



DuPage Water Commission

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

AGENDA

**ADMINISTRATION COMMITTEE
THURSDAY, OCTOBER 18, 2018
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 August 16, 2018 Regular Committee Meeting
- III. Resolution No. R-31-18: A Resolution Approving Employee Insurance Benefits for Plan Year Beginning December 1, 2018 and ending November 30, 2019
- IV. Request for Board Action: To Authorize the Execution of Consulting Agreement with Rory Group, LLC., for a one-year period in an amount not to exceed \$18,000.00.
- V. Discussion regarding employee salary adjustments
- VI. Other
- VII. 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, AUGUST 16, 2018
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126

DRAFT

Commissioner Broda called the meeting to order at 6:15 P.M.

Committee members in attendance: J. Broda, J. Healy, D. Novotny, R. Obarski and J. Zay

Committee members absent: none

Also in attendance: B. Armstrong of Schirott, Luetkehans & Garner, LLC, F. Frelka, T. McGhee, C. Peterson (arrived at 6:25 P.M.), J. Rodriguez, and J. Spatz

Commissioner Broda moved to approve the Minutes of the July 26, 2018 Rescheduled Administration Committee meeting. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Regarding Resolution No. R-26-18: A Resolution Amending the Employee Handbook to add a section on Early Notification of Retirement Incentive Program, it was the consensus of the Committee members present to recommend this resolution to the full board.

Regarding Ordinance No. O-9-18: An Ordinance Approving and Authorizing the Execution of an Amended and Restated Intergovernmental Agreement between the DuPage Water Commission and the Village of Bartlett Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett, Commissioner Obarski asked if the Commission owns these transmission mains until the project is completed. Mr. Armstrong answered that the Commission does own these mains until the contract is completed so if there were any unforeseen circumstances, the Village of Bartlett would have to pay the Commission for any additional costs. General Manager Spatz went on to explain that this amendment will aid in the project being completed within the projected timeline.

Commissioner Broda asked if there are construction delays and the project is not completed within the timeline outlined in the contract, would the agreement be terminated. General Manager Spatz stated that the contractor is ahead of schedule and if Bartlett is not taking water by the end of 2019, the Village will start paying the Commission against what was borrowed as well as interest.

After more discussion on easement agreements and possible water pressure adjustments, it was the consensus of the Committee members present to recommend this ordinance to the full board.


Hearing no questions regarding Ordinance No. O-10-18: An Ordinance Approving and Authorizing the Execution of a Second Amendment to the Water Purchase and Sale Contract between the DuPage Water Commission and the Village of Bartlett Unit System, it was the consensus of the Committee members present to recommend this ordinance to the full board.

General Manager Spatz informed the Committee members that there was a salary comparison conducted of the Commission's operators against similar positions with our customers and it will be discussed at the next Commission meeting.

With no further discussion, Commissioner Broda adjourned the meeting at 6:27 P.M. Seconded by Commissioner Obarski and approved by a Voice Vote.

All voted aye. Motion carried.

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM A Resolution Approving Employee Insurance Benefits for Plan Year Beginning December 1, 2018 and ending November 30, 2019 Resolution No. R-31-18	APPROVAL 

Account No.: 01-60-612200

The Commission annually determines employee insurance benefits to be provided commencing December 1 of each year.

In consultation with Dato Pistorio Financial Group, Inc., staff is recommending that the Commission continue providing medical coverage through its current carrier, Blue Cross Blue Shield (BCBS), and continue paying 80 percent of the premiums for eligible employees' coverage and for eligible employees' dependent coverage.

Staff is recommending that employees will be able to choose from four ACA Metallic Alternate Health Plans. The Blue Platinum PPO Plan (P503PPO), Blue Gold HSA Plan (G533PPO), Blue Choice Preferred PPO Plan (G530BCE) and the Blue Precision HMO Plan (P506PSN). Please note that these plans are slightly different for the following reasons:

All BCBS plans now include six tier pharmaceutical drug benefits.

BCBS no longer offers the Platinum HSA Plan. As a replacement, BCBS now offers the Gold HSA Plan which requires higher deductibles, higher out-of-pocket expenses, and co-payments after the deductible is met.

With respect to Vision, Dental and Life Insurance, staff is recommending that coverage continue to be with MetLife.

Due to the change from a Platinum Plan to a Gold Plan, staff is recommending that the Commission contribute the following amounts to Health Savings Accounts: For employees that elect self-only coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$2,700.00. For employees that elect employee and spouse/child (employee + 1) coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$4,500.00. For employees that elect family (employee + 2 or more) coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan, the Commission shall contribute, via electronic funds transfer, the sum of \$6,700.00.

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	<p>A Resolution Approving Employee Insurance Benefits for Plan Year Beginning December 1, 2018 and ending November 30, 2019</p> <p>Resolution No. R-31-18</p>	APPROVAL	
<p>Staff is also recommending to further reduce future healthcare cost that the Commission continue to offer the HealthiestYou program. HealthiestYou is the most innovative telehealth solution on the market and complements our current benefit plans. Employees will have access 24/7 to more than 2300 licensed physicians via the phone. The cost to the Commission would be \$9 per employee per month.</p> <p>Please note: With these recommended changes to the employee's insurance benefits, the Commission's costs for healthcare will be reduced by 2.6% compared to last year's costs. Dental, Vision, and the HealthiestYou Program costs will remain the same as last year.</p> <p>The Commission will also continue to offer Envision Flexible Spending Account to employees that would like to participate. The Commission pays a small monthly administration fee for this service.</p> <p>A summary of the employee insurance benefits recommended by staff and associated premiums and administrative costs to be paid by the Commission are summarized in Exhibit 1 to Resolution No. R-31-18. A more detailed summary of benefits and comparison to current costs is attached to this Request for Board Action.</p> <p>Resolution No. R-31-18 would suspend the purchasing provisions of the Commission's By-Laws and approve plan year 2019 eligible employee insurance benefits and associated premiums and administrative costs to be paid by the Commission as recommended by staff.</p>			
MOTION: To adopt Resolution No. R-31-18.			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-31-18

A RESOLUTION APPROVING EMPLOYEE
INSURANCE BENEFITS FOR PLAN YEAR BEGINNING DECEMBER 1, 2018 AND
ENDING NOVEMBER 30, 2019

WHEREAS, the Commission annually determines employee insurance benefits to be provided commencing December 1 of each year; and

WHEREAS, in consultation with Dato Pistorio Financial Group, Inc., Commission staff recommends approval of the employee insurance benefits for the year beginning December 1, 2018 and ending November 30, 2019 (Plan Year 2019) summarized in Exhibit 1 attached hereto and by this reference incorporated herein;

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

SECTION ONE: The foregoing recitals are incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: The Plan Year 2019 employee insurance benefits and associated premium costs and administrative fees to be paid by the Commission, all as summarized in Exhibit 1 attached hereto, shall be and they hereby are approved for the Plan Year 2019. The General Manager shall be and hereby is authorized and directed to provide the insurance coverages and pay the associated premium costs and administrative fees to be paid by the Commission as summarized in Exhibit 1 attached hereto without further act of the Board of Commissioners.

SECTION THREE: Notwithstanding any restrictions contained in Resolution No. R-27-90, as modified by Resolution Nos. R-34-90, R-34-96 as amended, R-46-04 as amended, R-5-05 as amended, R-6-08 as amended, R-54-08, and as amended by Resolution No. R-14-00, which prohibit, except in specified circumstances, the wire transfer of Commission funds to financial institutions not listed on the approved Depository List and to accounts not held in the name of the Commission, the Chairman, the Treasurer, the Finance Committee Chairman, the General Manager, or the Financial Administrator shall be and they hereby are authorized to direct the electronic transfer of Commission funds out of any Account held in the name of the Commission for the remittance of the Commission's contributions to the Health Savings Accounts established by the Commission for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto. In furtherance thereof, the General Manager shall be and hereby is authorized and directed to execute any agreements required to establish the Health Savings Accounts for eligible employees that elect coverage under the Blue Cross Blue Shield HSA-Qualified High Deductible Health Plan as provided in Exhibit 1 attached hereto as well as any agreement required to effectuate the electronic transfers hereinabove provided for. Upon execution by the General Manager, the agreements, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FOUR: This Resolution shall be in full force and effect from and after its adoption, the Board of Commissioners of the DuPage Water Commission having determined, by a two-thirds majority vote, to suspend the purchasing provisions of the Commission's By-Laws.

AYES:

NAYS:

ABSENT:

ADOPTED THIS ____ DAY OF _____, 2018.

Chairman

ATTEST:

Clerk

EXHIBIT 1

THE PLAN YEAR BEGINNING DECEMBER 1, 2018 AND
ENDING NOVEMBER 30, 2019 EMPLOYEE INSURANCE BENEFITS

Plan Year 2019 Health Insurance Plans

The following health insurance plans or significantly similar plans shall be made available to Eligible Commission Employees/Retirees for Plan Year 2019 at the following rates:

Blue Cross Blue Shield Blue Platinum PPO Plan P503PPO with Prescription Drug benefit
\$0/\$10/\$35/\$75/\$150/\$250

Employee	\$902.39
Employee & Spouse	\$1,804.77
Employee & Child	\$1,669.41
Family	\$2,571.80

Blue Cross Blue Shield Blue Gold HSA Plan G533PPO with Prescription Drug benefit
90%/90%/80%/70%/60%/50% after deductible

Employee	\$747.12
Employee & Spouse	\$1,494.24
Employee & Child	\$1,382.17
Family	\$2,129.29

Blue Cross Blue Shield Blue Choice Preferred PPO G530BCE with Prescription Drug
benefit \$0/\$10/\$35/\$75/\$150/\$250

Employee	\$612.00
Employee & Spouse	\$1,223.99
Employee & Child	\$1,132.19
Family	\$1,744.19

Blue Cross Blue Shield Blue Precision Platinum HMO P506PSN with Prescription Drug benefit \$0/\$10/\$50/\$100/\$150/\$250

Employee	\$624.37
Employee & Spouse	\$1,248.74
Employee & Children	\$1,155.09
Family	\$1,779.46

The Commission's contribution for health insurance for Plan Year 2019 shall be 80% of the premium for eligible employees and their covered dependents for the selected health insurance plan.

Employees shall continue to pay 20% of the selected health insurance plan premium for themselves and their covered dependents.

For each eligible employee selecting the High Deductible Health Plan \$2,700/\$5,400/\$8,100 HSA Plan, the Commission shall establish a Health Savings Account funded in the following amounts:

Employee	\$2,700.00
Employee & Spouse	\$4,500.00
Employee & Children	\$6,700.00
Family	\$6,700.00

The Commission shall not establish, nor contribute to, Health Savings Accounts for retirees selecting the High Deductible Health Plan HSA Plan.

The Commission-established Employee Health Savings Accounts shall be administered by Mellon Bank as the Commission's third party administrator for Plan Year 2019 at a rate not-to-exceed \$4.00/account/month. Due to the uncertainty as to how many employees will elect this option, the Commission's annual not-to-exceed cost is \$3,000.00.

Plan Year 2019 Life Insurance

The life insurance benefit program for Eligible Commission Employees shall be through MetLife for Plan Year 2019 at a rate of \$0.24 x per \$1,000 of coverage per employee per month. The life insurance benefit is in the amount of one and one-half times the eligible employee's annual base pay rounded to the nearest \$1,000. The premium shall be paid in full by the Commission.

Plan Year 2019 Dental Insurance and Vision Insurance

The dental and vision insurance benefit program or significantly similar programs for Eligible Commission Employees shall be through MetLife for Plan Year 2019 and are as follows:

Please note: Both Dental and Vision rates remained the same as last year.

Coverage	Dental	Vision
Employee	\$51.14	\$11.46
Employee & Spouse	\$106.21	\$22.97
Employee & Children	\$101.95	\$19.45
Family	\$162.08	\$32.07



The Commission's contribution for dental and vision insurance for Plan Year 2019 shall be 80% of the dental and vision insurance plan premiums for eligible employees and their covered dependents.

Employees shall continue to pay 20% of the dental and vision insurance plan premiums for themselves and their covered dependents.

The Commission's contribution for the program called the HealthiestYou for Plan Year 2019 shall remain \$9 per employee per month. HealthiestYou is the most innovative telehealth solution on the market and complements our current benefit plans. Employees will have access 24/7 to more than 2300 licensed physicians via the phone.

DATE: October 8, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	Contract Agreement	APPROVAL	 
<p>Account Number: 01 -60-628000</p> <p>To extend the Agreement between DuPage Water Commission and Rory Group, LLC., for consulting services in an amount not to exceed \$18,000.00 for one additional year (see attached agreement)</p>			
<p>MOTION: To Authorize the Execution of a Consulting Agreement with Rory Group, LLC., for a one-year period, in an amount not to exceed \$18,000.00.</p>			

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the “Consultant”) and the Du Page Water Commission (the “Company”) as of the 1 day of November, 2018.

WHEREAS, the Company wishes to obtain the benefits of Consultant’s experience and know-how in connection with the operation of Company’s development business; and

WHEREAS, the Company wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to the Company on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Consultant agree as follows:

1. Consulting Services.

a. The Company hereby engages Consultant as a consultant to the Company, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall: (1) provide support for sales and marketing; (2) troubleshoot on existing projects; and (3) provide compliance support (4) perform such other additional services as may be assigned to Consultant from time to time by the Company including, but not limited to, lobbying activities and market place expansion.

b. In performance of its duties under this Agreement, Consultant shall report and be responsible only to the President of the Company and/or the Company’s CEO or other designated representative, who shall be responsible for monitoring Consultant’s work under this Agreement.

c. In the performance of its duties under this Agreement, Consultant agrees that it will not:

(1) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of, the Company, or otherwise bind the Company, in any manner whatsoever;

(2) engage in any conduct, or cause the Company to engage in any conduct, which would result in the Company’s breach or violation of any agreement, law, ordinance, or regulation;

(3) sign any checks on behalf of or authorize any payments by the Company in any manner whatsoever.

d. The Company acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than the Company (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of the Company.

2. **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on November 1, 2018 and shall end on October 31, 2019.
3. **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, the Company agrees to pay Consultant a total fee ("Fee") of Eighteen Thousand Dollars (\$18,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: One Thousand Five Hundred Dollars (\$1,500) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in full with one (1) payment.
4. **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any applicable Social Security (FICA) and/or self-employment taxes. The Company will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
5. **Expenses.** Without the prior written content of the Company, Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. The Company reserves the right to review all expenses incurred by the Consultant on the Company's behalf. If the Company elects to review the expenses incurred by Consultant, Consultant shall provide the Company with a detailed expense report within ten (10) days after request by the Company for the same.
6. **Termination of Agreement.** Either Party may elect to terminate this Agreement upon the occurrence of any of the following:
 - (1) A written notice, signed by Consultant and the President and/or the CEO or other designated representative of the Company, electing to terminate this Agreement;
 - (2) If Consultant; (A) is unwilling to perform its duties or obligations pursuant to this Agreement or otherwise violates this Agreement, (B) commits any dishonest, fraudulent or grossly negligent act in its capacity as a consultant to the Company, (C) in bad faith acts in a manner materially inconsistent with the best interests of the Company; or (D) otherwise breaches this Agreement;
 - (3) If Consultant fails to perform as mutually agreed herein and Company outlines, in written notice, consultant's nonperformance as being a specific cause for termination of the Agreement and Consultant does not cure such failure or nonperformance within ten (10) days of receipt of such written notice.

7. **Incapacity.** If Consultant is unable to perform its duties and responsibilities hereunder on a full-time basis for more than thirty (30) days during the period of the Consulting Agreement, the Company shall have the right to terminate this Agreement.
8. **Independent Contractor.** It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of the Company, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner or joint venture of the Company, and the Company shall not exercise any control or supervision with respect to Consultant's services, except to the extent that the Company may provide specifications, descriptions, time schedules and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.
9. **Non-Disclosure.** Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of the Company. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of the Company:
- (1) disclose, directly or indirectly, any confidential information to anyone outside the employ of the Company, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
- (2) use, directly or indirectly, any confidential information for the benefit of anyone other than the Company.
10. **Indemnification.** The Company shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by the Company. Additionally, Consultant shall indemnify the Company from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
11. **NOTICES**

All Notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by Client shall be made to Consultant at Consultant's address set forth below unless otherwise directed in writing.

Company to: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Attn: _____

And to : DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Attn: General Counsel

To Consultant: Rory Group, LLC.
212 W. Washington St. Suite 1904
Chicago, IL 60606
Facsimile: (312)726-1405

And to: Thomas R. Raines
Attorney at Law, LLC
20 N. Wacker Drive
Suite 550
Chicago, IL 60606
Fax : 312-226-1164

All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

12. Assignability.

Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party .This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

13. **Miscellaneous.**

a. This Agreement constitutes the entire agreement of Consultant and the Company with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety, and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises and agreements set forth in the Agreement shall be binding, and apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

b. The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.

c. If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.

d. Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is in writing.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

CONSULTANT:

COMPANY:

Rory Group, LLC.

DuPage Water Commission

By: _____

By: _____

Name: Thomas A. Manion

Name: _____

Title: President

Title: _____

Attachment A

Rory Group

Assignments to be completed within FY2018-2019

1. Help facilitate the title and property transfer of the Lexington Pumping Station to the City of Chicago.
2. Help facilitate an agreement with the City of Chicago as to proper co-insurance for the Lexington Pumping Station as part of the title transfer.
3. Help facilitate a supply contract amendment between the City of Chicago and the DuPage Water Commission to include price safeguards such as consumer price index or 5%, whichever is less.
4. Assist with the receiving of the City of Chicago Accountability Reports along with making sure that the Commission's questions and/or comments are addressed in a timely fashion.
5. Assist the Commission regarding labor related issues involving the Lexington Pumping Station operations and possible labor agreement with the City of Chicago for the same pumping station, if needed.
6. Continue to foster a good working relationship between the DuPage Water Commission and the City of Chicago.
7. Meet with the General Manager on a monthly basis for regular status updates and provide other information which may affect the Commission.