



SOLID WASTE AGENCY OF LAKE COUNTY, IL

MEMORANDUM

To: Michael Talbott, Chairman, Executive Committee
From: Walter S. Willis, Executive Director *WSW*
Subject: December 2016 Meeting Notice Information
Date: December 9, 2016

Attached you will find the agenda for this month's meeting, the minutes from the October 2016 meeting, and the referenced consent, action and information items.

Please let Amy Bartemio know if you will be attending and what your lunch order is and hope to see you on December 15th at noon.

**SOLID WASTE AGENCY OF LAKE COUNTY, IL
EXECUTIVE COMMITTEE**

**Thursday, December 15, 2016 12:00 pm
1311 N. Estes Street Gurnee, IL 60031**

1. CALL TO ORDER.....Chairman Talbott
2. ROLL CALLSecretary
3. APPROVAL OF MINUTES
October 5, 2016 (ECM)
October 5, 2016 (LEGIS)
4. NEW AGENDA ITEMS
5. PUBLIC COMMENT ON AGENDA ITEMS
6. EXECUTIVE COMMITTEE ITEMSChairman Talbott

Consent Item

1. Expenditure Report (*October & November 2016*)

Action Items

1. Proposed Contract with Strategic Advocacy Group
2. Proposed Agreement with Epaint Recycling Solutions

Information Items

1. Project and Program Updates

7. EXECUTIVE SESSION
8. ADJOURNMENT

SOLID WASTE AGENCY OF LAKE COUNTY (SWALCO) EXECUTIVE COMMITTEE

SIGN IN SHEET

October 5, 2016

COMMUNITY	REPRESENTATIVE	TITLE
ELLIS	<i>Mike Evans</i>	VILLAGE MANAGER
MANDEL	<i>Don Mandel</i>	LAKE COUNTY BOARD
MUETZ	<i>Tom</i>	VILLAGE ADMINISTRATOR
NORRIS	<i>John Norris</i>	MAYOR
SOTO		MAYOR
TALBETT		VILLAGE ADMINISTRATOR
WAGENER	<i>Clint Wagener</i>	TRUSTEE
WARDA	<i>Howard Warda</i>	SENIOR PLANNER

RYBACK	<i>Glenn Ryback</i>	SWALCO BOD CHAIRMAN
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REPRESENTATIVE		SWALCO EXECUTIVE BOARD VOTING RECORD/10.05.16								
		August Expenses		2017 Proposed Budget (to BOD for Final Approval)		2016-2017 Capital Reserves Fund Usage		2017 Calendar of Mtgs (To BOD for Final Approval)		
Attendance		A	N	A	N	A	N	A	N	
MIKE ELLIS	✓	✓		✓		✓		✓		
STEVEN MANDEL	✓	✓		✓		✓		✓		
PATRICK MUETZ	✓	✓		✓		✓		✓		
JOHN NORRIS	✓	✓		✓		✓		✓		
LINDA SOTO										
MICHAEL TALBETT								✓		
JOHN WAGENER	✓	✓		✓		✓		✓		
NIMROD WARD				✓		✓		✓		

(5) (5)

✓
Unanimous

(7)

✓
Unanimous

Michael Talbett arrived @ 11:41 AM

Nimrod Warda arrived @ 11:48 AM

PUBLIC SIGN-IN SHEET

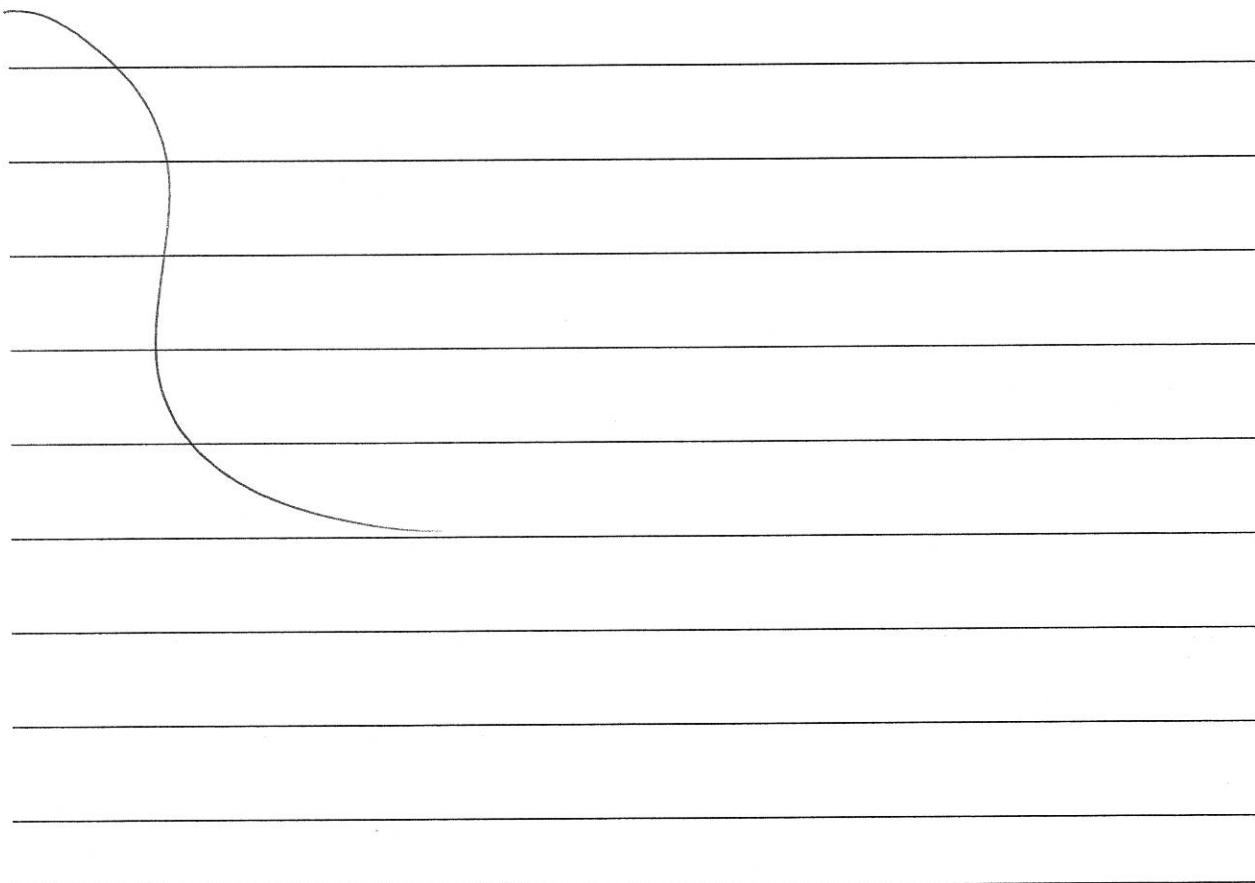
(Executive Committee Meeting)

Name _____

Address

Representing

NONE



Date: 10/05/16



MINUTES

SOLID WASTE AGENCY OF LAKE COUNTY, IL

EXECUTIVE COMMITTEE

Wednesday, October 5, 2016 11:30 am

1311 N. ESTES STREET, GURNEE, IL 60031

CALL TO ORDER

Vice Chairman Norris called the meeting to order at 11:38 am with 5 members present. Michael Talbott and Nimrod Warda arrived late.

APPROVAL OF MINUTES

Motion by *Steven Mandel* seconded by *Pat Muetz* to approve the Executive meeting minutes of 09.08.16
Motion was unanimously approved.

NEW AGENDA ITEMS

PUBLIC COMMENT - *None*

EXECUTIVE COMMITTEE ITEMS – *None*

CONSENT ITEM

Expenditure Reports (August 2016).
Motion by *Mike Ellis*, seconded by *Pat Muetz*.
Motion was approved.

ACTION ITEMS

1. Proposed FY 2017 SWALCO Budget

Walter Willis presented the FY 2017 budget, highlighting proposed expenditures and estimated revenues including the reviews of the cash replacement and cash balance funds. Proposed expenditures for FY 2017 are \$1,015,937 compared to \$1,026,580 in FY 2016, a decrease of \$10,643 or approximately 1%. Revenues are estimated at \$1,016,160 compared to \$1,026,950 in FY 2016, a decrease of \$10,790 or approximately 1%. Revenue from the landfill surcharge for 2017 is estimated at \$615,000, a decrease of \$80,000 from last year, which is partially offset by the anticipated host fee revenue from the Round Lake Park Transfer Station of \$62,100 per year. Another significant revenue loss is Waukegan's O&M fee which is \$36,490 and was assumed not to be paid for next fiscal year. These revenue losses are tempered by the increased growth in revenue anticipated from the textile and shoe program (increase of \$17,600) and the WMRA payments for recyclables (increase of \$10,000). Overall the revenue from non-landfill sources (transfer station host fee, O&M Fee, revenue from the textile/shoe program and the rain barrel/compost bin sales, and misc. revenues) now account for 33% of our revenue compared to 31% last year. Walter noted that the current cash reserve balance is approximately \$1.84 million and capital project reserve is \$500,000. Walter will also reach out to our lobbyist for rate reduction. Executive Committee feedback will be incorporated into a final draft and the final version, which also include the five-year budget projection, will be presenting at the Board of Directors in October for approval.

Motion by *Mike Ellis*, seconded by *John Wagener* to adopt the FY2017 Budget and will be presented to full board in October for approval. *Motion was unanimously approved.*

2. Proposed Capital Replacement Fund Expenditures for FY 2016

Walter Willis discussed the Capital Replacement Fund Policy and presented estimated expenditures in the sum of \$30,690 to be paid from fund for needed repairs to the forklift and facility maintenance projects this current fiscal year.

Motion by *Steven Mandel*, seconded by *John Norris* to approve estimated expenditures to pay for needed forklift repairs and facility maintenance projects for this fiscal year.

Motion was approved on a roll call vote of 7 to 0.

3. Proposed 2017 Meeting Calendar

Walter Willis presented the 2017 calendar of SWALCO Executive Committee Meetings and the Board of Directors Meetings.

Motion by *Mike Ellis*, seconded by *Steven Mandel* to approve the 2017 SWALCO Meeting Calendar. *Motion was unanimously approved.*

INFORMATION ITEMS

1. Project and Program Updates – Brief Updates Given by Walter Willis

Walter Willis provided summaries and updates regarding several projects and programs we are currently working on:

- Legislative efforts continue for the electronics issue. A stakeholder negotiation meeting was held on September 16th in Will County and progress was made on the convenience standard recommendation, and funding for collectors, something SWALCO is pushing hard for so our sites can receive the needed compensation. The goal is still to arrive at a consensus bill and to try and pass it during the fall veto session or the January 2017 lame duck session.
A status update meeting was held by the Chicago Metropolitan Mayors Caucus on September 27th at the Kane County Government Center and approximately 40 local officials attended the meeting. The goal is to keep electronics as a top legislative issue with the Mayors Caucus and all the Councils of Government (COGs) in the Chicago area, and to keep the pressure on for a solution.
- Pete Adrian and I met with WMRA on September 28th to discuss extending the current Agreement. WMRA presented us with a revised offer that is predicated on receiving a certain percentage of the total of SWALCO's recyclables. In essence, the more recyclables we direct to the Grayslake MRF, the better the Per Ton Payment rate. Staff expects to have a contract amendment ready for the BOD meeting on October 20, 2016.
- Walter, John Norris, Larry Clark and Barry Burton met with Groot on September 14th to discuss the contract language in most members' hauling contracts regarding using a "SWALCO designated pollution control facility". Groot requested the meeting and did alert us that they intended to bring their attorney, which is why we had Larry Clark attend the meeting. Groot is requesting that its transfer station be deemed a "SWALCO designated" facility. Much discussion was had as to how this designation is awarded. At the end of the meeting SWALCO agreed to inform the EC and BOD about Groot's request, and consider developing a more formal process for becoming a "SWALCO designated" facility. At the core of the issue is the fact this has been a SWALCO precedent for many years and this contract language insures that SWALCO waste is going to safe landfills that SWALCO has an agreement with that provides for environmental audits, landfill capacity, and host fee payment. Recall, in 2010 we entered into an agreement with Republic (at Republic's request) that provided for their landfills to become "SWALCO designated". We have asked that Groot consider having the landfill where our waste is taken (Winnebago County Landfill near Rockford) by Groot enter into a similar agreement with the Agency.
- SWALCO staff is currently in negotiations with: 1) Chicago Textile Recycling to extend the clothing and shoe agreement, 2) Epaint Recycling Solutions for a blanket agreement to work with SWALCO on latex paint collection events where the agency would receive a payment for each can

of paint, and 3) with Savers regarding the collection of hard goods and soft goods at permanent sites. We hope to have these agreements ready for the BOD meeting on October 20, 2016.

EXECUTIVE SESSION: None

NEXT EXECUTIVE COMMITTEE MEETING: Thursday, December 15, 2016 - 12:00 p.m.

NEXT BOARD MEETING: Thursday, October 20, 2016 - 7:00 p.m. Hainesville Village Hall,
100 N. Hainesville Road, Hainesville, IL 60030

ADJOURNMENT (12:26 p.m.): Motion by *Mike Ellis*, seconded by *John Norris* to adjourn.
Motion was approved.

MINUTES

SOLID WASTE AGENCY OF LAKE COUNTY, IL

LEGISLATIVE COMMITTEE

WEDNESDAY, OCTOBER 5, 2016 10:30 AM

1311 N. ESTES STREET, GURNEE, IL 60031

CALL TO ORDER

Chairman Norris called the meeting to order at 10:38 am with 3 members present; Mike Ellis, John Norris and Glenn Ryback. Chuck Black joined conversation via telephone, *not counted* towards quorum requirement. Steven Mandel, Lake County Board Member, also in attendance.

APPROVAL OF MINUTES

2016 Legislative Minutes previously approved at February 8, 2016 Executive Committee Meeting.

NEW AGENDA ITEMS

None

PUBLIC COMMENT

None

LEGISLATIVE COMMITTEE ITEMS

1. 2017 Legislative Policy Review

Walter Willis discussed the proposed 2017 Legislative policy with highlights which included the following topics,(both state and federal issues were included).

- Informational support for our State Legislation.
- Product Stewardship Legislation.
- IL Electronic Products Recycling & Reuse Act.
- Product Stewardship & Producer Responsibility; Paint.
- Product Stewardship & Producer Responsibility; Carpet & Padding.
- Local Surcharge.
- Food Scrap Composting.
- Renewable Energy from MSW Sources. (local and federal levels)
- Pollution Control Facilities.
- Landfill Material Bans.
- Recycle Retail Bags and Film.
- Environmental Fee Transfer.
- Deposit Legislation.
- Leaf Burning Ban.
- Interstate Waste. (Federal)
- Permitting Solid Waste Facilities. (Federal)
- Product Stewardship and Producer Responsibility; Electronics. (Federal)

Motion by *Mike Ellis*, seconded by *Glenn Ryback* to approve proposed policy as amended and present to the Board for approval on October 20, 2016. ***Motion Approved.***

NEXT LEGISLATIVE COMMITTEE MEETING: TBD

NEXT BOARD MEETING: Thursday, October 20, 2016 - 7:00 p.m. Hainesville Village Hall, 100 N. Hainesville Road, Hainesville, IL 60030

ADJOURNMENT (11:08 a.m.): Motion by *Mike Ellis*, seconded by *Glenn Ryback* to adjourn. ***Motion was approved.***

Memo to the Executive Committee

December 15, 2016

Consent - 1. Expenditure Approval

ISSUE: Approve Expenditures

RECOMMENDATION: We recommend approval

TIMING: Routine

BACKGROUND: The Board of Directors authorized the Executive Director to pay expenditures under \$20,000. The Executive Director submits the monthly expenditures to the Board for approval.

The total for Administration \$45,410.89; Education \$547.57; Household Chemical Waste \$8,534.18; Recycling \$68,000.00 **Total expenditures for October 2016 - \$122,492.64**

The total for Administration \$39,847.33; Education \$1,549.54; Household Chemical Waste \$33,538.22; Recycling \$0.00 **Total expenditures for November 2016 - \$74,929.09**

ENCLOSED DOCUMENTS: Account Analysis Report

STAFF: Walter Willis, Executive Director
Amy Bartemio, Executive Office Manager

SWALCO - OCTOBER 2016 EXPENDITURE REPORT

SWALCO 1- Solid Waste Prog-SWALCO Administration-Regular Salaries And Wages----				
Budget	360,374.040	Funds	30,098.35	Beginning Balance for Period
Amount:		Available:		302,465.29
				Total Expenditures
				27,810.40
				Ending Balance for Period
				330,275.69
SWALCO 1- Solid Waste Prog-SWALCO Administration-Part Time Salaries And Wages----				
Budget	49,727.04	Funds	116.68	Beginning Balance for Period
Amount:		Available:		46,779.63
				Total Expenditures
				2,830.73
				Ending Balance for Period
				49,610.36
SWALCO 1- Solid Waste Prog-SWALCO Administration-Special Pay----				
Budget	17,100.00	Funds	2,090.88	Beginning Balance for Period
Amount:		Available:		13,758.36
				Total Expenditures
				1,250.76
				Ending Balance for Period
				15,009.12
SWALCO 1- Solid Waste Prog-SWALCO Administration-Office Supplies----				
Budget	1,250.00	Funds	214.72	Beginning Balance for Period
Amount:		Available:		915.65
				Total Expenditures
				119.63
				Ending Balance for Period
				1,035.28
SWALCO 1- Solid Waste Prog-SWALCO Administration-Food and Provisions----				
Budget	2,210.00	Funds	543.54	Beginning Balance for Period
Amount:		Available:		1,482.39
				Total Expenditures
				184.07
				Ending Balance for Period
				1,666.46
SWALCO 1- Solid Waste Prog-SWALCO Administration-Misc. Commodities----				
Budget	500.00	Funds	374.88	Beginning Balance for Period
Amount:		Available:		80.12
				Total Expenditures
				45.00
				Ending Balance for Period
				125.12
SWALCO 1- Solid Waste Prog-SWALCO Administration-Trips And Training----				
Budget	10,400.00	Funds	5,364.69	Beginning Balance for Period
Amount:		Available:		3,908.23
				Total Expenditures
				1,127.08
				Ending Balance for Period
				5,035.31
SWALCO 1- Solid Waste Prog-SWALCO Administration-Dues & Subscriptions----				
Budget	5,750.00	Funds	56.00	Beginning Balance for Period
Amount:		Available:		4,091.00
				Total Expenditures
				1,103.00
				Ending Balance for Period
				5,194.00
SWALCO 1- Solid Waste Prog-SWALCO Administration-Gas For Heating---				
Budget	15,000.00	Funds	6,989.88	Beginning Balance for Period
Amount:		Available:		7,695.36
				Total Expenditures
				314.76
				Ending Balance for Period
				8,010.12
SWALCO 1- Solid Waste Prog-SWALCO Administration-Sewer & Water----				
Budget	400.00	Funds	109.78	Beginning Balance for Period
Amount:		Available:		232.34
				Total Expenditures
				57.88
				Ending Balance for Period
				290.22

SWALCO 1- Solid Waste Prog-SWALCO Administration-Electricity----			
Budget	12,000.00	Funds Available:	611.48
Amount:			
			Beginning Balance for Period
			10,502.53
			Total Expenditures
			885.99
			Ending Balance for Period
			11,388.52
SWALCO 1- Solid Waste Prog-SWALCO Administration-Telephone----			
Budget	6,500.00	Funds Available:	1,483.13
Amount:			
			Beginning Balance for Period
			4,563.36
			Total Expenditures
			453.51
			Ending Balance for Period
			5,016.87
SWALCO 1- Solid Waste Prog-SWALCO Administration-Equip Rental----			
Budget	3,300.00	Funds Available:	-137.44
Amount:			
			Beginning Balance for Period
			2,924.72
			Total Expenditures
			172.37
			Ending Balance for Period
			3,097.09
SWALCO 1- Solid Waste Prog-SWALCO Administration-H/L/D Employee Benefits----			
Budget	83,270.01	Funds Available:	15,162.27
Amount:			
			Beginning Balance for Period
			61,952.36
			Total Expenditures
			6,155.38
			Ending Balance for Period
			68,107.74
SWALCO 1- Solid Waste Prog-SWALCO Administration-Retirement Benefits/FICA----			
Budget	31,372.97	Funds Available:	3,362.75
Amount:			
			Beginning Balance for Period
			25,781.87
			Total Expenditures
			2,228.35
			Ending Balance for Period
			28,010.22
SWALCO 1- Solid Waste Prog-SWALCO Administration-Retirement Benefits/IMRF----			
Budget	3,527.00	Funds Available:	340.60
Amount:			
			Beginning Balance for Period
			2,934.42
			Total Expenditures
			251.98
			Ending Balance for Period
			3,186.40
SWALCO 1- Solid Waste Prog-SWALCO Administration-Miscell Contractual Services----			
Budget	12,960.00	Funds Available:	2,805.20
Amount:			
			Beginning Balance for Period
			6,854.80
			Total Expenditures
			420.00
			Ending Balance for Period
			7,274.80
SWALCO 1- Solid Waste Prog-SWALCO Education-Misc. Commodities---			
Budget	8,000.00	Funds Available:	7,422.69
Amount:			
			Beginning Balance for Period
			559.84
			Total Expenditures
			17.47
			Ending Balance for Period
			577.31
SWALCO 1- Solid Waste Prog-SWALCO Education-Advertising---			
Budget	2,500.00	Funds Available:	-1,040.60
Amount:			
			Beginning Balance for Period
			2,480.40
			Total Expenditures
			530.10
			Ending Balance for Period
			3,010.50
SWALCO 1- Solid Waste Prog-Household Hazard Waste-Miscellaneous Commodities----			
Budget	500.00	Funds Available:	209.90
Amount:			
			Beginning Balance for Period
			261.91
			Total Expenditures
			28.19
			Ending Balance for Period
			290.10

SWALCO 1- Solid Waste Prog-Household Hazard Waste---Consultants----			
Budget	162,700.00	Funds Available:	Beginning Balance for Period
Amount:			108,570.21
			Total Expenditures
			7,942.15
			Ending Balance for Period
			116,512.36

SWALCO 1- Solid Waste Prog-Household Hazard Waste---Garbage Disposal----			
Budget	10,650.00	Funds Available:	Beginning Balance for Period
Amount:			3,558.18
			Total Expenditures
			162.59
			Ending Balance for Period
			3,720.77

SWALCO 1- Solid Waste Prog-Household Hazard Waste---Miscell Contractual Services----			
Budget	4,200.00	Funds Available:	Beginning Balance for Period
Amount:			4,048.25
			Total Expenditures
			401.25
			Ending Balance for Period
			4,449.50

SWALCO 1- Solid Waste Prog-Recycling---Miscell Contractual Services----			
Budget	2,000.04	Funds Available:	Beginning Balance for Period
Amount:			0.00
			Total Expenditures
			68,000.00
			Ending Balance for Period
			68,000.00

TOTAL EXPENDITURES \$ 122,492.64

SWALCO - NOVEMBER 2016 EXPENDITURE REPORT

SWALCO 1- Solid Waste Prog-SWALCO Administration-Regular Salaries And Wages----				
Budget	360,374.040	Funds Available:	10,050.15	Beginning Balance for Period
Amount:				330,275.69
				Total Expenditures
				20,048.20
				Ending Balance for Period
				350,323.89
SWALCO 1- Solid Waste Prog-SWALCO Administration-Part Time Salaries And Wages----				
Budget	49,727.04	Funds Available:	-799.68	Beginning Balance for Period
Amount:				49,610.36
				Total Expenditures
				916.36
				Ending Balance for Period
				50,526.72
SWALCO 1- Solid Waste Prog-SWALCO Administration-Special Pay----				
Budget	17,100.00	Funds Available:	840.12	Beginning Balance for Period
Amount:				15,009.12
				Total Expenditures
				1,250.76
				Ending Balance for Period
				16,259.88
SWALCO 1- Solid Waste Prog-SWALCO Administration-Food and Provisions----				
Budget	2,210.00	Funds Available:	474.76	Beginning Balance for Period
Amount:				1,666.46
				Total Expenditures
				68.78
				Ending Balance for Period
				1,735.24
SWALCO 1- Solid Waste Prog-SWALCO Administration-Legal Services----				
Budget	7,000.00	Funds Available:	1,137.50	Beginning Balance for Period
Amount:				0.00
				Total Expenditures
				5,862.50
				Ending Balance for Period
				5,862.50
SWALCO 1- Solid Waste Prog-SWALCO Administration-Trips And Training----				
Budget	10,400.00	Funds Available:	3,977.27	Beginning Balance for Period
Amount:				5,035.31
				Total Expenditures
				1,387.42
				Ending Balance for Period
				6,422.73
SWALCO 1- Solid Waste Prog-SWALCO Administration-Dues & Subscriptions----				
Budget	5,750.00	Funds Available:	510.00	Beginning Balance for Period
Amount:				5,194.00
				Total Expenditures
				46.00
				Ending Balance for Period
				5,240.00
SWALCO 1- Solid Waste Prog-SWALCO Administration-Gas For Heating---				
Budget	15,000.00	Funds Available:	6,326.22	Beginning Balance for Period
Amount:				8,010.12
				Total Expenditures
				663.66
				Ending Balance for Period
				8,673.78
SWALCO 1- Solid Waste Prog-SWALCO Administration-Electricity----				
Budget	12,000.00	Funds Available:	-392.81	Beginning Balance for Period
Amount:				11,388.52
				Total Expenditures
				1,004.29
				Ending Balance for Period
				12,392.81
SWALCO 1- Solid Waste Prog-SWALCO Administration-Telephone----				
Budget	6,500.00	Funds Available:	1,063.64	Beginning Balance for Period
Amount:				5,016.87
				Total Expenditures
				419.49
				Ending Balance for Period
				5,436.36

SWALCO I- Solid Waste Prog-SWALCO Administration-Equip Rental----			
Budget	3,300.00	Funds Available:	Beginning Balance for Period
Amount:			3,097.09
			Total Expenditures
			172.37
			Ending Balance for Period
			3,269.46
SWALCO I- Solid Waste Prog-SWALCO Administration-H/L/D Employee Benefits----			
Budget	83,270.01	Funds Available:	Beginning Balance for Period
Amount:			68,107.74
			Total Expenditures
			6,155.51
			Ending Balance for Period
			74,263.25
SWALCO I- Solid Waste Prog-SWALCO Administration-Retirement Benefits/FICA----			
Budget	31,372.97	Funds Available:	Beginning Balance for Period
Amount:			28,010.22
			Total Expenditures
			1,104.55
			Ending Balance for Period
			29,114.77
SWALCO I- Solid Waste Prog-SWALCO Administration-Retirement Benefits/IMRF----			
Budget	3,527.00	Funds Available:	Beginning Balance for Period
Amount:			3,186.40
			Total Expenditures
			260.24
			Ending Balance for Period
			3,446.64
SWALCO I- Solid Waste Prog-SWALCO Administration-Miscell Contractual Services----			
Budget	12,960.00	Funds Available:	Beginning Balance for Period
Amount:			7,274.80
			Total Expenditures
			481.20
			Ending Balance for Period
			7,756.00
SWALCO I- Solid Waste Prog-SWALCO Education-Operational Supplies----			
Budget	5,000.00	Funds Available:	Beginning Balance for Period
Amount:			794.71
			Total Expenditures
			40.98
			Ending Balance for Period
			835.69
SWALCO I- Solid Waste Prog-SWALCO Education-Rain Barrel/Compost Bin---			
Budget	0.00	Funds Available:	Beginning Balance for Period
Amount:			16,495.00
			Total Expenditures
			1,230.00
			Ending Balance for Period
			17,725.00
SWALCO I- Solid Waste Prog-SWALCO Education-Misc. Commodities---			
Budget	8,000.00	Funds Available:	Beginning Balance for Period
Amount:			577.31
			Total Expenditures
			101.86
			Ending Balance for Period
			679.17
SWALCO I- Solid Waste Prog-SWALCO Education-Advertising---			
Budget	2,500.00	Funds Available:	Beginning Balance for Period
Amount:			3,010.50
			Total Expenditures
			176.70
			Ending Balance for Period
			3,187.20

SWALCO \- Solid Waste Prog-Household Hazard Waste-Operational Supplies----			
Budget	15,000.00	Funds Available:	Beginning Balance for Period
Amount:			13,173.97
			Total Expenditures
			323.22
			Ending Balance for Period
			13,497.19
SWALCO \- Solid Waste Prog-Household Hazard Waste-Miscellaneous Commodities----			
Budget	500.00	Funds Available:	Beginning Balance for Period
Amount:			290.10
			Total Expenditures
			200.56
			Ending Balance for Period
			490.66
SWALCO \- Solid Waste Prog-Household Hazard Waste---Consultants----			
Budget	162,700.00	Funds Available:	Beginning Balance for Period
Amount:			116,512.36
			Total Expenditures
			19,252.32
			Ending Balance for Period
			135,764.68
SWALCO \- Solid Waste Prog-Household Hazard Waste---Garbage Disposal----			
Budget	10,650.00	Funds Available:	Beginning Balance for Period
Amount:			3,720.77
			Total Expenditures
			162.59
			Ending Balance for Period
			3,883.36
SWALCO \- Solid Waste Prog-Household Hazard Waste---All Other Maintenance----			
Budget	15,250.00	Funds Available:	Beginning Balance for Period
Amount:			12,521.03
			Total Expenditures
			13,210.78
			Ending Balance for Period
			25,731.81
SWALCO \- Solid Waste Prog-Household Hazard Waste---Miscell Contractual Services----			
Budget	4,200.00	Funds Available:	Beginning Balance for Period
Amount:			4,449.50
			Total Expenditures
			388.75
			Ending Balance for Period
			4,838.25

TOTAL EXPENDITURES \$ 74,929.09

A – 1. Proposed Contract with Strategic Advocacy Group

ISSUE: Whether to approve the contract with Strategic Advocacy Group for lobbying services from December 1, 2016 through November 30, 2017.

RECOMMENDATION: SWALCO staff recommends approval of the contract with Strategic Advocacy Group.

BACKGROUND: Late this summer SWALCO received a call from Mike Grady, one of the partners of Strategic Advocacy Group, informing us that Kip Kolkmeier had decided to retire and leave the company. Kip had been the primary lobbyist for SWALCO for over 10 years and had recently in 2015 decided to ask Mike Grady to join him in forming Strategic Advocacy Group. During the 2016 legislative session Mike Grady became the primary contact for Walter Willis on legislative issues and therefore Mike had a chance to come up to speed on our primary legislative issues.

Given that SWALCO had originally hired Kip Kolkmeier to be its sole lobbyist, there was concern about whether to continue on with Mike Grady or not for the second year of the two year contract we entered into in 2015. This prompted a meeting with Mike Grady on October 26, 2016 with John Norris (Legislative Committee Chair), Michael Talbott and Glenn Ryback. After that meeting it was agreed that Mike Grady should be recommended to continue on as SWALCO's lobbyist for the second year of the contract. Strategic agreed to lower its fee for next year from \$37,750 to \$24,000.

A decision on how to proceed in 2018 will have to be made by the Legislative Committee and ultimately the SWALCO Board.

ENCLOSED DOCUMENTS: Proposed contract between SWALCO and Strategic Advocacy Group

STAFF: Walter Willis, Executive Director



Strategic Advocacy Group

October 27, 2016

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

RE: Revised-2017 SWALCO Legislative Consulting Contract

Dear Walter,

Pursuant to our recent discussions, I've prepared this revised letter of engagement to cover the second year of our 2-year contract to provide legislative consulting services 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 the Strategic Advocacy Group, referred to herein as "Contractor", and SWALCO.

2. **Term and Duties.** The term of this agreement shall be for the period December 1, 2016 to November 30, 2017. Upon the date that this agreement becomes effective, it shall replace all prior contractual agreements between the two parties

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 the Strategic Advocacy Group 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 \$24,000. 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 two installments; \$12,000 in December 2016, \$12,000 in May 2017.

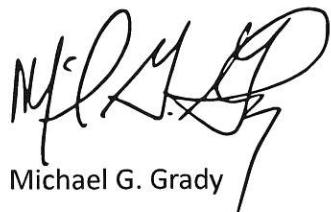
4. **Liability.** For purposes of this agreement, Contractor is a sole proprietor and assumes all risk of loss, indemnifies and holds harmless SWALCO from and against any and all liabilities, demands, claims, suits,

losses, damages, causes of action, fines or judgments, including costs and attorney's 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.

Sincerely,



Michael G. Grady

Signed and approved:

Name: _____

Date: _____



A – 2. Proposed Agreement with Epaint Recycling Solutions

ISSUE: Whether to approve a two-year agreement with Epaint Recycling Solutions to work jointly with SWALCO and its members to provide collection events for latex paint.

RECOMMENDATION: SWALCO staff recommends approval of the proposed agreement with Epaint Recycling Solutions.

BACKGROUND: On September 2, 2016 Walter Willis met with Epaint Recycling Solutions to learn about the company and the potential services they could offer SWALCO to help collect latex paint. Under our HCW program we advertise and educate users that we do not accept latex paint, yet if it is brought to us we will accept it, and it is still the largest volume of material we collect in the program. SWALCO's interest in Epaint is to provide a separate program for latex paint and provide residents with a true recycling option as opposed to our common instruction to dry it out and throw it out. Epaint does operate a plant in Battle Creek, Michigan where they recycle the old paint into new paint.

In accordance with the attached contract, Epaint is agreeing to provide the labor and equipment to operate collection events, and SWALCO would work with its members to find the collection sites and help with marketing the event. The collection events would require residents to pay a fee for recycling the paint, costs would be \$1 for a quart, \$3 for a gallon and \$10 for a 5-gallon bucket; Epaint would share 25% of the cash proceeds with SWALCO.

This is an attempt by SWALCO to not only provide another collection option for latex paint, but also determine how much revenue latex paint collection events could generate for the agency.

ENCLOSED DOCUMENTS: Proposed Agreement between SWALCO and Epaint Recycling Solutions.

STAFF: Walter Willis, Executive Director

PAINT RECYCLING AGREEMENT
BETWEEN
THE SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS AND
EPAINT REYCLING SOLUTIONS, INC.

THIS AGREEMENT entered into _____ this day of _____, 2017 between the Solid Waste Agency of Lake County, Illinois (AGENCY) and EPaint Recycling Solutions Inc. (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 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 collects oil-based paint under its Household Chemical Waste collection program in order to divert oil based paint from the waste stream; and

WHEREAS, the AGENCY does not have a formal program for the collection of latex paint; and

WHEREAS, the AGENCY wishes to continue and expand opportunities to the residents of Lake and organizations within Lake County to recycle latex paint; and

WHEREAS, the AGENCY wishes to enter into an agreement with a contractor to fulfill the work of recycling latex paint; and

WHEREAS, the EPaint Recycling Solutions, Inc. (hereinafter referred to as "CONTRACTOR") has expressed an interest in providing additional opportunities to recycle latex paint.

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:

1. The CONTRACTOR will:
 - a. Provide latex paint collection and recycling services to the residents of Lake County in cooperation with the AGENCY at times and locations as agreed by and between the Parties.
 - b. Provide labor and equipment for the collection of latex paint at the designated collection events.
 - c. Collect fees from residents for the recycling of latex paint at the collection events not to exceed the following:
 - i. 1 quart can(s) \$1.00/can
 - ii. 1 gallon can(s) \$3.00/can
 - iii. 5 gallon pail(s) \$10.00/pail
 - d. Compensate the AGENCY the sum of twenty-five percent (25%) of the total fees collected at each designated collection event within 30 days of the event, and provide documentation on how the payment was calculated.
 - e. The fees outlined in Section 1(c) may be revised by the CONTRACTOR, with the approval of the AGENCY, prior to January 1 of each year of this Agreement. Such fee adjustment must be presented to the AGENCY by December 1 of each year of this Agreement. If the AGENCY and CONTRACTOR cannot agree on the fee adjustment, this Agreement shall terminate upon written notice by the CONTRACTOR to the AGENCY.
2. The AGENCY will:
 - a. Designate the CONTRACTOR as the AGENCY'S preferred vendor for the collection of latex paint.
 - b. Aid in the marketing and outreach of the latex paint collection events which may include but not be limited to: blast emails, letters of support, distribution of marketing materials and other actions as agreed by the Parties.
 - c. Assist in locating and securing sites located in Lake County, IL to conduct the latex paint collection events.
3. The CONTRACTOR shall obtain and maintain insurance coverage of the types, in the amounts and containing such provisions as follows:
 - a. Worker's Compensation
 - i. Statutory Requirements
 - b. Employer's Liability
 - i. \$500,000 per accident
 - ii. \$500,000 disease (policy limit)
 - iii. \$500,000 disease (each employee)
 - c. Commercial General Liability including "occurrence" coverage for:
 - i. Premises and operations, independent contractors protective combined contractual liability, broad form property damage and XCU hazards:
 1. \$1,000,000 per occurrence for bodily injury and property damage
 2. \$1,000,000 annual aggregate per location for bodily injury and property damage combined.

- ii. Products and completed operations (including broad form property combined damage), injury and property damage combined:
 - 1. \$1,000,000 per occurrence for bodily injury and property damage
 - 2. \$1,000,000 annual aggregate for bodily injury and property damage combined.
- iii. Personal injury liability (with employment exclusion deleted)
 - 1. \$1,000,000 per occurrence
 - 2. \$1,000,000 annual aggregate

d. Business Auto Liability (including injury owned, non-owned and hired vehicles)

- i. \$1,000,000 per accident for bodily injury and property damage combined.

e. Umbrella/Excess liability to apply as excess over b and c above.

All liability coverage shall be written on an occurrence basis. Evidence of such insurance coverage will be provided upon request.

CONTRACTOR shall be responsible for promptly reporting all appropriate claims to the appropriate insurer. The AGENCY shall be named as an additional insured under each of the above policies.

4. 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 willful misconduct, negligence or negligent omission of Contractor or any agent or employee of CONTRACTOR, 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 the extent a Loss arises 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 to the extent resulting from intentional misconduct on the part of the CONTRACTOR 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 CONTRACTOR Indemnified Party, but only to the extent that such CONTRACTOR Indemnified Party's negligence contributed to the loss or claim, or that the loss or claim is attributable to such CONTRACTOR Indemnified Party's negligence. 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.
- e. The above indemnifications shall survive the termination of this Agreement.

- 5. To the full extent recognized and permitted by law, all rights, title and interest to any material accepted by CONTRACTOR as a collection event pursuant to this Agreement shall vest in the CONTRACTOR immediately upon acceptance.
- 6. The term of this Agreement shall be in effect from January 19, 2017 through December 31, 2018. The Agency reserves the right to extend the Agreement for three (3) additional one-year periods with the consent of the Contractor.
- 7. This 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.

EPAINT RECYCLING SOLUTIONS, INC.

SOLID WASTE AGENCY OF LAKE
COUNTY, ILLINOIS

By: _____
President or authorized Agent

By: _____
Chairman, Board of Directors

Attest:

By: _____
Secretary

By: _____
Secretary

I – 1. Project and Program Updates

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

1. Legislative efforts continue for the electronics issue. A stakeholder negotiation meeting was held on November 15, 2016 and progress was made with an agreement at the end of the meeting to draft a bill. Walter Willis volunteered to write the bill and completed that task in early December. A draft has been sent to the manufacturers and the goal is to have a bill ready for the lame duck session on January 9 and 10, 2017. The bill would require that Lake County get 7 permanent collection sites (with local government sites given preference if we choose to operate them, if not the manufacturers are required to find the collection sites) and that collection sites could receive a grant from the IEPA (that SWALCO would administer) of 5 cents per pound collected. Assuming we collect 4 million pounds that would result in grant funding of \$200,000 the sites would share based on pounds received minus 10% for SWALCO's costs to administer the grant program.
2. Pete Adrian and I met with WMRA again on November 11, 2016 to continue negotiations on amending the 2008 IPF Agreement. We have another meeting scheduled for January 5th and hope to resolve the outstanding issues and have an amendment ready for Board action at the January 19, 2017 BOD meeting.
3. Negotiations continue with Groot regarding designating its Round Lake Park Transfer Station as a "SWALCO designated pollution control facility", a provision most members have in their franchise hauling contracts. Ultimately a host agreement is envisioned being entered into with Groot and the landfill Lake County's waste is taken to, the Winnebago Landfill owned and operated by Waste Connections (a publicly traded company). Approval of a host agreement would then make the transfer station and landfill "SWALCO designated" and would be listed in all future RFP's developed by the agency when assisting its members. The goal is to have the host agreement ready for the Board to take action on at the January 19, 2017 meeting.
4. Staff is working with Wipeco/Chicago Textile Recycling to modify language in the amendment the Board approved at its October 20, 2016 meeting, per the request of Wipeco. This language should be ready for the Board to take action on at its January 19, 2017 meeting.
5. Staff is in discussions with Vintage Tech (provided escrap services to the Agency this year through May) to enter into a contract with them for 2017 to provide electronics processing services. While we plan to keep ERI under contract and leave all existing sites with them, we are looking at opening new sites or holding one day events with the assistance of Vintage Tech. Having more than one vendor under contract also provides an additional safety net for the Agency in case something unexpected happens with a vendor.
6. In cooperation with Seven Generations Ahead, and the IL Food Scrap Coalition, a forum was held at the College of Lake County on November 10th regarding food scrap collection (the ride along programs and year round programs) and compost site regulations. Over 50 people attended the forum showing the continued and growing interest in diverting food scraps from the landfill.
7. U.S. Senator Dick Durbin attended the SWALCO pharmaceutical collection event on October 27, 2016. He was able to see the volume of material brought to us that day by local law enforcement, and actually helped destroy some of the controlled substances. It was an honor to have a U.S. Senator visit our site and show interest in the Lake County program. Senator

Durbin has proposed legislation to help address the opioid issue and we look forward to continued dialogue with the Senator on a possible national collection program.

ENCLOSED DOCUMENT: None

STAFF: Walter Willis, Executive Director