

R E S O L U T I O N
R2007-59

WHEREAS, bids have been invited by the County of DeKalb for provision of one (1) new Bobcat All-Wheel Steer Loader and attachments as specified, and

WHEREAS, CSR Bobcat of DeKalb, Illinois has submitted the bid meeting specifications, for the provision of said items;

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth below:

CSR BOBCAT:

- (a) Provision of one (1) new Bobcat all-wheel steer loader with attachments as specified in the amount of forty one thousand six hundred fifty-seven dollars and zero cents (\$41,657.00)
- (b) Provision of one (1) laser control package for 84" grader attachment in the amount of six thousand one hundred dollars and zero cents (\$6,100.00)

PASSED AT SYCAMORE, ILLINOIS THIS 19TH DAY OF SEPTEMBER, 2007 A.D.

Chairperson, DeKalb County Board

ATTEST:

County Clerk

**RESOLUTION
R2007-60**

WHEREAS, bids have been invited for improvements on a bridge project located on Shabbona Road, North of Shabbona, Illinois between the Lee Road Curves, in DeKalb County, and

WHEREAS, Civil Constructors, Inc., from Freeport, Illinois has submitted the low bid meeting specifications,

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below:

CIVIL CONSTRUCTORS, INC:

(a) in the amount of three hundred thirty-four thousand nine hundred fifty-two dollars and seventy cents (\$334,952.70) for the construction of a reinforced concrete double 12' x 9' box culvert including necessary roadway approaches on Shabbona Road over the South Branch of the Kishwaukee River, identified as section number 01-00196-00-BR (NON-MFT).

PASSED AT SYCAMORE, ILLINOIS THIS 19TH DAY OF SEPTEMBER, 2007 A.D.

Chairperson, DeKalb County Board

ATTEST:

County Clerk

**RESOLUTION FOR THE ANTICIPATION OF TOWNSHIP BRIDGE FUNDS
R2007-61**

WHEREAS, the County Board of DeKalb County, Illinois, proposes to complete construction of one bridge designed as Section Number 05-16116-00-BR in South Grove Road District, and;

WHEREAS, the FY-2008 Township Bridge Funds allocated to DeKalb County are not sufficient to pay 80% of the cost of the above sections;

THEREFORE, we hereby agree that the sum of \$282,380.64 shall be paid from county funds, township funds, or other available funds, thereby creating an indebtedness in the Township Bridge Fund for South Grove Road District;

THEREFORE BE IT RESOLVED, that the sum of \$282,380.64 be an indebtedness to the county, the same to be repaid from future Township Bridge Program allocations;

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit two certified copies of this Resolution to the State through its Deputy Director of Highways Region Two Engineer's Office located at Ottawa, Illinois.

<p align="center">Approved</p> <p>_____ , 2007</p> <p>Department of Transportation</p> <p>_____</p> <p align="center">Regional Engineer</p>	<p>I, Sharon L. Holmes, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of DeKalb County at its regular meeting held at Sycamore, Illinois on _____, 2007.</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in Sycamore, Illinois in said County this 19th day of September, A.D., 2007.</p> <p>(SEAL)</p> <p>_____</p> <p align="center">County Clerk</p>
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R2007-63
MODEL RESOLUTION FOR THE MANDATORY FEDERAL FUNDING FOR VETERANS
HEALTH CARE ADVISORY REFERENDUM

WHEREAS, George Washington declared, "The willingness with which our young people are likely to serve in any war, no matter how justified, shall be directly proportionate to how they perceive the veterans of earlier wars were treated and appreciated by their country"; and

WHEREAS, when the United States military has been called upon to send forces into harms way, our brave young men and women in uniform have dutifully answered the call to service; and

WHEREAS, many of those who have served our nation are residents of our County of _____, in the State of Illinois; and

WHEREAS, many of those who have served this great nation with honor and dignity now find themselves without adequate medical care as a result of funding inequities; and

WHEREAS, it is unconscionable for us, as a nation, to ask for United States uniformed military to be willing to make the ultimate sacrifice for freedom, and then allow them to receive substandard medical care upon their return home; and

WHEREAS, ensuring that all honorably discharged U.S. veterans have access to the very best medical care available is a small price to pay for the service these men and women give to our nation and the rest of the world; and

WHEREAS, today it is more important than ever to ensure that our veterans have access to excellent health care; and

WHEREAS, the voters of _____ County, Illinois should be permitted to voice their opinion as to whether the federal government should provide the funding that our veterans need in order to receive the best possible care; and

WHEREAS, it is deemed to be in the public interest to submit this question of policy to the voters of _____ County.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The following question of public policy shall be submitted to the voters of _____ County as an advisory referendum at the primary election scheduled for Tuesday, February 5, 2008, consistent with the Illinois Election Code; to wit;

"Shall the federal government be required to adopt mandatory full funding of the Department of Veterans Affairs for the purpose of ensuring that all eligible honorably discharged U.S. veterans receive quality and accessible healthcare and related services?"

Section 2. This advisory referendum shall be conducted in accordance with provisions of the Illinois Election Code pertaining to the conduct of the primary election scheduled for February 5, 2008.

Section 3. This Resolution shall be in full force and effect upon its passage and approval.
Approved and adopted this ___ day of _____ 2007.

ATTEST

SIGNED

Sharon Holmes, County Clerk

Ruth Anne Tobias
Chairman

RESOLUTION
R2007-64

Whereas, the DeKalb County Executive Committee has considered the value of the DeKalb County Board engaging in a Strategic Planning Process, and

Whereas, the Executive Committee did find that participation in such a process was in the best interests of the County Board and the citizens of DeKalb County, and

Whereas, the DeKalb County Board did not accept the original recommendation of the Executive Committee for a consultant to lead that planning process, and

Whereas, the County Administrator did solicit a proposal for Strategic Planning services from TechSolve of Cincinnati, OH. That proposal is attached to this Resolution and hereby incorporated by reference, and

Whereas, the DeKalb County Executive Committee did recommend contracting with TechSolve of Cincinnati, OH to lead a Strategic Planning Process for the DeKalb County Board.

NOW, THEREFORE BE IT RESOLVED that the DeKalb County Board does concur in the recommendation of the DeKalb County Executive Committee and does agree to contract with TechSolve of Cincinnati, OH for a sum not to exceed \$10,000 plus travel and other project-related expenses to lead a Strategic Planning process for the DeKalb County Board.

PASSED AT SYCAMORE, ILLINOIS THIS 19TH DAY OF SEPTEMBER 2007
A.D.

ATTEST:

SIGNED:

Sharon L. Holmes
County Clerk

Ruth Anne Tobias
County Board Chairman



Proposal for the DeKalb County Strategic Planning Event

August 23, 2007

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ABOUT TECHSOLVE



TechSolve is a not-for-profit professional services organization that helps local government managers and private sector businesses identify process improvement opportunities that reduce costs and lead time and enhance effectiveness and quality.

TechSolve exists to enable its clients to provide outstanding products and services. Its purpose is to improve the economic vitality of the State of Ohio and the Nation.

Through a hands-on approach, TechSolve's experts identify constraints and provide the resources and methodologies to eliminate them. TechSolve doesn't just explain solutions; our personnel roll up their sleeves and help implement change.

We don't just say what could be done.

We don't just train.

We get in there and do it.

“**TechSolve's Lean process training provided the city of Cincinnati staff the technical ability to implement continuous improvements which increased the effectiveness and decreased the costs of selected city services**

Atoinette A. Selvey-Maddox
Former Assistant to the City Manager & Innovative Service Solutions Manager

”

HISTORY

TechSolve, formerly the Institute of Advanced Manufacturing Sciences, Inc. (IAMS), was founded in 1982 by the City of Cincinnati, the Greater Cincinnati Chamber of Commerce, the University of Cincinnati, and large local industry.

In 1984, TechSolve became one of the Ohio Edison Technology Centers through the Ohio Department of Development (ODO). The Edison Program provides on-going financial support through the award of matching grants.

Beginning in the mid-1990s, using techniques established by Toyota, one of the best-managed companies in the world, TechSolve assumed a leadership role in the innovative application of these techniques in a variety of business sectors to achieve continuous improvement and quality management.

In 2004, TechSolve was among the first to apply these proven concepts to local government. TechSolve was awarded a contract to work with the City of Cincinnati on the creation of an internal Guide for Continuous Improvement, the training of city staff on use of this Guide, redesign of processes relating to code enforcement and police recruitment, and the improvement of Cincinnati's capital improvement program process.

Today, TechSolve works with local governments across the country.

TechSolve's 48-person team has a total of:

- 6 Doctorate degrees**
- 20 Master's degrees**
- 41 Bachelor's degrees**

TECHSOLVE CLIENTS AND MEMBERS

A few featured past and current government clients include:

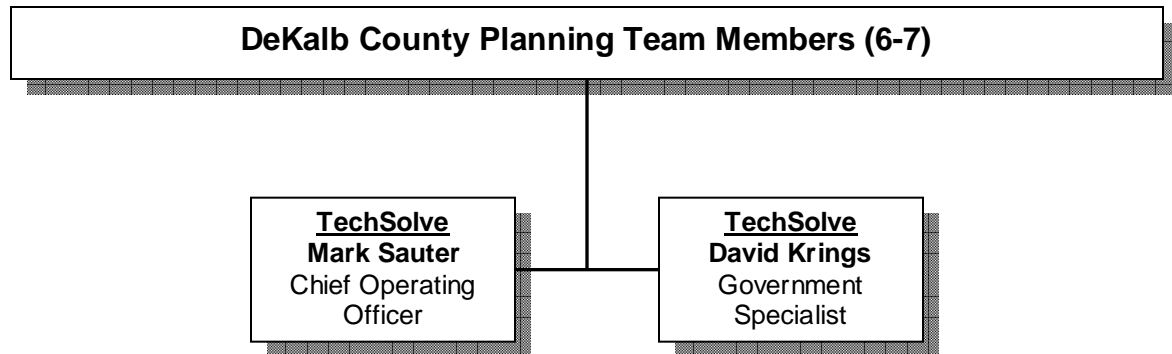
City of Cincinnati, OH	County of Peoria, IL
City of Ontario, CA	City of Montgomery, OH
City of Conroe, TX	Ohio Department of Development
City of Beloit, WI	United States EPA
Metropolitan Sewer District of Greater Cincinnati	Council on Aging of Southwest Ohio

A few featured past and current non-government clients include:

Procter and Gamble	Emerson Electric
General Electric Aircraft Engines	Kroger
Honda of America	Cincinnati Children's Hospital
Jim Beam Brands Company	Mitsubishi Automotive
General Dynamics	Toyota Motor
Rolls-Royce	Boeing Company

THE TECHSOLVE TEAM

TechSolve understands that DeKalb County wishes to complete a team-based strategic planning process that will help set the future course for DeKalb County’s operations. The planning will take place in the October to November time frame. TechSolve has formed a team of two consultants with extensive experience in strategic planning and local government issues. The planning team will consist of:



BIOGRAPHIES OF TECHSOLVE TEAM MEMBERS

Name	Relevant Experience	Evidence of Continuing Education and/or Current Expertise in Relevant Function
David Krings	<ul style="list-style-type: none"> - 35 years experience in executive level management of state and local governments - Former president of the National Association of County Administrators - Former president of International City/County Management Association (ICMA) - Internationally recognized state and local government management practitioner and consultant - Former Peoria County Administrator 	<ul style="list-style-type: none"> - Master’s in Public Policy and Administration - ICMA Credentialed Manager - Authored PM Magazine’s “Lean Local Government” article
Mark Sauter	<ul style="list-style-type: none"> - 15 years consulting experience in strategic planning, financial analysis, and marketing - Serves as TechSolve’s Chief Operating Officer - Former business owner (125 employees) - Examiner for Baldrige-based Small Business of the Year Award - Core panelist for US Dept of Commerce applying Baldrige criteria to review operations of US DoC-grantee programs 	<ul style="list-style-type: none"> - Law Degree from the University of Chicago - Bachelor’s of Science in Political Science and Emphasis (equivalent to “minor”) in Urban Studies from Wittenberg University

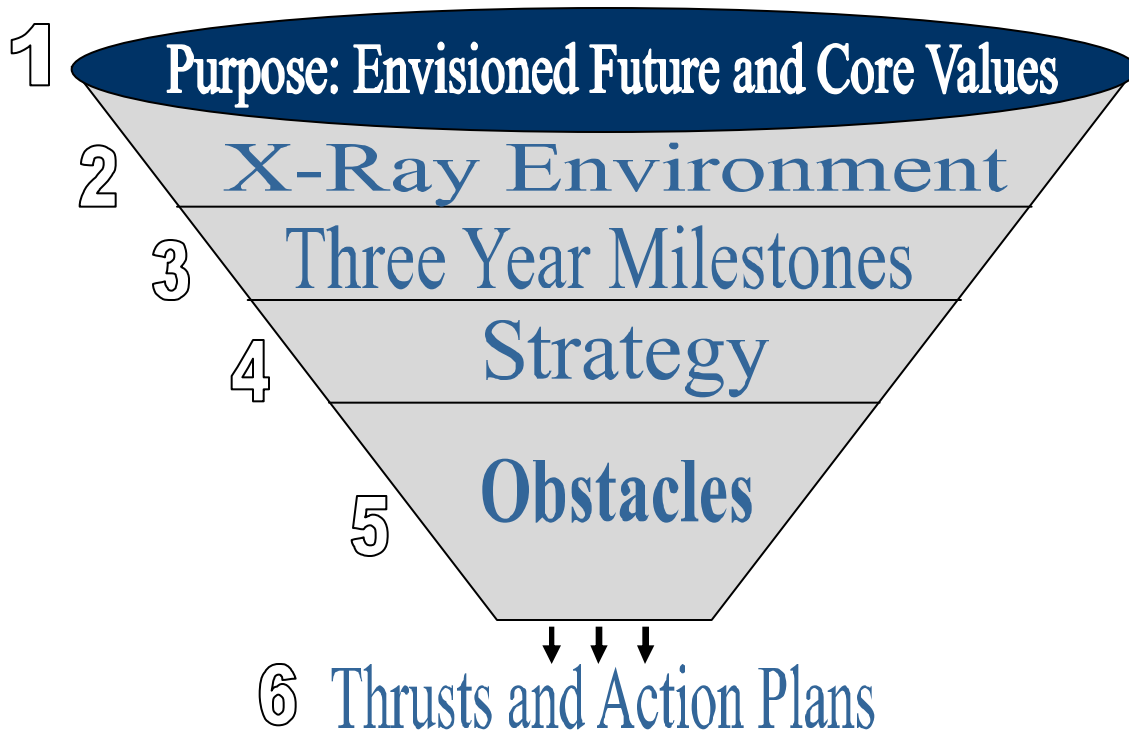
APPROACH / PROPOSED PLAN

STRATEGIC PLANNING

TechSolve's team-based strategic planning process typically involves six steps, but can be customized to meet any special requirements of DeKalb County:

1. Articulating the organization's purpose, including its envisioned future, mission, and core values
2. Analyzing its current operating environment
3. Developing near-term objectives and goals, the achievement of which will evidence satisfactory progress toward realizing the longer-range future state
4. Agreeing on an overall strategic approach
5. Identifying key obstacles or constraints that must be addressed
6. Formulating action plans to address key obstacles

The following graphic illustrates the process and emphasizes the importance of beginning with a very broad perspective and then working toward a much narrower, pragmatic focus on action plans:



The process typically involves two, two-day sessions. Depending on the progress of discussions during the first session, it may be possible to limit the second session to a single day. The two sessions take place two to four weeks apart in order to permit additional reflection by planning team participants and, if necessary, data gathering. While each situation differs, the sessions usually flow as follows:

Session One

Step One: Clarify/Confirm Vision – What Are We About?

- Facilitated discussion of themes for DeKalb County's Statements of Mission and Core Values
- Facilitated discussion of themes for DeKalb County's Vision Statement

Step Two: Evaluate the Current Environment – Where Are We Now?

- Complete external analysis of relevant trends in the economy, the legislative/regulatory environment, technology, and local demographics
- Identify factors critical to the success of DeKalb County. What are the major keys and attributes it needs to achieve its vision?
- Complete a Strengths, Weaknesses, Opportunities and Threats analysis of DeKalb County within the context of each identified critical success factor

Step Three: Agree on Three-Year Objectives and Goals – Where Are We Going?

- Revisit Vision ideas from Step One, and confirm or revise in light of Step Two considerations
- Translate long-range vision into no more than three or four, three-year strategic objectives and goals, the achievement of which will clearly demonstrate that the organization is making satisfactory progress toward its long-range vision

Step Four: Agree on Overarching Strategies

- Discuss and agree on DeKalb County's strategic stance, meaning the broad way in which DeKalb County seeks to maintain or improve its performance (e.g. innovate, defend, or react)
- Discuss and agree on the types of specific actions that DeKalb County will likely use to put its strategic stance into operation (e.g. initiatives focused on public needs, services, revenues, internal organization changes, and external organization programs)

Session Two

Step Five: Identify Obstacles – What Might Stop Us?

- Complete Language Processing exercises on each of the objectives/goals to identify the two or three key obstacles to achieving each objective

Step Six: Address Priorities – Who Must Do What?

- Rank obstacles identified in the Language Processing exercises to identify the approximate order in which the obstacles should be addressed in the year ahead; the top four or five will become your strategic thrusts for your next operating cycle
- Identify the "big blocks" of work required to address the three strategic thrusts, and slot these into task plan templates

REFERENCES

Reference 1:

Jerry McGuire
City Manager
City of Conroe, TX
300 West Davis St
Conroe, TX 77301-2803
Phone: 936-539-4431
Email: jmcguire@cityofconroe.org

Reference 2:

Cheryl Hilvert
City Manager
City of Montgomery
10101 Montgomery Rd
Montgomery, OH 45242-5323
Phone: 513-891-2424
Fax: 513-891-2498
Email: chilvert@ci.montgomery.oh.us

Additional References Available Upon Request

INVESTMENT

PRICE TO DEKALB COUNTY	
Total Price for Proposed Services:	\$10,000 <i>plus travel expenses and related processing charges</i>

CUSTOMER SATISFACTION & CLIENT IMPACT SURVEYS

Approximately 12 months following completion of the project, you will be requested to complete a Customer Satisfaction & Impact Survey on behalf of TechSolve. This survey takes approximately 15 minutes to complete via telephone or online. Synovate, a third-party survey house, conducts the survey on behalf of our national affiliate and funding partner, the Manufacturing Extension Partnership. Survey results are submitted to the National Institute of Standards and Technology, a program within the Department of Commerce to help gauge the success of the services we have provided to your organization to assist us in continuing to improve our ability to serve you and other clients in the future.

AUTHORIZATION

In accepting this proposal, please return a signed copy and your organization's purchase order to the address below:

TechSolve, Inc.
6705 Steger Drive
Cincinnati, Ohio 45237
Attn: Michael Sticklen

TechSolve will begin work after receipt of your signed authorizations. This proposal is valid for 60 days.

ACCEPTED: DeKalb County
200 N Main St
County Legislative Center
Sycamore, IL 60178

By: _____ Date: _____

Title: _____ P.O. No. _____

Signature: _____

ACCEPTED: Michael Sticklen
TechSolve, Inc.
6705 Steger Drive
Cincinnati, OH 45237

Signature: _____  _____ Date: _____

RESOLUTION

R2007-65

Whereas, the DeKalb County Board did appoint an Ad Hoc Solid Waste Committee and retain the services of an engineering firm to assist that Committee in formulating recommendations on the future disposal of solid waste in DeKalb County, and

Whereas, Article III. Section 50-58 of the DeKalb County Pollution Control Facility Siting Ordinance calls for the establishment of Rules and Procedures to guide the application and hearing process for Pollution Control Facilities, and

Whereas, the Ad Hoc Solid Waste Committee has recommended that the ARTICLES OF RULES AND PROCEDURES that are attached to this Resolution and hereby incorporated by reference be adopted by the DeKalb County Board to guide the proceedings of DeKalb County Pollution Control Facility Committee if and when applications are received pursuant to that DeKalb County Pollution Control Facility Siting Ordinance.

NOW, THEREFORE BE IT RESOLVED that the DeKalb County Board does concur in the recommendation of the Ad Hoc Solid Waste Committee and does hereby adopt the attached ARTICLES OF RULES AND PROCEDURES to guide the proceedings of the DeKalb County Pollution Control Facility Committee in the future.

PASSED THIS 19TH DAY OF SEPTEMBER 2007 A.D. AT SYCAMORE,
ILLINOIS

ATTEST:

SIGNED:

Sharon L. Holmes
County Clerk

Ruth Anne Tobias
County Board Chairman

ARTICLES OF RULES AND PROCEDURES POLLUTION CONTROL FACILITY COMMITTEE

ARTICLE I: GENERAL PROVISIONS

- Section 1:** These rules and procedures are supplementary to the provisions of the DeKalb County Pollution Control Facility Siting Ordinance (the "Ordinance") and relate to procedures of the Pollution Control Facility Committee (the "Committee"). References and terms herein shall be defined as in the Ordinance.
- Section 2:** The State's Attorney shall be consulted where the powers of the Committee are not clearly defined.

ARTICLE II: RESPONSIBILITIES AND DUTIES

- Section 1:** The Committee shall have a Chairman and an Acting Chairman, as provided for in the Ordinance.
- Section 2:** The Chairman shall supervise the affairs of the Committee and preside at all meetings and public hearing(s). All meetings shall comply with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.)
- Section 3:** In absence of the Chairman, the acting Chairman shall perform all duties and exercise all powers of the Chairman.
- Section 4:** A court reporter shall be employed by the Committee, and shall be present at any and all public hearings on an application for local siting approval and shall provide the Committee with a certified transcript of the hearing as soon as possible. A secretary may be employed by the Committee to assist the hearing officer during the hearing process.

ARTICLE III: MEETINGS AND HEARINGS

- Section 1:** Meetings and hearings shall be called by the Chairman at such times as may be deemed necessary. At public hearings conducted pursuant to the Ordinance wherein evidence is taken, arguments made or procedures discussed, the hearing officer may schedule continued hearings.
- Section 2:** The Chairman shall provide at least forty-eight (48) hours notice to all Committee members of any special meeting called by him/her. The forty-eight (48) hour notice requirement does not apply to continued public hearings for local siting approval pursuant to the Ordinance.

Section 3: All meetings and hearings shall comply with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.).

Section 4: A quorum of the Committee, for purposes of voting on the recommendation to the County Board regarding the site approval application, shall be four (4) members. No Committee members need be present when public hearings under the Ordinance are being conducted by the hearing officer and the meeting is being transcribed as provided herein.

Section 5: For purposes of the hearing, a “participant” may only be one of the following: an owner of property subject to notification under Section 50-54(a)(3) of the Ordinance; an attorney representing said property owners; or an official or attorney representing a township or a municipality located within one and one half miles of the proposed facility. All other parties will be limited to public comment during the public comment time of the public hearing or to written comment through the written comment period

Section 6: Submission of Evidence

- A. Any exhibits that a participant, other than the applicant, anticipates using during the public hearing shall be submitted to the County at least five (5) days prior to its anticipated use. All participants shall submit at least thirty (30) copies of all exhibits. A copy shall be furnished to the applicant by the County. All participants, other than the applicant, must register with the County Clerk at least seven (7) days prior to the start of the public hearing.
- B. Members of the public who speak during the public comment time of the public hearing shall submit any exhibits they expect to use to the County prior to the time designated for the public to speak. At least three (3) copies of all such exhibits shall be submitted. The applicant shall be provided one (1) of the three copies.
- C. Any additional exhibits to be used by the applicant during the public hearing and not a part of the application shall be submitted at least twenty-four (24) hours prior to the commencement of the public hearing. At least thirty (30) copies of all additional exhibits shall be submitted. Any additional exhibit used by the applicant, that in any way changes information provided with the application, or provides information not submitted as a part of the application, shall be considered an amendment to the application and all sections of the Ordinance pertaining to amendments shall take effect.
- D. Any exhibits, other than those included in the application, submitted by the applicant or any participant must be on paper no larger than 8½" x 11" in size. If larger exhibits are submitted, they must also be submitted in the requested reduced-size format.
- E. The time limits for submission of evidence may be waived by the Hearing Officer if he/she determines that the participant could not reasonably have anticipated the use of said exhibit at the time that submission was due.

- F. All parties wishing to testify or cross-examine must submit written notification of said intent to the County Clerk at least seven (7) days before the first date of the hearing. If the hearing should extend beyond one session, no additional parties shall be allowed to testify or cross examine.
- G. In order to insure fundamental fairness, compliance with the Act, allow for unforeseeable circumstances, and to protect the public interest, the Committee, by majority vote of members present and voting, may waive any requirements of this section.

Section 7: Conduct of the Hearing

- A. The Applicant for siting approval shall have the burden of proof and the burden of going forward with the evidence as to the suitability of the site location for the proposed use.
- B. At the hearing, the Applicant may appear on his/her own behalf, or be represented by counsel or agent.
- C. The hearing officer shall call the hearing to order and shall allow the Applicant and the County or their counsel or agent, to make an opening statement. The hearing officer may allow objectors or their counsel to make an opening statement.
- D. The Committee shall then hear testimony from the Applicant and/or any witnesses the Applicant may wish to call. Upon the close of the Applicant's testimony, any other participants may offer any witnesses and evidence they may wish to present. These other participants may or may not be represented by counsel. Upon the close of the Applicant's and other participants' testimony and evidence, the County may present any witnesses and evidence it may wish to present, unless the County is the Applicant, in which case it shall proceed as set out above. The hearing officer shall decide the order of presentation of testimony subject to these rules.

All witnesses shall testify under oath. Testimony may include the use of exhibits. All witnesses shall be subject to reasonable examination as follows: direct, cross, redirect, recross, etc. After all participants have presented testimony, reasonable rebuttal, sur-rebuttal, etc., may be allowed at the discretion of the hearing officer. All parties who have provided notification under Section 6.F shall have the opportunity to examine witnesses, limited in time and duration by the hearing officer to assure completion of the hearings in accordance with the deadlines of the Act. Other persons shall be allowed to submit questions to the hearing officer, who shall exercise discretion in the manner in which such questions are to be posed to witnesses. Sufficient examination of witnesses is to be allowed so as to provide for fundamental fairness.

- E. All parties who have provided notification under Section 6.F shall have the right to present testimony and witnesses. Any such person shall have the right to be represented by an attorney.

- F. The hearing officer may exclude irrelevant, immaterial, incompetent or unduly repetitious testimony or other evidence. The hearing officer shall rule on all questions relating to the admissibility of evidence. These rulings shall not be appealable to the County Board.
- G. (1) At any time prior to completion by the Applicant of the presentation of the Applicant's factual evidence and an opportunity for cross-questioning by the County and any participants, the Applicant may file not more than one amended application upon payment of additional fees pursuant to Section 50-54(a)(3) of the Ordinance. Provided, however, that the time limitation for final action set forth in Section 39.2(e) of the Act, as amended, and Section 50-57(b) of the Ordinance, shall be extended for an additional period of 90 days.
- (2) Within seven (7) days of the filing of the amendment(s), the Chairman of the Committee, pursuant to Section 50-56(c) of the Ordinance, shall notify the Applicant of the date of the public hearing, said public hearing to be held pursuant to these Articles of Rules and Procedures.
- H. Any Committee member who has, or feels he/she has, any disqualifying interest in the property or affairs of the Applicant may be excused from participating in any hearing or decision of the Committee.

ARTICLE IV: FACTORS TO BE CONSIDERED BY THE COMMITTEE IN MAKING IT'S DECISION

In making its recommendation on the pending application, the Committee shall base its decision on the factors listed in the Ordinance.

ARTICLE V: NOTICES

Section 1: Notice shall be given in the manner prescribed by the Ordinance and the Act.

Section 2: All notices shall contain the following information:

- A. The name and address of the Applicant requesting site location approval.
- B. The owner of the site and, in case ownership is in a land trust, the names and addresses of the beneficiaries of said trust.
- C. The legal description of the site.
- D. The street address of the property, and if there is no street address applicable to the property, a description of the site with reference to location, ownership

or occupancy or in some other manner that will reasonably identify the property to residents of the area.

- E. The nature and size of the proposed development.
- F. The probable life of the proposed activity.
- G. The date, time and location of the public hearing.
- H. A statement that the application is available to the public in the office of the County Clerk, and that copies of the application are available upon payment of actual cost of reproduction, as outlined in the constraints of the Freedom of Information Act (5 ILCS 140/1 et. seq.).

ARTICLE VI: FEES

The Fee, as described in the Ordinance, Section 50-54(a)(2), must be paid by the Applicant at the time an application is filed and at the time an amendment is filed, before the application may be considered. If a pre-filing review is performed by the County, then the pre-filing deposit must be paid by the Applicant at the time the memorandum of understanding is signed by the Chairman of the County Board.

ARTICLE VII: COMMITTEE RECOMMENDATION

Section 1: The Committee shall meet after the public hearing to make its recommendation as to site approval to the County Board. This meeting shall comply with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.), but no further evidence, testimony or input from the parties or the public will be allowed.

Section 2: At this meeting, the Committee shall vote as to its recommendation on the application (and amendment, if applicable) and submit a written report on that vote to the County Board. This report must be filed with the County Clerk as soon as practicable.

ARTICLE VIII: WAIVER OF RULES

In order to insure fundamental fairness, compliance with the Act, allow for unforeseeable circumstances and to protect the public interest, the Committee, by majority vote of members present and voting, may waive any of these Articles.

ARTICLE IX: APPLICATION

Section 1: General Procedures

- A. An application for a Pollution Control Facility shall be presented as described in the Ordinance and these Articles. Additional pages shall be attached where the space provided is insufficient.
- B. The Applicant shall submit thirty (30) copies of the completed application including a minimum of six (6) full sized copies of all exhibits and twenty-four (24) reduced copies of all exhibits as described in the following sections. One additional copy shall be provided in electronic format on CD or DVD.
- C. Applications shall be formatted on eight and one half inch by eleven inch (8 ½ x11) paper except where oversized maps, engineering drawings, etc. are required for clarity. Reduced copies of oversized exhibits should be provided on eleven by seventeen inch (11x17) paper. The pages of the application and all exhibits shall be consecutively numbered and securely bound in the left hand margin with a binding which allows the document to lie flat when opened. Applicants are encouraged to use recycled-content paper.
- D. All sections of the application shall be clearly marked and submitted with dividers. Exhibits and drawings shall be clearly marked as to what sections they pertain. Notwithstanding the specific application requirements detailed herein, applicants must include all information which the Applicant believes necessary to demonstrate compliance with the standards of the Ordinance.
- E. The application shall be signed by the Applicant or, if the Applicant is filed by a corporation, it shall be signed by its principal executive officer.
- F. The application shall be deemed amended if, at any time after the official filing date, the Applicant either changes any of the information contained in the application or submits any additional substantial information, either written or oral, regarding the application.

APPLICATION FOR POLLUTION CONTROL FACILITY SITING APPROVAL

A. IDENTIFICATION

1. Name of Applicant _____

2. Address of Applicant _____
(Street, P.O. Box, RR)

City State Zip Code

Telephone _____
(Area Code) (Number)

3. Name of Operator _____

4. Address of Operator _____
(Street, P.O. Box, RR)

City State Zip Code

Telephone _____
(Area Code) (Number)

5. For both the Applicant and the proposed Operator, provide the following information:

- (a) If a partnership, submit names and addresses of all partners. If a corporation, submit names and addresses of all Officers and Directors, and the names and addresses of all shareholders owning ten percent (10%) or more of the capital stock of said corporation.
- (b) If a corporation, submit a copy of the Articles of Incorporation as an exhibit. If the corporation is more than fifty percent (50%) owned by another corporation, the requirements of this part shall be applicable to said corporation.
- (c) Submit audited financial statements of the Applicant and operator for the five (5) preceding years. If a new corporation, provide statement for years available.

B. OPERATION CLASSIFICATION

1. Type of Pollution Control Facility proposed (Check applicable box or boxes)

- Waste storage site
- Sanitary landfill or other disposal Site
- Transfer Station
- Incinerator
- Other: Explain:

2. Type(s) of wastes proposed to be deposited or processed at the site, as defined in the Illinois Environmental Protection Act ("Act"):

C. SITE LOCATION

1. Name of Site _____

Address of Site _____
(Street, P.O. Box, RR)

City State Zip Code

County Township

2. Legal Description of Site (Attach Plat of Survey)

3. Attach a copy of the United States Geological Survey (U.S.G.S.) topographic quadrangle map of the area which includes the site (7.5 minute quadrangle, if published).

Quadrangle Map provided: _____
(Name) (Date)

4. Outline the location and extent of the site on the U.S.G.S. topography quadrangle map.

5. General characteristics (Flood plain, hillside, field, strip mine, quarry, gully, gravel pit, swamp, etc.) Briefly describe:

6. Attach copies of all insurance policies relevant to the premises and the operations carried on at the location for which the Applicant seeks site location approval. Describe the insurance policies carried by the Applicant to cover single incidents and gradual and fortuitous incidents, as well as insurance coverage which the Applicant intends to obtain. Include information concerning the environmental liability insurance the applicant has obtained for this facility. Include closure and post-closure care cost estimates and the expected financial methods to cover these items.

7. List any agreements with a unit of local government that places conditions, limitations, compensation or other requirements on the location, construction or operation of the Facility or on its Operator including references to ordinances or resolutions. Also, attach a copy of such agreements to this application.

D. SITE HISTORY (Check applicable box or boxes)

1. () This is a proposed operation
 () This is a proposed expansion of an existing operation:
 Illinois EPA Waste Storage, Treatment or Disposal Permit No. _____
 () Site is currently under other Illinois EPA Permit
 Illinois EPA Permit No. _____
 () No Illinois EPA Permit

2. Existing land use on site:

3. Present zoning classification of site (if any):

4. List any covenants recorded against the site:

E. NOTICE TO ADJOINING LAND OWNERS

There shall be filed with the application copies of the pre-filing notices required to be served to landowners under Section 56-54(a)(3) of the Ordinance, together with evidence of service thereof as provided in said Act. Additional notices required in the Ordinance shall be filed with the application.

F. SPECIFIC INFORMATION BY CRITERIA

1. The Applicant shall submit the information requested hereafter as part of the application.

2. The format of this part of the application shall be as follows:
 - a. This part of the application shall be divided into nine (9) sections corresponding to the nine (9) criteria given in Section 39.2(b) of the Act. These subsections shall be clearly marked with dividers or other suitable means. Exhibits and drawings shall be clearly marked with respect to which section and subsection they pertain.

 - b. A tenth section shall be included that provides documentation concerning the previous operating experience and past record of convictions or admissions

of violations of the Applicant (and any subsidiary or parent corporation of Applicant) in the field of solid waste management.

3. Section One

The Applicant shall provide sufficient detail to demonstrate that the facility is necessary to accommodate the waste needs of the area it is intended to serve. For the purposes of this section, the needs of the area shall include not only the need for adequate capacity to process or dispose of the generated solid waste but also the need to ensure sufficient competition within the private sector to control price increases and maintain high quality of service in both the residential and commercial sectors. At a minimum, this section shall include:

- a. An explicit definition of the intended service area for the proposed facility including a map of the service area boundaries.
- b. A determination of currently permitted and potential disposal capacity in and available to the service area and the current and projected costs of that capacity.
- c. A determination of the current and projected waste types and quantities generated within, imported into, and exported out of the service area. The projection of waste quantities over the life of the proposed facility shall be based on the best available information and clear, substantiated assumptions.
- d. Detailed calculations of the capacity and life of the proposed facility. If Facility is a landfill, transfer station or incinerator, the proposed life of the facility must include a minimum of 20 years of disposal and/or processing capacity for non-hazardous solid waste from DeKalb County or an analysis and reasons for a different capacity.
- e. A discussion of the sources and reliability of information contained in this section.

4. Section Two

The Applicant shall provide sufficient detail to demonstrate that the proposed facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected. The Applicant shall subdivide this section of the application into three subsections: Location Subsection, Design Subsection, and Operation Subsection. The minimum requirements for these subsections are given below.

- a. Location Subsection. This subsection shall contain a location report that describes the existing hydrogeological, ecological, surface hydrological, and historical conditions of the proposed site and the surrounding area. The report shall contain location standards documentation, narrative drawings, figures, and other material necessary to provide an accurate description of

the proposed location. Components of the location report shall include, but not be limited to:

- i. If the application is for a sanitary landfill, a Site Location Map showing the proposed site and the surrounding area defined by a line six (6) miles from the edge of the proposed property. This or a separate map shall graphically show the location of the 100-year floodplain, setback zones defined by Sections 14.2 and 14.3 of the Act, and any other location restrictions contained in federal, state, and local regulations. Locations of all known wells and potable water supply sources shall be shown on the map within a 1-mile radius.

If the application is for any other PCF, a Site Location Map showing the proposed site and the surrounding area defined by a line two and one half miles from the edge of the proposed property. This map or a separate map shall show the distance to the nearest property zoned primarily for residential uses and the nearest residential dwelling. Locations of all known wells and potable water supply sources within a 1-mile radius shall be shown on the map.

- ii. Legal descriptions of both the proposed property and the proposed waste boundary. The legal descriptions shall be prepared by an Illinois Registered Professional Land Surveyor.
- iii. Documentation verifying that the proposed site is not in violation of any location standard or restriction specified by all applicable federal, state, and local regulations and guidelines.
- iv. A study of the proposed site's geology and hydrogeology. If the application is for a sanitary or hazardous waste landfill, the study shall conform to all the Phase I, Phase II and Phase III investigation requirements of 35 IAC §811.315 and §812.314. Copies of all boring logs and soil and water sample analyses collected during the investigation shall be attached to the application.
- v. A study of the history of the proposed site and the surrounding area. The study shall include, but not be limited to, copies of correspondence with the Illinois State Historical Society regarding historically significant features at the proposed site, aerial photos depicting the historical development of the area, and other information necessary to characterize the history of the proposed site.
- vi. A study of the indigenous plant and animal life for the proposed site and the surrounding area. The study shall also include the identification and discussion of any endangered or threatened species that are known to inhabit the site and the surrounding area.

- b. Design Subsection. This subsection shall contain a design report that describes the physical attributes of the proposed facility. The report shall contain narratives, calculation, drawings, figures, and other material necessary to provide an accurate depiction of the facility. Components of the design report shall include, but not be limited to:
- i. A Site Plan Map, prepared and certified by a registered land surveyor, with an appropriate scale, which shows the location of all design components at the proposed site. This map shall include but not be limited to:
 - 1) All changes in topography to be made;
 - 2) Five foot contour interval on sites, or portions thereof, where the relief exceeds 20 feet, and two foot contour intervals on sites or portions thereof having less than 20 feet of relief; the location of all buildings, ponds, streams, wooded areas, bedrock outcrops, underground and overhead utilities, roads, fences, culverts, drainage ditches, drain tiles, easements, streets, boundaries, areas previously mined or where the soil has been disturbed from its natural condition, and locations and elevations of borings made; as they will exist upon completion of development of the site, including new construction proposed;
 - 3) The location of and description of all monitoring devices which will be utilized at the site.

If the application is for a sanitary landfill, the Site Plan Map shall also meet the requirements of 35 IAC §812.107. If the site is proposed to be utilized as a landfill, there shall also be filed a separate topographic map, prepared and certified by a registered land surveyor, showing the proposed final contours of the closed and covered site.

- ii. A narrative description of the facility. If the application is for a sanitary landfill, the description shall meet the requirements of 35 IAC §812.108.
- iii. Design drawings necessary to adequately describe the components and systems of the facility during construction, operation, and closure. The phasing of construction shall also be depicted by the design drawings. If the application is for a sanitary landfill, the drawings shall meet the pertinent requirements of 35 IAC §812.110 [stormwater], 114 [closure], 306 a) 1, 4, 5 [liner], 307 [leachate collection], 309 (b) [gas monitoring], and 313 [final cover].
- iv. If the application is for a sanitary landfill, the calculations shall verify that each design component meets the applicable requirements of 35 IAC §811.103, 110, 306, 307, 308, 310, and 314. The design report

and calculations shall meet the requirements of 35 IAC §812.110, 306 [excluding 306(a)(3)(B)], 307, 309, and 313.

- v. If a National Pollutant Discharge Elimination System (NPDES) permit has been issued for any part of the site or an adjoining site owned or operated by the applicant, please attach a copy. If a NPDES permit will be necessary for the proposed facility, attach said application for a permit.
 - vi. Describe how the facility will meet the requirements of the DeKalb County Grading, Stormwater Detention and Site Development Ordinance (Ord. No. 00-30)
 - vii. Describe how the facility design will accomplish control of all regulated air emissions. As applicable, discuss how Maximum Achievable Control Technology (MACT) will be implemented.
 - viii. A description of the correlation between the design and the site location. This section shall identify suitable and non-suitable features of the location and describe corresponding design attributes intended to abate non-suitable features.
- c. Operation Subsection. This subsection shall contain an Operations Report that consists of an Operating Plan, a Construction Quality Assurance Plan, and a Closure/Post-Closure Care Plan. If the application is for a sanitary landfill, these plans shall meet the appropriate requirements of 35 IAC §811 and §812. The plans shall also show that the operation of the facility will comply with all applicable local regulations. Components of the Operations Report shall include, but not be limited to:
- i. A description of the types of wastes or other materials proposed to be received or produced at the facility, and, if applicable, identification of the time frame when such materials are proposed to be received or produced. For each type of waste or material identified, provide the maximum daily receipt and throughput, process capacity, and/or production.
 - ii. An Operating Plan that explicitly describes the operations at the facility during all phases of operation at the proposed site. This Plan shall include, but not be limited to, personnel requirements, personnel training, equipment requirements, construction phasing, waste handling, monitoring requirements, hours of operation, equipment operation, stormwater control, air emissions control, odor control, dust control, litter control, vector control, noise control, systems maintenance, equipment maintenance.

- iii. If the application is for a sanitary landfill, a Construction Quality Assurance Plan that ensures the facility will be constructed in accordance with 35 IAC §811 Subpart E. This Plan shall meet the applicable requirements of 35 IAC §812 and shall define the duties of a construction quality assurance officer, describe all sampling and testing procedures, define explicit acceptance criteria, and provide a description of the statistical basis being the sampling and testing regime.
- iv. A Closure/Post-Closure Care Plan that describes the steps that will be taken to close the proposed facility and the steps necessary to provide proper post-closure care. If the application is for a sanitary landfill, this Plan shall include details of the components required by 35 IAC §811.110 (a through d), and 111 d)1) and the Plan shall meet the requirements of 35 IAC §812.114 and 115. The Applicant shall also provide sufficient information proving that financial assurance is available for the proposed site.

5. Section Three

The application shall contain a study of how the proposed facility will minimize incompatibilities with the surrounding area and will minimize the effect on the value of the surrounding area. The study shall consider all design features, operating procedures, and location aspects of the facility. The proposed methods and features shall comply with, and shall be used for the facility to comply with all federal, state, and local regulations. At a minimum, this section shall include:

- i. Provide a map at an appropriate scale showing the current land use of all properties within two and one half miles of the boundary of the proposed facility.
- ii Detailed drawings and narratives for screening features that are proposed for the facility. This shall include, but not be limited to, berming plans, plant descriptions, planting details, fencing details, existing photographs, and renderings.
- iii. A description of noise control methods and features that are planned for the site and calculations of the estimated maximum noise levels at the site boundaries and impacting the nearest residential land use area.
- iv. A description of dust control measures for the proposed facility. Those methods may include, but not be limited to, watering, temporary vegetation, and other suitable methods.
- v. A description of odor control methods and equipment that will be used at the proposed site. These methods and equipment shall provide sufficient control of odors so that they may not be detected beyond the property limits of the proposed site.

- vi. A description of litter control methods and equipment that will be used at the proposed site. These methods and equipment may include, but not be limited to, permanent fencing, temporary fencing, vacuum trucks, manual collection, or a combination of these.
- vii. A description of methods to control insects, rodents, birds and other vectors that may pose a health hazard or nuisance off site.
- viii. A study of the proposed facility's impact on the surrounding property values. Existing property values for the surrounding area shall be determined. A case study shall be performed on a similar site that determines property values prior to facility siting, during construction and operation, and post-closure. If the proposed facility is an expansion of an existing site, the case study shall use the existing site as the subject. Upon completion of the case study, the property values on the surrounding area shall be projected based on the case study.

6. Section Four

The Applicant shall provide sufficient detail to show that the proposed site is outside the boundary of the 100-year floodplain or that the site is floodproofed. At a minimum, this section shall include:

- i. Drawings and narratives indicating that the proposed site is outside the boundary of the 100-year floodplain. At a minimum, Flood Insurance Rate Map(s) from FEMA shall be included; or
- ii. The Applicant shall provide design drawings, calculations, and appropriate permits to prove the site is floodproofed.

7. Section Five

The application shall contain a detailed Plan of Operations that is designed to minimize the danger from fires, spills or other operational accidents. This section shall be in addition to the Operating Plan included in Section 2. Components of this section shall include, but not be limited to:

- i. Narratives, drawings, and exhibits that describe response procedures, checklists, personnel needs, equipment needs, and outside emergency services.
- ii. Where emergency response from an outside organization is required by the Plan, the application shall contain documentation that the outside organization has been notified.

8. Section Six

The Applicant shall provide a study of the existing and proposed traffic patterns to or from the facility. The study shall show that the proposed traffic patterns are designed to minimize the impact on existing traffic patterns. The Applicant shall include comments from the County Highway Department and the County Sheriff's Department concerning the completed study and shall include responses to these comments. In completing the study, the Applicant, at a minimum, shall consider:

- i. The average and peak volume of waste handled by the facility and the corresponding average and peak hauling traffic.
- ii. Traffic generated due to the construction of the proposed facility.
- iii. Traffic due to the delivery of material and supplies to the proposed site.
- iv. The number of employees that will be traveling to and from the facility.
- v. The location of ingress and egress to the proposed site. Sight distance and gap analyses at the entrance and exit of the facility must show that the gaps in traffic are sufficient to not cause level of services to fall below acceptable levels and the sight distance requirements are met.
- vi. Entrances, driveways, types of roads and weight limits on roads in the vicinity of the proposed facility
- vii. Any mud tracking that may occur due to construction and operation of the proposed facility.
- viii. The accident history of the surrounding area and the effect the proposed facility may have on accident-prone areas.
- ix. Traffic projections of future, non-facility related traffic.

9. Section Seven

If the proposed facility will be treating, storing or disposing of hazardous wastes, the Applicant shall include an Emergency Response Plan for the proposed facility. The Emergency Response Plan shall include notification, containment, and evacuation procedures to be used in case of an accidental release. The Plan must be approved by any outside person, organization, or Agency that will participate in the implementation of the Emergency Response Plan. Documentation of this approval shall be submitted in the application.

If the proposed facility will not be treating, storing, or disposing of hazardous waste, the application shall contain a certification stating that this is the case.

10. Section Eight

The application shall contain a detailed description of how the proposed facility is consistent with DeKalb County's Solid Waste Management Plan.

An Applicant requesting site location approval of a transfer station, mixed waste processing facility, refuse-derived fuel facility, or an organic and/or mixed municipal waste composting facility must comply with the following requirements (as applicable):

- i. Provide the expected tip fee at the facility and compare with other waste handling facility fees for non-hazardous solid waste from DeKalb County,
- ii. Demonstrate the existence of markets for recyclables recovered via the proposed technology through inclusion of letters of agreement or other documented arrangements for the delivery of recyclables;
- iii. Identify existing facilities (operated by the Applicant or other entity) in the United States using the same technology as that proposed for a facility in DeKalb County; and
- iv. If the application is for refuse-derived fuel facility, demonstrate the existence of markets for the refuse-derived fuel to be produced through inclusion of letters of agreement or other documented arrangements for the delivery of fuel.
- v. If the application is for a transfer station, demonstrate that recycling capabilities will be provided either at the site or at a regional recycling facility prior to transportation to a final disposal facility.

11. Section Nine

The application shall include details regarding groundwater recharge areas on or near the proposed site. If the site is located in a regulated recharge area, the application shall contain sufficient detail to show that all regulations promulgated by the Illinois Pollution Control Board regarding regulated recharge areas have been and will be complied with.

12. Section Ten

The application shall include information regarding the previous operating experience of the Applicant which shall be considered in evaluating Criteria Two and Five. At a minimum, this information shall include:

- i. The name, address and telephone of the proposed operator if different from the Applicant.
- ii. Audited financial statements of the Applicant and operator for the past five years.

- iii. If the Applicant is a sole proprietorship or a partnership, names and addresses of all individuals holding an interest shall be included.
- iv. If the applicant is a corporation, the names and addresses of all officers and directors, the names and addresses of all shareholders owning ten percent or more of the capital stock of said corporation, the telephone number of the corporation and the current Articles of Incorporation thereof. If more than ten percent of its capital stock is owned by another corporation, either directly or derivatively, then the requirements of this part shall be applicable to said other corporation or corporations also.
- v. Copies of all insurance policies the Applicant and the operator carries or will carry for the proposed site.
- vi. Full and detailed disclosure of all litigation, reported violations, consent orders, or consent agreements of the Applicant (and any subsidiary or parent company, or individuals of a partnership) in the field of waste management.
- vii. A listing of solid waste management facilities owned and/or operated by the Applicant.
- viii. A description of all facilities closed by the Applicant or operator including, but not limited to, the reason for closing the facility, the cost to close, the status of post-closure, and any post-closure clean-up required.

13. Additional Information

Additional information may be included as an appendix to the application if the Applicant deems this information helpful and/or necessary.

G. SIGNATURE AND NOTARY

I hereby affirm that all information contained in this application is true and complete to the best of my knowledge and belief

Signature of Applicant: _____ (Date)

Notary: _____ (Seal) (Date)

Signature of Proposed Operator(s): _____ (Date)

_____ (Date)

(Date)

Notary:

(Seal)

(Date)

Signature of
Engineer/Land Surveyor:

(Date)

Illinois Registration Numbers:

(Seal)

Signature of other person(s), technical and non-technical, who have supplied data contained in the submittal:

(Signature) (Date)

(Registration Number, Position, Title) (Date)

(Signature) (Date)

(Registration Number, Position, Title) (Date)

These Article of Rules and Procedures shall take effect on the _____ day of _____, 2007.

DATED

Chairman, DeKalb County Board

[SEAL]

ATTESTED

DeKalb County Clerk

VOTING AYE: _____

VOTING NAY: _____

ABSTAINING: _____

ABSENT: _____

RESOLUTION
R2007-66

Whereas, the DeKalb County Board did, on December 20, 2006 retain Patrick Engineering of Lisle, Illinois to assist the Ad Hoc Solid Waste committee in formulating a plan for the future of solid waste disposal in DeKalb County, and

Whereas, the work of the Ad Hoc Solid Waste Committee is continuing and the Committee will need further engineering support to evaluate all options presented, and

Whereas, the services authorized under the original agreement between the County of DeKalb and Patrick Engineering have been delivered and a continuation agreement is needed. It was the recommendation of the DeKalb County Ad Hoc Solid Waste Committee that the continuation agreement attached to this Resolution and hereby incorporated by reference be adopted.

NOW, THEREFORE BE IT RESOLVED THAT THE DeKalb County Board does concur in the recommendation of the Ad Hoc Solid Waste Committee and does hereby agree to extend its agreement with Patrick Engineering of Lisle, Illinois on a time and materials basis for an amount not to exceed \$20,000.00.

PASSED AT SYCAMORE, ILLINOIS THIS 19TH DAY OF SEPTEMBER 2007A.D.

ATTEST:

SIGNED:

Sharon L. Holmes
County Clerk

Ruth Anne Tobias
County Board Chairman



4970 Varsity Drive
Lisle, IL 60532
Tel: (630) 795-7200
Fax: (630) 724-1620

August 23, 2007

Mr. Ray Bockman
DeKalb County
Legislative Center
200 N. Main Street
Sycamore, IL 60178

Subject: Proposal to Provide Services to DeKalb County for Solid Waste Disposal

Dear Mr. Bockman:

Patrick Engineering Inc. (Patrick) appreciates the opportunity to provide this proposal to you to assist DeKalb County in assessing the most viable, long-term solid waste disposal options for its citizens. Please find attached a proposed scope of services and estimate of fee.

Please contact us if you have any questions or comments about this that we can clarify. We look forward to working with you on this project.

Sincerely,

Chris Burger, P.E.
Group Leader
PATRICK ENGINEERING INC.

Ronald Swager
Waste Specialist
PATRICK ENGINEERING INC.

ref: N:\DeKalb County\proposal letter 8-23-07.doc

EXHIBIT A

Patrick Engineering Proposal No. _____
Patrick Engineering Project No. 20703.003
Date of Work Order: August 23, 2007
Client Reference: _____

SCOPE OF SERVICES

Patrick Engineering Inc. proposes to perform the following services in accordance with the Client Master Agreement dated **November 28, 2006** between Patrick Engineering Inc., 4970 Varsity Drive, Lisle, Illinois 60532 ("PATRICK") and **DeKalb County** located at 200 N. Main Street, Sycamore, IL 60178 ("CLIENT").

If the following Scope of Services, fee and schedule are acceptable to CLIENT, then CLIENT shall execute this Work Order in the space provided below and return one (1) completely executed original to Patrick Engineering Inc.

PROJECT DESCRIPTION: See Attachment A

SCOPE OF SERVICES: See Attachment A

PRICING AND COMMERCIAL TERMS: See Attachment A

COMPLETION DEADLINE: See Attachment A

Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this document and the referenced Agreement. The parties agree to the above terms and conditions and PATRICK is authorized to begin Work on the subject project.

DEKALB COUNTY, ILLINIOS

Signature

Printed Name

Title

Date

PATRICK ENGINEERING INC.

Chris Burger
Signature

Chris Burger
Printed Name

Group Leader
Title

8-23-07
Date

Ref: \\sp\ndekalb county\admin\client work order 8-23-07

STATEMENT OF WORK:

DeKalb County faces the imminent closure of the only active landfill in the County. Preliminary assessments have been made, and discussions have ensued to consider the viability of maintaining an in-county landfill or potential use of transfer stations. At this stage in the process, Patrick is prepared to provide services as requested by the County and thus is submitting this request for contract extension and budget increase to cover the work assigned by the County.

Potential tasks are listed below, but will only be engaged upon notification by the county to proceed.

1. Patrick will continue to evaluate the potential environmental and economic impacts of a new landfill or other options assigned by the county. Air emissions, ground and surface water contamination, noise, odor and traffic concerns can be evaluated.
2. Patrick will review proposed landfill host agreement(s) and assist in the negotiation process.
3. Patrick will assess the potential income to the county from implementing host fees as a part of the host agreements.
4. Patrick will attend meetings with the Committee as requested.

RECOMMENDED BUDGET

Patrick will provide services on a time and materials basis not to exceed \$20,000 based on Patrick's 2007 Fee Schedule. The estimated budget provides for a significant quantity of work to be performed. If the scope is reduced or increased, the fee will likely need to be modified.

SCHEDULE

Given the nature of services, there is no specific schedule of deliverables.

This Agreement is entered into on **November 28, 2006**, between Patrick Engineering Inc. ("PATRICK"), an Illinois corporation, and **DeKalb County, Illinois** ("CLIENT").

ARTICLE I: SCOPE OF SERVICES

As requested from time to time by CLIENT, PATRICK shall provide engineering, geology, architecture, GIS, survey, Information Technology, Design Build, and/or related services to support CLIENT'S completion of specific projects. For each Project, PATRICK shall prepare and submit to CLIENT a Scope of Services (hereinafter called "Work"), Fee, and Schedule. PATRICK shall then prepare a Client Work Order for execution by both CLIENT and PATRICK. The executed Work Order shall be governed by the terms of this AGREEMENT. CLIENT understands that PATRICK may, from time to time, utilize the services of subcontractors to perform all or some of the Work.

The Work to be performed by PATRICK is set forth in each Client Work Order. CLIENT may request, in writing, changes to the Work. In the event PATRICK agrees in writing to such changes in the Work, the parties shall agree on an adjustment in the Contract Price and/or schedule, the changes shall be binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Work performed at CLIENT's request. Any Work performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

ARTICLE II: STANDARD OF CARE

PATRICK shall perform the Work with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances. PATRICK makes no other warranty, guarantee, or representation, express or implied, in connection with this Agreement, the performance of the Work or in any report, opinion or other document developed as part of the Work.

ARTICLE III: CONFIDENTIALITY

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Work as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain; information which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim; or information required by law or order of a court, administrative agency or other legal authority. Unless otherwise agreed in writing, PATRICK may use and publish CLIENT's name and a general description of the Work in describing PATRICK's experience to other clients or potential clients.

ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA

CLIENT shall provide PATRICK with lawful access to the site(s) where the Work is to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may arise. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (including, without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Work is to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by others (including location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the Scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in writing or incorrectly disclosed to PATRICK, and CLIENT agrees to defend and indemnify

PATRICK at its sole expense for any claims against PATRICK arising from CLIENT's failure or negligence in this regard.

ARTICLE V: BILLING, PAYMENTS AND COLLECTION

Unless otherwise agreed, CLIENT shall pay for the Work in accordance with PATRICK's schedule of Standard Charges in effect at the time the Work is performed. Invoices will be submitted monthly and are due upon receipt. If CLIENT objects to an invoice, CLIENT shall notify PATRICK in writing within fifteen (15) days of receipt of the invoice, provide the reasons for the objection, and pay that portion of the invoice not in dispute within thirty days of receipt of the invoice. Any unpaid, undisputed invoice that is thirty (30) days past due shall be assessed a late payment charge of 1.5 percent per month. PATRICK shall have the right to terminate this Agreement upon ten days' written notice if payment as to any undisputed invoice is sixty (60) days past due. CLIENT agrees to reimburse PATRICK its full costs of collection of any amounts due and unpaid after sixty (60) days, including reasonable attorneys' fees, court costs and the reasonable value of PATRICK's time spent on collection of such amounts.

ARTICLE VI: INSURANCE AND LIMITATION OF LIABILITY

PATRICK carries substantial insurance coverage including Workers Compensation, Employer's Liability, Commercial General Liability (including contractual liability), Commercial Automobile Liability and Professional Liability. A Schedule of those coverages and coverage limits currently in effect is attached to this Agreement. The parties have assessed the relative risks and benefits which will accrue to each in the performance of the Work and have agreed that PATRICK's total aggregate liability to CLIENT (or anyone claiming by or through CLIENT) for any injury to person or property, claims, damages, expenses, costs or losses of any kind, from any cause whatsoever, shall not exceed the total insurance proceeds paid on behalf of or to PATRICK by its insurers in settlement or satisfaction of such claims. If any claims are found to be uninsured, the total liability of PATRICK for such uninsured claims shall not exceed the total fees paid to PATRICK for a Work Order performed under this Agreement or \$25,000, whichever is less. In no event shall either party be liable to the other in contract or tort for consequential or incidental damages including, but not limited to, lost profits or losses from interruption of business.

ARTICLE VII: INDEMNIFICATION

- (A) To the fullest extent permitted by law, PATRICK shall indemnify, defend and hold CLIENT, its employees and agents, harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorneys fees and litigation costs ("Claims") caused by or arising out of the grossly negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees or agents.
- (B) To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents and subcontractors harmless from and against all demands, claims, suits, liabilities, fines, penalties, and costs including reasonable attorneys fees and costs of litigation ("Claim") caused by or arising out of:
- (i) any conditions existing on or beneath CLIENT's property at the time of performance of the Services, including, but not limited to, pollution or contamination of property; or
 - (ii) the grossly negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees, agents or contractors except to the extent, if any, that any such Claim results from the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors.

The indemnity obligations stated herein shall survive the termination of this Agreement.

ARTICLE VIII: NOTICE OF CLAIMS; COOPERATION

If CLIENT discovers any facts that might give rise to a claim arising out of the negligent acts, errors or omissions or willful misconduct of PATRICK, its employees, agents or subcontractors, CLIENT shall immediately notify PATRICK of same in writing. PATRICK shall be entitled to contest any such claim with counsel selected by PATRICK or its insurer and shall be entitled to control any litigation relating to such claim. CLIENT shall not settle or compromise any such claim without PATRICK's prior written consent and CLIENT shall cooperate with PATRICK and its insurer in connection with the defense of any such claim.

ARTICLE IX: WORKSITE SAFETY/PATRICK SITE VISITS

PATRICK will comply with CLIENT's rules and regulations governing PATRICK's activities on CLIENT's premises to the extent that the same are provided in writing to PATRICK prior to commencement of the Services. PATRICK will be responsible only for the on-site activities of its employees and subcontractors. If the Work includes site visits, for example, to monitor construction activities for compliance with plans and specifications, the parties agree that PATRICK shall assume no responsibility or authority for supervision or control over any contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction.

ARTICLE X: REUSE OR ALTERATION OF DOCUMENTS

Documents prepared by PATRICK are instruments of its Work and PATRICK retains all common law, statutory and other reserved rights, including copyright. The documents are for the exclusive use of CLIENT on the project identified in the Scope of Services for each Work Order. PATRICK assumes no liability or responsibility if the documents are reused by CLIENT or others on any other project. In the event that others alter the documents without PATRICK's authorization, any and all liability arising out of such alteration is waived as against PATRICK, and CLIENT assumes full responsibility for such changes. Where PATRICK has used due care in the electronic or disk transmission of data, information or documents to CLIENT and its agents, CLIENT shall be responsible for and bear the risk of loss or damages resulting from (i) errors or defects introduced by such transmission; (ii) CLIENT's or its agent's automated conversion or reformatting of the data, information or documents; and (iii) deficiencies, defects or errors in CLIENT's or its agent's software or hardware utilized to receive, transmit, utilize, format or reproduce the data, information or documents.

ARTICLE XI: NOTICES

Any notices or other communications required or permitted to be given to the parties hereto shall be deemed to have been given when received, addressed as follows (or at such other address as the party addressed may have substituted by notice pursuant to this Article XI:

If to PATRICK:

Jeffrey S. Schuh P.E.
Senior Vice President
Patrick Engineering Inc.
4970 Varsity Drive
Lisle, Illinois 60532
Facsimile: (630) 434-8400

With a copy to:

Adrienne M. Levatino
Vice President and General Counsel
Patrick Engineering Inc.
55 East Monroe Street
Suite 3450
Chicago, Illinois 60603
Facsimile: 312-261-9903

If to CLIENT:

Facsimile: _____

ARTICLE XII: DELAYS

Except for the obligation to pay monies owed, neither CLIENT nor PATRICK shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, delay caused by any third party, any additions or modifications to the Work to be performed by PATRICK under the Agreement, weather, acts of God, wars, terrorism, labor disputes, material shortage, delay in obtaining any permits, fires, or demands or requirements of governmental agencies.

ARTICLE XIII: SUCCESSOR, ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.

ARTICLE XIV: TERMINATION

This Agreement may be terminated by either party upon written notice to the other. Upon receipt of notice of termination from CLIENT, PATRICK shall immediately cease work and take all reasonable steps to minimize costs relating to termination. CLIENT shall pay for services rendered through the date of receipt of notice of termination, plus any unpaid reimbursable expenses and reasonable costs relating to the termination.

ARTICLE XV: SEVERABILITY

If any term of this Agreement is held to be invalid or unenforceable as a matter of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with legal requirements. The remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XVI: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

ARTICLE XVII: ENTIRE AGREEMENT

CLIENT, by the undersigned, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with PATRICK's proposal to perform Work for the CLIENT (including attachments thereto), and, incorporated herein by reference, related Work Orders, and PATRICK's Standard Addendum For Environmental and/or Geotechnical Services, if any such services are to be performed and any applicable Addendum, constitute the entire agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PATRICK shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement or applicable Addendum. This Agreement may be amended or modified as set forth in Article I or by a written instrument signed by both parties. Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

DEKALB COUNTY, ILLINOIS

PATRICK ENGINEERING INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**Standard Addendum for
Environmental and/or Geotechnical Services****SECTION 1-AGREEMENT.**

This Addendum is made a part of the attached Client Master Agreement and is incorporated as though fully set forth therein.

SECTION 2-POTENTIAL FOR DAMAGE TO PROPERTY.

PATRICK shall backfill borings or excavations upon completion of its work in accordance with the scope of services. CLIENT acknowledges that backfill may settle over time, requiring additional filling to avoid hazardous or unsafe conditions. CLIENT agrees that PATRICK shall not be responsible for additional backfilling, or liable for injuries or damage caused by settled backfill.

SECTION 3-POTENTIAL FOR CROSS-CONTAMINATION.

CLIENT acknowledges that commonly used methods of subsurface investigation, such as soil borings, trenching and sampling, may penetrate through a contaminated area and create a subsurface pathway for environmental contamination to reach uncontaminated soil or groundwater ("cross-contamination"). While backfilling with grout (or using other generally accepted means) is intended to seal such pathways, CLIENT acknowledges that such a seal may be imperfect and agrees not to hold PATRICK or its subcontractor liable or responsible for such cross-contamination unless caused directly by a grossly negligent act, error or omission of PATRICK or its subcontractor.

SECTION 4-DISPOSITION OF SAMPLES, CUTTINGS AND EQUIPMENT.

No samples of soil or rock will be kept by PATRICK longer than sixty days after submission of PATRICK's report, unless otherwise agreed. If samples collected by or received by PATRICK as part of the Services contain or are suspected to contain petroleum hydrocarbons, Hazardous Substances, Hazardous Constituents or other pollutants as defined by federal, state or local laws (collectively referred to herein as "Hazardous Substances"), PATRICK will, after completion of testing, (1) return such samples to CLIENT, or (2) using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of samples. CLIENT acknowledges and agrees that PATRICK is acting as a bailee and at no time assumes title to such contaminated samples or materials. Unless otherwise agreed, drill cuttings and fluids generated during drilling and sampling operations which are suspected of containing Hazardous Substances will be placed by PATRICK in properly labeled drums and CLIENT shall take responsibility for lawful removal, transport and disposal of these materials. All laboratory and field equipment contaminated with Hazardous Substances during performance of the Services which cannot be reasonably decontaminated shall become the property and responsibility of the CLIENT, for which CLIENT shall pay PATRICK fair market value.

SECTION 5-DISCOVERY OF UNANTICIPATED CONDITIONS.

Discovery of unanticipated Hazardous Substances, underground obstructions, underground utilities or other latent obstructions to the performance of the Services shall constitute a changed condition mandating termination of the Services unless PATRICK and CLIENT are able to negotiate equitable adjustments to the scope of services, PATRICK's compensation and/or the time for performance. PATRICK will promptly notify CLIENT if such conditions are encountered.

SECTION 6-NO GUARANTEE.

Because geologic and soil formations are inherently random, variable, and indeterminate in nature, PATRICK's opinions (including opinions regarding potential clean-up costs or quantity estimates) are not guaranteed to be a representation of actual site conditions, the extent or quantity of contamination, or costs, which are also subject to change with time as a result of natural or man-made processes.

SECTION 7-ENVIRONMENTAL INDEMNIFICATION.

Without limiting in any way CLIENT's indemnity obligation set forth in the Agreement, CLIENT further agrees that, to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents and subcontractors harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorneys fees and costs of litigation ("Claims") caused by or resulting from (a) CLIENT's violation of any federal, state or local statute, regulation or ordinance relating to the management or disposal of Hazardous Substances, (b) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Substances; or (c) the presence, discharge, release, or escape of Hazardous Substances at, on, under or from any site at which the Services are performed, except to the extent that such Claims are shown by final judgment to have been caused by the negligence or willful misconduct of PATRICK, its employees, agents or subcontractors.

CLIENT WORK ORDER

EXHIBIT A

Patrick Engineering Proposal No. Patrick Proposal #
Patrick Engineering Project No. To be provided after execution
Client Reference: For Client use

SCOPE OF SERVICES

Patrick Engineering Inc. proposes to perform the following services in accordance with the Client Master Agreement dated **Date of Client Agreement** between Patrick Engineering Inc., 4970 Varsity Drive, Lisle, Illinois 60532 ("PATRICK") and **Client Company Name, Address, City, State, Zip** ("CLIENT").

If the following Scope of Services, fee and schedule are acceptable to CLIENT, then CLIENT shall execute this Work Order in the space provided below and return one (1) completely executed original to Patrick Engineering Inc.

PROJECT DESCRIPTION: *Brief description of Project*

SCOPE OF SERVICES: *Scope of Services or reference attached Proposal / Quote letter*

PRICING AND COMMERCIAL TERMS: *Pricing & Terms*

COMPLETION DEADLINE: *Deadline and/or Schedules*

Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this document and the referenced Agreement. The parties agree to the above terms and conditions and PATRICK is authorized to begin Work on the subject project.

CLIENT COMPANY NAME

PATRICK ENGINEERING INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date