



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642
(630)834-0100 Fax: (630)834-0120

AGENDA

**ADMINISTRATION COMMITTEE
THURSDAY, OCTOBER 19, 2017
6:15 P.M.**

**600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

COMMITTEE MEMBERS

J. Healy- Chair
J. Broda
D. Novotny
R. Obarski
J. Zay

- I. Roll Call
- II. To approve the Minutes of the September 21, 2017 Regular Committee Meeting
- III. Resolution No. R-36-17: A Resolution Authorizing the DuPage Water Commission's Participation in the National Conference of Public Employee Retirement Systems Group Voluntary Life Insurance Plan for Illinois Municipal Retirement Fund Members Active Employees
- IV. RFBA – To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two-year period.
- V. Other
- VI. Adjournment

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All visitors must present a valid drivers license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

**MINUTES OF A MEETING OF THE
ADMINISTRATION COMMITTEE
OF THE DuPAGE WATER COMMISSION
HELD ON THURSDAY, SEPTEMBER 21, 2017
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126**

Commissioner Healy called the meeting to order at 6:18 P.M.

Committee members in attendance: J. Broda, J. Healy, D. Novotny, R. Obarski and J. Zay (arrived at 6:23 P.M.)

Committee members absent: None

Also in attendance: J. Rodriguez and J. Spatz

Commissioner Obarski moved to approve the Minutes of the August 17, 2017, Administration Committee meeting. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Commissioner Broda moved to recommend approval Resolution R-29-17: A Resolution Amending the Personnel Manual (Service Day Credit). Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

With regards to Resolution No. R-32-17, Commissioner Obarski asked how the HealthiestYou program reduces healthcare costs. General Manager Spatz described that with the telehealth program staff can call doctors instead of accumulating charges to insurance by visiting a doctor, immediate care, or the emergency room which would, therefore, keep healthcare costs low.

Chairman Zay arrived at 6:23 P.M.

After a brief discussion on the increase in healthcare costs, which was 18% and the Illinois average is between 16-37%; Commissioner Obarski moved to recommend approval of Resolution R-32-17: A Resolution Approving Employee Insurance Benefits for Plan Year Beginning December 1, 2017 and ending November 30, 2018. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.


All voted aye. Motion carried.

With no further discussion, Commissioner Broda adjourned the meeting at 6:26 P.M. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DATE: October 2, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager
ITEM	A Resolution Authorizing the DuPage Water Commission Participation in the National Conference of Public Employee Retirement Systems Group Voluntary Life Insurance Plan for Illinois Municipal Retirement Fund Members Active Employees. Resolution No. R-36-17	APPROVAL	
Account No.: NA IMRF offers the National Conference of Public Employee Retirement Systems (NCPERS) Group Voluntary Life Insurance Plan to active employees of its participating employers. The benefits to employees include the following: <ul style="list-style-type: none">• Guaranteed issue (no medical questionnaire) during annual open enrollment and for new hires during the year.• Includes coverage for current and future dependents at no additional cost. This includes spouses and domestic partners.• Coverage can be continued into retirement.• Decreasing term design provides employees a greater benefit early in their careers, when death benefits from the pension system are the lowest. This resolution would allow the Commission to opt-in to the program and active Commission IMRF members would then be able to participate. The Commission will incur no cost and minimal administrative burden by opting into the program. The employees pay all costs for the coverage.			
MOTION: To adopt Resolution No. R-36-17			

DuPAGE WATER COMMISSION

RESOLUTION NO. R-36-17

A RESOLUTION AUTHORIZING THE DuPAGE WATER COMMISSION PARTICIPATION IN THE NATIONAL CONFERENCE OF PUBLIC EMPLOYEE RETIREMENT SYSTEMS GROUP VOLUNTARY LIFE INSURANCE PLAN FOR ILLINOIS MUNICIPAL RETIREMENT FUND MEMBERS ACTIVE EMPLOYEES

WHEREAS, the Illinois Municipal Retirement Fund (IMRF) has endorsed an optional Group Voluntary Life Insurance Plan for IMRF members: and

WHEREAS, as a participating IMRF employer, the DuPage Water Commission (the "Commission") must opt-in to the program in order for Commission IMRF members to participate: and

WHEREAS, the Group Voluntary Life Insurance Plan is administered by the National Conference of Public Employee Retirement Systems (NCPERS) and,

WHEREAS, the Board of Commission deem it to be in the best interest of the Commission to opt in to the Group Voluntary Life Insurance Plan administered by NCPERS, so that Commission IMRF members may have the option of purchasing this optional insurance: and,

WHEREAS, Commission IMRF members who choose to purchase the insurance will be responsible for paying 100% of the cost of insurance products, without any contribution from the Commission; and

WHEREAS, the Commission staff is directed to work with NCPERS to offer the voluntary life insurance program during an initial open enrollment period in October and November 2017 and annually thereafter during an open enrollment period to be set by the General Manager.

Resolution No. R-36-17

NOW, THEREFORE, BE IT RESOLVED the Commission as an IMRF employer opts into the Group Voluntary Life Insurance Plan administered by the National Conference of Public Employee Retirement Systems.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Group Voluntary Life Insurance Plan shall be based upon 100% payment by the IMRF member, without any contribution from the Commission.

AYES:

NAYS:

ABSENT:

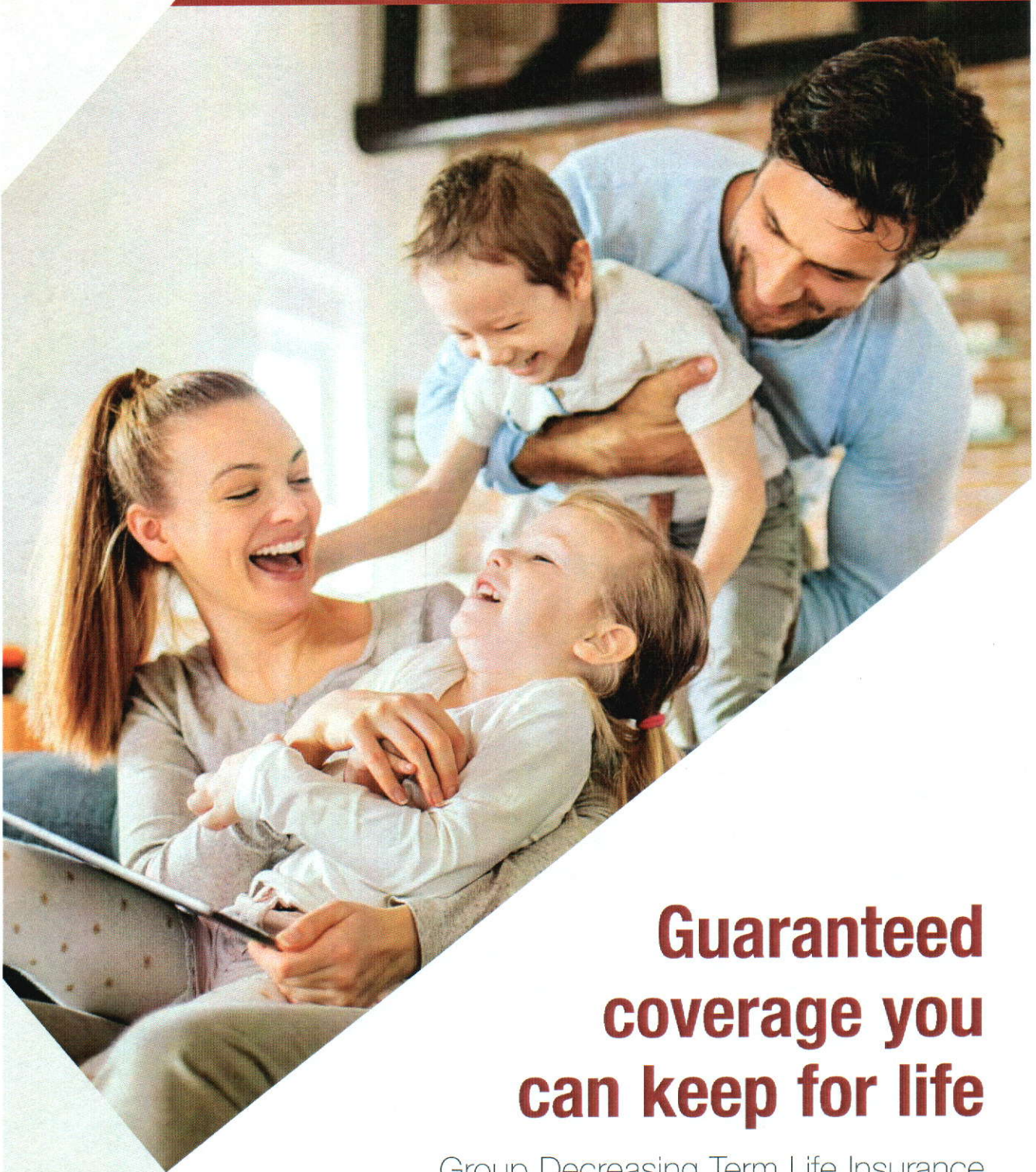
ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

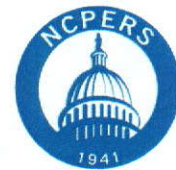
Clerk

Board\Resolutions\2017\R-36-17.docx



Guaranteed coverage you can keep for life

Group Decreasing Term Life Insurance



National Conference on Public
Employee Retirement Systems

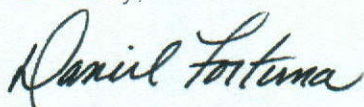
Life is filled with unexpected events

For \$16 a month, you can help protect everything you've worked so hard for, even after you're gone.

Through your employer, you are automatically a member of the National Conference on Public Employee Retirement Systems (NCPERS). It's one of the largest trade associations for public sector employees, providing benefits and plans to over 21 million employees and retirees.

NCPERS Group Decreasing Term Life Insurance Plan gives your family extra financial security when they need it most: when you're no longer there to help provide for them. This coverage is guaranteed issue, which means there are no medical questions or exams. **You can never lose coverage because of a change in your age or health.** And you'll be happy to know that your coverage is issued by **The Prudential Insurance Company of America (Prudential)**, a company with over 100 years of group life insurance experience. We're pleased to offer you this opportunity. Don't miss out—enroll today.

Sincerely,



Daniel Fortuna
President



More coverage when you need it most

The plan is designed to pay a maximum benefit amount in your younger years, when your financial obligations may be more significant. That benefit gradually decreases as you get older, when your financial obligations may be less. And level premiums help ensure it's affordable coverage the whole time, with no surprise rate hikes.

**UNDER
AGE
50**

\$16 a month means:

A way to supplement pension survivor benefits during the early family-building years, when your family's needs are greatest.

**OVER
AGE
50**

\$16 a month means:

Your family will have help covering essentials like funeral costs, medical bills, and credit card debt.



Exclusive member benefit—**\$16/month.**



NCPERS has paid **\$13 million** in benefits in 2016 and covered members and their families for 40 years.

NCPERS' Affordable Group Decreasing Life Insurance includes:

Decreasing Term Life

With Decreasing Term Life Insurance, your family can have insurance protection against the unexpected. The money can go toward paying for funeral expenses, mortgage, rent, credit card bills, college tuition, and other expenses.

Accidental Death & Dismemberment (AD&D)

You or your beneficiary can receive an additional benefit for loss of life resulting from an accident. You may also be eligible for a benefit if you are in an accident that results in specific injuries. Injuries covered may include loss of sight, coma or dismemberment of hands or feet.*

Spouse and Dependent Term Life

This plan provides Dependent Group Decreasing Term Life Insurance for your spouse or domestic partner and a flat benefit for all of your dependent children. The benefit amount will be paid to you in a lump sum on an eligible dependent's death, and the benefit amount will be determined by your age at that time.

**See the Booklet-Certificate with complete plan information, including limitations and exclusions.*

A group rate that's competitive

NCPERS guarantees that every active member, regardless of age, pays \$16 a month, and it will **never increase**.

Members

Dependent Group Term Life

Member's Age at Time of Claim	Group Term Life	Group AD&D	Total Benefit for Accidental Death	Spouse/Domestic Partner	Child(ren)*
Less than 25	\$225,000	\$100,000	\$325,000	\$20,000	\$4,000
25 to 29	\$170,000	\$100,000	\$270,000	\$20,000	\$4,000
30 to 39	\$100,000	\$100,000	\$200,000	\$20,000	\$4,000
40 to 44	\$65,000	\$100,000	\$165,000	\$18,000	\$4,000
45 to 49	\$40,000	\$100,000	\$140,000	\$15,000	\$4,000
50 to 54	\$30,000	\$100,000	\$130,000	\$10,000	\$4,000
55 to 59	\$18,000	\$100,000	\$118,000	\$7,000	\$4,000
60 to 64	\$12,000	\$100,000	\$112,000	\$5,000	\$4,000
65 and over	\$7,500	\$7,500	\$15,000	\$4,000	\$4,000

Payment Examples:

1. If an insured member age 38 dies of natural causes, the beneficiary would receive \$100,000. If death is due to a covered accident, \$200,000 would be payable.
2. If the spouse or domestic partner of a 42-year-old member dies, the member would receive \$18,000.
3. If a dependent child less than age 26 dies, the payment to the member would be \$4,000.

**Unmarried children up to age 26 are covered, including adopted children, stepchildren, and foster children who depend on you for support. Dependents in the military service are not eligible.*

Special features

Waiver of Premium

If you are less than 60 years old and become totally disabled for at least nine months, your insurance may be continued without further premiums, as long as you furnish annual proof of your continued total disability satisfactory to Prudential.

Accelerated Benefit Option*

If you are terminally ill with a life expectancy of six months or less, you may receive up to 50% of your insurance benefits—up to \$112,500 in advance. The death benefit, payable to your beneficiary, will be reduced by that amount.

Conversion of Coverage

If you cease to be a member, you can convert your insurance to a Prudential individual life policy within 31 days following termination of insurance. Dependent Spouse or Domestic Partner Term Life coverage can also be converted if you cease to be a member or die.

Retirement Coverage

Coverage can be continued into retirement if you are insured as an active member and will receive a benefit upon retiring. Simply authorize the retirement system to deduct your contributions from your retirement check. Your premium will remain the same regardless of your age.





150,000 of your peers have coverage.

Benefits summary

- Guaranteed coverage—no medical exams or questions required
- 24/7 coverage on or off the job
- Spouse and dependent coverage included
- AD&D coverage included

Enrolling is easy

Complete the enclosed enrollment and beneficiary form, or go to the Life Plan link on your employer's website to obtain a printable copy of the form. Submit your completed enrollment form to your employer. Your employer will begin payroll deductions and forward your enrollment information to HealthSmart Benefit Solutions, Inc.

Questions? Contact:

 **HealthSmart Benefit Solutions, Inc.**

PO Box 16346, Lubbock, TX 79490

 800.525.8056

 NCPERS@healthsmart.com

Information about when coverage begins and ends

If you enroll within 90 days of your date of employment, you will become insured on the first day of the month following your first payroll deduction. If you enroll during the open enrollment period, your coverage begins on the first day of the month following your first payroll deduction. Your member coverage will be delayed if you are not actively at work on the coverage effective date. Instead, your coverage will begin on the date you meet the actively-at-work and other insurance requirements for covered members. Dependent coverage begins when your insurance coverage becomes effective. Coverage will end if you discontinue payments, cease to be a member of the eligible classes, or if the plan is discontinued. Refer to the Booklet-Certificate for details.

Accelerated Death Benefit option is a feature that is made available to group life insurance participants. It is not a health, nursing home, or long-term care insurance benefit and is not designed to eliminate the need for those types of insurance coverage. The death benefit is reduced by the amount of the accelerated death benefit paid. There is no administrative fee to accelerate benefits. Receipt of accelerated death benefits may affect eligibility for public assistance and may be taxable. The federal income tax treatment of payments made under this rider depends upon whether the insured is the recipient of the benefits and is considered terminally ill. You may wish to seek professional tax advice before exercising this option. This brochure describes the Group Insurance Plan in a general manner.

A Booklet-Certificate with complete plan information, including limitations and exclusions, will be provided when you enroll. If there is a discrepancy between this communication and the Booklet-Certificate issued by The Prudential Insurance Company of America, the Booklet-Certificate will govern.

NCPERS is a non-profit organization that provides education and support to public employee retirement systems. NCPERS has no role in the administration of the life insurance program, and the benefits are guaranteed solely by the insurance carrier. NCPERS is compensated solely for the use of its name, service marks, and mailing lists.

Plan arranged and managed by Gallagher Benefit Services, Inc., the employee benefits division of Arthur J. Gallagher & Co. Gallagher receives compensation for the marketing and services they provide, which is discussed and disclosed annually with NCPERS.

Group Decreasing Term Life Insurance, Dependent Group Decreasing Term Life Insurance, and Accidental Death & Dismemberment Insurance coverages are issued by The Prudential Insurance Company of America, a Prudential Financial company, Newark, NJ. Contract Series: 83500.

This AD&D policy provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical, or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE—THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.



The plan is administered by HealthSmart Benefit Solutions, Inc. Gallagher Benefit Services, Inc. and HealthSmart Benefit Solutions, Inc. are not affiliates of Prudential.

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DATE: October 3, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.	APPROVAL  
<p>Account Number 01- 60-628000</p> <p>An Agreement between the DuPage Water Commission and Reach HR Consulting for Human Resource Services at a rate of \$100.00 per hour, as needed. (see attached agreement). Suspending the purchasing procedures will be needed because the dollar amount may exceed the General Manager's authority level.</p> <p>The Commission will be utilizing the services of Reach HR Consulting to assist the Commission on a compensation analysis to include researching market data on Commission positions, policy development and administration, employee relations and training, and other requests as needed. This agreement will be for two years.</p>	
MOTION: To Suspend the Purchasing Procedures of the Commission's By-Laws and Authorize the General Manager to enter into an Agreement to continue to use Reach HR Consulting for a two year period.	

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 21st day of October, 2017 between the DuPage Water Commission (the "Commission"), 600 East Butterfield Road, Elmhurst, IL 60126 and Reach HR Consulting (the "Consultant"), 2487 W. Branch Ct., Naperville, IL 60565.

1. SCOPE OF SERVICES. On an as-needed basis, to be determined by the General Manager, John Spatz, Reach HR Consulting will provide services such as:

- A. Compensation Analysis to include researching market data on Commission positions as requested
- B. Policy development and administration
- C. Employee relations and training as requested
- D. Other general Human Resources services as may be requested

2. TERM OF AGREEMENT. This Agreement shall be effective from the date set forth above and shall terminate on October 31, 2017; provided, however, that either party may terminate this Agreement prior to such date upon giving the other party fourteen (14) days advance written notice at the address set forth above for such party (or such other address as the party may specify).

3. COMPENSATION. Payment shall be to the Consultant at an hourly rate of \$100. An itemized monthly invoice based on actual work performed will be submitted by the Consultant.

4. INDEPENDENT CONSULTANT. The parties intend that an independent contractor relationship will be created by this Agreement. The Commission is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Nothing in this Agreement is intended to, or should be construed to create an employment relationship. The Consultant shall not be considered an agent or employee of the Commission for any purpose and shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this Agreement.

5. CONFIDENTIALITY. The Consultant agrees that any information which concerns the personal, financial or other affairs of the Commission will be treated in full confidence and will not be revealed to any other persons, firms or organizations, except as otherwise required by law. Upon termination of this Agreement, the Consultant will return to the Commission all records, notes, documentation and other items that were used, created, or controlled by the Consultant.

6. EMPLOYMENT OF OTHERS. The Commission may request that the Consultant arrange for the services of others. All costs for those services will be paid by the Commission, but in no event shall the Consultant employ others without the prior authorization of the Commission. Any services requiring legal counsel may be arranged jointly by the parties.

7. INDEMNIFICATION. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Commission, its officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anywise accrue against the Commission, its officials, agents, employees and volunteers, arising in whole or in part or in consequence of the performance of this Agreement by the Consultant, its employees, or sub Consultants, or which may in anyway result therefore, except that arising out of the sole legal cause of the Commission, its officials, agents, employees and volunteers. The Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Commission, its officials, agents, employees and volunteers, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

8. INSURANCE. The Consultant shall maintain commercial general liability coverage against death, bodily injury and property damage in an amount of at least \$1,000,000 combined single limit, per occurrence, \$2,000,000 aggregate, and shall include the Commission, its officers, agents and employees as additional insured. The Consultant shall also maintain workers compensation insurance in the amount required by law.

9. COMPLIANCE WITH LAWS. The Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Equal Employment Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/2-105) and the rules and regulations of the Illinois Department of Human Rights.

10. FREEDOM OF INFORMATION ACT. The Commission is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Commission to provide, if requested to do so by any person, copies of documents that may be in the Consultant's possession and related to this Agreement. As a condition of this Agreement, the Consultant agrees to and shall provide to the Commission, copies of any and all such documents when directed to do so by the Commission. All such documents shall be delivered to the Commission NO LATER THAN five (5) working days after the date of the Commission's direction to provide such documents. Failure of the Consultant to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Commission to the Consultant which shall be paid immediately by the Consultant upon demand of the same by the Commission.

11. LITIGATION. This Agreement shall be enforceable in a court of competent jurisdiction by either of the parties hereto by any appropriate action at law or in equity. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

12. ENTIRE AGREEMENT. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth.

13. AMENDMENT. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

14. SEVERABILITY. If any article, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

15. GOVERNING LAW. This Agreement and the rights of the parties hereto shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

DUPAGE WATER COMMISSION

By: _____

Its _____

(Seal)

Attest:

By: _____
Clerk

REACH HR CONSULTING

By: _____

Its _____