



DuPage Water Commission

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

NOTICE IS HEREBY GIVEN THAT THE FEBRUARY REGULAR ADMINISTRATION COMMITTEE MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 5:45 P.M. ON THURSDAY, FEBRUARY 16, 2017, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE FEBRUARY 2017 REGULAR ADMINISTRATION COMMITTEE MEETING IS AS FOLLOWS:

AGENDA

**ADMINISTRATION COMMITTEE
THURSDAY, FEBRUARY 16, 2017
5:45 P.M.**

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

COMMITTEE MEMBERS

Vacant- Chair
J. Broda
J. Fennell
D. Novotny
J. Zay

- I. Roll Call
- II. To approve the Minutes of the January 19, 2017 Regular Committee Meeting
- III. Request For Board Action - To retain the services of Storino, Ramello & Durkin as Labor Counsel for the DuPage Water Commission.
- IV. Resolution No. R-6-17: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission
- 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, JANUARY 19, 2017
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126**

Chairman Zay called the meeting to order at 6:15 P.M.

Committee members in attendance: J. Zay, J. Broda, J. Fennell and D. Novotny.

Committee members absent: none

Also in attendance: J. Spatz and F. Frelka.

Commissioner Novotny moved to approve the Minutes of the December 16, 2016, Administration Committee meeting. Second by Commissioner Fennell.

All voted aye. Motion carried.

Discussion began about the first agenda item, O-1-17, an ordinance concerning a water purchase and sale contract between the Commission and Village of Bartlett and the talks included the other two ordinances on the agenda since they are all closely related. Chairman Zay remarked that staff had done a "great job" preparing the agreements with Bartlett for the water purchase contract and intergovernmental agreements concerning loans for the capital cost recovery charge and construction of connection facilities. He further credited staff with getting it done over the holiday period in time for the January meeting. Commissioner Fennell also acknowledged staff's efforts, specifically mentioning the expeditious manner in which the agreements were concluded and quality of the exhibits. General Manager Spatz credited the Commission's and Bartlett's attorneys for quickly getting up to speed on the issues, cooperatively working through previous drafts, and crafting documents acceptable to all parties.

After more discussion, Commissioner Novotny made a motion to recommend approval of O-1-17. The motion was seconded by Commissioner Broda.

Chairman Zay and Commissioners Broda and Novotny voted aye. Commissioner Fennell abstained. Motion carried.

Next, with the previous discussion including and referring to details of the three ordinances on the agenda, Commissioner Novotny made a motion to recommend approval of O-2-17, an ordinance concerning a loan for the capital cost recovery charge to the Village of Bartlett. Motion was seconded by Commissioner Broda.

Chairman Zay and Commissioners Broda and Novotny voted aye. Commissioner Fennell abstained. Motion carried.

Commissioner Novotny made a motion to recommend approval of O-3-17, an ordinance concerning a loan from the Commission to the Village of Bartlett for connection facilities to implement the water services agreement. The motion was seconded by Commissioner Broda.

Minutes 1/19/17 Administration Committee Meeting



General Manager Spatz discussed certain details of the connection facilities loan agreement. He explained that the capital cost recovery charge – in essence a buy-in fee charged to new members joining the Commission – is different from the connection facilities loan. With the capital recovery charge money is loaned to Bartlett by the Commission and immediately paid back so the Commission is never actually at risk. With the connection facilities loan the Commission makes outlays from its funds for connection facility expenses as they are incurred. Because of this he wanted a strong agreement that included the ability to place a lien against future water revenue in the event of a default on its obligations by Bartlett. In the process he discovered that the Illinois Environmental Protection Agency was also making a loan to Bartlett and therefore has the first right to place a lien. That being the case, General Manager Spatz made sure the agreement gives the Commission the right to place a second lien in addition to the ability to recover legal costs and other expenses, if necessary.

Chairman Zay and Commissioners Broda and Novotny voted aye. Commissioner Fennell abstained. Motion carried.

With no further discussion or objections from the Commissioners present, Chairman Zay adjourned the meeting at 6:24 P.M.

DATE: February 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	Contract Agreement	APPROVAL	 
Account Number: 01-60-625300			
Agreement between the DuPage Water Commission and Storino, Ramello & Durkin for professional services relating to collective bargaining negotiations and labor related matters for the Commission. Please see attached agreement for hourly rates.			
MOTION: To retain the services of Storino, Ramello & Durkin as Labor Counsel for the DuPage Water Commission.			

AGREEMENT BETWEEN
THE DUPAGE WATER COMMISSION
and
STORINO, RAMELLO & DURKIN
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2017, between the DuPage Water Commission (hereinafter "Commission") with offices at 600 East Butterfield Road, Elmhurst, Illinois 60126, and Storino, Ramello & Durkin (hereinafter "Law Firm") with offices at 9501 West Devon Avenue, Rosemont, Illinois 60018.

WHEREAS, the Commission has a legitimate business need for professional services for collective bargaining negotiations; and

WHEREAS, the law firm chosen has experience and expertise and is in the business of providing such professional services as enumerated above; and

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

ARTICLE I: SCOPE OF SERVICES

The Law Firm shall provide professional services for collective bargaining negotiations for labor matters for the Commission.

ARTICLE II: TERM AND TERMINATION OF EMPLOYMENT

2.1 Contract Term

This Agreement will be effective February _____, 2017, through completion of the negotiations for the DuPage Water Commission, to include collective bargaining agreements with designated employee groups. Termination of the Agreement prior to the expiration date can be made by either party by providing ten (10) business days' prior written notice of intent to terminate this Agreement.

ARTICLE III: COMPENSATION

3.1 Rate

The hourly rate shall be \$220.00 for partners; \$200.00 for associates; and \$95.00 for paralegals.

Billed time shall be shown in 1/10 hour increments.

Billing statements should include identification of matters worked on, the dates that services were rendered and identification of attorneys who rendered such services. A description of the services rendered is required for each date entry.

Expenses and time charges should be shown separately. In this regard, it is the policy of the Commission to reject expenses and/or charges for the following:

- a. Car rentals or taxi fares for traveling;
- b. Separate word processing or secretarial charges;
- c. Fax services;
- d. Personal delivery services;
- e. U.S. Mail and postage services;
- f. Internal photocopy charges;
- g. Multiple attorney attendance in court or depositions;
- h. Charging separately for each attorney's time at intra-office meetings;
- i. Charging for attorney's time in responding to auditor's letters of inquiry; and
- j. Computer legal research charges.

Exceptions to the foregoing can be made, but only in extraordinary circumstances and with the prior approval of the Commission.

3.2 Compensation Dispensation.

The Law Firm agrees to and shall submit its invoices for services rendered monthly. Consultant shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Commission. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six (6) months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

ARTICLE IV: LIABILITY AND RISK MANAGEMENT

4.1 Indemnification

The Law Firm shall indemnify, defend, and hold harmless the Commission and its officials, officers, agents, servants, and employees from any and all claims, suits, actions, costs, and fees arising from, growing out of, or connected with allegations of the negligent performance of this Agreement or tortuous acts by its attorneys; however, the Law Firm will not be responsible for any claim arising out of the Commission, or its independent acts of negligence. Nothing contained herein shall be construed as prohibiting the Commission, its officials, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts any claims, suits, demands, proceedings and actions against them.

4.2 Survival of Indemnification.

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this Agreement.

ARTICLE V: MISCELLANEOUS

5.1 Independent Contractor Status.

Commission and Law Firm expressly acknowledge that Law Firm is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Commission to exercise control or direction over the manner or method by which Law Firm performs hereunder.

5.2 Assignment.

Law Firm shall not assign this Agreement to any other corporation, agency, or contractor without the express written consent of the Commission. Commission and Law Firm each binds itself, its successors and legal representatives to the other party hereto and to its successors and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

5.3 Notice.

All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand, or, sent certified U.S. mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or at such other address as may be given in writing to the parties:

IF TO THE COMMISSION:

John F. Spatz, Jr.
General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, IL 60126

IF TO LAW FIRM:

Michael K. Durkin
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, IL 60018

5.4 Governing Law.

The parties agree that the exclusive venue for resolving any disputes arising from or under the terms of this Agreement shall be in the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

5.5 Entire Agreement.

The Agreement constitutes the entire Agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

5.6 Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall neither operate as, nor be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.7 Severability.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and be enforceable in accordance with its terms.

5.8 Conflict of Interest.

The Law Firm covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the Law Firm's services under this Agreement.

5.9. Compliance with State and Other Laws.

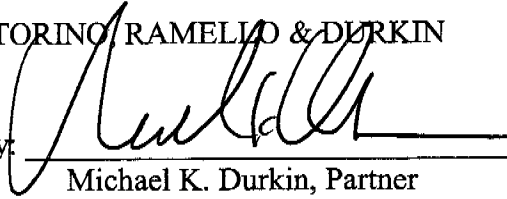
The Law Firm shall comply with Federal, State, DuPage County, and local statutes, ordinances and regulations in performance of services under this Agreement.

IN WITNESS WHEREOF, the parties have set their hands hereto as of the day and year first above written.

DuPAGE WATER COMMISSION



STORINO, RAMELLO & DURKIN

By: _____
John F. Spatz, Jr.,
General Manager

By:  _____
Michael K. Durkin, Partner

DATE: February 8, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-6-17	APPROVAL	 
Account Number: N/A			
<p>Resolution No. R-6-17 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution or, if already disposed of, ratifies and confirms their disposal because these assets are or were no longer useful to the Commission.</p> <p>The computer and electronic equipment listed in Exhibit A will be donated to ATEN – Assistive Technology Exchange Network, A Program of United Cerebral Palsy of Greater Chicago, they refurbish and recycle donated computers and distributes them free of charge to children with disabilities.</p> <p style="text-align: center;">Assistive Technology Exchange Network 7550 W. 183rd Street Tinley Park, IL 60477 708-444-8460</p>			
MOTION: To adopt Resolution No. R-6-17			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-6-17

**A RESOLUTION AUTHORIZING AND RATIFYING
THE DISPOSAL OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DUPAGE WATER COMMISSION**

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the personal property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property") is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain or, if already disposed of, was not necessary or useful to or for the best interests of the DuPage Water Commission to retain;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal or, if already disposed of, was not necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission were served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine or, if already disposed

Resolution No. R-6-17

of, the Board of Commissioners of the DuPage Water Commission hereby ratifies and confirms its disposal.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Clerk

EXHIBIT A

OBSOLETE / DEFECTIVE ITEMS

Qty	DWC Inventory # and/or S/N	Description	Date Purchased	Cost
1	1348	Dymo Turbo 330	05/18/04	\$194.00
1	2111000130	Premio Q8400 desktop computer	05/10/10	\$775.00
1	2091000687	Premio Q8200 desktop computer	12/30/09	\$775.00
1	2091000686	Premio Q8200 desktop computer	12/30/09	\$775.00
1	USE926N6FD	HP ML370 G5 server	06/18/09	\$8,393.00
1	FTX1018Y1VU	Cisco 1800 router	06/06/06	\$791.00
1	FTX1018Y1WN	Cisco 1800 router	06/06/06	\$791.00
1	44405180966	Cisco PIX 515	05/23/01	\$3,700.00
1	NA	Cisco PIX 515E	02/16/06	\$2,292.00
1	FAB0504V4NA	Cisco Catalyst 2900XL switch	05/22/02	\$874.00
1	1009	BRADY LS2000 LABELING SYSTEM	06/22/94	\$1,440.00
9		Obsolete Radio Equipment-Empty Chassis	2012	
7		Keyboards		