



# DuPage Water Commission

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

**NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE DUPAGE WATER COMMISSION WILL BE HELD AT 6:00 P.M. ON THURSDAY, APRIL 8, 2010, AT 600 EAST BUTTERFIELD ROAD, ELMHURST, ILLINOIS 60126. THE AGENDA FOR THE SPECIAL MEETING IS AS FOLLOWS:**

## AGENDA

**DUPAGE WATER COMMISSION  
THURSDAY, APRIL 8, 2010  
6:00 P.M.**

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

- I. Call to Order and Pledge of Allegiance
- II. Roll Call  
(Majority of the Commissioners then in office—minimum 7)
- III. Resolution No. R-14-10: A Resolution Approving and Authorizing the Execution of a Separation Agreement and General Release  
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

**RECOMMENDED MOTION: To adopt Resolution No. R-14-10: A Resolution Approving and Authorizing the Execution of a Separation Agreement and General Release (Roll Call).**

- IV. Executive Service Corps Contract  
(Concurrence of a Majority of the Appointed Commissioners—7)

**RECOMMENDED MOTION: To approve and authorize the execution of the contract with Executive Service Corps as presented (Roll Call).**

- V. Interim General Manager
  - A. Interview Candidate(s)
  - B. Retain Interim General Manager  
(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

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

**RECOMMENDED MOTION: To retain the services of \_\_\_\_\_ as Interim General Manager at a rate of \$\_\_\_\_\_ per hour with a cap of \$\_\_\_\_\_ (Roll Call).**

VI. Resolution No. R-15-10: A Resolution Approving, Ratifying, and Accepting the Appointment of Commissioner Zeilenga as Treasurer of the Commission for No Additional Compensation

(Concurrence of a Majority of the Appointed Commissioners—7)

**RECOMMENDED MOTION: To adopt Resolution No. R-15-10: A Resolution Approving, Ratifying, and Accepting the Appointment of Commissioner Zeilenga as Treasurer of the Commission for No Additional Compensation(Roll Call).**

VII. Retain Disclosure Counsel

(Affirmative Majority of the Appointed Commissioners, containing the votes of at least 1/3 of the County Appointed Commissioners and 40% of the Municipal Appointed Commissioners—3 County + 3 Muni+1=7)

**RECOMMENDED MOTION: To retain the services of \_\_\_\_\_ as Disclosure Counsel at a rate of \$\_\_\_\_\_ per hour with a cap of \$\_\_\_\_\_ (Roll Call).**

VIII. Recommendations From Ad Hoc Committee

IX. Executive Session

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

**RECOMMENDED MOTION: To go into Executive Session to discuss security procedures pursuant to 5 ILCS 120/2(c)(8), to discuss matters related to personnel pursuant to 5 ILCS 120/2(c)(1) and (2), to discuss acquisition of real estate pursuant to 5 ILCS 120/2(c)(5), and/or to discuss pending, probable, or imminent litigation pursuant to 5 ILCS 120/2(c)(11) (Roll Call).**

**RECOMMENDED MOTION: To come out of Executive Session (Voice Vote).**

X. Personnel Compensation Adjustment

(Concurrence of a Majority of the Appointed Commissioners—7)

**RECOMMENDED MOTION: To approve the fiscal year 2009-2010 base salary increase for certain personnel in accordance with the discussion in Executive Session (Roll Call).**

XI. Adjournment

(Concurrence of a Majority of those Commissioners Present, provided there is a quorum—minimum 4)

DATE: April 1, 2010

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION</b>	Resolution No. R-14-10	<b>ORIGINATING DEPARTMENT</b>	Administration
<b>ITEM</b>	A Resolution Approving and Authorizing the Execution of a Separation Agreement and General Release	<b>APPROVAL</b>	
Account No.: 60-6111 (Severance and Payment for Excess Accrued Vacation) 60-6122 (COBRA Continuation Premium Payments)			
<p>Robert L. Martin and the Commission mutually agreed that Martin's employment with the Commission would end effective March 12, 2010. In recognition of Mr. Martin's long tenure with and service to the Commission and the communities served by the Commission, and based upon the consensus reached at the March 11, 2010, Commission meeting, Resolution No. R-14-10 would approve a Separation Agreement and General Release with Mr. Martin that would primarily provide the following separation benefits:</p> <ul style="list-style-type: none"><li>• A severance payment equal to 6 months base salary plus any accrued but unused vacation and benefit time (less applicable taxes and withholdings as required by law)</li><li>• Family health and dental insurance COBRA continuation premium payments for a period of one year or until new insurance is obtained (whichever is earlier) and subject to continuing eligibility for COBRA continuation coverage</li><li>• Compensation for the 434.84 hours of unused vacation time that was accrued in excess of the maximum allowed by his employment agreement (less applicable taxes and withholdings as required by law)</li></ul> <p>In exchange, the Commission would receive, among other things, a general release from any and all legal causes of action, claims and demands.</p>			
<b>MOTION:</b> To adopt Resolution No. R-14-10.			

## DUPAGE WATER COMMISSION

## RESOLUTION NO. R-14-10

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A SEPARATION AGREEMENT AND GENERAL RELEASE**

WHEREAS, Robert L. Martin ("Martin") and the Commission mutually agreed that Martin's employment with the Commission would end effective March 12, 2010; and

WHEREAS, in recognition of Martin's long tenure with and service to the Commission and the communities served by the Commission, the Commission desires to provide Martin certain separation benefits as described in the Separation Agreement and General Release attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1;

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

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

SECTION TWO: A Separation Agreement and General Release, in substantially the form attached hereto as Exhibit 1, shall be and it hereby is approved. The Chairman of the DuPage Water Commission shall be and hereby is authorized and directed to execute a Separation Agreement and General Release, in substantially the form attached hereto as Exhibit 1. Upon execution by the Chairman, the Separation Agreement and General Release, and all things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

Resolution No. R-14-10

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

AYES:

NAYS:

ABSENT:

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Board\Resolutions\R-14-10.docx

## **SEPARATION AGREEMENT AND GENERAL RELEASE**

This Separation Agreement and General Release ("**Agreement**") is entered into by and between Robert Martin ("**Martin**"), an individual, and the DuPage Water Commission, a country water commission and unit of local government (the "**Commission**"):

### **Recital**

Martin has been the General Manager of the Commission since on or around April 7, 2004. Martin and the Commission mutually agreed that Martin's employment with the Commission would end effective March 12, 2010. In recognition of Martin's long tenure with and service to the Commission and the communities served by the Commission, the Commission desires to provide Martin certain separation benefits as described herein.

### **Agreement**

1. Termination of Employment. Martin acknowledges and agrees that his employment with the Commission ended effective March 12, 2010 (the "**Separation Date**"), and that he has not rendered any services to the Commission since the Separation Date.

2. Compensation Owed. Martin acknowledges receipt of all compensation (except accrued but unused paid time off) due from the Commission through the payroll period immediately prior to the Separation Date. Martin and the Commission acknowledge that on the first payroll date following the Separation Date, Martin will receive (or may already have received) a lump-sum payment equal to any final compensation (including his accrued but unused vacation and other benefit time, subject to accrual limits established by policies and rules of the Commission and Martin's Employment Agreement) earned but not yet paid to Martin on the Separation Date.

3. Separation Benefits. In recognition of Martin's long tenure with and service to the Commission and the communities served by the Commission, subject to the provisions of this Agreement and provided Martin performs all of his obligations and satisfies all conditions precedent under this Agreement, and does not revoke his acceptance of this Agreement, the Commission will provide Martin with the following **Separation Benefits**:

a. The Commission shall pay Martin a severance payment ("**Severance Payment**") equal to six (6) month's of his annual base salary then in effect on the Separation Date. All required payroll tax withholding will be deducted from the Severance Payment. The Severance Payment shall be paid within twenty-one (21) days following Martin's signing (and not revoking) this Agreement.

b. For the period from the Separation Date through March 31, 2011, the Commission shall pay the COBRA health and dental insurance continuation premium payments for Martin, Martin's spouse and Martin's dependents; provided, Martin, Martin's spouse and Martin's dependents must make a timely election to receive those benefits and remain eligible for those benefits.

c. The Commission shall pay Martin accrued but unused vacation time exceeding the accrual limits established by policies and rules of the Commission and his Employment Agreement, subject to the same terms and conditions as the Severance Payment.

The Separation Benefits do not constitute nor are they intended to be any form of compensation to Martin for any services to the Commission.

4. Consideration. Martin acknowledges that he would not be entitled to the Separation Benefits provided for in paragraph 3, above, in the absence of his signing of this Agreement, that the Separation Benefits constitute a substantial economic benefit to Martin, and that they constitute good and valuable consideration for the various commitments undertaken by Martin in this Agreement.

5. Parties Released. For purposes of this Agreement, the term "**Releasees**" means the Commission, its assigns, benefit plans, and plan administrators; and their respective past and present partners, shareholders, members, directors, trustees, managers, officers, elected and appointed officials, employees, agents, independent contractors, attorneys and insurers.

6. General Release. Martin, for and on behalf of himself and each of his personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits, and discharges Releasees from any and all claims, causes of action, demands, liabilities, damages, obligations, and debts (collectively referred to as "**Claims**"), of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Martin holds as of the date Martin signs this Agreement, or at any time previously held against Releasees, or any of them, arising out of any matter whatsoever (with the exception of breaches of this Agreement). This General Release specifically includes, but is not limited to, any and all Claims:

a. Arising out of or in any way related to Martin's employment with the Commission, or the termination of his employment;

b. Arising out of or in any way related to any contract or agreement between Martin and the Commission, including without limitation the Employment Agreement entered into between Martin and the Commission on April 7, 2004;

c. Arising under or based on the Equal Pay Act of 1963; Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Civil Rights Act of 1991 (42 U.S.C. § 1981a); Section 1981 of the Civil Rights Act of 1866 (42 U.S.C. § 1981); the Americans with Disabilities Act of 1990, as amended (ADA); the

Family and Medical Leave Act of 1993 (FMLA); the Illinois Public Labor Relations Act (IPLRA); the Worker Adjustment and Retraining Notification Act of 1988 (WARN); the Uniformed Services Employment and Reemployment Rights Act (USERRA); and the Genetic Information Nondiscrimination Act (GINA);

d. Arising under or based on the Illinois Constitution; the Illinois Wage Payment and Collection Act; the anti-retaliation provisions of the Illinois Workers' Compensation Act, the Illinois Minimum Wage Law, the Illinois Human Rights Act; the Cook County Human Rights Ordinance, and the Illinois Whistleblower Act;

e. Arising under or based on the Age Discrimination in Employment Act of 1967 (ADEA), as amended by the Older Workers Benefit Protection Act (OWBPA), and alleging a violation thereof based on any action or failure to act by Releasees, or any of them, at any time prior to the date Martin signs this Agreement; and

f. Arising out of or in any way related to any federal, state, county or local constitutional provision, law, statute, ordinance, decision, order, policy or regulation (i) prohibiting employment discrimination, providing for the payment of wages or benefits (including unvested pension benefits), providing for a paid or unpaid leave of absence; (ii) otherwise creating rights or claims for employees, including, but not limited to, any and all claims alleging breach of public policy, whistle-blowing, retaliation, the implied obligation of good faith and fair dealing; any express or implied oral or written contract, handbook, manual, policy statement or employment practice; or (iii) relating to misrepresentation, defamation, libel, slander, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, false imprisonment, assault, battery, fraud, negligence, or wrongful discharge.

7. Intended Scope of Release. It is the intention of the parties and is fully understood and agreed by them that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which Martin is legally entitled under ERISA), which Martin holds or previously held against Releasees, or any of them, whether or not they are specifically referred to herein. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this General Release and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar to all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement.

8. Waiver of Rights. As part of the foregoing General Release, Martin is waiving all of his rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment), from Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Martin in connection with any Claim released in this Agreement.

9. Covenant Not to Sue. In addition to all other obligations contained in this Agreement, Martin agrees that he will not initiate, bring or prosecute any suit or action against any of Releasees in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement. Notwithstanding the forgoing, nothing in this Agreement shall preclude Martin from bringing suit to challenge the validity or enforceability of this Agreement under the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act.

10. Remedies for Breach. If Martin, or anyone on his behalf, initiates, brings or prosecutes any suit or action against Releasees, or any of them, in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement (except to challenge the validity or enforceability of this Agreement under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act), or if Martin breaches any of the terms of this Agreement, then Martin shall be liable for the payment of all damages, costs and expenses (including attorneys' fees) incurred by Releasees, or any of them, in connection with such suit, action or breach.

11. No Admission of Liability. Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of Releasees, or any of them. Releasees expressly deny any liability of any kind to Martin, and particularly any liability arising out of or in any way related to his employment with the Commission or the termination of his employment.

12. Covenants and Warranties Regarding Accessing the Computer Network and Existing Workers' Compensation Claims.

a. Martin agrees that he will not access or attempt to access, directly or indirectly, by any matter whatsoever, the Commission's computer network, including without limitation, the Commission's electronic mail (e-mail) system, electronic document storage and retrieval system, and computer network servers and related equipment.

b. Martin warrants and represents that he has not suffered and is not currently suffering from an injury incurred or aggravated in the course of his employment with the Commission or any of the other Releasees.

c. Martin acknowledges that he has had and will have access to confidential information ("**Commission Confidential Information**") that is not generally known outside the Commission. Commission Confidential Information shall not include public documents or information that would otherwise constitute Commission Confidential Information, but that have become public. Martin covenants and warrants that he will not directly or indirectly use, divulge, furnish, or make Commission Confidential Information accessible to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the Commission in a fiduciary capacity without the prior express written authorization of the Commission's General Manager. Martin shall keep all Commission Confidential Information strictly and absolutely confidential except as otherwise provided herein.

13. Warranty of Return of the Commission Property. Martin warrants and acknowledges that he has turned over to the Commission all equipment or other property issued to him by the Commission, along with all documents, notes, computer files, and other materials which he had in his possession or subject to his control, relating to the Commission and/or any of its vendors, employees or customers. Martin further warrants and acknowledges that he has not retained any such documents, notes, computer files or other materials (including any copies or duplicates thereof).

14. Covenant of Nondisparagement. Martin covenants that he will not make any disparaging remarks about Releasees which are likely to cause harm to Releasees, collectively or individually, following his signing of this Agreement. The Commission's board members shall not make any disparaging remarks about Martin which are likely to cause harm to Martin.

15. Consideration Period. **Martin is advised to consult with an attorney of his choice prior to signing this Agreement.** Martin understands that he has a period of twenty-one (21) days within which to consider and accept the Agreement. This twenty-one (21) day period begins to run from April 8, 2010, which Martin acknowledges is the date on which he received a copy of this Agreement.

16. Revocation Period. Martin understands that he has the right to revoke this Agreement at any time within seven (7) days after he signs it ("**Revocation Period**") and that the Agreement shall not become effective or enforceable until this revocation period has expired without revocation. Revocation must be in writing and delivered to Maureen Crowley, 600 East Butterfield Road, Elmhurst, Illinois 60126. If revocation is mailed, it must be post-marked prior to the end of the Revocation Period.

17. Warranty of Understanding and Voluntary Nature of Agreement. Martin acknowledges that he has carefully read and fully understands all of the provisions of this Agreement; that he knows and understands the rights he is waiving by signing this Agreement; and that he has entered into the Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort.

18. Severability. The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be modified or restricted, it shall be excised from the Agreement without affecting the validity or enforceability of any of the remaining provisions. The parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

19. Entire Agreement/Integration. This Agreement constitutes the sole and entire agreement between Martin and the Commission with respect to the subjects

addressed in it, and supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to those subjects.

20. No Waiver. No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Martin and the Commission's General Manager.

21. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, Martin and his personal and legal representatives, heirs, devisees, executors, successors and assigns, and the Commission and its successors and assigns.

22. Choice of Law. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

**DUPAGE WATER COMMISSION**

**EMPLOYEE:**

By:

\_\_\_\_\_  
Chairman of the DuPage  
Water Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# DuPage Water Commission

## MEMORANDUM

TO: Terry McGhee  
Acting General Manager

FROM: Maureen A. Crowley *mac*  
Staff Attorney

DATE: April 1, 2010

SUBJECT: Resolution Approving, Ratifying, and Accepting the Appointment of  
Commissioner Zeilenga as Treasurer of the Commission for No Additional  
Compensation

Commissioner Zeilenga and I spoke this afternoon and he would prefer that the approval, ratification, and acceptance of his appointment as Treasurer of the Commission should be done by Resolution. As such, copies of the Resolution, in form satisfactory to Commissioner Zeilenga, will be forwarded to the Board for overnight delivery on Wednesday, April 7, 2010.



# DuPage Water Commission

## MEMORANDUM

TO: Terry McGhee  
Acting General Manager

FROM: Maureen A. Crowley *MAC*  
Staff Attorney

DATE: April 1, 2010

SUBJECT: RFP for Disclosure Counsel and Other Public Finance Legal Services

Attached is a copy of the Request for Proposals for Disclosure Counsel and Other Public Finance Legal Services, together with a copy of the list of firms to whom the Request for Proposals was distributed. Proposals are due by 2:00 p.m. on Tuesday, April 6, 2010. Copies of the proposals received (and any Staff recommendation) will be forwarded to the Board for overnight delivery on Wednesday, April 7, 2010.



# DuPage Water Commission

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

## Request for Proposals for Disclosure Counsel and Other Public Finance Legal Services

### PURPOSE OF REQUEST

The DuPage Water Commission is seeking proposals from qualified law firms for the provision of disclosure counsel and other public finance legal services. Specifically, the Commission is in need of specialized legal assistance, consultation and advice to work with senior staff and the Commission's financial advisor (Public Sector Group, Inc.), on an expedited basis, in connection with continuing disclosure filings for the Commission's outstanding revenue and general obligation bonds, revenue bond covenant compliance, rating agency discussions and presentations, and adequate disclosure of the Commission's financial and ongoing operating condition in annual financial information and in connection with possible new financings.

### COMMISSION BACKGROUND

The Commission is a county water commission, body politic and corporate, political subdivision and unit of local government of the State of Illinois organized, existing and operating under the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.* (the "Water Commission Act"). The Commission is empowered under the Water Commission Act and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* to finance, construct, acquire, and operate a water supply system to serve municipalities in the territory of the Commission and other potential water purchasers. The Commission has independent taxing powers and its territory includes property principally in DuPage County, Illinois, with smaller portions in Cook and Will Counties, Illinois. The Commission is located in northeastern Illinois, west of the City of Chicago. The Commission serves an area of over 300 square miles, encompassing a population of approximately 857,497, based upon the 2000 U.S. Census. The equalized assessed value of the Commission's tax base was \$41,329,476,412 based upon 2008 Value Certificates of the County Clerks of the Counties of DuPage, Cook, and Will.

The Commission has 23 municipal Charter Customers which are predominately located within DuPage County, in addition to five "Subsequent Customers," three of which are other DuPage County units of local government and two of which are private entities.

The Commission has \$12,465,000 par value outstanding on its General Obligation Water Refunding Bonds, Series 2001, all of which will come due on March 1, 2011. The

maturity schedule for the Commission's outstanding Water Revenue Refunding Bonds, Series 2003, is as follows:

**MATURITY SCHEDULE**

<u>Due</u> <u>May 1</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u>
2010	10,060,000	5.00 %	263520 BT4
2011	10,565,000	5.00 %	263520 BU1
2012	11,090,000	5.00 %	263520 BV9
2013	11,645,000	5.25 %	263520 BW7
2014	12,255,000	5.25 %	263520 BX5
2015	12,900,000	5.25 %	263520 BY3
2016	13,575,000	5.25 %	263520 BZ0

**QUALIFICATIONS/EXPERIENCE**

In considering your proposal, the Commission is particularly interested in your firm's experience in the following areas:

- 1) Your firm's experience in the area of public finance and, specifically, your firm's background in representing issuers of public finance debt either as bond counsel, disclosure counsel, or underwriter's counsel.
- 2) Your firm's experience in working with auditors, ratings agencies, and securities law regulators.
- 3) Your firm's experience in working with other counsel, including other Commission counsel.
- 4) Your firm's ability and willingness to provide the Commission with any other associated legal services that may be required from time to time such as assistance with media relations, ratings agency presentations, and regulatory liaising.

**STAFFING**

- 1) Provide the Commission with background information regarding the principal attorney(s) and the members of their team that would have responsibility on a "hands on" basis for this engagement with particular emphasis on their background in the above-specified areas. The principal attorney(s) serving the Commission shall be licensed to practice law in Illinois, and should have 10 or more years of experience representing major public finance clients.
- 2) Please describe your firm's depth of experience and particularly the number of qualified attorneys that routinely practice in the above areas that can be made available to the Commission should the volume of work or unforeseen emergencies require it.

- 3) Provide the Commission with an estimate of the hours that you believe will be needed in order to familiarize your firm with the Commission's history, financial structure, legislative background, and general business.

### **FEES**

Please describe your preferred fee arrangement and any alternate arrangements that you might consider. Be specific as to fees that are being proposed and your preferred method of billing. This might include a blended hourly rate of all attorneys involved in Commission work or a monthly retainer or retainage as bond and disclosure counsel in connection with a potential future Commission bond issue(s) over the next three years.

### **CONFLICTS**

Identify any known or potential conflicts of interest with existing or possible future customers of the Commission that may arise from any undertaking on your part to represent the Commission, as well as any known or potential conflicts of interest with the bond Trustee for the Commission's outstanding General Obligation Water Refunding Bonds, Series 2001—U.S. Bank—or the Commission's outstanding Water Revenue Refunding Bonds, Series 200—The Bank of New York Trust Co.—that may arise from any undertaking on your part to represent the Commission.

### **EVALUATION OF PROPOSALS**

Proposals submitted will be evaluated on the basis of:

- 1) The experience of the attorneys that would be primarily responsible for representing the Commission and the compatibility of that experience with the Commission's disclosure and other public finance needs;
- 2) The Commission's assessment of the firm's overall record in the area of client satisfaction;
- 3) The absence of serious existing or potential conflicts of interest; and, finally,
- 4) Fees and expenses.

### **SUBMISSION OF PROPOSALS**

Proposals should include the information identified above, as well as any other information that you may consider relevant to this process.

Each firm should submit twenty paper copies of their proposal and one copy of the proposal in Adobe Acrobat format (.pdf) on a CD.

Proposals are due by 2:00 p.m., April 6, 2010, at the Commission's office listed above. The final selection will be made by the Board of Commissioners, and the Board may select one or more firms to interview. We hope the final selection and/or selection for interviews will be made at a special meeting to be held the evening of April 8, 2010.

Should you have any questions concerning the process or the request itself, please contact the Commission's Staff Attorney, Maureen A. Crowley, at 630-516-1913.

Timothy V. McGree, Esq.  
**Chapman and Cutler LLP**  
111 West Monroe Street  
Suite 1300  
Chicago, Illinois 60603-4080  
[mcgree@chapman.com](mailto:mcgree@chapman.com)  
(312) 845-3803

Lewis Greenbaum, Esq.  
**Katten Muchin Rosenman LLP**  
525 West Monroe Street  
Suite 1600  
Chicago, Illinois 60661-3693  
[lewis.greenbaum@kattenlaw.com](mailto:lewis.greenbaum@kattenlaw.com)  
(312) 902-5418

Michael P. Kornak, Esq.  
**Freeborn & Peters LLP**  
311 South Wacker Drive  
Suite 3000  
Chicago, Illinois 60606  
[mkornak@freebornpeters.com](mailto:mkornak@freebornpeters.com)  
312.360.6609

Mary Patricia Burns, Esq.  
**Burke Burns & Pinelli, Ltd.**  
Three First National Plaza  
Suite 4300  
Chicago, 60602  
[mburns@bbp-chicago.com](mailto:mburns@bbp-chicago.com)  
312 541 8600

Richard W. Burke, Esq.  
**Burke, Warren, Mackay & Serritella, P.C.**  
One IBM Plaza  
330 North Wabash Avenue  
22<sup>nd</sup> Floor  
[rburkesr@burkelaw.com](mailto:rburkesr@burkelaw.com)  
(312) 840-7000

Christopher N. Knight, Esq.  
**Foley & Lardner LLP**  
321 North Clark Street  
Suite 2800  
Chicago, IL 60654-5313  
[cknight@foley.com](mailto:cknight@foley.com)  
312.832.4515

Lawrence C. Eppley, Esq.  
**K&L Gates**  
70 West Madison Street  
Suite 3100  
Chicago, Illinois 60602-4207  
[larry.eppley@klgates.com](mailto:larry.eppley@klgates.com)  
(312) 807-4256

George Pitt, Esq.  
**Greenberg Traurig, LLP**  
77 West Wacker Drive  
Suite 3100  
Chicago, Illinois 60601  
[pittg@gtlaw.com](mailto:pittg@gtlaw.com)  
(312) 456-8400

John A. Janicik, Esq.  
**Mayer Brown LLP**  
71 South Wacker Drive  
Chicago, IL 60606  
[jjanicik@mayerbrown.com](mailto:jjanicik@mayerbrown.com)  
312 701 7323

Bruce Bonjour, Esq.  
**Perkins Coie LLP**  
131 South Dearborn Street  
Suite 1700  
Chicago, Illinois 60603-5559  
[BBonjour@perkinscoie.com](mailto:BBonjour@perkinscoie.com)  
312.324.8650

Raymond C. Fricke, Esq.  
**Ungaretti & Harris LLP**  
3500 Three First National Plaza  
70 West Madison  
Chicago, Illinois 60602  
[rcfricke@uhl.com](mailto:rcfricke@uhl.com)  
312.977.4861

Mark A. Huddle, Esq.  
**Wildman, Harrold, Allen & Dixon LLP**  
225 West Wacker Drive  
Suite 3000  
Chicago, IL 60606  
[huddle@wildman.com](mailto:huddle@wildman.com)  
(312) 201-2597

Thomas C. Smith, Esq.  
**Peck Shaffer**  
30 North LaSalle  
Suite 2010  
Chicago, Illinois 60602  
[tsmith@peckshaffer.com](mailto:tsmith@peckshaffer.com)  
312-372-6005



# DuPage Water Commission

## MEMORANDUM

TO: Chairman Rathje and Commissioners

FROM: Terry McGhee   
Acting General Manager

DATE: April 1, 2010

SUBJECT: Budget Status

I am still working on the proposed \$2.5 million expenditure reduction for the fiscal year 2010-11 budget draft. Rick Skiba has adjusted the fixed costs revenue budget to reflect at rate consistent with bond ordinance covenants. With this adjustment, the water rate for next fiscal year would be \$2.52 per 1,000 gallons.

The Operations and Maintenance rate remains \$1.84 per 1,000 gallons as presented at the March 11 public hearing. Fixed cost increased by \$13.9 million, ending the 50% sales tax subsidy for the Fiscal year 2010-11 revenue bond payments, in order to begin setting aside money for reserves required by the revenue bond ordinance. This produces a fixed cost rate of \$0.71 per 1,000 gallons. This total rate would stand whether or not the Commission ultimately issued the second debt certificate for \$40 million.

Sales tax revenues, while remaining the same have been recast to show the first dollar assignment of these receipts to pay for Water Fund operating costs. Of the \$28.8 million budgeted, \$23.0 million would be deposited in the Water Fund before the remaining \$5.8 million would be available for Commission discretionary use for other lawful corporate purposes.

The final major piece needed to complete the fiscal year 2010-11 budget is to project May 1, 2010 and April 30, 2011 net asset (fund balance) positions. This will assess the progress toward more fully funding revenue bond reserve requirements and assessing the need for debt refinancing related to the \$30 million debt certificate due December 21, 2010.

We are working to have this budget sent to you next Tuesday, April 6. The budget and related rate ordinances will be on the agenda for the April 15 Commission meeting.