



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
County Office Building; Room 210; Yorkville IL
Thursday, June 14, 2018 at 4:00 PM
AGENDA

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call:** Scott Gryder, Lynn Cullick, Matt Kellogg, Audra Hendrix, Matthew Prochaska, John Purcell, Bob Davidson, Elizabeth Flowers, Tony Giles, Judy Gilmour
3. **Approval of Agenda**
4. **Committee Business**

From Planning, Building & Zoning Committee:

- *Authorize State's Attorney to initiate Litigation against Mark Antos and any other Owners for the Removal of the Culvert Crossing of Aux Sable Creek near 13360 McKanna Road, Minooka, Illinois*

From the Admin HR Committee:

- *Discussion and Approval of Horton Fee Agreement and Compensation & Term for Health, Dental, and Life Insurance Brokerage Services*

5. **Public Comment**
6. **Questions from the Media**
7. **Chairman's Report**
8. **Review Board Action Items**
9. **Executive Session**
10. **Adjournment**

COUNTY OF KENDALL, ILLINOIS
SPECIAL COMMITTEE OF THE WHOLE/ADMIN HR MEETING
Tuesday, June 12, 2018

CALL TO ORDER - The meeting was called to order by County Board Chair Scott Gryder at 5:15p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder	present		
Lynn Cullick	here		
Bob Davidson	yes		
Elizabeth Flowers	ABSENT		
Tony Giles	ABSENT		
Judy Gilmour	here		
Audra Hendrix	here		7:50p.m.
Matt Kellogg	yes		7:02p.m.
Matthew Prochaska	here		
John Purcell		5:20p.m.	

APPROVAL OF AGENDA – Motion made by Member Cullick, second by Member Prochaska to approve the agenda. **With seven members voting aye, the agenda was approved.**

COMMITTEE BUSINESS

Property & Casualty Insurance Broker Presentations – Members from Wine Sergi, Alliant/Mesirow, CBIZ and Connor & Gallagher Brokerage groups provided information on their management teams, services, terms, and fees/commission to the committee, with brief question and answer periods following each individual presentation.

The committee reviewed each presentation, the qualifications desired for the brokerage group, broker experiences, client base, relationships with Illinois Counties Risk Management Trust, IPMG, and Illinois service providers.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

EXECUTIVE SESSION – Not needed

ADJOURNMENT - Member Davidson made a motion to adjourn the meeting, second by Member Cullick. **With six members voting aye, the meeting was adjourned at 7:57p.m.**

Respectfully Submitted,
 Valarie McClain
 Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
SPECIAL COMMITTEE OF THE WHOLE/ADMIN HR MEETING
Thursday, May 17, 2018

CALL TO ORDER - The meeting was called to order by County Board Vice Chair Committee Chair Lynn Cullick at 6:04p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder		6:11p.m.	
Lynn Cullick	here		
Bob Davidson		6:08p.m.	
Elizabeth Flowers	present		
Tony Giles	Absent		
Judy Gilmour	here		
Audra Hendrix	here		
Matt Kellogg	yes		
Matthew Prochaska	here		
John Purcell		6:06p.m.	

APPROVAL OF AGENDA – Motion made by Member Hendrix, second by Member Flowers to approve the agenda. **With six members voting aye, the agenda was approved.**

COMMITTEE BUSINESS

Review of Workers Compensation, Property, Casualty & Liability Insurance Broker Responses –
 The committee reviewed the six broker responses and discussed the upcoming broker presentations on June 12, 2018.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

EXECUTIVE SESSION – Not needed

ADJOURNMENT - Member Gilmour made a motion to adjourn the meeting, second by Member Gryder. **With nine members voting aye, the meeting was adjourned at 7:04p.m.**

Respectfully Submitted,

Valarie McClain
 Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
SPECIAL COMMITTEE OF THE WHOLE/ADMIN HR MEETING
Wednesday, May 16, 2018

CALL TO ORDER - The meeting was called to order by County Board Vice Chair Committee Chair Lynn Cullick at 5:40p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder		5:44p.m.	
Lynn Cullick	here		
Bob Davidson	yes		
Elizabeth Flowers	present		
Tony Giles	absent		
Judy Gilmour	here		
Audra Hendrix	here		
Matt Kellogg	excused		
Matthew Prochaska	here		
John Purcell		5:44p.m.	

Others present: Latreese Caldwell, Bob Jones, Scott Koeppel

APPROVAL OF AGENDA – Motion made by Member Hendrix, second by Member Prochaska to approve the agenda. **With six members voting aye, the agenda was approved.**

COMMITTEE BUSINESS

Discussion of Health Insurance Broker Proposals – Discussion of the pros and cons, data analysis, strategic plans, fee variances, qualifications and experience of the various companies that submitted RFQ proposals.

Determination of Health Insurance Broker and Contract Terms – Discussion and determination of contract terms based on the Request for Qualifications posted.

Review of Workers Compensation, Property, Casualty & Liability Insurance Broker Responses – **Item tabled until the May 17, 2018 Special COW Admin HR meeting.**

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

EXECUTIVE SESSION – Not needed

ADJOURNMENT - Member Davidson made a motion to adjourn the meeting, second by Member Prochaska. With eight members voting aye, the meeting was adjourned at 7:21p.m.

Respectfully Submitted, Valarie McClain, Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, May 10, 2018

CALL TO ORDER AND PLEDGE OF ALLEGIANCE - The meeting was called to order by Member Prochaska who led the committee in the Pledge of Allegiance to the American Flag. Member Hendrix made a motion to elect Member Prochaska as Chair Pro Tem, second by Member Gilmour. **With six members voting aye, the motion carried.**

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Scott Gryder		4:36p.m.	
Lynn Cullick		4:49p.m.	
Bob Davidson	Here		
Elizabeth Flowers	ABSENT		
Tony Giles	ABSENT		
Judy Gilmour	Yes		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		
John Purcell	Present		

Others present: Latreese Caldwell, Leslie Johnson, Bob Jones, Scott Koeppel

APPROVAL OF AGENDA – Motion made by Member Hendrix to approve the agenda as amended, second by Member Davidson. **With Members Gilmour, Prochaska, Davidson, Hendrix and Kellogg voting aye, and Member Purcell voting nay, the agenda was approved as amended.**

COMMITTEE BUSINESS

From Admin HR Committee:

- *Discussion and Approval of Roth Amendment to Nationwide Plan* – Member Davidson made a motion to forward the item to the County Board for approval, second by Member Hendrix. **With six members voting aye, the motion carried.**
- *Discussion and Approval of Loan Amendment to Nationwide Plan* – Member Purcell made a motion to forward the item to the County Board for approval, second by Member Hendrix. **With six members voting aye, the motion carried.**
- *Discussion and Approval of Percentage Base Amendment to Nationwide Plan* – Member Purcell made a motion to forward the item to the County Board for approval, second by Member Hendrix. **With six members voting aye, the motion carried.**
- *Health Insurance Broker Presentation* - Mike Wojcik and team from The Horton Group presented the highlights of their services, their strategic plan, resources and educational

tools available, experience, and various plan options available based on an entities size, demographics and goals.

- *Illinois State Association of Counties (ISACo) Presentation* – Jim Healy from the DuPage County Board informed the committee about the proposed organization, the proposed purpose, the structure, and the need for additional counties to join.

From Finance Committee:

- *Discussion and Approval of Resolution Establishing the Salary for the Kendall County Treasurer and Collector* – Finance Chair John Purcell reviewed the proposed salary increase for the County Treasurer and Collector.
- *Discussion and Approval of Resolution Establishing the Salary for the Kendall County Clerk and Recorder* – Finance Chair John Purcell reviewed the proposed salary increase for the County Clerk and Recorder.
- *Discussion and Approval of Resolution Establishing the Salary for the Kendall County Sheriff* - Finance Chair John Purcell reviewed the proposed salary increase for the County Sheriff.
- *Discussion and Approval of Resolution to Establish the Compensation, Mileage Reimbursement and Health Benefits for County Board Members Elected to a Term Beginning December 1, 2018 and County Board Members Elected to Terms beginning December 1, 2020* – Finance Chair John Purcell reviewed the proposed changes to County Board member compensation, and stated that the Admin HR and Finance Committees have discussed this issue on several occasions for several years.

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

CHAIRMANS REPORT – No report

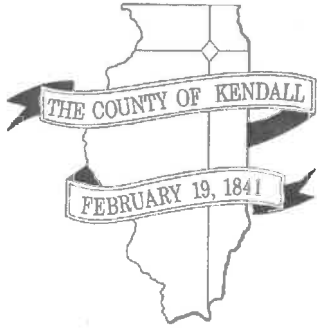
REVIEW BOARD ACTION ITEMS – Chair Gryder asked the committee to review the draft County Board agenda for May 15, 2018.

EXECUTIVE SESSION – Not needed

ADJOURNMENT – Member Prochaska made a motion to adjourn the meeting, second by Member Cullick. With eight members present voting aye, the meeting was adjourned at 6:16p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary



DEPARTMENT OF PLANNING, BUILDING & ZONING

111 West Fox Street • Room 204

Yorkville, IL • 60560

(630) 553-4141

Fax (630) 553-4179

MEMORANDUM

To: County Board
From: Matthew H. Asselmeier, AICP, Senior Planner
Date: June 13, 2018
Re: Culvert Crossing at 13360 McKanna Road

On the June 14th Committee of the Whole agenda, there is an item "Authorize the State's Attorney to Initiate Litigation Against Mark Antos and Any Other Owners for the Removal of a Culvert Crossing of Aux Sable Creek near 13360 McKanna Road, Minooka, Illinois."

In 1998, Mr. Antos received permission to construct a bridge across the Aux Sable Creek at the subject property to allow him to access his house from McKanna Road. As part of this project, Mr. Antos was given permission to construct a temporary low water crossing over the Aux Sable Creek.

To date, Mr. Antos has not completed construction of the bridge and the temporary low water crossing was not constructed to the original specifications. A copy of the original drawings for the low water crossing is attached to this memo. Mr. Antos' permit from the Illinois Department of Natural Resources for the construction of the new bridge expires December 31, 2018.

After receiving a complaint of the temporary low water crossing causing flooding of a neighboring farm field and after unsuccessful attempts by the Planning, Building and Zoning Department to resolve the matter, the Kendall County Planning, Building and Zoning Committee, at their December 2017 meeting, requested the State's Attorney's Office to draft a violation letter to Mr. Antos. A copy of this letter is attached to this memo.

Mr. Antos submitted a response letter to the Kendall County Planning, Building and Zoning Department date March 29, 2018. A copy of this letter is attached.

Mr. Antos attended the April Planning, Building and Zoning Committee meeting and the Committee gave him until June 1st to remove the low water crossing. As of June 11th, the temporary low water crossing was still in place and Mr. Antos did not provide an update to the Planning, Building and Zoning Committee at their June 11th meeting. The Planning, Building and Zoning Committee subsequently unanimously recommended approval of authorizing the State's Attorney to pursue action against Mr. Antos.

Brian Holdiman conducted an inspection of the property on June 12th. Pictures of the inspection are attached to this memo.

If you have any questions, please let me know.

MHA

Encs: 1998 Antos Drawings
December 15, 2017 Letter from ASA James Webb to Mark Antos
June 12th Pictures

interoffice
memorandum

to: FILE

from: Scott Arenas

subject: Culvert Crossing over Aux Sable Creek

date: July 16, 1998

Mark and Elyse Antos have submitted plans for a low water culvert crossing on Aux Sable Creek. They have not provided any hydrologic or hydraulic information. The overtopping elevation of the proposed crossing is 3 feet above the invert of the channel. The crossing consists of six 21-inch inside diameter concrete pipe culverts. The channel geometry within the project reach is 35 feet top width, 23 feet bottom width and 6 feet high banks. The proposed culvert crossing will replace an existing 3 feet high gravel ford with no culverts.

Considering over-the-road relief flow, the worst case analysis would be for a discharge that just overtops the culvert crossing. Since the top of road grade is at $\frac{1}{2}$ channel depth, the maximum water surface profile increase would be contained within the channel banks. Therefore, the crossing meets the Departments standards as listed in Section 3700.70 a) of our Part 5700 Rules. I recommend that a permit be issued for this work.

NOTE: This culvert crossing is intended to serve as a temporary access. The applicant has informed me that they will apply for permit to construct a bridge crossing in approximately 1 year.

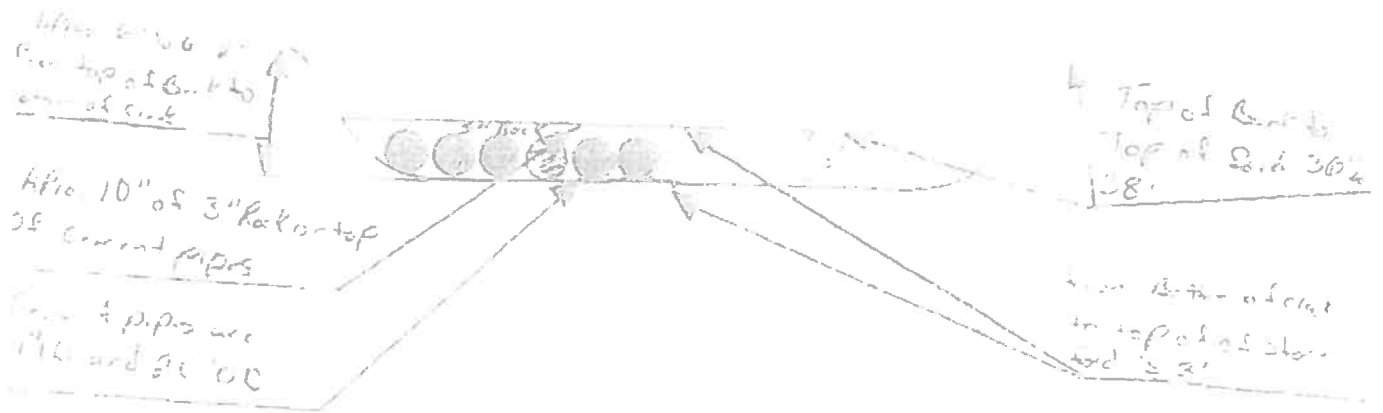
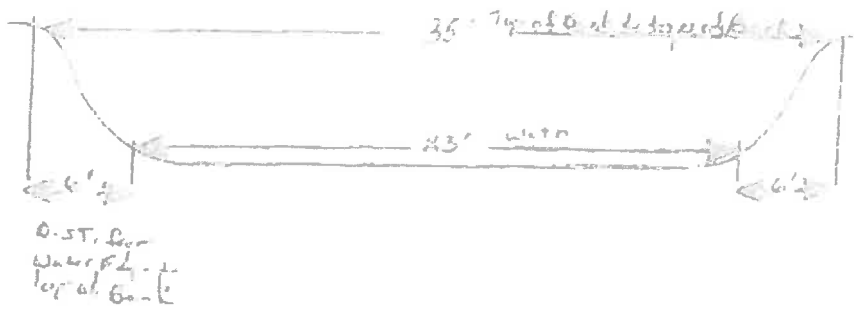
BTm
7/22/98

Action Start lines with Dept

Mark & Elyse Antos

At Sable Creek Ltd Please Pay attention

0.5T. for water flow in top of bank



0.5T. for water flow in top of bank

0.5T. for water flow in top of bank

1. Agency Number (to be assigned by Agency) _____ 2. Date 27 May 1998 3. For agency use only (Date Received) _____
 Day Month Year

4. Name and address of applicant Mark & Elyse Antos
 5. Name, address, and title of authorized agent _____

Telephone no. during Business Hours: _____ AC: _____
 Telephone no. during Business Hours: _____ AC: _____

6. Project Description and Remarks: Describe in detail the proposed activity, its purpose, and intended use. Also indicate the geographic area of the watershed to be determined. Use attachments if needed.
 We would like to modify an existing ford in the Aux Sable Creek that runs thru our property. When we bought our 75 acres there was a gravel ford crossing thru the Aux Sable Creek to get farm tractors across. We are building our house across creek so we need to raise the ford. We took 12" rock out of original ford, placed 18" III culvert pipes on it and put original 3' rock back on culverts. We then found out we couldn't modify existing ford without a permit from you. The culverts do not restrict any

7. Name, address, and telephone numbers of all adjoining and potentially affected property owners, including the owner of the subject property, if different from applicant.
Ron & Patti Bleuer

Cont. page

8. Location of activity: Aux Sable Creek
 Name of waterway or location of activity: 14 10 35 81 100
 14 10 35 81 100
 14 SW TW EPR FM
McKenna Road
 Street, road, or other descriptive location
Minooka
 In or near city or town Minooka
 Name of Local Governing Community
Iowa 11 50247
 County State Zip Code

9. Date activity is proposed to commence AS SOON AS POSSIBLE Estimated Time of Construction 1 day

10. Is any portion of the activity for which authorization is sought now complete? Yes No. If answer is "Yes" give reasons in item 6.
 Month and Year the activity was complete: April 1998 Indicate the existing work on drawings.

11. Local approvals or certifications required by other federal, interstate, state, or local agencies for any structures, construction, or changes or poles, or other activities described in this application. If the form is being used for concurrent application to the Corps of Engineers, Division Department of Natural Resources, and Illinois Environmental Protection Agency, then agencies need not be listed.

Agency Name	Type Approval	Identification No.	Date of Application	Status of Approval
Pendall County Building and zoning Department	Building Permit	814907	April, 1998	Pending

12. Has any agency denied approval of the activity described herein or of any activity directly related to the activity described herein? Yes No. If "Yes" explain in item 6.

13. Applicant's Name: _____
 Signature of Applicant or Authorized Agent: _____
 Title of Applicant or Authorized Agent: _____

Page 2 of 5

water flow at all and actually improve flow because the water doesn't have to filter through 3" rock, it goes directly through the culverts. If the water gets very high it can flow right over the top of the culverts. There has always been a crossing there so we have not disturbed any vegetation.

Drawings on page 3

1- Original gravel crossing, side view

2-Original gravel crossing, top view

3-Proposed ford crossing, top view

4-Proposed ford crossing, side view

High water level- 574.50

Low water level- 572.66

If you have any questions please call.

Thank You,

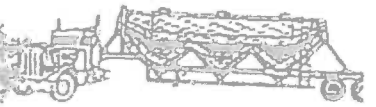
Elyse Antos

Page 3 of 5



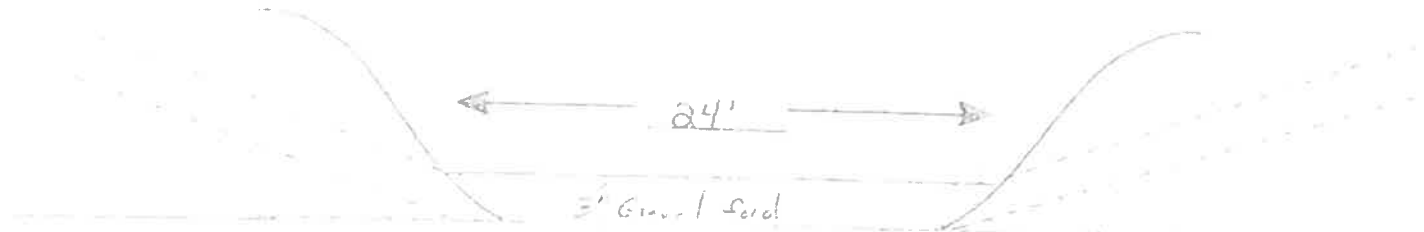
ANTOS & SONS TRUCKING, INC.

Pager
Phone
Fax

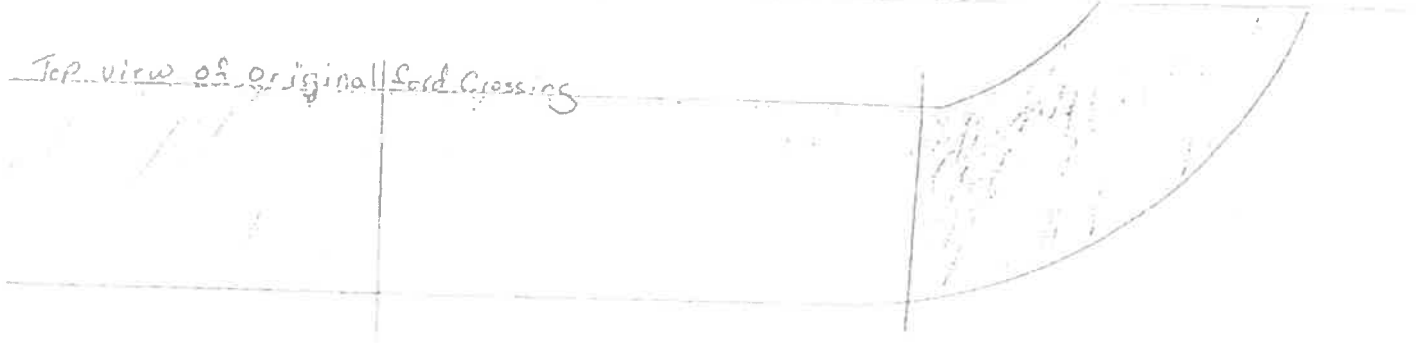


5/27/98

Original Form 10/19/97 and Tractor crossing
Original Ford Crossing Grade - Shown on Survey File NO. 8159
Top of Ford crossing is Survey 573.40



Top view of original Ford Crossing



Top of Proposed Ford Crossing



21" x 8' wide concrete pipe 2 wide x 12 pipes



1/4" Abourment
by Springs Piers

574.50

61" ID concrete pipes



Eric C. Weis
State's Attorney



Office of the
State's Attorney
Kendall County, Illinois

Kendall County Courthouse
807 W. John St.
Yorkville, IL 60560

(630) 553-4157
Fax (630) 553-4204

VIA U.S. MAIL

December 15, 2017

Mark Antos
13360 McKanna Road
Minooka, Illinois 60447

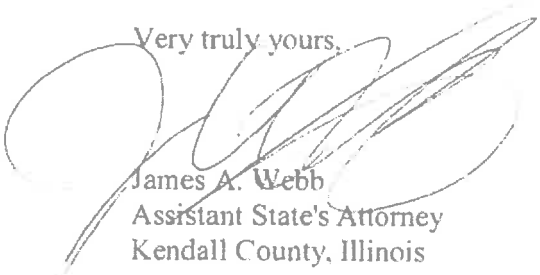
RE: Notice of Violation – 13360 McKanna Road, Minooka, Illinois 60447

Dear Mr. Antos:

As you know, the Kendall County Planning, Building and Zoning Department ("PBZ") has on numerous occasions notified you about violations existing on the above-referenced property. You have failed to comply with the requirements of the Kendall County's Floodplain Ordinance and the Illinois Rivers, Lakes, and Streams Act in that your culvert crossing of Aux Sable Creek has increased flood heights and threatens public health and safety. At the present time, this violation continues to exist on your property despite repeated requests from the PBZ and the State of Illinois for the crossing's removal.

Because you have not corrected this violation, PBZ requested the Kendall County State's Attorney's Office prosecute you for this violation. Before commencing legal proceedings, we are giving you thirty (30) days from the date of this letter to correct the violation. PBZ will conduct a site visit after thirty (30) days to confirm compliance. If the culvert crossing has not been removed, we will begin legal proceedings against you. Should you have any question in this matter, please contact Brian Holdiman, Code Compliance Officer, PBZ at (630) 553-4141.

Very truly yours,



James A. Webb
Assistant State's Attorney
Kendall County, Illinois

cc: Brian Holdiman, PBZ

RECEIVED

APR 02 2018

KENDALL COUNTY
PLANNING, BUILDING
& ZONING

March 29, 2018

To: Kendall County Planning, Building & Zoning Department

RE: Bridge project at 13360 McKanna Road

I met with your zoning committee on November 13, 2017, regarding my neighbors concerns on my crossing at 13360 McKanna Rd., and the time line of the bridge build. No neighbors were present at this meeting to state any concerns. I explained to the committee at the time, because winter was starting it was imposible for me to pour a bridge deck with freezing and snowing weather conditions. I explained to the committee that it would have to be late spring or early summer after the temperatures stopped dropping below freezing and I could move dirt & clay, not mud, to shape and plant grass seed on the slopes and areas disturbed by the bridge project.

The attached letter came to me by Kendall County Officer and certified mail, stating you met on March 12th and want me to remove the crossing and have the bride completed by May 1st. We just received reports of snow warning of 4 to 6 inches, and overnight temperatures in the low 20's. I've been working day and night to pay for this project. I unfortunately cannot attend all your meetings to give you updates because of my work schedule.

I have already spent \$35,000.00 in paper work alone that involves, engineering drawings, plan reviews and permit fees. I also have spent thousands in Expoy coated rebar (corrosion resistant rebar), decay resistant lumber, and concrete etc. so this bridge is not only built to code, but will be safe and stand for future generations of my family. I would also like to complete this project so my disabled father will have access to my house, as well as put my neighbors concerns to rest.

The present crossing has been there for 19 years. This bridge project has been a long time in the making and we finally have all the approvals to improve the creek crossing and to make it safe and better for the creek and the flooding conditions. I ask you to please give me until the end of spring or beginning of summer to complete the project. A couple more months will make for a better job to move and shape dry dirt, pour concrete and have it properly cure.

Most bridges in Kendall County are paid for by the state or taxpayers, I am the only tax-paying citizen paying for this improvement project, in order to be a good neighbor and improve the current conditions for all. So please don't make me play beat the clock, like I explained at the November 13th meeting which all the committee members listened and accepted, that I would have this completed by late spring, early summer or sooner.

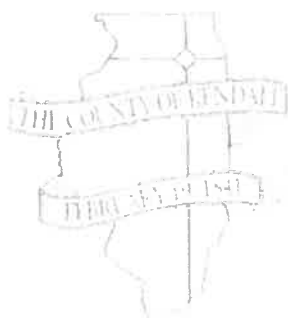
I thank you for your consideration. Please contact me at [REDACTED] with any further question or if you need me to address the committee at a future meeting.

Thank you again,

 (KA)

Mark Antos

Messerschmidt Co. Kendall, IL



PLANNING, BUILDING & ZONING DEPARTMENT

March 20, 2018

Mark J. Antos
13360 McKanna Rd
Minooka, IL. 60447

Mark,

The Kendall County Planning, Building and Zoning Committee met on March 12, 2018. They decided to hold on any enforcement of compliance of your bridge if it is completed by May 1, 2018.

Please respond to this letter via email or return letter that weather permitting, your bridge will be complete and the low water crossing removed by May 1, 2018.

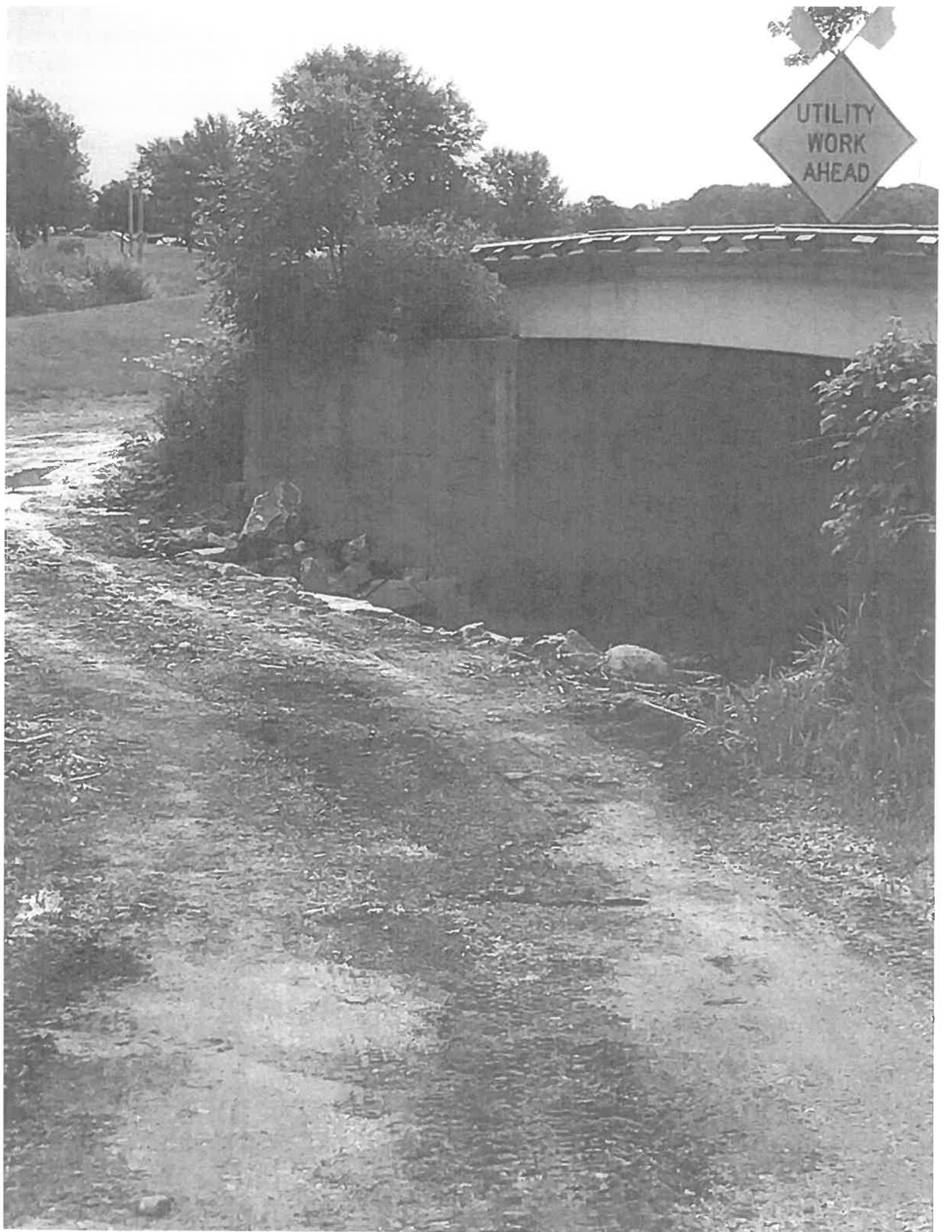
Thank you in advance.

Kendall County Planning, Building & Zoning Department

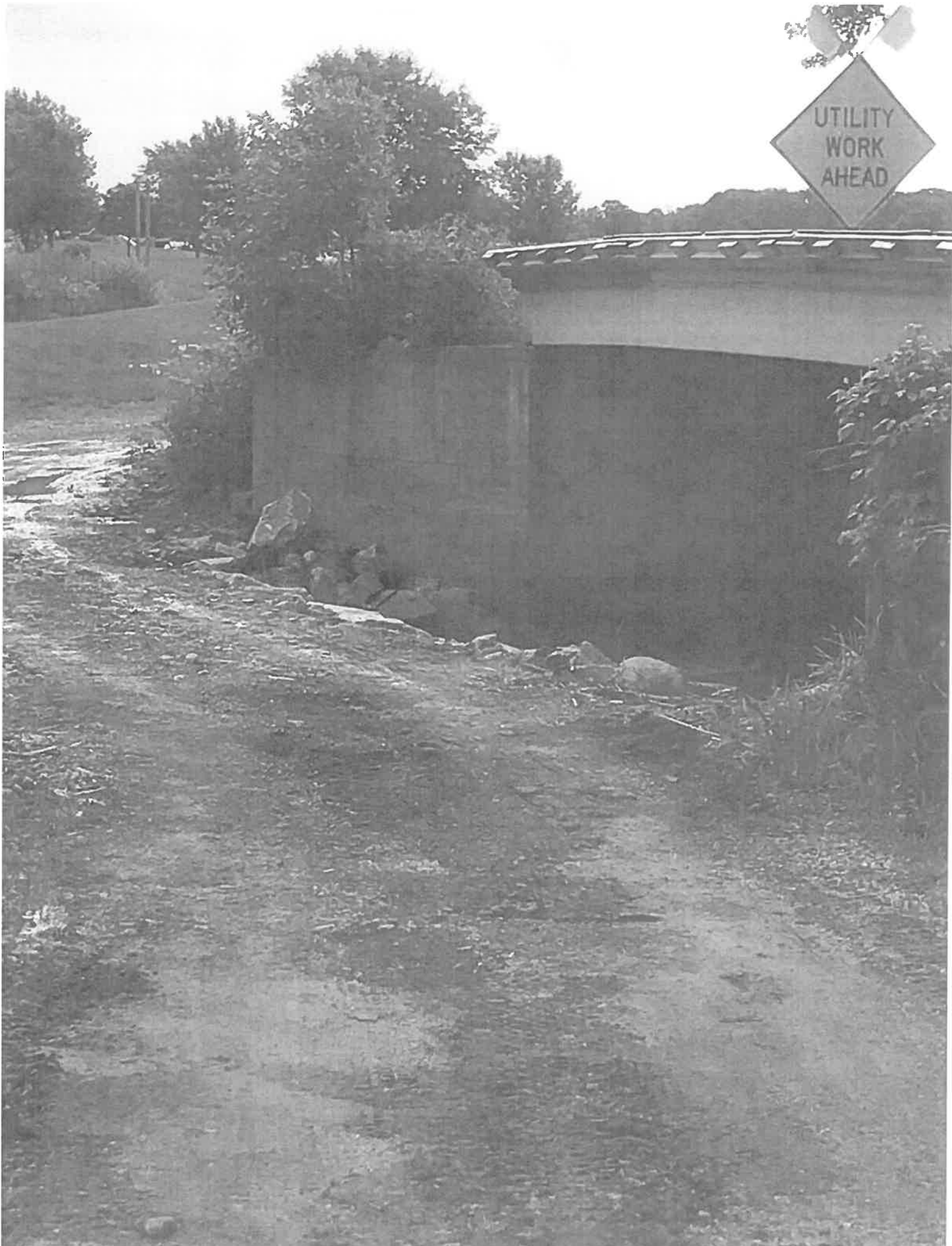
A black and white photograph showing a dirt road leading to a large, two-story house with a cupola. In the foreground, a sign on a post reads "NO TRESPASSING VIOLATORS WILL BE PROSECUTED". The sign is partially obscured by a large rock and some vegetation. The house is surrounded by trees and tall grasses.

NO
TRESPASSING
VIOLATORS
WILL BE
PROSECUTED

UTILITY
WORK
AHEAD



UTILITY
WORK
AHEAD



UTILITY
WORK
AHEAD





UTILITY
WORK
AHEAD



Appendix B:
Fee Based Pricing Proposal

HORTON

Provide desired contract length and Proposer compensation for broker services.

Service Categories	Compensation Structure
<p>Services include Strategic Planning and Market Insight Capabilities; Financial & Benefit Analytics; Planned On-Site Meetings, Human Resource Services & Employee Assistance; Human Resource Communications & Administration, Compliance Oversight; Workplace Wellness</p> <p>Lines of Coverage</p> <ul style="list-style-type: none"> • Medical & Rx • Dental • Life • New programs if adopted (voluntary, retiree, etc.) <p>Services</p> <ul style="list-style-type: none"> • Horton Wellness Advisory Solutions 	<p>\$3,350 per month billed monthly (for two years, in lieu of standard carrier commissions)</p> <p>-----</p> <p>Standard carrier commissions apply and are fully disclosed</p> <p>-----</p> <p>Included</p>
Strategic Planning & Market Insight Capabilities	Included
<p>Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Board Room for intermediate and long-term planning in the following areas:</p> <ul style="list-style-type: none"> • Benefit Philosophy Development • Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts • Market Trends and Forecasting • Benchmarking Analytics: Benefit Design, Cost Sharing & Claims • Cost Containment Strategies • Contribution Modeling & Cost Share Strategies • CBA Support/ Preparation • Quarterly Committee Meeting • Eligibility Management: Working Spouse Carve-Out Provision, Medicaid, COBRA Eligible Outplacement & Eligibility Audits • Private Health Insurance Exchange Options • High Deductible Health Plan (HDHP) Strategies, including Transparency Tools • Voluntary Worksite Benefit Strategies, including HDHP Gap Planning • Worksite Wellness / Safety Programs • Alternate Funding Techniques (Self-Funding & Captives) • Alternative Networks (Narrow Networks) • Pharmacy Strategies 	<p><i>Our initial discovery is an assessment of Kendall County's existing plan performance and working with the leadership team to establish a 3-5 year outlook/strategy.</i></p>

Financial & Benefit Analytics	Included
<p>Report Plan Performance – Quarterly Aggregate Reporting</p> <ul style="list-style-type: none"> • Report is delivered by the 25th – 30th of each month, e.g., March month-end is delivered between April 25th – April 30th. • Overall Plan Performance • Plan Costs vs. Expected vs. Maximum (per capita) • Industry or carrier benchmarks (where available) • Key Performance Indicators • High-Cost Claimants <p>Ongoing Assessment & Reporting Capabilities</p> <ul style="list-style-type: none"> • Review Benefit Plan Strategy • Executive Healthcare Summary – (Provided 2x Per Year) • Plan Performance & Financial Benchmarking • Big Data Analysis - Decision Master Warehouse or Carrier Equivalent • Mid-Year Renewal Forecast • Plan Design Benchmarking and Analytics • Renewal Forecasting and Suggested Plan Alternatives, e.g., plan design, employee cost sharing, product, carrier, network • Provider Network Utilization - Discount Analysis • Contribution Modeling and ACA Compliance • Medical Utilization Containment Strategies • Rx Utilization and Containment Strategies • PBM Carve Out and Supplement Analysis • Shock Claim Review • Actuarial Evaluation of Plan Designs using HHS AV Calculator (1x Per Year) 	
Planned On-Site Meetings	Included
<p>Initial Discovery Meetings</p> <ul style="list-style-type: none"> • Our initial discovery is an assessment of The Kendall County’s existing plan performance and working with the leadership team to establish a Benefit Philosophy, including a 3-5 year outlook/strategy. <p>=====</p> <p>After Q1 – Plan Performance & Post Renewal Results</p> <p>After Q2 – Plan Performance & Pre-Renewal Strategy Meeting</p> <p>After Q3 – Plan Performance & Renewal Meeting</p> <ul style="list-style-type: none"> • Prepare RFPs to Analyze and Compare Market • Negotiate Renewals and Market Pricing with Carriers/Vendors • Present Findings and Market Analysis • Contribution Cost Share Modeling <p>After Q4 - Plan Year End</p>	

<ul style="list-style-type: none"> • Executive Healthcare Cost Analysis - year-end closeout showing plan performance plus <ul style="list-style-type: none"> • Big Data Analysis - Decision Master Warehouse Report: Medical & Rx • Demographic Review • Plan Costs vs. Expected vs. Maximum (per capita) • Industry or carrier benchmarks (where available) • Plan administrative costs (percapita) • High-cost claimants • Utilization by service type (professional, in-patient, out-patient, pharmacy and specialty pharmacy) • Office visits per thousand • Emergency room visits per thousand and cost • Medical diagnostic categories • Top 10 pharmacy charges • RX review – generic, mail order, specialty drug usage • Year-end summary of plan and contribution changes • Year-end summary of member migration and analysis of cost impact • Utilization Containment Strategies • ThinkHR Utilization Report <p>Wellness Screening Reports (If Applicable)</p> <ul style="list-style-type: none"> • Wellness Screening Summary and Forecast • Horton Health Initiatives Integration Report 	
Additional Services – Financial	Not Included
<p>Third Party Services if needed</p> <ul style="list-style-type: none"> • Actuarial Services (Beyond HHS AV Calculator Evaluation) • Subrogation Services • Claim Audits 	<i>Additional cost is directly from the selected vendors</i>
Human Resource Services & Employee Assistance	Included
<p><u>Eligibility Management Assistance</u></p> <ul style="list-style-type: none"> • Determining Full-Time Status • Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility • Documentation Requirements • Contribution Strategies <p><u>Employer Services:</u></p> <p>Claims, Billing, Eligibility Assistance and Benefit Education & Communication</p> <ul style="list-style-type: none"> • <u>Designated</u> Horton Employee Claims Advocate for Kendall County • Healthcare Literacy • Benefit Alerts 	

<ul style="list-style-type: none"> • Compliance – Legislative Alerts • Horton Health Initiatives Newsletter <p>HR Benefits Portal – ThinkHR Hotline for questions 8 am – 7 pm CST</p> <ul style="list-style-type: none"> • Train the Trainer Seminars • HR-related articles • Access to a community of HR Professionals <p>Horton Learning Center</p> <ul style="list-style-type: none"> • Employee Focused “Know Your Benefits” and “Consumerism” Education • Webcast & On-site Enrollment Meetings • Custom Employee Compensation / Benefit Statements • Assurex Global / HortonWebinars • Horton Future Forum Seminars 	
<p>Human Resource Communications & Administration</p>	<p>Included</p>
<p><u>Employee Benefit Communications and Services:</u></p> <ul style="list-style-type: none"> • Webcast & On-Site Open Enrollment Meetings • Custom PowerPoint Presentations • Benefit Summary Guide Design • Custom Employee Compensation Benefit Statements • Video Benefit Tutorials & Video Benefit Library • Online Benefit Administration Portal – Employee Navigator <p><i>On-site Open Enrollment Meetings will be discussed and agreed to in advance no later than the Q3 renewal meeting to accommodate 4th quarter scheduling.</i></p>	
<p>Compliance Oversight</p>	<p>Included</p>
<p>Help Kendall County with the following compliance items:</p> <ul style="list-style-type: none"> • Model Notices (such as Medicare Part D Credible Coverage, CHIPRA, etc.) • FSA / H.S.A. Programs • Section 125 (Pre-Tax) • Affordable Care Act (ACA) • Employer Mandate - 1095 and 1094 Reporting • Plan Document and Group Policy/SPD/Certificate Review • SPD Wrap Document (outside service) • Agency Engagement in Health Care Legislation on State and Federal Level • FMLA • PCORI Tax Calculation and filing instructions • Reinsurance Tax Calculation and filing instructions • HIPAA & HIPAA Privacy • COBRA Administration (outside service) 	<p><i>Additional costs from selected vendor(s), providing an F.S.A., or H.S.A. Bank are not included.</i></p>

Workplace Wellness	Included
<p>Initial Workplace Wellness Assessment</p> <p>Define Key Objectives & By-laws</p> <ul style="list-style-type: none"> • Three Year Strategic Plan Timeline • Incentive Contribution Modeling • Organize and Initiate Wellness Committee • Health Improvement Incentive Options • Employee Wellness Communication: Materials and Meetings <p>Help Implement The Fundamentals</p> <ul style="list-style-type: none"> • Health Assessment • Health Management Education • Engage Activities • Develop Incentives and Rewards <p>Wellness Screening Reports</p> <ul style="list-style-type: none"> • Wellness Screening Summary and Forecast • Horton Health Initiatives Integration Report 	
Additional Services – Wellness	Included
<p>Help Schedule and Organize:</p> <p>Health and Wellness Related Programs:</p> <ul style="list-style-type: none"> • Biometric Screenings • Flu Shots (these costs vary by participation but can be paid by the plan) • BMI / Tanita Scale Readings • Stroke Screening • Learn at Lunch Seminars • Health Coaching • Nurse Hot Line • Doctor On Site • EAP Services 	<p><i>Any additional costs are directly from the selected vendor(s) for their services. For example, a screening vendor will bill Kendall County directly for these negotiated services.</i></p>
Additional Expertise Available Through Horton	Included
<p>WORKSITE - Voluntary Benefits</p> <p>The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability, supplemental vision, dental and high deductible health plan gap plans including, critical illness and accident insurance.</p>	<p><i>Standard carrier commissions apply</i></p>

<p>Personal Lines</p> <p>Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net-worth individuals.</p>	<p><i>Standard carrier commissions apply</i></p>
<p>Property & Casualty / Risk Management Services</p> <p>Horton Risk Management Services provides property, general liability, automobile, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.</p>	<p><i>Negotiated fees or standard carrier commissions apply</i></p>
<p>Safety Consulting and Loss Control</p> <p>From employee orientation and training to job site inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation.</p>	<p><i>Negotiated fees – typically an hourly billed rate</i></p>
<p>Financial Wellness</p> <p>By partnering with HPM Partners, Horton has deepened our resources to include ERISA expertise and can assist organizations with their retirement services to maximize the organization's fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees. There are three key pillars to our service platform: Fiduciary Oversight, Investment Advisory, Financial Wellness Coaching & Ongoing Plan Review.</p>	<p><i>Negotiated fees or standard vendor basis points apply</i></p>

Fee Agreement

This Agreement is made this 19th day of June, 2018, between KENDALL COUNTY, ILLINOIS, a unit of local government with its principal office located at 111 West Fox Street Yorkville, IL 60560 hereinafter referred to as the "Client", and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as "Horton".

WHEREAS, Horton, together with its affiliated entities who are doing business as Horton (its "Affiliates"), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located through the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, the Client desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement. A comprehensive list of these services is attached to this Agreement as **Appendix B: Fee Based Pricing Proposal** which is incorporated by reference herein and is consistent with the proposed scope of services in Horton's response to the Client's Request for Qualifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of July 1, 2018, and shall remain in effect until July 1, 2020 unless earlier terminated as hereinafter provided.
2. Complete fee structure by insurance policy and service category is illustrated in the attached Fee-Based Pricing Proposal, which is attached to Appendix B and incorporated by reference herein (the "Fee"). The Fee shall be compensation for the services performed by Horton in the attached Fee-Based Pricing Proposal.

The Brokerage Services monthly fee set forth in Appendix B shall be earned and paid on a monthly basis in which services are performed by Horton. Horton will issue an invoice to Client on, before, or around the 1st of each month under the Agreement starting on July 1, 2018. Payment shall be made by Client in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Furthermore, to start this engagement, Horton will assist the Client as the Client reconciles its existing compensation agreements with its previous broker, CBIZ. Prior to execution of this Agreement, CBIZ was receiving commissions from the Client's various insurance carriers that will need to be offset under this Agreement. Horton will lead this compensation reconciliation effort in conjunction with the Client."

3. The Fee is in lieu of standard agent commissions normally paid to Horton by the Medical/RX, Dental and Core Life/AD&D insurance carriers involved.

Should Client add additional voluntary, supplemental, retiree programs, or the like, the Fee would be in addition to standard agent commissions normally paid to Horton by the related insurance carriers.

Horton may receive additional compensation from the insurance companies or vendors, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, Horton is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.

Fee Agreement

4. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. It is understood that this Agreement is open to review at any time by either party, but this Agreement may not be modified except in writing acknowledged by both Client and Horton. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. Either party may terminate this Agreement at any time by providing at least ninety (90) calendar days advance written notice to the other party. In the event this Agreement is terminated early by either party, all unearned amounts of the Fee previously paid to Horton will be refunded to the Client based on a pro rata calculation on the effective date of termination. So, for example, if Client paid the first 90 days of the Fee, and Client terminated the Agreement on the 76th day after the parties' execution of the Agreement, Horton would refund to Client the pro rata share of its unearned Fee, which would be the equivalent of 15 days of the Fee.
5. This Agreement covers only those specifically listed services set forth in Appendix B and the Client's current level of underlying operations. In the event the Client increases or alters its operations in such a way that substantially and materially expands the scope of services set forth in Appendix B, any extra fees for such additional services requested or required by the Client shall be separately negotiated and must be pre-approved in writing by the Client.
6. (a)
 - i. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions, which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
 - ii. Horton shall indemnify, hold harmless and defend with counsel of Client's own choosing, Client, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature to the extent such claims result from the professional negligence of Horton and/or Horton's Affiliates. Nothing contained herein shall be construed as prohibiting the Releasees at its own expense from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees unless the attorney has been approved by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Horton's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason

Fee Agreement

of this indemnification provision. Indemnification shall survive the termination of this Agreement.

- iii. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Client is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Client is required to use the services of an attorney, then Client shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Client pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
 - iv. Client and/or Horton's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
 - v. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or courier service and received in the case of notice to Client, Attention: Kendall County Clerk, 111 W. Fox Street, Yorkville, Illinois 60560, with a copy sent via regular mail to Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560. And, in the case of Horton, to: BFKPN Corporate Services, Inc., 200 W. Madison St. Suite 3900, Chicago, Illinois 60606, with a copy sent vial regular mail to: Glenn M. Horton, The Horton Group, Inc., 10320 Orland Parkway, Orland Park, Illinois 60467.
- (b)
- i. Horton and its Affiliates agree to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required to conduct business in the state, municipality, county and location.
 - ii. Horton, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
 - iii. Horton certifies that Horton, its parent companies, subsidiaries, and Affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Horton further certifies by signing the Agreement that Horton, its parent companies, subsidiaries, and Affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting

Fee Agreement

to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Horton made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

- iv. Both parties affirm that Client's elected officials do not have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, or, if any of Client's elected officials do have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

KENDALL COUNTY

THE HORTON GROUP, INC.

By: _____

By: *Kenneth Olson*

Name: _____

Name: Kenneth Olson

Its: _____

Its: Division President

Date: _____

Date: June 12, 2018

The Horton Group is an Equal Employment Opportunity Employer