION 1: SCOPE OF SERVICES

The Contractor will supply the following services:

1. Provide legal counsel to the Agency as may be required or requested relative to the implementation of the Solid Waste Management Plan;
2. Attend meetings as requested by the Agency.
3. Be available for legal consultation on related solid waste matters as the need may arise.

SECTION 2: TERM

The term of this Agreement is for the 12 month period, December 1, 2013 through November 30, 2014.

SECTION 3: FEES AND COSTS

The Contractor shall provide the aforestated services for an amount not to exceed $15,000 unless specific authorization is received from the Agency. Said amount is based upon an estimated workload of 94 hours at $160.00 per hour.

Invoicing and payment shall be made, based upon hours worked, on a monthly basis.

SECTION 4: SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Agency and the Contractor respectively and their partners, successors and legal representatives. Neither the Agency nor the Contractor shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

SECTION 5: HOLD HARMLESS

The Contractor shall indemnify and hold the Agency harmless from all fines, suits, claims, demands, actions, costs, obligations, attorneys' fees of any kind arising out of the sole negligent actions of the Contractor's performance of this Agreement. The Agency does hereby covenant and agree to indemnify and hold harmless the Contractor from any fines, suits, claims, demands, actions, costs, obligations, attorneys' fees, or liability of any kind arising from a negligent act by any of the employees or agents of the Agency.

SECTION 6: AGREEMENT MODIFICATIONS

All adjustments, additions, and/or deletions to this Agreement are subject to the written approval of both parties.

The foregoing constitutes the entire Agreement between the parties and no verbal statement shall supercede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on this 24th day of October, 2013.

CONTRACTOR:

_____

LARRY M. CLARK
Attorney at Law

AGENCY:

_____

LARRY MOUNT, Chairman
Board of Directors,
Solid Waste Agency of Lake County, Illinois

Attest:

_____

Secretary

A – 4. Contract – Kip Kolkmeier, Lobbyist

ISSUE: Whether to approve a contract with Kip Kolkmeier for lobbying services.

RECOMMENDATION: SWALCO staff recommends approval of the contract with Kip Kolkmeier.

BACKGROUND: Mr. Kolkmeier provides legislative lobbying services to the Agency and has been the Agency's lobbyist for the past 9 years.

This is a 2 year fixed contract for the 2014 and 2015 fiscal years. The contract amount shall not exceed $37,250 per year and will be paid in 4 installments of $18,625 in December 2013, May 2014, December 2014 and May 2015. The contract amount for FY 2013 was $36,500 per year.

ENCLOSED DOCUMENT: Contract with Kip Kolkmeier

STAFF: Walter Willis, Executive Director

Kolkmeier Consulting

1111 Williams Blvd.
Springfield, IL 62704

Kip Kolkmeier
Legislative Consultant

Tel (312) 339-6540 Fax (217) 793-7787
Kiplund.Kolkmeier@KolkmeierConsulting.com

July 25, 2013

Walter Willis
Executive Director
SWALCO
1311 N. Estes Street
Gurnee, IL 60031

RE: 2014-2015 SWALCO Legislative Consulting Contract

Dear Walter,

I appreciate the opportunity to continue to work on behalf of the Solid Waste Agency of Lake County ("SWALCO"). If this agreement is acceptable to you, please execute a copy and return it to me.

1. Parties to the Agreement. The parties to this agreement are Kiplund R. Kolkmeier, doing business as Kolkmeier Consulting, referred to herein as "Contractor", and SWALCO.

2. Term and Duties. The term of this agreement shall be for the period December 1, 2013 to November 30, 2014. During the term, Contractor shall provide legislative consulting services. It is acknowledged and agreed by both parties that Contractor is not an employee of SWALCO and shall provide services under this agreement through the exercise of Contractor's independent professional judgment. It is also understood that Kolkmeier Consulting is not a law firm and the services provided under this contract are legislative consulting services and not the provision of legal services.

3. Fee. The fee for legislative consulting services under this agreement shall be a fixed amount of $37,250 for 2014 and $37,250 for 2015. Unless agreed upon by SWALCO, this fixed amount shall be Contractor's sole compensation for the period of this agreement. The amount of the retainer will be payable in four installments; $18,625 in December 2013, $18,625 in May 2014, $18,625 in December 2014, and $18,625 in May 2015.

4. Liability. For purposes of this agreement, Contractor is a sole proprietor and assumes all risk of loss, indemnifies and holds harmless SWALCO from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs and attorneys fees, and related expenses that result directly from Contractor's negligent or intentional acts or omissions.

5. Benefits. Contractor acknowledges that he is not an employee of SWALCO and therefore is not entitled to receive or participate in any benefit program of SWALCO including any life, health, disability, retirement or other program that may from time to time be in place.

If this agreement is consistent with your understanding of our arrangement, then please execute where indicated and return a copy to me. Please let me know if you have any questions regarding the agreement.

Very truly yours,

Kiplund R. Kolkmeier

Signed and approved:

_____

Dated_____

Memo to the Board of Directors October 24, 2013

A - 5. Appointing Citizens Advisory Committee for 2014 Plan Update

ISSUE: Whether to appoint a Citizens Advisory Committee (CAC) for the 2014 Plan Update.

RECOMMENDATION: Staff and the Executive Committee recommend approval of appointing a CAC.

BACKGROUND: The role of the CAC is critical to the development of a Plan Update that is reflective of the various interests of the County. The CAC will be actively involved in the planning process and will work closely with SWALCO staff to develop a consensus-based Plan Update. The importance of the CAC is recognized by the Illinois Solid Waste Planning and Recycling Act, which states:

> *Prior to adopting a waste management plan for submission to the Agency (IEPA), the county shall form an advisory committee, which shall include representatives from municipalities within the county, citizen organizations, industry, the private solid waste management industry operating within the county, local recyclers and any other persons deemed appropriate by the county. The advisory committee shall review the plan during its preparation, make suggestions and propose any changes it believes appropriate.*

Proposed formation and structure:

Membership: It is recommended that the CAC include the members who previously served on the 60% Recycling Task Force (see attachment for a list of recommended appointees). Staff previously sent the Task Force members an email (about 4 weeks ago) indicating that they may be appointed to serve on CAC for the 2014 Plan Update. All members of the 2009 CAC are represented on the proposed list for the 2014 CAC.

Terms of Membership/Office: The term of appointment would be approximately one year or until the 2014 Plan Update is adopted by the Lake County Board. At that time the CAC would be disbanded until the next 5 year plan update or until the Executive Committee and Board of Directors felt it was appropriate to reform the CAC.

Meetings: The committee will likely meet 4 to 6 times during the next year.

General Responsibilities: The committee will assist in the planning process to develop a consensus-based plan update and will present written and/or oral reports to the Board as necessary.

FISCAL IMPACT: None

ENCLOSED DOCUMENT: Proposed Membership List

STAFF: Walter S. Willis, Executive Director

LAKE COUNTY CITIZENS ADVISORY COMMITTEE

2014 Solid Waste Management Plan Update

Member's Name	Affiliation
1. Dennis Bahr	Private Citizen
2. Larry Blacik	Private Citizen
3. Rick Bulthuis	Republic Services
4. Pat Carey	Lake County Board Member
5. Josh Connell	Lakeshore Waste Services
6. Beth Lewin Dean	Private Citizen
7. Christine Gentes	Lake County Municipal League
8. David Gorter	DK Organics
9. Mike Hey	Waste Management, Inc.
10. Drew Irvin	Lake Bluff, Village Manager
11. Alan Josephsen	Alan Josephsen Co., Inc.
12. Barbara Klipp	Incinerator Free Lake County
13. Ted Krueger	Midwest Organics
14. Robert Lenzini	MBL Recycling, Inc.
15. Jim Lewis	Advanced Disposal
16. Ann Maine	Lake County Board Member
17. Jean McCue	Round Lake Park, Trustee
18. Amy McEwan	Lake County Administrator's Office
19. Josh Molnar	Groot Industries
20. Maryanne Natarajan	Incinerator Free Lake County
21. Chris Pado	Sierra Club
22. Tim Petersen	Lakes Disposal Services
23. Steve Schweinsberg	Prairieland Disposal
24. Ed Seidman	Private Citizen
25. Marilyn Shineflug	Private Citizen
26. Dan Tichenor	Private Citizen

A – 6. Agreement with Chicago Textile Recycling

ISSUE: Whether to recommend to the Board of Directors that the Agency approve an agreement with Chicago Textile Recycling (CTR) to work with SWALCO to implement a clothing, shoes and textile recycling program in Lake County.

RECOMMENDATION: SWALCO staff and the Executive Committee recommend approval.

BACKGROUND: This summer SWALCO staff began researching whether to implement a textile recycling program in Lake County. With an excellent shoe recycling program already in place it made sense to evaluate expanding the program to all textiles. With the announcement from Nike that it was no longer going to partner with SWALCO on the gym shoe recycling we had a need to find a new vendor to manage the shoes we collect.

Merleanne Rampale did most of the research and obtained proposals from three textile recycling companies. After reviewing those proposals and working with two of the companies on shoe recycling this past summer, SWALCO staff is recommending that we enter into a 2 year contract with Chicago Textile Recycling, a division of Wipeco, Inc (attached). Under this contract we plan to establish numerous permanent drop-box locations (we already have a list of interested members with potential sites) and conduct one-day collection events as well. Per the attached agreement, Chicago Textile Recycling will pay SWALCO $0.18 per pound for clothes and textiles, and $0.67 per pound for shoes (all types of shoes). For existing collection sites and programs in Lake County already being run by Chicago Textile, SWALCO will receive $.08 per pound with the collection site (many are schools) receiving $.10 per pound (what they are already getting).

ENCLOSED DOCUMENT: Proposed Agreement with Chicago Textile Recycling

STAFF: Merleanne Rampale and Walter Willis

CLOTHING, SHOES AND TEXTILES RECYCLING
AGREEMENT BETWEEN
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS AND
CHICAGO TEXTILE RECYCLING, A DIVISION OF WIPECO, INC.

THIS AGREEMENT entered into 1st this day of November, 2013 by and between the Solid Waste Agency of Lake County, Illinois (Agency) and Chicago Textile Recycling (Contractor).

WITNESSETH:

WHEREAS, the Agency is a municipal corporation and public body politic and corporate of the State of Illinois; and

WHEREAS, the Agency is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, one of the purposes of the Agency is to implement the Lake County Solid Waste Management Plan as adopted by the Lake County Board September 12, 1989 and amended from time to time thereafter; and

WHEREAS, the Agency established a program for shoe recycling in order to divert more materials from the waste stream; and

WHEREAS, the Agency has established and managed a Shoe Recycling Program for residents and community organizations throughout Lake County since 2004; and

WHEREAS, the Agency wishes to continue providing opportunities to the residents of Lake and organizations within Lake County to collect and recycle clothing, shoes and textiles; and

WHEREAS, the Agency wishes to enter into an agreement with a contractor to fulfill the work of transporting, processing and recycling clothing shoes and textiles collected within Lake County; and

WHEREAS, the Contractor has submitted a Proposal (See Exhibit A) offering to provide services at no cost to the Agency.

NOW, THEREFORE, in consideration of the forgoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the Agency and the Contractor as follows:

ARTICLE I
RECITALS

Section 1.01 Incorporation of Recitals. The parties agree that the recitals have been incorporated into the text of this Agreement. This Agreement constitutes the entire Agreement between the Contractor and the Agency with respect to providing the necessary work of transporting, processing and recycling of clothing, shoes and textiles collected by Agency Collectors.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. For purposes of this Agreement, the following words and phrases shall be given the following respective meanings.

"Agency" means the Solid Waste Agency of Lake County, Illinois.

"Agency Collected Clothing, Shoes and Textiles" means all clothing, shoes and textiles collected by members of the Agency and other entities within Lake County.

"Agency Collector" or "Collector" means one or more municipalities or any other entities within Lake County who host a collection site or serve to collect Clothing, Shoes and Textiles in any capacity.

"Agreement" means this Agreement, between the Agency and the Contractor.

"Contractor" means Chicago Textile Recycling, a Division of Wipeco, Inc.

"Facility" means the processing facility, together with appurtenant structures and equipment located at 250 N. Mannheim Rd., Hillside, IL, along with other facilities that are operated by the Contractor.

"Agency Collection Site" means a specific location within Lake County, Illinois where an Agency Collector operates a collection program or holds a Clothing, Shoes and Textiles Recycling Collection Event.

"Non-Acceptable Material" means materials such furniture, home appliances, or more specifically, any items that do not fall into the category of clothing, shoes and textiles listed in Exhibit A as unacceptable items.

"Payment" means the number calculated by multiplying the weight of material collected by the value of the material per pound according to Exhibit A.

"Clothing Shoes and Textiles" means any form of clothing, shoes, textiles or materials/items that are collected through an Agency collection site that is generally in accordance with the Contractor's list of acceptable items as provided in Exhibit A.

ARTICLE III
OBLIGATIONS OF THE PARTIES

Section 3.01 Contractor Responsibilities.

The Contractor agrees to and will be responsible for providing the following:

a) Clothing, Shoes and Textile collection, processing, recycling or reuse services consistent with the Contractor's proposal to SWALCO (Exhibit A);

b) Provide a list of existing collection groups/sites that Contractor has previously worked with in Lake County (Exhibit B); and

c) If additional related responsibilities that are not listed in this section are available through the Contractor, the Contractor shall provide the additional related services in accordance with all term, conditions and specifications contained in the Agreement. Additional related services may not be provided to the Agency without the Agency's prior approval.

ARTICLE IV
INSURANCE REQUIREMENTS

Section 4.01 Insurance. Contractor shall obtain and maintain insurance coverage of the types, in the amounts and containing such provisions as follows:

	Type of Insurance	Required Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employers' Liability	$500,000 per accident $500,000 disease (policy limit) $500,000 disease (each employee)
3.	Commercial General Liability including "occurrence" coverage for:	
	a. Premises and operations, independent contractors protective combined contractual liability, broad form contractual liability, broad form property damage and XCU hazards.	$1,000,000 per occurrence for bodily injury and property damage $1,000,000 annual aggregate per location for bodily injury and property damage combined.
	b. Products and completed	$1,000,000 per occurrence for bodily

operations (including broad form property combined damage) injury and property damage combined.	injury and property damage $1,000,000 annual aggregate for
c. Personal injury liability (with employment exclusion deleted)	$1,000,000 per occurrence $1,000,000 annual aggregate
4. Business Auto liability (including injury owned, non-owned and hired vehicles)	$1,000,000 per accident for bodily and property damage combined.
5. Umbrella/Excess liability (to apply as excess over 2 and 3 above)	$3,000,000 per occurrence $3,000,000 annual aggregate

All liability coverage shall be written on an occurrence basis. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be canceled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the Agency by certified mail.

Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself and the Agency.

ARTICLE V
INDEMNIFICATION AND WAIVER

Section 5.01 Indemnification.

a) Contractor shall, to the extent permitted by law, at its sole cost and expense indemnify, defend, keep and save harmless the Agency, its Members, its Directors and Alternate Directors, Lake County Townships, and officials, employees, agents and consultants of the Agency, (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against (i) all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Contract or the performance thereof, to the extent alleged or determined to be caused through the misconduct, negligence or omission of Contractor or any agent or employee, or any subcontractor or their respective employees or agents, or (ii) any Loss arising out of or in connection with the operation of the Facility. Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, Contractor shall, at its sole cost and expense, satisfy and discharge the same. Contractor expressly understands and agrees that insurance required by this Contract or otherwise provided by Contractor or such Indemnified Party shall in no way limit the responsibility to

indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

b) The Indemnification obligations set forth in this section shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this section shall not apply to a Loss which arises solely out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence.

c) Nothing in this section shall apply to suits or actions which are barred by the applicable statute of limitations.

d) The Agency agrees, to the extent permitted by law, that it shall protect, indemnify, and hold harmless the Contractor and its affiliates (including subsidiaries), and their respective officers, members, employees and agents (the "Contractor Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the Contractor Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property arising out of the acts or omissions of the Agency including its officers, employees and agents in the performance (or nonperformance) of the Agency's obligations under this Agreement. The Agency is not, however, required to protect, indemnify or hold harmless any Contractor Indemnified Party for loss or claim resulting from performance (or nonperformance) of the Contractor's obligations under this Agreement or the negligence or willful misconduct of any Contractor Indemnified Party. The Agency's aforesaid indemnity is for the exclusive benefit of the Contractor Indemnified Parties, and in no event shall such indemnity inure to the benefit of any third Person.

Section 5.02 Survival. This Article V shall survive termination of this Agreement.

ARTICLE VI
DELIVERY AND PROCESSING OF CLOTHING, SHOES AND TEXTILES

Section 6.01 Title to Waste. To the full extent recognized and permitted by law, all rights, title and interests to any material, of whatever nature, delivered to the Facility pursuant to this Agreement and accepted by the Contractor shall vest in the Contractor immediately upon such acceptance.

Section 6.02 Transportation, Processing and Accounting of Clothing, Shoes and Textiles .

a) Fees Waved. For the term of this Agreement, it shall be mutually agreed upon that all transportation and processing fees shall be waived, for any Agency collected clothing, shoes and textiles that are received at the Facility.

b) Accounting and Processing of clothing, shoes and textiles. The Contractor shall account for and process all Agency collected clothing, shoes and textiles according to the terms outlined within the parameters of Exhibit A.

Section 6.03 Disposal and Processing Fees for Non-Acceptable Material. In the event that Non-Acceptable Material is received at the Facility, the Agency and Contractor will cooperate to identify the cause and find an acceptable solution. Except for costs in connection with Non-Acceptable Material that may be received at the Facility, fees, including reimbursable expenses (if any), for any services performed by Contractor not contemplated herein, shall be mutually agreed upon by Agency and Contractor in an addendum to this Agreement.

ARTICLE VII
TERM

Section 7.01 Term. The Term of this Agreement shall be in effect from November 1, 2013 through October 31, 2015. At the end of any agreement term, the Agency reserves the right to extend the agreement for a period of up to sixty (60) days. The Agency reserves the right to (with mutual written agreement from the Contractor) renew the agreement for three (3) additional one (1) year periods.

ARTICLE VIII
PAYMENTS AND REPORTING

Section 8.01 Payments for Clothing, Shoes and Textiles,. For the Term of this Agreement, it shall be mutually agreed upon that the Contractor will pay a Per Pound Payment to the Agency for all clothing, shoes and textiles received by the Contractor. The Per Pound Payment will be calculated and paid quarterly in accordance to the calculations as specified in Exhibit A.

Section 8.02 Reporting. The weights and composition of Agency Collected Clothing, Shoes and Textiles delivered to the Facility from each Collection Site shall be reported to the Agency utilizing the reporting procedure as outlined in Exhibit A.

ARTICLE IX
REPRESENTATIONS

Section 9.01 Representations and Covenants of Agency. The Agency represents and covenants to the Contractor that:

a) The Agency is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

b) This Agreement has been duly entered into and delivered by the Agency and, binding obligation of the Agency, fully enforceable in accordance with its terms.

Section 9.02 Representations and Covenants of Contractor. The Contractor hereby represents to the Agency that:

a) The Contractor is qualified to do business in the State and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

b) The Contractor holds, or is expressly authorized under, the necessary patent rights, licenses, certifications and franchises to recycle Agency Collected Clothing, Shoes and Textiles pursuant to the terms of this Agreement.

c) This Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of the Contractor, fully enforceable in accordance with its terms.

ARTICLE X
MISCELLANEOUS

Section 10.01 Compliance with Laws. Contractor shall comply with all local, state and federal laws and regulations. In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap.

Section 10.02 Assignment. This Agreement may not be assigned by either Party without the prior consent of the other Party, except that the Contractor may, without such consent, assign its interest hereunder to any Affiliate in which event the Affiliate shall assume all the obligation and undertakings of Contractor under this Agreement; provided, however, that such assignment shall not relieve the Contractor from its obligations and undertakings under this Agreement and the Contractor shall execute such documents as are necessary to assure that the terms of this Agreement shall continue to remain in full force and effect. The Contractor may however, without such consent, make such assignments and create such mortgage and security interests as may be required in connection with any financing or refinancing in respect of all or part of the Facility or any modification thereof or addition thereto; provided that such assignment or interest

shall not relieve the Contractor from its interest hereunder to a governmental successor of the Agency or an authority or Agency of the County, which shall not relieve the Agency of its obligations hereunder.

Section 10.03 Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses and shall be effective on receipt thereof:

(a) If to Agency:

Executive Director
Solid Waste Agency of Lake County, IL
1311 North Estes Street
Gurnee, Illinois 60031
Fax Number: (847) 336-9374

Chairman
Solid Waste Agency of Lake County, IL
(Same Address)

(b) If to Contractor:

President
Chicago Textile Recycling, a Division of Wipeco, Inc.
250 N. Mannheim Rd., Unit B
Hillside, IL 60162
Fax: (708) 544-7248

Either Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such Party by a duly authorized officer or employee.

Section 10.04 Relationship of the Parties. Neither Party to this Agreement shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other Party, and except as provided herein nothing shall constitute either Party as a partner, agent or representative of the other Party, or to create any fiduciary relationship between the Parties. Contractor shall have no right or claim against the Members, or any of them, for any default, nonperformance, or breach of the terms and provisions of this Agreement by the Agency.

Section 10.05 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any other breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the

other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other beach under this Agreement.

Section 10.06 Authorized Representatives. For purposes of this Agreement, the Parties' authorized representatives are as follows:

For Contractor:	President or Chief Financial Officer Chicago Textile Recycling, a Division of Wipeco, Inc. 250 N. Mannheim Rd., Unit B Hillside, IL 60162
For Agency:	Executive Director Solid Waste Agency of Lake County, IL 1311 North Estes Street Gurnee, Illinois 60031 Fax Number: (847) 336-9374

Either Party may change its authorized representative at any time by written notice to the other Party.

Section 10.07 Article and Section Captions: References. The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof. Except as otherwise indicated, all references herein to sections and articles are to sections and articles of this Agreement.

Section 10.08 Amendment. No amendment, modification or change to this Agreement shall be effective unless same shall be in writing and duly executed by the Parties.

Section 10.09 Agreement Governed by Illinois Law. This Agreement shall be governed by the laws of the State of Illinois.

Section 10.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Agency and the Contractor.

Section 10.11 Execution of Documents. This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

Section 10.12 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination implement and give effect to the intentions of the Parties as reflected herein, and the other terms of this Agreement, as so amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect; provided, however that the foregoing to the contrary notwithstanding, if any such determination holds invalid, illegal or unenforceable the provisions of this Agreement pertaining to the Agency's and/or the Members' obligation to collect Electronics, then this Agreement may be terminated at the option of the Contractor by written notice thereof, effective as of the date of such written notification.

Section 10.13 Further Assurances. Each Party agrees to, and shall use all reasonable efforts to, provide such information, execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption or obligations other than those provided for in this Agreement in order to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 10.14 Notices of Breach. Unless specifically provided elsewhere in this Agreement, at least fifteen (15) days' prior written notice shall be required to be given by one Party to the other Party of any breach of this Agreement by the other Party hereto or failure to fulfill any requirement of this Agreement by a Party, in order to allow the Party receiving such notice to cure any such breach, or to commence and diligently pursue the cure of any such breach which cannot reasonably be cured during such fifteen-day period, or to allow such Party time to prepare for, question or contest the fact that any such requirement of this Agreement has not been fulfilled.

Section 10.15 Notice to Cancel. The Agreement may be canceled without cause by either Party upon one hundred twenty (120) days' written notice.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed in their respective names and have caused this Agreement to be attested, all by their duly authorized officers, or representatives and the Contractor and the Agency have caused this Agreement to be dated as of the date and year first written above.

Chicago Textile Recycling,
a Division of Wipeco, Inc.

By: _____
President or authorized Agent

Attest:

By: _____
Secretary

SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS

By: _____
Chairman, Board of Directors

By: _____
Secretary

EXHIBIT A
CHICAGO TEXTILE RECYCLING PROPOSAL TO SWALCO

Chicago Textile Recycling

www.chicagotextilerecycling.com Phone: (708) 544-7247 Fax: (708) 544-7248

Agreement for Textile Recycling Partnership

Prepared For Chicago Textile Recycling and Solid Waste Agency of Lake County
Prepared August 2, 2013 Valid through August 1, 2014

Wipeco, Inc. (D.B.A. Chicago Textile Recycling) and Solid Waste Agency of Lake County (SWALCO) will enter into a partnership to promote Textile Recycling in the Lake County Area. The following document serves to outline the program and partnership. It is not binding, and can be modified, changed or dissolved at any time with written approval from both parties.

About the Partnership

The purpose of this partnership is to create and promote a complete and solid textile recycling program within SWALCO and all of Lake County (not limited to: municipalities, schools, churches, corporations, groups, etc.). Chicago Textile Recycling will serve as the exclusive textile recycler working on behalf of SWALCO.

Chicago Textile Recycling will provide program details and logistical support for textile recycling programs. In addition, Chicago Textile Recycling will collect and recycle all materials via one of the various recycling methods available within the textile recycling industry.

SWALCO will aid in the marketing and outreach of the textile recycling programs which may include but is not limited to: blast emails, letters of support, distribution of marketing materials, and other actions items as determined by both parties.

Chicago Textile Recycling agrees to purchase all collected textile items (clothes, linens, shoes, purses, belts, stuffed animals, etc.) from SWALCO. Used Clothing is a commodity item, and although pricing is quoted in this proposal, any drastic shift in the market may require both parties to reevaluate the pricing. Chicago Textile Recycling will always work to keep the prices high and fair to ensure that the partnership is successful.

About the Programs

Option 1. – Recycling Opportunities for SWALCO or partners or groups including municipalities or other groups in Lake County

Chicago Textile Recycling is capable of assisting SWALCO to offer recycling collection opportunities for textiles. These events can be established as "Textile Only" events or as "Multi-Material Recycling" events where Chicago Textile Recycling assists with the Textile Collection.

Option 1a. - Single-Day Events Using the Chicago Textile Recycling Fleet

Structure: Single-Day Recycling Events (Typically arranged for 4-6 hours of collection time).

Benefits: Short-term with no long-term commitments. No expenses outside of individual advertising of event and publicity. Chicago Textile Recycling will provide a uniformed driver who is trained and able to assist with loading the truck. Fast Results!!

Arrangements: SWALCO will establish Individual Memorandums of Understanding (MOU) between the Agency and the sponsoring organization or municipality. SWALCO will notify CTR to reserve the date, time, location, and anticipated volume for any groups that contact SWALCO directly. If an organization contacts CTR directly, CTR should appraise SWALCO, and SWALCO will work with organization to establish a MOU as above and provide any further information needed to CTR. The collection site will be responsible for ensuring that all required event permits or parking/space approval is granted.

Anticipated Volume	Logistic Capabilities	Collection Length	Provided Marketing Materials
0-6,000 lbs. (0-300 bags)*	1 Driver (can assist with loading) 1 Truck (16 foot box truck)	One-Day Event (Typically 4-6 Hours for Collection)	• Social Media Exposure • Press Release • Flyer with branding logos of WCCSWA, Municipality and CTR • Textile Recycling Fact Sheet Flyer for Attendees
6,000-12,000 lbs. (300 – 600 bags)*	2 Drivers (can assist with loading) 2 Trucks (16 foot box truck		

* Bag counts are approximate. Typically a bag of clothing will weigh between 15- 20 lbs.

Agreement for Textile Recycling Partnership

Prepared For Chicago Textile Recycling and Solid Waste Agency of Lake County
Prepared August 2, 2013 Valid through August 1, 2014

Option 1b. - Long term Events Using the Semi-Trailers

Structure: Chicago Textile Recycling, will provide a 48' semi-trailer to park outside on a mutually agreed upon date. The organization or municipality can then fill the trailer gradually over a period of time (typically within 3 months). Once the trailer is filled, the host site will notify Chicago Textile Recycling. The trailer will be picked up within one week of notice and will be arranged at a mutually agreed upon time. Trailers can be "swapped" allowing for continuous collection – or they can be placed and removed for shorter-term collections.

Benefits: Long-term events allow for continuous textile recycling within the municipalities. This option also provides an effective ongoing textile recycling solution for their communities as well as the benefits of on-going textile diversion from landfills. Ongoing Results!!

Arrangements: SWALCO will establish individual MOUs with organizations or municipalities and will notify CTR to reserve trailer and schedule date, time, and location for trailer drop-off. If an organization contacts CTR directly, CTR should appraise SWALCO, and SWALCO will work with organization to establish a MOU as above and provide any further information needed to CTR. Site will be responsible for ensuring that all required event permits or parking/space approval is granted. Chicago Textile Recycling will ensure that all semi-trailers are up-to-date with DOT and licensing inspections and requirements.

Anticipated Volume	Logistic Capabilities**	Collection Length	Provided Marketing Materials
18,000-20,000 lbs.+ (900-1300 bags)*	1 Driver (for drop-off only. Is not a Chicago Textile Recycling employee, so cannot assist with loading) 1 Semi-Trailer (48' or 53')	Up to 3 months to fill semi-trailer. Trailers can be "swapped-out" when full to accommodate year-round collection.	• Social Media Exposure • Press Release • Flyer with branding logos of WCCSWA, Municipality and CTR • Textile Recycling Fact Sheet Flyer for Attendees

* Bag counts are approximate. Typically a bag of clothing will weigh between 15- 20 lbs.

Option 2 – Shoe Recycling Program

Chicago Textile Recycling is willing to assist SWALCO with your current shoe recycling collection by allowing this program to help raise funds. This proposal is created based on picking up all shoes from one centralized location. If preferred, SWALCO can drop off Gaylord's at our warehouse and receive additional funds.

Option 2a. – Shoe Recycling Program - Pickup
Chicago Textile Recycling will pick-up accumulated shoes on an as-needed base based on the structure outlined below (See: Structure). In addition, Chicago Textile Recycling will provide rubber bands, free of charge, for the pairing of shoes collected. For collection and pick-up ease we ask that all shoes be stored in Gaylord boxes. CTR will provide Gaylord boxes free of charge to SWALCO.

Structure: The following is an outline of the shoe recycling program pickup requirements.

- All Shoes must be physically paired together: Laces Tied Together, Non-Laced Shoes Rubber-Banded Together or in pairs within tied bags.
- Due to our shoes being set for reuse we are unable to accept: (Stiletto) Heals over 2", Winter Boots, Ice Skates, Roller Blades
- Pick-Ups can be arranged based on the following minimums:
  - 2 Gaylord's minimum, if truck is already routed in your area of pick-up
  - 6 Gaylord's minimum, if truck makes a special trip in your area of pick-up.

Agreement for Textile Recycling Partnership

Prepared For Chicago Textile Recycling and Solid Waste Agency of Lake County
Prepared August 2, 2013 Valid through August 1, 2014

Option 3 – Textile Recycling Bin Program

Chicago Textile Recycling is willing to assist with developing and servicing a textile bin collection program. For any Bin Program, Bins would need to be ordered and graphics need to be designed and installed. Bins would be ordered after an official agreement has been created and signed. Lead time for bin ordering and design can be anywhere from 2 weeks to 2 months, depending on vendor stock.

Chicago Textile Recycling Provides Recycling Bins and Route Collection
Chicago Textile Recycling will provide 10-20 textile collection bins to establish the program and will be in discussion with SWALCO if/as opportunities arise to grow the program.

Bins & Graphics - Bins will be labeled with graphics specific to SWALCO promoting their brand and program. Graphics must follow guidelines set forth by the Drop Box Operator code of conduct, S.M.A.R.T. Chicago Textile Recycling is responsible for replacing or repairing any damaged bins.

Bin Placement - SWALCO is responsible for arranging the placement of bins. Any bin placement must follow the proper ordinances and have any required permits. Chicago Textile Recycling will provide a contract between the location, SWALCO and Chicago Textile Recycling. Chicago Textile Recycling will monitor frequency of pick-ups and fullness of bins. Bins are to average a minimum of 800lbs per month per bin to be a viable collection location. If this minimum is not being met, Chicago Textile Recycling may request that SWALCO seek an alternate location for placement. Chicago Textile Recycling will place bins on a mutually agreed upon date. A minimum of 5 bins must be placed during the initial drop. Additional bins can be added one at a time if necessary. Bins must be located within the Lake County Area. If possible, please keep geographic proximity in mind when placing, to help keep fuel emissions to a minimum when routing pick-ups.

Servicing & Pick-Ups - Chicago Textile Recycling will provide a truck and driver to service all bins. Service will start the first week at 3x per week, and will be adjusted to accommodate the need per location. Bins will be serviced at minimum, once every alternating week. Bins will be locked and accessible only by Chicago Textile Recycling drivers. Bins will display a hotline phone number where additional pick-ups can be requested if necessary.

Option 4 - Educational Programs

Chicago Textile Recycling is willing to assist SWALCO with providing Textile Recycling educational programs as a way to increase awareness for textile recycling and promote textile recycling within the community. Chicago Textile Recycling would assist with providing educational program on textile recycling for SWALCO to offer to local schools. This would be an opportunity to increase awareness about textile recycling.

Structure: Chicago Textile Recycling will provide educational materials to present to schools on behalf of SWALCO.

Benefits: Increased community awareness. Important educational outreach provided for youth.

Arrangements: Individual agreements will need to be completed by the participating schools. Chicago Textile Recycling is permitted to offer the individual schools fundraising opportunities through the Chicago Textile Recycling's currently established fundraising program (as outlined in the Chicago Textile Recycling Event Planning Packet).

Agreement for Textile Recycling Partnership

Prepared For Chicago Textile Recycling and Solid Waste Agency of Lake County
Prepared August 2, 2013 Valid through August 1, 2014

Educational Presentations/Materials: Chicago Textile Recycling will provide educational materials including but not limited to slide-shows, videos, facts & statistics, worksheets and samples of recycled products. Chicago Textile Recycling staff members may be available to lead interactive workshops or presentations.

Option 5 – Chicago Textile Recycling Contacts

Chicago Textile Recycling has been working diligently within the state of Illinois to spread the word of textile recycling. Our current contact base includes organizations (schools, churches, corporations, etc.) within Lake County, IL. Within this agreement, CTR agrees to include SWALCO in a revenue share with our existing contact listing. CTR will provide a list of existing/current contacts (Exhibit B) to SWALCO before the agreement is finalized.
Payment will be as stated in the "Payment Details" below.

Payment Details

Checks will be made out to: *Solid Waste Agency of Lake County, 1311 North Estes, Gurnee, IL 60030. With the exception of schools, SWALCO will revenue share with organizations or municipalities based on agency revenue sharing policies and procedures.*

Payments for Clothing and Textiles: Wipeco, Inc. (Chicago Textile Recycling) will pay SWALCO $0.18/lb. for all goods collected for any collection within Lake County, IL or for the Agency, whether referred to by SWALCO or by those groups or organizations (including corporations, community groups, libraries, churches, municipalities or any other groups or organizations within Lake County or for Lake County) who contact CTR directly, with the exclusion of schools and existing contacts only. In the case of schools and existing contacts, one check will be sent to SWALCO (.08/lb.) and one check will be sent to the school (.10/lb.). Checks will be cut monthly, made payable to SWALCO and mailed to SWALCO offices. A report will be provided that will detail the pick-up dates with the corresponding weights for all collections and collection events. May include other items as agreed upon (e.g. stuffed animals, etc.) by both CTR and SWALCO. Excludes large items such as, but not limited to: furniture, appliances and electronics.

Payments for Shoes: Wipeco, Inc. (Chicago Textile Recycling) will pay $0. 67/lb. for all shoes collected and picked up. Checks will be cut monthly and mailed to the SWALCO offices. A report will be provided that will detail the pick-up dates with the corresponding weights.

Payments for Schools: Any compensation received through school-based collections, whether schools directly contact CTR or are referred by SWALCO, will be split as follows: schools will receive $0.10/lb. per CTR Green Fundraising Program and SWALCO will receive $0.08/lb. as a revenue share.

Payments for CTR's Established/Existing Contacts/Groups:
Payments for The revenue share breakdown is as follows:
Organization (CTR current existing contacts listing) $0.10/lb.
SWALCO $0.08/lb.

Agreement for Textile Recycling Partnership

Prepared For Chicago Textile Recycling and Solid Waste Agency of Lake County
Prepared August 2, 2013 Valid through August 1, 2014

Agreement

The above stated terms are accepted by both parties. These terms will require renewal as of August 1, 2014. However, adjustments to these terms are welcome at any time, pending written approval from both parties.

_____	_____	_____	_____
Chicago Textile Recycling Coordinator	Date	Solid Waste Agency of Lake County	Date

Chicago Textile Recycling

www.chicagotextilerecycling.com Phone: (708) 544-7247 Fax: (708) 544-7248

Recycling Items Specifications- Clothing Drives

Due to our processing capabilities, and the capabilities of our associates, Chicago Textile Recycling must limit our collections based on the following requirements. This list may not be comprehensive, if you have questions please contact a Chicago Textile Recycling team member.

Packaging Specifications

Ensure all items are clean, dry and free of odors. We will accept items that are stained or torn. Remove all hangers. **Ensure all items are in sealed plastic bags.**

Due to processing limitations, Chicago Textile Recycling CANNOT accept items of ANY KIND that are WET/ DIRTY/ NASTY/ SMELLY or SEVERLY DAMAGED.

Clothing and Household Textiles

List of Acceptable Items:

Clothing Items

Blouses	Coats	Dresses
Pants	Shirts	Socks
Swimsuits	Suits	Tuxedos
Sweaters	Undergarments	Ties
Socks	Jeans	Hats
Jackets	Scarves	

Household Textiles

Bedspreads	Sheets	Blankets
Drapes	Sofa Covers	Quilts
Towels	Washcloths	Curtains

List of Unacceptable Items:

Household Textiles

Pillows	Sleeping Bags	Mattresses
Rugs	Carpet	Cushions
Foam Furniture	Foam Mats	Vinyl Shower Curtains

Paired Shoes

List of Acceptable Items:

Paired Shoes

List of Unacceptable Items:

High Heals over 2"	Slippers
Ice/Roller Skates	Winter/Rubber Boots
Single Shoes	Extremely Damaged/Broken Shoes

Soft Toys

List of Acceptable Items:

Stuffed Animals Plush Toys

List of Unacceptable Items:

Hard Plastics Toys Wooden Toys
Dolls

Purses/Belts

List of Acceptable Items:

Purses Handbags
Backpacks Totebags
Belts

List of Unacceptable Items:

Large Luggage

Always Unacceptable Items

Wet Items	Smelly Items	Dishes
Kitchen Supplies	Tools	Lamps
Furniture	Appliances	Blinds
Wood	Paper	Wrapping Paper
Office Supplies	Games	Puzzles
Hard Toys	Books	Car seats
Electronics	Strollers	Figurines
Glass Items	Metal Items	Plastic Items

Chicago Textile Recycling is a division of Wipeco, Inc.

WIPECO INC.

250 N. Mannheim Rd., Unit B, Hillside, IL 60162
Phone: (708) 544-7247 Fax: (708) 544-7248
www.wipeco.com

EXHIBIT B
LIST OF EXISTING COLLECTION SITES IN LAKE COUNTY

A – 7. Waukegan's Membership Status

ISSUE: Whether to reinstate Waukegan as a member in good standing of SWALCO.

RECOMMENDATION: SWALCO staff and the Executive Committee recommend that Waukegan be reinstated as a member in good standing.

BACKGROUND: In accordance with Section 9.5 of SWALCO's intergovernmental agreement the Board of Directors may suspend a member whose capital contributions are not being met in a timely manner. On June 26, 2008 the Board of Directors voted to suspend Waukegan's membership in SWALCO due to non-payment of the Operations and Maintenance Fee.

At its June 27, 2013 meeting the Board of Directors voted to forgive Waukegan's O&M fee payments for the past six years. But the understanding was that Waukegan must pay its O&M fee for this year in order to be reinstated. In July the Waukegan City Council voted in favor of paying the O&M fee and SWALCO received the City's payment in August. In accordance with Section 9.5 of the intergovernmental agreement a member shall be reinstated to membership upon payment of the amounts due to the Agency.

ENCLOSED DOCUMENT: None

STAFF: Walter Willis, Executive Director

A –8. Second Amendment of the Electronic Products Recycling Agreement

ISSUE: Whether to approve an amendment to the Agreement with Sims Recycling Solutions, Inc.

RECOMMENDATION: Staff recommends approval subject to General Counsel review.

TIMING: Routine

BACKGROUND: In May of 2012 the Agency entered into an Agreement with Sims Recycling Solutions, Inc. (SRS), whereby SRS is responsible for transporting, processing and recycling electronic products generated from Lake County residents.

In February staff brought an Agreement Amendment to the SWALCO Board which made adjustments to the Payment Structure and Terms of the Agreement.

Staff is now asking the Board of Directors to approve a Second Amendment to the Agreement allowing for a one year renewal of the Agreement as amended (January 1, 2014 to December 31, 2014).

In addition to extending the Agreement for one year, the Second Amendment will make a change to the Contractors Responsibility section (Article III, section 3.01 paragraph (c)). This change will increase the volume of Covered Electronic Devices and Eligible Electronic Devices that SRS must demonstrate they are capable of collecting up to 3,250,000 pounds.

This Second Amendment to the Agreement will provide the Agency stability and afford to our members who serve as host collectors of residential electronics a continued revenue source that may offset some or all of the costs associated with operating and staffing their collection sites.

ENCLOSED DOCUMENTS: Second Amendment to the Electronic Products Recycling Agreement between the Solid Waste Agency of Lake County and Sims Recycling Solutions, Inc.

STAFF: Peter Adrian, Recycling Coordinator

SECOND AMENDMENT OF THE ELECTRONIC PRODUCTS RECYCLING AGREEMENT
BETWEEN
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS
AND
SIMS RECYCLING SOLUTIONS, INC.

THIS SECOND AMENDMENT OF THE ELECTRONIC PRODUCTS RECYCLING AGREEMENT BETWEEN THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS AND SIMS RECYCLING SOLUTIONS, INC. (herein referred to as "Second Amendment") is made this 24th day of October, 2013 between the Solid Waste Agency of Lake County, Illinois (herein referred to as "Agency") and Sims Recycling Solutions (herein referred to as "SRS").

WHEREAS, on May 17, 2012, the Agency and SRS entered into the Electronics Products Recycling Agreement (herein referred to as "Agreement") regarding the recycling of certain electronic products collected on behalf of the Agency; and

WHEREAS, the Agreement was subsequently amended on February 1, 2013 (herein referred to as "First Amendment) to accommodate changes to the Payment Structure and Term of the Agreement, and

WHEREAS, the terms of the First Amendment of the Agreement, reserves the right of the Agency to renew the Agreement for three additional one (1) year periods (January 1 to December 31).

WHEREAS, Article III, section 3.01 paragraph (c) of the Agreement requires that the Contractor "Demonstrate to the Agency that a Registered Manufacturer(s) has entered into a contract(s) with the Contractor to collect from the Agency no less than 2,500,000 pounds of electronics, defined as CED's and EED's per year".

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration recited in the Agreement the sufficiency of which are hereby acknowledged, the Agency and SRS agree:

1. That the above recitals are incorporated as a part of this Second Amendment as though set forth herein.

2. That the Term of this Agreement shall be renewed for a one (1) year period (January 1, 2014 to December 31, 2014).

3. That in Article III, section 3.01 paragraph (c), shall be amended to read "Demonstrate to the Agency that a Registered Manufacturer(s) has entered into a contract(s) with the Contractor to collect from the Agency no less than 3,250,000 pounds of electronics, defined as CED's and EED's per year".

4. Except as provided herein, all terms and conditions of the Agreement shall remain in full force and effect. As and provisions of this Agreement and this Amendment are inconsistent. The terms and conditions of this Amendment shall apply and supersede the terms of the Agreement.

IN WITNESS WHEREOF, the Agency and SRS have caused this second Amendment to be executed in their respective names. Have caused their respective corporate seals to be hereto affixed, and have caused the Second Amendment to be attested, all by their duly authorized officers and representatives, and the Agency and SRS have caused this Second Amendment to be dated as of the date and year first written above.

Solid Waste Agency of Lake County, Illinois

By: _____
Chairman

Attested:

By: _____
Secretary

Sims Recycling Solutions, Inc.

By: _____

Attested:

By: _____

Memo to the Board of Directors October 24, 2013

I – 1. HCW Program Update – 3rd Quarter 2013

BACKGROUND: To date, SWALCO has conducted twenty six (26) of the thirty (30) Household Chemical Waste collection events budgeted for FY 2013. Four events remain, three (3) public drop-off events, one (1) mobile event (Mundelein – November 2nd).

During the third quarter (July – September) nine collection events, three warehouse waste shipments and two waste oil shipments were conducted. Below is a summary of the attendance levels at the collection events conducted during this time.

HCW Mobile Collection Events (2) *(July thru September)*			
Item	**2013 Results**	**2012 Results**	**% Difference**
Deerfield Attendance	548	830	- 51%
Lake Forest Attendance	488	458	+ 6%
Totals	1,036	1,288	- 24%

HCW Public Drop-off Events (7) *(July thru September)*			
Item	**2013 Results**	**2012 Results**	**% Difference**
Cars Attending	1010	848	+ 19%
% of Design Capacity	96%	76 %	

Overall attendance for the Program is down approximately 6% from the same time last year. The decrease is due to the drop in attendance at the mobile events. Three of the five mobile events conducted so far this year had lower turnouts than the previous year. Conversely, attendance levels at the public drop-off events (held at our facility) are up approximately 6% for the year. In fact, our public drop-off program has been operating at 96% of design capacity during the last three months.

ENCLOSED DOCUMENTS: None

STAFF: Steve Nelson, Household Chemical Waste Engineer

I – 4. Project and Program Updates

BACKGROUND: The following are updates on several projects and programs we are currently working on:

1. The Groot transfer stations hearings began on September 20th and continued on September 23, 24, 25, 26, 30 and October 1 and 2. SWALCO staff and Larry Clark have attended all the hearings and submitted public comment into the record recommending special conditions (if the Village of Round Lake Park decides to grant local siting approval) to the Hearing Officer and ultimately the Village of Round Lake Park as part of the formal record. The 30 day public comment period ends November 1st and the Village will likely vote on the matter in November or December.
2. Both Grayslake and Libertyville have held the second public hearings, October 1st and October 8th respectively, on their proposed commercial franchises. Grayslake's Village Board approved entering into a 7 year contract with Groot for a commercial franchise on October 1st. SWALCO staff is working on the analysis of the proposals submitted to Deerfield and Bannockburn, with interviews likely to be scheduled in November. Gurnee is set to vote on whether to issue its commercial franchise RFP at its October 21st meeting. Staff is also assisting Gurnee review its residential franchise extension proposal from WMI, which includes options for food scrap composting on a seasonal and year round basis. Zion recently extended its residential hauling contract with Advanced Disposal which includes large carts for recycling, as does Waukegan's contract extension, also with Advanced Disposal.
3. A subject matter hearing on the Paint Stewardship bills has been scheduled for November 4th in Springfield. Walter Willis will likely testify and is working with others in the State to find a compromise on the bill for next session. SWALCO is also part of the IL Carpet Recycling Working Group that has advocated introducing EPR type legislation for carpeting and padding. This will be discussed in the upcoming Legislative Policy for 2014.
4. Walter attended the fourth meeting of the Statewide Task Force created by PA 97-0853 on October 22nd in Springfield. The Task Force has been asked to look over IL existing solid waste planning laws and recommend changes to those laws. This was a bill introduced on behalf of SWALCO in the 2012 session.

ENCLOSED DOCUMENTS: None

STAFF: Walter Willis, Executive Director

I – 5. Health Department Report

LAKE COUNTY HEALTH DEPARTMENT &
COMMUNITY HEALTH CENTER
Population Health Services
Solid Waste Inspection and Enforcement Program Report

Countryside Landfill Inc.
Approximately 70 piezometers are being installed along the west property line as a permanent solution to control the out of refuse gas migration. Collection wells and piezometers that had been installed previously reduced the volume and pressure of the gas but did not eliminate it. The piezometers will be connected to the gas collection system.

There has been a drop in gas collected from the southeast area of the landfill. A camera will be inserted in approximately 15 to 20 gas collection wells along the east side of Cells 4 and 5 to determine which wells need to be redrilled. The existing six inch gas collection lines servicing the wells will be replaced due to settlement. The work is scheduled to be done over the next two to three weeks. The combined gas flow the flare and power plant is approximately 3,500 scfm. The hydrogen sulfide monitors are operating. There have been no exceedences. Three odor complaints were reported on September 3rd and one on September 29th. To date, no complaints have been reported in October.

Advanced Disposal Services Zion Landfill
There are no major projects occurring at the site. Recent routine maintenance activities include replacing pumps in selected collection wells, repairing a section of the geotextile fabric in the northeast corner of Cell 7 that was damaged while removing a buildup of silt, replacing the top eight feet of insulation on the flare and replacing temporary gas collection lines with permanent lines for collection wells installed earlier this year. At the power plant, engine #2 has been replaced with a new engine. Engine #4 is operating at reduced capacity and is scheduled to be rebuilt. Gas flow to the flare and engines is at approximately 4,200 scfm. One odor complaint was reported on September 3rd and one on September 12th. To date, no complaints have been reported in October.

Landscape Waste Transfer Station and Compost Facilities
The Nu-Earth Organics Compost Facility located in Waukegan is currently not accepting landscape wastes. There is limited processing of the existing stockpile of leaves which exceeds the facility's permitted volume. One reason for this, according to the owner, is to prevent off site odors. Management is preparing a timeline for when the materials will be processed. The rest of the transfer stations and compost facilities are operating in compliance.

I-6. Recycle-O-Rama 2013

BACKGROUND: On Saturday, October 5, SWALCO "convened" the seventh annual Recycle-O-Rama. It was held at the Lake County Department of Transportation in Libertyville. The event included an electronics collection, and recycling collections for many other items, including smoke detectors, propane tanks, fire extinguishers, children's' car seats, colored markers and highlighters, eyeglasses, hearing aids, keys, beads, buttons, shoes, bicycles, bike parts and accessories, prom dresses, automotive and marine batteries, clothing and textiles and other hard-to-recycle items.

Every car that came through received a copy of the Curbside Recycling Guidelines (printed on heavy cardstock) and small eco gift. Over 800 cars (sometimes representing multiple families/households) came through depositing items. Additionally, numerous staff and Lake County employees had an opportunity to clean house and drop off their items beforehand. Although we did have a large number of residents from Libertyville and the surrounding municipalities, people came from almost every village/city in the county. Staff and volunteers received a lot of wonderful feedback from attendees, including many thanks for offering this opportunity and many compliments on how well organized it was.

We received revenue for collecting the larger batteries, and will receive revenue from clothing and textiles (2 large truckloads), shoes (3 Gaylord's) and cartridges (5 large boxes). Several newspapers and news media featured articles about the event. Thank you to all the members who forwarded information about the event and posted info via social media, e-newsletters and websites. Thank you to Lake County, Lake County Health Department, Libertyville Township, Village of Libertyville and Lake County DOT for providing volunteers to help work the event. Thank you to Zengeler Cleaners for partnering on these dresses, fixing any of the prom dresses that might need a hem or button touched up, or a gentle cleaning. We will be donating 50+ prom dresses to the Glass Slipper Project. Thank you too, to the teachers and students from Grayslake North High School who donated their time and energy at the event and also enthusiastically agreed to work on the highlighters to energy recycling project after the event. Thank you to everyone else who came out to help. They were all a tremendous help in making the event a success.

Items collected at the October 5 event (to be recycled, reused, repurposed or donated) included:

- Approx. 35,000-40,000 pounds of electronics (Estimated - reports from Sims forthcoming)
- Numerous pounds of household batteries and media materials like audio and video cassettes, CDs, DVDs, etc.
- 120Tanks (64 Large Propane Tanks & 51 Small Propane Tanks & 5 X-Large Tanks)
- 77 Fire Extinguishers
- Smoke/C02 Detectors (waiting for #s)
- 3 Gaylord's of shoes
- Approximately 300 Cell Phones - more than 1 collected every minute
- 400+ Eyeglasses & Cases – about 2 collected each minute
- Approx. 60 automotive batteries
- 70+ bikes - 1 collected every 3 minutes
- Truckload of Car seats were collected (report forthcoming)
- Nearly 7,000 pounds of paper documents were collected for shredding/recycling
- 2 X-Large Buckets of Beads and Buttons
- 100 Keys

- 2 X-Large Buckets full of Colored Markers and Highlighters to be recycled into energy/fuel
- 2 Large Truckloads of Clothing and Textiles – report forthcoming/ pounds)
- 50+ Prom Dresses
- 5 Oversized boxes of toner, ink jet and laser cartridges (report forthcoming)

Additionally, the Agency helped to develop and host these events with other groups, including an event with a Recycle-O-Rama at Warren Township on October 19 and events with two Park Districts in October and November where we hope to collect many more thousands of pounds of materials that will be recycled, reused, upcycled or donated, and kept out of landfills.

STAFF: Merleanne Rampale, Public Information Officer/Education Director