THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON at CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI

WITH THE AVAILABLITY TO ATTEND VIRTUALLY

Please contact the Clerk's office if you require accommodations to attend the meeting.
To join the meeting from your computer, tablet or smartphone:
https://global.gotomeeting.com/join/157254717
Or dial in using your phone.
United States (Toll Free): 1-877-309-2073

Access Code: 157-254-717

ASHLAND CITY COUNCIL MEETING
Tuesday, September 14, 2021 – 5:30 PM
**** AMENDED AGENDA****

Please silence all cell phones during the meeting

1. **CALL TO ORDER**
   - **A. Roll Call, Moment of Silence and Pledge of Allegiance**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF MINUTES**
   - **A.** August 31, 2021 City Council and Committee of the Whole Meeting Minutes
4. **CITIZEN PARTICIPATION PERIOD**
5. **MAYOR'S REPORT**
   - **A. Announcements**
6. **CONSENT AGENDA**
   - **A. Miscellaneous Meeting Minutes**
7. **OLD BUSINESS**
   - **A. Approve to Enter into a Contract with M3 Insurance Solutions as the Broker of Record for Employee Benefits, and for the Human Resources Director to Enter into Negotiations for Employee Health Insurance Benefits** *(Human Resources)* Roll
8. **NEW BUSINESS**

A. **Approve a Resolution to Postpone Filling Ward 4 Council Vacancy until After the City of Ashland Redistricting Process due to the 2020 Census** *(Clerk)* Roll

B. **Approve Wisconsin Main Street Communities Agreement between the Wisconsin Economic Development Corporation and Ashland Main Street** *(Planning)* Roll

C. **Approve a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Environmental Improvement Fund for the 2022 Sanitary Sewer Rehabilitation & Replacement Project** *(Public Works)* Roll

D. **Approve an Authorizing Resolution for Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs** *(Parks & Recreation)* Roll

E. **Approve Change Order No. 1 to Northern Interstate Construction for the 2021 Waterfront Access Road Project** *(Public Works)* Roll

9. ADJOURNMENT

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

THE CITY OF ASHLAND IS RETURNING TO CONDUCTING THEIR MEETINGS IN PERSON

WITH THE AVAILABLITY TO ATTEND VIRTUALLY

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To join the meeting from your computer, tablet or smartphone:
https://global.gotomeeting.com/join/286115293

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United States (Toll Free): 1-866-899-4679

Access Code: 286-115-293

ASHLAND CITY COUNCIL MEETING MINUTES
Tuesday, August 31, 2021 – 5:30 PM
Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, August 31, 2021 Ashland City Council meeting was called to order by Mayor Debra Lewis, virtually via GoTo Meetings at 5:30 p.m.

A. Roll Call, Moment of Silence and Pledge of Allegiance

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

PRESENT: Kevin Seefeldt, Laura Graf, Sarah Jackson, Anne Whiting, Ana Tochterman, Eric Lindell, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorneys Tyler Wickman and Max Lindsey, Public Works Director John Butler, Planning Director Megan McBride, Finance Director Julie Vaillancourt, Police Chief Willis Hagstrom, Library Director Sarah Adams, Human Resources Director Jennifer Boulley, Main Street Manager Jaclynn Findlay, and other concerned citizens.

2. APPROVAL OF AGENDA

Lindell moved, seconded by to approve the agenda as presented. The motion passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. August 10, 2021 City Council and Committee of the Whole Meeting Minutes

Pufall moved, seconded by Haas to approve the minutes. The motion passed unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

Kim Brye, 2506 Maple Lane spoke of the proposed sand pit and concerns regarding increased traffic and potential decrease in property value.

Amy Sprague expressed her concern of the availability of limited long and short term housing in the City.

Zygmund Jablonski Jr, 916 6th Avenue West questioned the recommendation of final payment to A to Z Plumbing & Heating, and the Closed Session item.

David McCabe, 1721 3rd Street West operates Ashland Construction and spoke of concerns of the supply and demand of sand if the proposed sand pit is approved.

Jeanne Olbekson, Ashland resident, had concerns of decisions made regarding 6th Street West, the recent LSL contract, proposed police facility, and the placement of the proposed homeless shelter.

5. MAYOR'S REPORT

A. Announcements

There will be a Policing Task Force public forum held at the Vaughn Public Library on September 9,2021 beginning at 10:00 am, and a Homeless Shelter discussion on September 16, 2021 beginning at 6:30 pm. The Mayor thanked Council for their participation and attending during the Strategic Planning Retreat on August 26 and 27, 2021, and passed along a reminder that schools are back in session. Finally, she announced receipt of the resignation from Ward 4 Councilor Anne Whiting, due to very recent family reasons.

6. CONSENT AGENDA

A. Approve a Schedule of Appointment of Agent Application for Kwik Trip #110, 1814 Lake Shore Drive West, Ashland, WI, Applicant Brenda Herlevi *(Clerk)*

B. Miscellaneous Meeting Minutes

Haas moved, seconded by Lindell to approve the Consent Agenda. The motion passed unanimously by voice vote.

7. NEW BUSINESS

A. **Approve a Resolution to Amend the 2020 General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, and Internal Service Funds Per Wis. State Statute 65.90(5)(a)** *(Finance)* Roll

   Moore moved, seconded by Haas to approve the resolution. The motion passed unanimously by roll call vote.

B. **Approve to Apply for Loan as a Pass Through for Ashland Area Development Corporation Solar Array Installation** *(Finance/Planning)* Voice

   Tochterman moved, seconded by Moore to approve. The motion passed unanimously by voice vote.

C. **Approve to Accept Wisconsin Humanities Recovery Grant** *(Library Director)* Voice

   Haas moved, seconded by Lindell to approve. The motion passed unanimously by voice vote.

D. **Approve a Resolution by the Common Council for the City of Ashland, Wisconsin, Authorizing the Renewal of the Annual School Resource Officer (SRO) Agreement with the School District of Ashland for the 2021-2022 School Year** *(Police Chief)* Roll

   Lindell moved, seconded by Ortman to approve the resolution. Tochterman moved, seconded by Moore to offer a friendly amendment to the resolution to include the side letter to be approved. The motion to approve the resolution passed unanimously by roll call vote.

E. **Discussion and Possible Action on Final Payment to A to Z Plumbing & Heating for the Bretting Community Center HVAC Replacement Project** *(City Administrator)* Roll

   Ortman moved, seconded by Moore to approve to make final payment to A to Z Plumbing & Heating Inc for the amount of $10,094.00. The motion passed unanimously by roll call vote.

F. **Approve a Development Agreement with Lumi Norr Properties, LLC for a TID #10 Development Incentive to Support Buildout of a Commercial Kitchen and Pasty Shop at 417 Main Street West, Ashland** *(Planning)* Roll

   Lindell moved, seconded by Haas to approve the development agreement. The motion passed unanimously by roll call vote.

G. **Approve a Resolution to Approve a Request for a Conditional Use Permit (CUP) to Operate a Nonmetallic Mine (Sand Pit) on Parcel #201-04924-0000. Applicant: Ashland Sand & Gravel Properties, LLC** *(Planning)* Roll

   Ortman moved, seconded by Liz to approve the resolution. After much discussion, Haas moved to call the question. This motion was seconded by Ortman, and was approved 10-1 by voice vote. The motion to approve the resolution passed 6-5 by roll call vote; opposed were Tochterman, Lindell, Pufall, Seefeldt, and Jackson.

H. **Approve the Sidewalk Special Assessment Policy** *(Public Works)* Roll

   Jackson moved, seconded by Lindell to approve the policy. The motion passed 9-2 by roll call vote; opposed were Ortman and Franek.

8. CLOSED SESSION

A. **Closed Session pursuant to sec.19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation."** *(City Attorney)(Notice of Claim(s) Jablonski)* Roll

Lindell moved, seconded by Haas to enter into Closed Session. The motion passed unanimously by roll call vote.

B. **Return to Open Session** *(Voice)*

Lindell moved, seconded by Ortman to return to Open Session. The motion passed unanimously by voice vote.

C. **Report of Action Taken During Closed Session**

Mayor Lewis reported that Council voted and approved to extend the meeting beyond 8:30 p.m. to address one item on the Committee of the Whole agenda.

Lindell moved, seconded by Graf to deny all claimed made by Zygmund Jablonski Jr and A to Z Plumbing & Heating Inc against the Cityof Ashland since June 30, 2021. This motion passed unanimously by roll call vote.

9. ADJOURNMENT

Lindell moved, seconded by Moore to adjourn This motion passed unanimously by roll call vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **August 31, 2021** immediately following the City Council meeting which begins at **5:30 PM** in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

   The Tuesday, August 31, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 8:35 PM via GoTo Meetings.

   Roll Call: Kevin Seefeldt, Laura Graf, Sarah Jackson, Anne Whiting, Ana Tochterman, Eric Lindell, Kevin Haas, Charlie Ortman, Elizabeth Franek, Dick Pufall, Jackie Moore

   Absent: None

   Also Present: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Human Resources Director Jennifer Boulley, and other concerned citizens.

2. Council President's Report

   Removed from the Agenda

3. Administrator's Report

   Removed from the Agenda

4. Approval of Agenda

   Lindell moved, seconded by Moore to approve the amended agenda to address only Item 6A as determined by Council due to time constraints. The motion carried unanimously by voice vote.

5. Committee Updates

   Removed from the Agenda

6. Discussion Items

   A. Discussion and Possible Action Regarding Entering Contracting with a Broker of

Record for Employee Benefits, and for the Human Resources Director to Enter into Negotiations for Employee Health Insurance Benefits (Human Resources)

Presentations were given by Great Lakes Insurance Agency and M3 Insurance Solutions. Moore moved, seconded by Jackson to approve M3 Insurance Solutions as Broker of Record for employee health benefits for the City of Ashland, and continue with Great Lakes Insurance Agency for other coverages except property. After thorough discussion, Moore called the question, seconded by Tochterman, and was approved by voice vote. The motion to approve as recommended and move the item to the September 14, 2021 City Council meeting passed by voice vote; opposed were Graf, Pufall, and Ortman.

B. Discussion and Possible Action Regarding a Possible Referendum Asking Voter Opinion on the Legalization of Marijuana *(Councilor Lindell)*

Removed from the Agenda

7. Adjournment

Moore moved, seconded by Lindell to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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THE ASHLAND ORE DOCK CHARITABE TRUST
BOARD OF TRUSTEES MEETING MINUTES

Wednesday June 16 8:30 AM (CDT)
Ashland City Hall Council Chambers*
601 Main St West
Ashland, WI 54806

I. Call to order.

a. Roll Call.
   a. Excused: Lewis, George, Monroe
   b. Accepted: Rivard, LaPean, Pufall, Ronning, Beirl, Hudson, Butler, McBride
b. Agenda discussion / modification/approval
   a. Approval of agenda with no modifications by Ronning, LaPean. All in favor.
c. Approval of Minutes – April 21, 2021 Minutes
   a. Pufall, LaPean. All in favor

II. **Citizens wishing to address the board on agenda items.**

No one present

III. Financial Updates

i. President Beirl gave a much abbreviated financial update, with all financial investments totaling $2,841,000.
   1. Motion by Rivard, second by Ronning. All in favor to accept abbreviated financial report

IV. Project Updates

a. Hudson reviewed the project updates from the memo.
   i. Phase 1: Overlook
      1. Three new benches constructed by Guard Manufacturing (Washburn High School Construction and Fabrication Class) will be put on the Oredock by the end of July (please see attached photo). The City has purchased reclaimed timbers from Crossroads Outreach and Lakewood Designs for future park amenities. Lights for the lights towers have also been purchased and City Staff is waiting on a call back an electrician for an estimate. The Ore chute Donor Wall is also under way. An exoskeleton for the chute is in the process of being designed.

   ii. Phase 1: Diamond Access
      1. The City of Ashland has applied for a DNR Recreation Trails Project (RTP) Grant for this part of the project instead of a LWCF grant. DNR staff suggested this funding change. The funding would be used to redo the Waterfront trail from Willis to 9th Ave E and create pedestrian access to the end of the Oredock. Estimated funding to be $200K.

   iii. Phase 2: Stuntz Gateway/Connector
      1. John Butler, Public Works Director, will be present at the meeting to discuss the updates to the Stuntz Ave Connector as we are now calling this part of the project. Butler and

McBride have been working with a consultant on how to make the connection possible. The possible acquisition of a house along US Hwy 2 would allow safe sight lines and the reconnection of Stuntz.

V. **Business Items**

a. Continued Discussion on Ashland Oredock Maintenance Fund Creation

LaPean and Ronning both agreed that there needs to be a maintenance to assist in maintaining the Oredock. Butler has started a document that shows an estimate of the basics maintenance costs and also the larger long term maintenance costs. The Trust discussed how to go about creating this fund. Is it an RTP process, do we keep it local? Butler suggested asking Baker Tilly for ideas on how to create the fund and how to go about doing it. City Staff will reach out to Baker Tilly. Butler also stated that City Staff are seeking advice from the Trust as to how to spend the Trust dollars. Beirl stated how the Trust funds were historically invested. Hudson gave the Trustee some homework: based on the declaration of the Trust and the original concept plan what do they want to see as the next project phase and how much do they want to set aside to do it. McBride asked if the Trust has looked at hiring a firm to run a capital campaign. Trustee agreed that this is a good idea. Butler stated that the vision is important for the "ask", Rivard agreed. Butler stated Stuntz Ave reconstruction in 2023. Rivard and Ronning agreed that work on the Dock will help the capital campaign and trust in the Trust.

b. Discussion and Possible Action on Potential Property Acquisition for Stuntz Ave Connector

i. Beirl read the declaration of the trust which states funds can be used for development of the Oredock. Beirl stated that the community may approve or disapprove of this decision, they are very interested in what the Trust does with funds. Hudson agreed with Beirl that if it turns out great, people will approve it it does not the Trust may get criticized but she does feel that the connection of Stuntz is important to the community and visitors. The Trust is in favor of the City pursuing the venture. The Trust would like proposal at the next meeting. Pufall asked about other houses along Water St and possible acquisition, McBride commented that City has mad inquires with no avail.

c. Other Business

i. None

VI. Comments/Questions

a. None

VII. Next meeting date.

a. End of August/Early Sept.

IIX. Adjourn.

Motion by LaPean, Pufall. Meeting Adjourned at 9:27 am

** Masks will be required for meeting participants who are not fully vaccinated.*

SUBJECT: **Approve to Enter into a Contract with M3 Insurance Solutions as the Broker of Record for Employee Benefits, and for the Human Resources Director to Enter into Negotiations for Employee Health Insurance Benefits *(Human Resources)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Human Resources

CLEARANCES: City Administrator

EXHIBITS:

1. Benefit Broker RFP
2. Great Lakes Insurance Agency Proposal
3. M3 Insurance Solutions Inc Proposal
4. M3 Insurance Solutions Inc Proposal - Appendix

EXPENDITURES REQUIRED: TBD through 2022 Budgeting

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on August 2, 2021 that M3 Insurance Solutions, Inc. is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

On April 28, 2021 the City put out an Request for Proposal (RFP) regarding employee benefit insurance and property and casualty insurance for the City of Ashland. The City currently works with the Great Lakes Insurance Agency and have been for approximately 15 years. In order to secure the best services and benefits, explore additional expertise, and ensure regulatory compliance the City should put out an RFP on a periodic basis. We received 5 responses to the RFP from the following brokers:

- M3 Insurance Solutions Inc
- Great Lakes Insurance Agency
- Spectrum Insurance Group LLC
- Gallagher Benefit Services
- Cottingham & Butler Benefits & Risk Management Consulting

A selection committee was assembled consisting of the City Administrator, the City Clerk, the Public Works Administrative Manager, and the Human Resources Director. After the committee reviewed the proposals, three brokers were selected for a virtual interview; Great Lakes Agency, M3 Insurance, and Cottingham & Butler.

The Human Resources Director requested approval to negotiate with M3 Insurance Solutions, Inc. for employee benefits including medical insurance coverage.

This item was postponed to allow time to answer questions from Councilors, in the form of presentations from Great Lakes Insurance Agency and M3 Insurance Solution, Inc. The Council approved forwarding this item to the September 14, 2021 Council meeting for formal approval of a broker(s) of record for employee benefits.

4/28/2021

Insurance Broker Request for Proposal

RFP#: 2021-001

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin

601 Main Street West — Ashland, WI 54806 — www.coawi.org

Request for Proposal

RFP#: 2021-001

The City of Ashland is interested in seeking proposals from qualified brokerage firms or companies to provide broker services for the City. The City of Ashland, Wisconsin requests interested parties to submit proposals for the above referenced Request for Proposal.

Scope of Work

Overview The City of Ashland seeks qualified benefit brokers with demonstrated experienced in provided broker services as identified in the City's scope of work, which is attached, as Attachment A, and shall be incorporated into this RFP by this reference.

Due Date/Time

4:00 PM (CST) on Friday, May 14, 2021. The City of Ashland – Human Services Department must receive proposals no later than said date and time. Proposals received after such time will be returned unopened. Responses may be emailed to jboulley@coawi.org or can mailed or hand delivered to the City of Ashland, ATTN: Human Resources, 601 Main Street West, Ashland, WI 54806. Questions received after May 5, 2021 may not be answered.

Response Requirements & Format

All costs for developing proposals in response to this RFP are the obligation of the submitting Broker/Firm and are not chargeable to the City. All proposals and accompanying documentation will become property of the City and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the below listed City agent. Proposals cannot be withdrawn after the published close date.

Response Requirements

1. Executive Summary & Approach - Summarize your firm's qualifications and special expertise in performing the type of services identified in the City's scope of work. Include a conceptual plan to structure the City of Ashland's program (i.e., consolidation of packaging of policies, layering and financing techniques), a brief assessment of the current program, proposed alternative program, and rational for your proposed plan.
2. Pricing Methodology - Provide itemized price/fee schedule for the specifications proposed and for any variation of non-routine services, inclusive of Wisconsin State sales tax and any other applicable governmental charges. The proposal should include what services will be included in the basic fee, plus the methodology for determining the cost of additional or supplemental services. The City is seeking firm fixed, three-year term pricing for the initial term of its contract. Renewal options may be eligible for adjustment at the current CPI-W rate in effect at the time of renewal. If proposing an alternative pricing structure, your proposal must include evidence of price protection for the City over the expected three year term of the contract plus any agreed to extension.
3. Qualifications & Experience – Describe your firm's qualifications and staff experience in providing broker services similar to the City's needs as identified in its scope of work for this project. Include a summary of your firm's premium volume for the past three years by the following types of coverage:

    a. Employee Benefits (Health and Dental - others as identified by the City)
    b. Worker's Compensation
    c. General Liability
    d. Automobile Liability
    e. Property
    f. Excess Liability and all others
    g. Also, for the most recent year only for each of the above coverages, an indication of the number of policies the premium volume represents. If your firm is a branch or subsidiary office of a national or multi-office firm, the above information must be provided for the local office only. Include summary biographies (or resumes) of key staff to be assigned to perform this work. Describe their experience relative to this type of work along with their primary duties/roles proposed.
4. A list of references (including contact name and telephone number) of at least three (3) recent or current clients of which are open to allow the City of Ashland to contact them for an appraisal of the services they are receiving from your firm. List of governmental accounts comparable to the City of Ashland should be specifically included. The City reserves the right to contact references without prior notification.
5. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate place and date of incorporation.
6. The City requires 0on of the following:
    a. Electronic Copy, or
    b. Three (3) printed response copies, unbound
    c. Submissions must not exceed a total of 6 pages (please double side your pages) in length/content as identified above.
        i. Company sales literature and staff resumes shall be attached to the response as an Appendix and do not apply against page count. In keeping with the City's environmental sustainability efforts, do not bind your proposal, nor include binders, report covers or unrequested indexing/divider pages. If providing a paper copies, use of recycled content paper is preferred.
7. Please provide proof of your Wisconsin Business Registration that includes your seller's permit number.
    a. A statement indicating the number of calendar days your proposal shall be valid.

<u>Selection & Award</u>

All interested individuals are requested to provide a response containing all required elements herein to the City of Ashland at the stated address by the deadline given.

The City intends to enter into an agreement with the Broker/Firm who provides a proposal that, in the opinion of the City, best meets all of the below listed evaluation criteria (receives the highest score) as determined by the City's selection committee.

Evaluation Criteria	Weight
Approach & Understanding: Demonstrate comprehensive understanding of the City's needs with respect to the coverage types and ability to establish and market an insurance program for the City of the size and nature as described in the City's scope of work	30 points
Return on Investment: Describe in detail the types of services/benefits your firm provides to clients around the following: • Underwriting • Compliance • Employee Communication • Wellness • Human Resources Assistance	30 points
Proposed Fees/Costs: Typical Broker Fee Percentage based on a contract for an employer comparable to the City of Ashland.	10 points
Qualifications: Demonstrate comprehensive understanding of the City's needs with respect to the coverage types and ability to establish and market an insurance program for the City of the size and nature as described in the City's scope of work	10 points
Experience: Description of the company's expertise and demonstration of ability to perform the identified services and competency of personnel to be assigned to the City's account.	10 points
References: Provide at least two examples of recent work performing services in similar size and nature to that of the City of Ashland.	10 points
Total	**100 points**

Upon selection of a Broker, the City intends to enter into a contractual agreement, which shall be used to secure these services. The initial term shall cover a three year period. Thereafter, the agreement may be renewed for two additional, three year terms under the existing terms and conditions by mutual agreement by the City and Broker/Brokerage Firm or Company.

The City of Ashland reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Ashland, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

Questions/Inquiries

Please direct any questions concerning this Request for Proposal, the City's requirements or its evaluation process to the agent listed below. No other City official or employee is empowered to speak for the City with respect to this acquisition. Any information obtained from any other source shall not be binding and may disqualify your proposal.

Jennifer Boulley, Human Resources Director
Contact Information: 715.685.1603 or jboulley@coawi.org
Mailing Address: 601 Main Street West, Ashland, WI 54806

ATTACHMENT A: SCOPE OF SERVICES

The broker selected pursuant to this request for proposal will be required to perform the services outlined below. Note: Current Insurance contracts can be made available upon request:

Scope of Work:

A. Analyze Existing Insurance Program. Review and provide recommendations on all existing insurance contracts for the City of Ashland including, employee benefits (health and dental), general liability, automotive liability, property, worker's compensation, excess liability and all others.
B. Marketing of Insurance Program. Organize data into presentation to underwriter; design most appropriate strategy to obtain desired coverage. Negotiate best terms of coverage and cost. Evaluate commitment and financial stability of underwriter. Draft policy wording to fit risk.
C. Policy Wording. Verify policy and check for accuracy in compliance and specifications.
D. Loss Reporting. Assist in the collection and tendering of losses to the underwriter.
E. Risk identification. Assist in the identification and evaluation of loss exposure as requested, including comparative data regarding other public entities with the size and scope of the City of Ashland.
F. Annual Report. Preparations of an annual report within 60 days after policy year end, including: schedule of policies in force, summarized by premium dollars; number of losses and dollar value of losses and commission/fee earned; new trends and developments; and proposed changes in the City of Ashland's programs.
G. Marketing Strategy. Involvement in a marketing strategy meeting with the City of Ashland's staff prior to renewal activities. Conduct an analysis of the City of Ashland's exposure to loss, adequacy of current coverage and options for coverage and risk financing not presently in place.
H. Marketing Results. Preparation of marketing reports, due 60 days prior to renewal (renewal agreements are expected to be in place no later than August 15 of each year), including a summary of markets approached; rating of top four markets; timeline of marketing, broker recommendations and rational.
I. Accounting Service. Availability to handle normal day-to-day activities associated with the account, including consultation. Activities include, but are not limited to: service existing insurance policies by tendering losses, reviewing coverage issues, assisting the collection of losses, reporting values, issuing certificates of insurance as needed and processing policy changes, etc., in a timely manner.
J. Communication. Schedule quarterly meetings with the City of Ashland to discuss loss control issues, exposure changes and general administrative matters.
K. Meetings. Attend the City of Ashland meetings as requested.
L. Special Projects. New projects of an external nature will be compensated on a negotiated fee, agreed to in writing, in advance of such project commencing.

Minimum Requirements:

1. Response to the scope of services and a description of how those services would be provided.
2. Information regarding the history and organization of the firm and personal history or résumé of key personnel particularly those who have been identified in the proposal as account executive(s) assigned to the City of Ashland's account.

3. A summary of the firm's premium volume for the past three years by the following types of coverage: Employee Benefits (health and dental), Worker's Compensation, General Liability, Automobile Liability, Property, Excess Liability and all others. Also, for the most recent year, only for each of the above coverage, an indication of the number of policies the premium volume represents. If the broker is a branch or subsidiary office of a national or multi-office firm, the above information shall be provided for the local office only.
4. **Return on Investment:** Describe in detail the types of services/benefits your firm provides to clients around the following:
    a. Underwriting
    b. Compliance
    c. Employee Communication
    d. Wellness
    e. Human Resources Assistance
5. Specific evidence of the firm's experience in providing service for other insured's with coverage or programs similar to the City of Ashland, as well as a description of any special plans or underwriting procedures that have been used to serve other accounts.
6. A representative listing of other accounts the firm is serving, as well as an indication of whether the firm is willing to allow the City of Ashland to contact such accounts for an appraisal of the services they are receiving from the firm. Please include names, titles and telephone numbers for contacts. List of governmental accounts comparable to the City of Ashland should be specifically included.
7. Outline of a conceptual plan to structure the City of Ashland's program (i.e., consolidation of packaging of policies, layering and financing techniques), without approaching the market based on the information supplied in exhibits.
    a. Include: Brief assessment of the current program, proposed alternative program, rational for proposal implementation plan.
8. An explanation of how the firm can support the special needs of a municipal government, including support for a self-funded program.
9. Information of the firm's experience in evaluating, developing alternative insurance.
10. A list of additional in-house services or specialties available (i.e., loss control) cost breakdown, scope of work and overview of available personnel for each area.
11. Please present detailed information of the firm's proposed fee schedule for the specifications proposed and for any variation of non-routine services, inclusive of Wisconsin State sales tax and any other applicable governmental charges. The proposal should include what services will be included in the basic fee, plus the methodology for determining the cost of additional or supplemental services. The proposal should also include some means of price protection for the City of Ashland over the expected three-year term of the contract plus any mutual agreed to extension.
12. Provide an explanation of what distinguishes the services the submitting firm can provide from other brokerage offices.

City of Ashland

Insurance Broker Request for proposal

RFP# 2021-001

Great Lakes
Insurance Agency

Presented by David Martinsen

NPN#332959

Proposal Valid for 60 Days

Response Requirements:

Great Lakes Insurance is a local independent insurance agency located at 124 West Main Street in Ashland, Wisconsin. We service Ashland, Bayfield, and Iron counties. We employ 6 people in Ashland and manage accounts for personal, small and large businesses and have a strong core of businesses in the public entity sector.

I (Dave Martinsen) am the owner and principle of Great Lakes Insurance Agency. My wife, Laura, works with me and is responsible mainly for our CSR work. I was born and raised in Ashland and graduated from Ashland High School. I continued my education at Northland College, receiving a Bachelor of Science degree. I have had the privilege to serve on the City Council of Ashland as well as the County Board. Due to my local history and community service, I understand the needs of the City of Ashland.

I have a long and diverse background with health, commercial and public entity insurance.
I have worked as a banker, property manager, as well as worked for Rural Insurance, Blue Cross and Blue Shield of Wisconsin and managed Sound Benefit administrators, a third- party administrator which is now Symetra.

We have been advising the City of Ashland on their health insurance for the past 12-15 years (I was the Blue Cross/Blue Shield representative years ago) and initially moved the City from a 24 % rate increase to approximately a 15% decrease by offering the 3 - option health plan and an HSA benefit design. This helped manage the rates over time and benefitted employees by suggesting the use of the rate savings to invest in the HSA accounts.
We have been advising with the public entity business, assisting school districts, towns, cities, and the County with liability questions, claims, negotiations, dividends, loss control and builder risks policies; since 1997 with Great Lakes Insurance and 1993 with Blue Cross/Blue Shield.
My years of experience in multiple backgrounds has allowed me to become an expert in insurance benefits, general liability, and property and casualty fields.

As far as a conceptual plan for the City to structure a plan to package the policies, I am unsure of what the City is looking for and would need to consult with them. Packaging of policies doesn't discount company rates from benefits to property and casualty coverage. Levels of commissions are different for a worker compensation policy compared to an auto policy. Also, insurance carriers are not contracted with every insurance agency. If the City is looking for a flat fee for all packages, please refer to question 11 under the minimum requirement section.

Finally, we are proud to be a member of our community and thankful for the business and trust we have received from them. Our motto states, "We are committed to our customers and our community."
In support of our commitment, we have donated over $10,000.00 back to our community this past year.
Over the past years we have made donations to local schools, The Brick, Parks and Recreation, Police K-9, Ashland Fire Hall (fitness room), Big Top, VFW, Ashland Little League, and many other local clubs.

We insure 21 companies with employee benefit plans in combination of dental, life and health. Total premium value somewhere between 4.5-5 million.
Property and casualty premium volume is approximately 3.8-4.5 million.

References include:

. Clark Schroeder, Ashland County Administrator - (715) 682-7015
. Heather Schutte, Ashland County Clerk - (715) 682-7000
. Bonnie Stegman, Ashland School District – (715) 682-7080
. Lori Genisot, City of Montreal – (715) 561-4955
. Penny Pierce, Drummond School District – (715) 739-6669
. John Beirl, Northern State Bank – (715) 682-2772

Just a few notes on past accomplishments with the City:

- Assisted with the development of the current 3-tier benefit schedule with the HSA. Since moving them from a one package plan, this has given them a rate reduction of 15% and suggested using monies to fund the HSA.
- Helped offset the MPIC rate increase due to marina property coverage by quoting Travelers Insurance with EMC Insurance.
- Attended City council meeting regarding another matter and realized a furnace had failed, and briefed the City of their coverage for this furnace failure. – I believe they received $19,000 for this.
- Negotiated a 0% health rate last year from a 9%. – approximately 180,000 savings.
- Assisted in many workers compensation and water/sewer claims.
- Negotiated and secured $15,000 cash payout from Medica for wellness benefits.

Scope of Work:

A. We analyze renewal policies before they are delivered to the insured. We note the changes or suggestions for coverage when we meet with the insured.
B. We submit presentations to carriers and handle all negotiations after meeting with the insured to get direction.
C. We verify policy language and note any changes or concerns that may exist.
D. We file claims within the same day as being notified, usually within the hour.
E. Generally, we initially evaluate the risk for the insured and carrier. The carrier will also do an annual loss control inspection.
F. Typically, with the health insurance this is done prior than 60 days. This could also be done 30 days prior as well as any changes or updates. We could do the same with property and casualty side as well.
G. We generally start the marketing with meeting with the clerk or HR department in late July, early August. We keep in contact with them throughout the year. Last year being the exception, due to COVID-19.
H. Having quotes available by August 15th in not as practical, due to the fact health claims for the year are only based on 6 months which is not much reporting time. Carriers are not mandated to issue renewals until 60 days out. We can ask for other quotes, or may ask for an early renewal, however, depending on claims, that may not be beneficial.
I. We handle all those accounting services on a very prompt basis, typically within the hour.
J. This would be no problem-We could meet as often as the City would like.

K. Always available to attend City meetings. Actually, I attended a meeting for another matter and while there, we found they had a furnace failure and were in the process of buying another one. I mentioned to them that there was coverage for this furnace. I believe they collected $19,000.00.

L. We are happy to help with special projects if needed, depending upon what they need. I would assume it wouldn't be any cost.

Minimum Requirements:

1. Included in Scope of Services A-L
2. Listed on Response Requirements
3. Listed on Response Requirements
4. Return on Investment
   a. We always assess risks for both carrier and insured as well as make recommendations if needed.
   b. We assist with compliance MVR's, worker's compensation
   c. Typically, we work through the clerk or HR office and do not direct literature to employees unless asked.
   d. Available if requested, many times they are offered through the carrier.
   e. We assist clerks, HR departments wherever needed, could also be group gatherings.
5. We have been selling and servicing large and small groups since 1997. Our larger accounts have in the past and currently are Larson Juhl, Ashland School District, OEI (Northern Clearing affiliate), Northern State Bank.
6. Included in Response Requirements
7. I am not sure what the City is referring to by consolidating or packaging of policies without going to the market. Market forces are the strongest way to achieve the strongest rates. Carriers offer multi-policy discounts, however that doesn't mean it is the best pricing for the benefit. There are ways to try and negate premiums, largely based on keeping claims down, through training and loss control efforts. One of the greatest challenges for a municipality to overcome is for each department to work as a team for those common goals.
8. Self-funding for health insurance isn't overly complicated, but it shifts risks to you directly rather than an outside carrier. You will still have administrative costs: administrator fees, reinsurance fees, network fees, and drug card fees.
   You pay your premiums based on minimum and maximum levels. We can assist the City with this and analyze if this would be advantageous to the City.
9. We have been selling fully insured and self-insured policies for 24 years. We have also made an exclusive partnership with Employer Benefit Group (EBG) from Eau Claire which gives us more access to more carriers as well as options for wellness and HR modules. EBG can also be utilized for customer service. They service over 130 agents in Wisconsin.
10. We generally do inspections of properties and note potential risks if asked. Typically, we make sure the carrier offers loss control services with their package. Since insurance companies insure the risk they do their own inspections as well.

11. I would propose a 1 ½% commission on the health insurance premium, not to exceed $33,000.00 and would adjust to the CPI regarding health care.
    Concerning the property and casualty business, we would be open to discussion for a fixed dollar amount. However, it might be better to allow the City to bid that out, due to the fact it could limit them. I can explain if interviewed.
12. We are the most experienced insurance agency marketing and managing public entity as well as having the most health insurance background locally.
    This makes our office unique for this area. Our experience and knowledge of the City's current insurance needs as well as being a past City council member, insuring other public entities gives me an understanding of City government which most other agents or agencies do not have.
    We are local members of the Ashland community and can be at the City Hall within minutes if needed.

DAVID P MARTINSEN

Born and raised in Ashland. Owner and principal of Great Lakes Insurance Agency. Licensed agent in property, casualty, health and life.

CONTACT

DMartinsen@greatlakesinsuranceagency.com

715/682/2086

124 Main St W

Ashland WI 54806

EXPERIENCE

- 1989-1991 Northland Savings and Loan-Branch Manager
- 1991-1993 Rural Insurance Company-Account Executive
- 1993-1997 Blue Cross/Blue Shield of Wisconsin- Account Executive
- 1997 – 2000 Sound Benefit Administrators-Manager
- 1997- Present- Great Lakes Insurance Agency Inc-Owner/Principal

EDUCATION

- 1984 Ashland High School Graduate
- 1989 Northland College-Bachelor of Science
- 1991 Licensed Agent Wisconsin

KEY SKILLS AND CHARACTERISTICS

- Diverse background with health, commercial and public entity insurance.
- Served on Ashland City Council
- Served on Ashland County Board
- Managed a third party administrator
- Branch manager

LAURA L MARTINSEN

Businessowner, licensed agent in property, casualty, health and life, and accountant. Work with commercial and personal insurance accounts offering quotes, selling insurance products and providing customer service.

CONTACT

LMartinsen@greatlakesinsuranceagency.com

715/682/2086

124 Main St W

Ashland WI 54806

EXPERIENCE

- 1985-1989 CNA Ashland Health Care
- 1993-1995 CNA Ashland Health Care
- 1997-Present Great Lakes Insurance Agency Inc

EDUCATION

- 1983 ASHLAND HIGH SCHOOL GRADUATE
- 1985 WITC CERTIFIED NURSING ASSISTANT
- 1997 WISCONSIN LICENSED AGENT
- 2003 WITC Associate degree in Accounting

KEY SKILLS AND CHARACTERISTICS

- Identify client needs
- Provide customer support in a friendly, prompt, and accurate manner
- Input quotes and policy renewals for customers
- Coordinate with lenders and mortgage companies.
- Assist clients with the claims process.

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-264-6884
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L0856716944

GREAT LAKES INSURANCE AGENCY, INC.
124 MAIN ST W
ASHLAND WI 54806-1636

Wisconsin Business Tax Registration Certificate

Expiration date: **May 31, 2022**

Legal/real name: **GREAT LAKES INSURANCE AGENCY, INC.**

- This certificate confirms that you are registered with the Wisconsin Department of Revenue for the tax types shown below.
- You may not transfer this certificate to any other individual or business.

Tax Type	Account Type	Number
Withholding Tax	Withholding Tax	036-0000264720-03

WINPAS - atl018 (R.01/16)

1. Executive Summary & Approach

M3 is the largest privately-held agency in the state of Wisconsin. Our service-focused culture and commitment to independence puts us in the best position to partner with the City of Ashland on your employee benefits and property & casualty needs. **Our account executive retention rate is 95%,** meaning your City can count on consistent service and expertise throughout our partnership.

EMPLOYEE BENEFITS

M3's employee benefits division is staffed with the resources the City of Ashland needs in order to offer a forward-thinking, data-driven employee benefits plan. We have a risk management team that can advise the City on underwriting and data analytics, provide employee communication support, create wellness strategies, and consult on compliance needs specific to your organization.

PROPERTY & CASUALTY

M3's property & casualty division is equally set up to be an exceptional partner for the City of Ashland. Your proposed account team has specialized experience with government entities, and can tap into the resources of our education & government practice group to ensure the City is effectively and appropriately managing your risk. Our risk management team is comprised of specialized experts who can provide consultation in loss control, workers' compensation, experience modification rates, industrial hygiene, and even disaster response & recovery. Please see **Appendix 3.1** for a sample risk management strategy for the City of Ashland.

2. Pricing Methodology

M3 has a contract with most insurance carriers, and will accept standard commission, which usually does not increase premium. Ancillary coverages provide compensation without an increase in premium for other lines of coverage.

3. Qualifications & Experience

Please see our response to **Attachment A, Question 5**, in addition to **Appendix 1.4** for **premium volume information related to M3's Wausau office** and **Appendix 2** for **staff biographies.**

4. References

M3's Wausau office serves a mix of cities, schools, municipalities, and co-ops. About 75% of M3 Wausau's customer base is public sector, while 25% is comprised of private sector clients.

REFERENCES

1. **ASHLAND COOPERATIVE EDUCATIONAL SERVICE AGENCY CESA #12**
   Contact: Ken Kasinski
   Title: Agency Administrator
   Phone: (715) 682-2363
   Address: 618 Beaser Avenue
   Ashland, WI 54816
2. **CITY OF WISCONSIN RAPIDS**
   Contact: Ryan Hartman
   Title: Human Resource Manager
   Phone: (715) 421-8215
   Address: 444 W. Grand Ave.
   Wisconsin Rapids, WI 54495
3. **SEVASTAPOL SCHOOL DISTRICT**
   Contact: Kyle Luedtke
   Title: District Superintendent
   Phone: (920) 743-6282 Ext. 1103
   Address: 4550 State Hwy 57
   Sturgeon Bay, WI 54235

Attachment A: Scope of Services

1. Response to the scope of services and a description of how those services would be provided.

Your M3 team is capable of executing the scope of services listed in the City of Ashland's Request for Proposal. Employee benefits and property & casualty are each divisions of M3, with their own executive vice presidents, Rich Twietmeyer and Brad Reitzner respectively. At M3, we utilize a franchise model of business for both employee benefits and property & casualty, which allows our account teams to provide our clients full access to expert resources that understand their industry needs and local trends.

Our employee benefits and property & casualty divisions are integrated from top to bottom. Kristin and Kristi have dedicated service teams that work only on their clients, ensuring that you will receive a consistent level of service as a client. In addition, M3's employee benefits and property & casualty risk management expert resources are in regular communication with your account service team.

2. Information regarding the history and organization of the firm and personal history or resume of key personnel, particularly those who have been identified in the proposal as account executive(s) assigned to the City of Ashland's account.

M3 is a top 50 insurance broker and risk management firm in America. M3's people are an extension of your team, providing world-class resources to help you manage risk, purchase insurance, and provide employee benefits. M3 has been a broker since 1968, adding a formal employee benefits division in 1972. M3 is headquartered in Madison, Wisconsin, and has six additional locations: Milwaukee, Green Bay, Wausau, Eau Claire, Fond du Lac, and Rockford, Illinois.

COMPANY STRUCTURE

M3 is a privately held S-corporation with 44 shareholders who are current employees. M3 owners are actively involved in our business, and must sell their shares prior to retirement. Our stated objective is to remain privately held, so the people who own the business are actively engaged in serving clients of the firm. Please see **Appendix 2** for **resumes of the City of Ashland's proposed account teams.**

3. A summary of the firm's premium volume for the past three years by the following types of coverage: Employee Benefits (health and dental), Workers' Compensation, General Liability, Automobile Liability, Property, Excess Liability, and all others.

Please see our response to **Section 3: Qualifications & Experience.**

4. Return on Investment: Describe in detail the types of services/benefits your firm provides to clients around the following:

a. Underwriting

M3 staffs a team of underwriting advisors and an in-house actuary that assist our clients with utilizing data analytics to identify loss drivers, model plan designs, spot gaps in care, and more. See **Appendix 3.5-3.8.**

b. Compliance

M3's compliance team is comprised of two senior attorneys that conduct research on regulatory and legislative issues, analyze them, and break them down into plain, easy-to-understand language to assist with your compliance efforts.

c. Employee Communication

M3 staffs a director of communications that assists our clients with employee communications strategies, creating templates and guidelines for benefit communication throughout the year. In addition, this team assists with crisis communications in the event of a catastrophic claim.

d. Wellness

M3's wellness consultant can help the City identify what wellness strategies best fit your population and benefits goals, to drive participation, control healthcare costs, and provide measurable results.

e. Human Resources Assistance

M3 leverages an HR content repository to provide relevant and recent resources to our clients in addition to the personalized support our senior compliance attorneys provide to your HR team. Through this repository and our internal expertise, your account executives can provide you with templates for benefits communication and notices, handy HR forms, and more.

5. Specific evidence of the firm's experience in providing service for other insureds with coverage or programs similar to the City of Ashland, as well as a description of any special plans or underwriting procedures that have been used to serve other accounts.

WORK WITH MUNICIPAL GOVERNMENT ORGANIZATIONS

M3's education and government practice group works with over **145 local government entities**. Your City has unique needs - our knowledge, experience, commitment, and engagement within your industry provides you with peace of mind.

An **Education and Government Practice Group Overview** document is included in **Appendix 1.4** for more information on our key differentiators.

- More than 30 professionals dedicated to partnering with education and government clients
- On-staff compliance attorneys focusing on benefits compliance regarding ACA, COBRA, HIPAA, and more
- Risk management and data analytics staff to guide benefit decisions
- Wellness and employee engagement professionals
- **Ted Hayes, Senior Risk Manager,** with 30+ years of experience developing and implementing loss control plans, programs, active shooter training, and more specifically for education and public entities

EMPLOYEE BENEFITS

M3 offers employers a unique renewal analysis provided by M3 underwriting. The analysis will enable the City of Ashland to review approximately 8 other insurance companies and 25 other employer groups in comparison to the renewal provided by your current carrier. This process enables us to negotiate on your behalf using data that exposes areas where insurance companies tend to overcharge. Additionally, M3's underwriting team will provide employee contribution strategies, benchmarking reports, plan design change factors, and other data analysis.

PROPERTY & CASUALTY

Similarly to employee benefits, M3 provides risk management services that include claims management, loss trending and analysis, experience mod verification and unit stat card refiling, business continuity planning, and crisis response. Execution often involves on-site deployment of resources including in-person training. The result is a well-designed insurance and risk management program that contains costs, reduces liability, and keeps the City running safely and efficiently.

6. A representative listing of other accounts the firm is serving, as well as an indication of whether the firm is willing to allow the City of Ashland to contact such accounts for an appraisal of the services they are receiving from the firm. Please include names, titles, and telephone numbers for contacts. List of government accounts comparable to the City of Ashland should be specifically included.

Please see our response to **Section 4: References**. We are happy to provide additional references at your request.

7. Outline of a conceptual plan to structure the City of Ashland's program (i.e. consolidation of packaging of policies, layering and financing techniques), without approaching the market based on the information supplied in exhibits.

As the broker with the largest premium volume in Wisconsin with EMC Insurance, we're familiar with EMC's municipal coverage forms and confident in EMC's claims handling abilities. However there are opportunities for improvement with the City's current program through potential policy consolidation, increased property and auto deductibles, and enhanced cyber coverage. If selected as your broker, M3 would explore options to consolidate all lines of coverage with one carrier to gain premium leverage and motivate pricing flexibility for packaging with one carrier. The number of carriers willing and capable of providing coverage for municipalities is limited, but M3's dedication and experience in the public entity space means we have strong relationships with these carriers. Additionally, we would investigate the premium savings to increase property and auto deductibles to higher levels and provide an analysis of the financial impact compared to prior losses. We would also provide options for enhanced cyber coverage to better protect the City in the event of a cyber extortion attack. Lastly, but most importantly, M3 would partner with the City to design and execute a pro-active risk management plan focusing on loss drivers, and decreasing the City's work comp experience mod factor (currently at 1.16) to bring it under 1.00 and consistently stay below 1.00. A lower experience mod directly translates into savings on the City's work comp premium along with providing a safe work environment for employees. See **Appendix 3.1** for a sample risk management plan and services.

8. An explanation of how the firm can support the special needs of a municipal government, including support for a self-funded program.

M3 has been offering employee benefit and property & casualty services for over 50 years. M3 is typically the largest or one of the largest distribution partners for all of the major insurance carriers in the state, as well as a leading agency in working with government entities. M3 has a robust risk management team that leverages our unparalleled dataset into useful, digestible deliverables for our clients to help them understand how their benefits are positioned locally. Our depth of experience provides a wealth of knowledge with regard to both fully-insured and our nearly 200 self-funded clients, as well as the transition from fully-insured to self-funding, captives, co-ops, and trusts.

C2 SOLUTIONS - NATIONAL REACH WITH A LOCAL TOUCH

M3 is part of a strategic, equal equity partnership of like-minded brokers located throughout the country. C2 brings the following benefits to its member firms and consultants:

- Buying power and negotiating strength equal to the **5th largest employee benefits agency in the country** by volume of premium placed in the areas of stop loss, ancillary benefits and pharmacy
- National footprint of offices from coast to coast
- **Stop-Loss:** M3's C2 edge includes an option for a 2-year stop loss contract based on a pre-negotiated chart, called the C2 Planned Renewal.
- **Ancillary:** Some of the best ancillary carriers provide preferred pricing and/or enhanced contract language for our clients.

9. Information of the firm's experience in evaluating, developing alternative insurance.

To determine the solutions that are most impactful to your population, we first analyze the culture of your organization. Once those results are received, we bring forward a broad menu of solutions for you to consider that will drive towards a pre-defined objective within your benefits strategy.

Based on your organizational goals, M3 will assess your risk tolerance to evaluate alternative funding arrangements, such as self-funding and alternative payment models. A financial analysis and risk assessment will be completed to help guide the decision making process.

M3 will work with your team to regularly evaluate benefits and provide summaries of new programs and products for your review. Our goal is to support our clients in providing a benefits package that meets the needs of your City and employees, while maintaining the integrity of the benefits program. We recognize that while cost containment is critical, benefits are also a highly emotional issue for employees and any proposed changes should be vetted so that repercussions are understood.

CLIENT IMPACT EXAMPLE: MID-STATE TECHNICAL COLLEGE

One of the large public sector clients we worked with to evaluate self-funding vs. fully-insured was Mid-State Technical College (MSTC). After having been fully-insured for a long time, it was becoming evident that the efforts on the part of the college to reduce costs were paying off, but they were indeed saving money for their insurance carriers – not necessarily for the college.

To determine if self-funding would correct the problem, we engaged M3's risk management team in forecasting what self-funding could do for the college. After providing an analysis, negotiating with TPAs, stop-loss carriers, and provider networks, we were able to make a recommendation that the college should transition to self-funding upon renewal. Several hundred thousand dollars were saved in insurance carrier costs and profits that first year, and the college has been self-funded ever since.

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10. A list of additional in-house services or specialties available (i.e. loss control) cost breakdown, scope of work and overview of available personnel for each area.

Please see **Appendix 3.2 – 3.4** for **a list of additional in-house services or specialties available.**

11. Please present detailed information of the firm's proposed fee schedule for the specifications proposed and for any variation of non-routine services, inclusive of Wisconsin State sales tax and any other applicable governmental charges. The proposal should include what services will be included in the basic fee, plus the methodology for determining the cost of additional or supplemental services. The proposal should also include some means of price protection for the City of Ashland over the expected three-year term of the contract plus any mutual agreed to extension.

Please see our response to **Section 2: Pricing Methodology.**

12. Provide an explanation of what distinguishes the services the submitting firm can provide from other brokerage offices.

M3 brings top tier talent and expertise to our clients on a consistent basis. M3's status as an independent, employee-owned organization allows us to focus on the long term best interests of our clients, employees, and our community. We believe that, by investing in people and technology, we are able to offer the strongest service and risk management capabilities available.

By leveraging the in-house resources listed in this response, we are able to assist our clients in consistently meeting their short and long-term goals and objectives, and giving them the freedom to focus on what they do best. Through our strong understanding of regional and national insurance markets, years of experience consulting with employers, both fully-insured and self-funded, in-depth knowledge of wellness and employee communication, as well as a proven track record of consistent customer service and client retention, we feel no one will work harder for you than we will.

THE RIGHT PEOPLE
M3 has a team of experts that specialize in municipal government accounts. By building close relationships with the best insurance carriers and most knowledgeable underwriters, we're able to impact your City through sound insurance strategies and insights. As a result, you benefit from the experience, expertise and knowledge-sharing of a dedicated group of advisers keenly focused on your City.

SIZE AND STRENGTH
As a privately-held organization, we are able to bring the voice of our clients to our decisions about what resources to invest in. We are a regional firm with national leverage; our size and structure enables us to bring industry-leading contracts, pricing, subject matter experts, and resources. We can customize our resources to each of our clients to assist them in accomplishing their unique goals.

CARRIER PARTNERSHIPS
M3 maintains strong relationships with our top carriers and wholesale partners to ensure appropriate placement and up-to-date information for our clients on market conditions and trends. M3 is able to utilize the size of our organization as a catalyst to obtain the highest levels of coverage, service and creativity from our markets for our client base.

APPENDIX

M3 INSURANCE

1. Company Information

M3 Insurance Solutions, Inc.
828 John Nolen Drive
Madison WI 53713
T 608.273.0655 F 608.273.1725
www.m3ins.com

May 6th, 2021

City of Ashland
Attn: Jennifer Boulley
601 Main Street
Ashland, WI 54806

Ms. Boulley:

As requested in the request for proposal ("RFP") for the City of Ashland insurance program broker selection, please find our responses to items #5 and #7 below.

> Response #5: In accordance with your request, please accept this signed letter as acknowledgement that the proposal being submitted is by M3 Insurance Solutions, Inc.
>
> Response #7: Please see attached proof of incorporation issued by the Department of Financial Institutions for the State of Wisconsin. M3's seller's permit number is 456-0000016533-03.
>
> Response #7a: This proposal shall be valid for one hundred and eighty (180) calendar days post the date of submission.

As an officer of the company, I, Zach Penshorn, attest to these statements and have the authority to do so.

We appreciate having the opportunity to participate in this RFP process and if there are any further questions or items we can assist with please let us know.

Sincerely,
M3 INSURANCE SOLUTIONS, INC.

Zach Penshorn

Zach Penshorn
Corporate Secretary and Vice President of Administration

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, Patti Epstein, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

M3 INSURANCE SOLUTIONS, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 13, 1970.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on May 06, 2021.

PATTI EPSTEIN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: http://www.wdfi.org/apps/ccs/verify/

Enter this code: **297126-9F59647D**

PREMIUM INFORMATION FOR SECTION 3 OF RESPONSE TO REQUEST FOR PROPOSAL FOR THE CITY OF ASHLAND

INCLUDE A SUMMARY OF YOUR FIRM'S PREMIUM VOLUME FOR THE PAST THREE YEARS BY THE FOLLOWING TYPES OF COVERAGE. THE BELOW INFORMATION RELATES ONLY TO PREMIUM PLACED BY M3'S WAUSAU OFFICE.

Employee Benefits (Health and Dental – others as identified by the City)

- 2021: $299,772,141 (293 policies)
- 2020: $198,349,102
- 2019: $176,904,471

Workers' Compensation

- 2021: $6,745,605 (84 policies)
- 2020: $7,048,247
- 2019: $6,371,065

General Liability

- 2021: $767,023 (92 policies)
- 2020: $799,271
- 2019: $677,540

Automobile Liability

- 2021: $2,133,956 (533 policies)
- 2020: $1,699,678
- 2019: $1,536,170

Property

- 2021: $3,071,532 (90 policies)
- 2020: $2,695,669
- 2019: $1,866,184

Excess Liability and all others

- 2021: $767,546 (437 policies)
- 2020: $685,874
- 2019: $616,473

M3 INSURANCE | Education & Government

AT A GLANCE

Specialized expertise doesn't happen overnight. M3's Education & Government Practice Group includes professionals with decades of experience working with Wisconsin municipalities. We focus our people and resources on helping you function safely and efficiently while achieving your goals. When you work with the Education & Government Practice Group, you bring on a team of dedicated advisors who will leverage M3 resources to design, implement, and manage risk solutions that are specific to your government organization.

Serving 145+ Local Governments and counting...

SPECIALIZED SERVICE SUPPORT FOR YOUR ORGANIZATION

Talent Attraction and Retention

Facility Safety & Security

Cyber Liability Risk Management Resources

Safety, Health & Wellness Programs

Financial Wellness

Highway & Street Department Safety

Law Enforcement Risk Management

M3 INSURANCE | Education & Government

AT A GLANCE

INDUSTRY-SPECIFIC RISK MANAGEMENT

World-class expertise.

- Employee Communication
- Compliance reviews
- Population health management analysis
- Safety audits

Powered By Team

Over 30 professionals dedicated to partnering with public sector clients

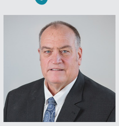
Marty Malloy,
Director of Education & Government,
Property & Casualty
30+ years' public entity experience

Bec Kurzynske,
Director of Education & Government,
Employee Benefits
15+ years' public sector experience

Industry Association Partnerships

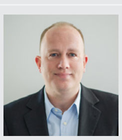
- **WMCA -** Wisconsin Municipal Clerks Association
- **PRIMA -** Public Risk Management Association
- **WPELRA -** Wisconsin Public Employer Labor Relations Association

High-touch industry experts to serve you.



Ted Hayes,
Senior Risk Manager
30+ years of industry experience.
Facilitates security assessments and active shooter training. Helps clients implement safety programs and risk strategies.

Chris Halverson,
Director of Disaster Response & Recovery
Responds quickly to tragic events, going above and beyond to make an in-person impact when clients need it most.



Jeff Christensen,
Director of Communication
20+ years of experience assisting organizations with crisis communications and media relations during high-profile, sensitive situations.

M3 ALSO STAFFS:

- Two dedicated compliance attorneys
- Industrial hygienist
- Claims specialists
- Worksite benefits advisors
- Wellness & employee engagement advisors

Individual attention.

2. Account Team

Kristin Schmidt, MBA, GBDS

Account Executive
Employee Benefits

Contact Information

Office: 715.930.1161
kristin.schmidt@m3ins.com

Kristin Schmidt is an account executive in the Eau Claire office of M3 Insurance. Specializing in employee benefits, Kristin coordinates ongoing service for clients to ensure that their coverage meets their needs. She consults with and advises clients about the design, implementation and management of their benefit programs.

Education/Experience

Kristin holds a Bachelor of Science degree in human resource management from Metropolitan State University and most recently obtained a Masters of Business Administration from Cardinal Stritch University, in 2015. Prior to M3, she worked as a human resource generalist at a holding company and as an account manager at a Third Party Administrator. Kristin joined M3 in 2008.

Accreditations

Kristin is a licensed life and health insurance agent in Wisconsin and Minnesota. She stays current with insurance coverage and trends by taking part in continuing education programs. Additionally, Kristin has her Professional Human Resource Management (PHRM) certificate.

Community Impact

Kristin is an active member of her community and serves the area in many ways. Currently, she is the outgoing Chair for the Greater Chippewa Valley United Way's Emerging Leaders Program and the Co-Chair for the United Way Annual Golf Outing. She works with the Eau Claire Chamber, including chairing the Leadership Eau Claire program for 2018-2019. In addition, Kristin participates on the Editorial Board for the Chippewa Valley Business Report and serves as a Board Member for American Red Cross–Northwest WI Chapter. She is an alumnus of the non-profit organization Up With People and continues to be an active member of their alumni association. Kristin has been a member of the M3 Community Impact committee since 2012, and serves as a board member of the M3 Foundation.

Contact Information

Office: 715.930.1164
Melissa.Seyffer@m3ins.com

Melissa Seyffer, GBDS

Account Manager
Employee Benefits

Melissa Seyffer is an account manager in the Eau Claire office of M3 Insurance. Specializing in employee benefits, Melissa's primary role is to support the agency's efforts to build and maintain positive client relationships. She helps meet clients' service needs by preparing proposals and processing new business and renewals. Melissa also assists with policy changes and resolving questions about claims, billing and compliance issues.

Education/Experience

Melissa worked as a Healthcare Effectiveness Data and Information Set (HEIDIS) performance quality specialist at Group Health Cooperative from 2007-2014. In this role, she helped perform outreach to ensure good outcomes in disease management to increase quality metrics. Following this, she was an employee benefits account executive and privacy officer at Spectrum Insurance Group from 2014 - 2018. Melissa began her career with M3 in December 2018.

Accreditations

Melissa is a Wisconsin licensed agent in health and life insurance. She is certified as a Worksite Benefits Consultant and received her GBDS (Group Benefit Disability Specialist) designation in June 2019.

Community Impact

Melissa is a patient advocate at Chippewa Valley Free Clinic, ensuring that patients are getting signed up for insurance with ease. She is also a member of the Eau Claire County Humane Association and is the retention chair for the Chippewa Valley Walk to End Alzheimer's.

Contact Information

Office: 715-930-1166
clara.gruber@m3ins.com

Clara Gruber

Account Specialist
Employee Benefits

Clara Gruber is an account specialist in the Eau Claire office of M3 insurance. Specializing in employee benefits, Clara’s primary role is to support the agency’s efforts to build and maintain positive client relationships. In this role, she assists in preparing proposals and ensuring data integrity while processing renewal and enrollment information.

Clara received her Bachelor of Science degree in secondary mathematics education from the University of Wisconsin-Eau Claire in 2018. She worked part time in education before begining her career with M3 in March 2020.

Clara is a Wisconsin licensed accident, health and life insurance agent.

While in college, Clara participated in the UW-Eau Claire Math Club and volunteered with the Eau Claire Area School District Title 1 Reading Partnership program.

Contact Information

Office: 715.849.5512
john.preuss@m3ins.com

John Preuss, GBDS

Partner, Senior Account Executive
Regional Sales Lead - Wausau & Eau Claire Market

John Preuss is a partner and senior account executive working in the Wausau office of M3 Insurance. His primary role is to place and service employee benefit insurance products. In this capacity, John consults with and advises clients about the design, implementation and management of their benefit programs. He specializes in large employer health insurance on both a self-funded and fully-insured basis. Johns also serves as M3's director of employee benefits-Wausau and Eau Claire markets. As such, he works closely with other members of the M3 Wausau and Eau Claire teams to identify and acquire new business, implement go-to-market strategies, and build strong partnerships with key business leaders, insurance companies and community organizations.

John graduated from the University of Wisconsin-Stevens Point with a Bachelors of Science degree in american studies. He was a marine reservist and served on active duty during the Persian Gulf War. Shortly thereafter, John began his career in insurance and employee benefits. He held positions as a regional sales director at Blue Cross Blue Shield and as an account executive at Security Health Plan before joining M3 in 2005.

John is a Wisconsin licensed health, life, and property and casualty insurance agent. He is a member of the Wisconsin Association of Health Underwriters (WAHU). John also earned the Group Benefit Disability Designation (GBDS).

John is a leadership graduate in the Wisconsin Rapids Area Chamber of Commerce and a member of the Rudolph chapter of the American Legion.

Contact Information

Office: 715.849.5513
kristi.kulas@m3ins.com
Add to Contacts

M3 INSURANCE

Kristi Kulas, CIC, CRM

Account Executive
Property & Casualty

Kristi Kulas is an account executive in the Wausau office of M3 Insurance. Specializing in property and casualty insurance with a focus on manufacturing & distribution, education & government, and food & agriculture groups, Kristi partners with her clients on the implementation of their risk management programs and ensures their insurance coverages continue to meet their changing needs.

Kristi earned a Bachelor of Science degree in business from Edgewood College. While an undergraduate, Kristi interned for a year at M3 and found her niche within the property and casualty practice. In 2006, Kristi joined M3 as a support specialist. She was promoted to account manager in 2008, account executive in the small market practice group in 2016, and transitioned into her current role in January 2020.

Kristi is a Wisconsin licensed property and casualty insurance agent. She has earned her Certified Insurance Counselor (CIC), and Certified Risk Manager (CRM) designations. Kristi is also a HACCP (Hazard Analysis and Critical Control Points) certified individual having completed the training in 2017.

Kristi serves on the Associate Division Board for the Wisconsin Potato and Vegetable Growers Association. Kristi is also a member of the United Way of Marathon County Emerging Leaders and Women United.

Katie Johnson, CIC

Account Manager
Property & Casualty

Katie Johnson is an account manager in the Madison office of M3 Insurance. Specializing in property and casualty insurance, she supports the agency's efforts to build and maintain strong client relationships. Katie meets the service needs of clients by preparing and presenting proposals, processing new business, renewals and change requests and resolving claims and billing issues.

Contact Information

Office: 608.288.2845
katie.johnson@m3ins.com

INSURANCE

Education/Experience

Katie graduated from the University of Northern Iowa in 2012 with a Bachelor of Arts in physical education. Katie began her insurance career in 2015 as an account manager at Murphy Insurance Group/Hub International. Prior to M3, she was an assistant golf professional at the Legend at Bristlecone. Katie joined the M3 team in January 2017 as a support specialist and served in that role until December 2017, when she was promoted to her current role.

Accreditations

Katie is a licensed property & casualty insurance agent in the state of Wisconsin and designated as a Certified Insurance Counselor (CIC).

Contact Information

Office: 608.288.2984
tiffani.xiong@m3ins.com

Tiffani Xiong

Account Specialist
Property & Casualty

Tiffani Xiong is an Account Specialist in the Madison office of M3 Insurance. Specializing in property and casualty insurance in the Education and Government practice group, she supports the agency's efforts to build and maintain client relationships. Tiffani meets clients' service needs in a variety of supportive roles that include preparing proposals, processing renewals and policy changes, and resolving billing problems.

Education/Experience

Tiffani began her insurance career in 2012 at Wisconsin Reinsurance Company as an Administrative Assistant for Personal Lines. She then went on to become a customer relations specialists at the ASU Group where she assisted with the transition of the Local Government Property Insurance Fund policies. She began her career with M3 in June 2018.

Accreditations

Tiffani is a Wisconsin licensed property and casualty agent.

Contact Information

Office: 715.849.5518
jesse.maas@m3ins.com

Jesse Maas

Business Development Executive

Jesse Maas is a business development executive in the Wausau office of M3 Insurance. He educates the business community about M3 services, including insurance and risk management, employee benefits and retirement planning. Jesse assists customers and prospects during the sales process, presenting solutions and matching them with the appropriate service team to address their unique business insurance needs.

Jesse earned his bachelor's degree from the University of Wisconsin-Stevens Point in 2007. He began his insurance career as an account executive at The Insurance Center in 2011. In 2013, he joined River Valley Insurance as an account executive, and in 2016 his role was expanded to include strategic planning and staff development responsibilities. Jesse joined M3 in August 2017.

Jesse is a licensed agent for property and casualty insurance in Wisconsin, and is also HACCP (Hazard Analysis and Critical Control Points) certified, having completed the training in 2017. He is currently pursing his Certified Insurance Counselor (CIC) designation.

Jesse is an advisory board member for Leading With Power of Wausau. He also an active member of Wausau Early Birds Rotary Club, and M3's Wausau United Way Committee. He volunteers his time in the classroom with Junior Achievement, and serves in volunteer and leadership roles at Wausau Alliance Church.

Brian Meyer
Director of Risk Management
Employee Benefits

Brian Meyer is a director of risk management at M3 Insurance. In this role, he oversees a specialized risk management team for M3’s employee benefits services in the areas of data analysis, compliance, health promotions and wellness and employee communication. He also seeks out and evaluates new risk management tools and resources for the agency.

Brian earned a Bachelor of Science degree in business management from the Arizona State University in 2005. After graduation he began working as an underwriter at Cigna Healthcare in Phoenix, Arizona. He was soon promoted to operations manager and then underwriting director, a position he held until he moved to Madison in February of 2014, when he joined the M3 team.

Brian is a Wisconsin licensed health and life insurance agent.

Contact Information

Office: 608.288.2780
brian.meyer@m3ins.com

INSURANCE

Karen J.W. Breitnauer, J.D.

Director of Employee Benefits Compliance

Karen Breitnauer is the director of employee benefits compliance at M3 Insurance. She is responsible for providing compliance information and guidance to clients through education and consultation. In her role she serves as the senior legal staff resource for public and private sector entities on specific compliance topics. Those topics include health care reform, COBRA, HIPAA, FMLA, ERISA and more.

Contact Information

Office: 608.288.2754
karen.breitnauer@m3ins.com

Education/Experience

Karen earned a Bachelor of Arts degree in history and political science from Concordia College in Moorhead, Minnesota and her Juris Doctor (J.D.) from the University of Wisconsin Law School. She began her insurance career with American Family Insurance in the legal and claims departments of the Madison and Milwaukee offices. In addition to her insurance experience, Karen practiced family law and was a sales representative for RIA and Dale of Norway, Inc. Before joining M3 in 2010, Karen was the compliance manager and HIPAA privacy officer at Dean Health Plan, Inc. During the past decade, she has focused on the compliance efforts of our clients. This includes group speaking engagements, creating proprietary educational materials and individual client compliance reviews. This included becoming the lead resource and an industry expert during the implementation of the Affordable Care Act (ACA).

Accreditations

Karen is licensed to practice law in Wisconsin and is a member of the State Bar of Wisconsin.

Community Impact

Karen engages in multiple professional groups, focusing on her legal expertise. She chairs the employee benefits subgroup of the Legal Counsel Working Group for the Council of Insurance Agents & Brokers (CIAB) and heads the Human Resources Committee at St. James Lutheran Church in Verona, Wisconsin.

Contact Information

Office: 608.288.2751
jeff.christensen@m3ins.com

Jeffrey A. Christensen

Director of Communications

Jeffrey Christensen is a director of communications based in the Madison office of M3 Insurance. In his role, Jeff serves as a strategic partner to the M3 sales and service teams. Working with clients, he assists organizations to develop thorough communication plans which address business objectives, multiple audiences, key messages, and effective tactics and timelines.

Education/Experience

Jeff graduated in 1996 from the University of Wisconsin-Stevens Point with Bachelor of Science degrees in Communication and Business Administration. He has more than 15 years of professional communication experience which includes: strategic communication, employee communication, crisis communication, executive communication, media relations, public speaking and communication audits/assessments. Jeff has experience working in public, private and not-for-profit industries of various sizes (100 to 30,000 employees). Before joining M3 in 2013, he was a Senior Communications Advisor for Aurora Health Care in Milwaukee, Wisconsin.

Accreditations

Jeff is a licensed life and health agent in the State of Wisconsin.

Tyler Stuntebeck, ACSM EP-C

Wellness Consultant

Contact Information

Office: 608.288.2734
tyler.stuntebeck@m3ins.com

Tyler Stuntebeck is a Wellness Consultant at M3 Insurance. In his role, Tyler serves as a strategic partner to M3 sales and service by working with clients to develop comprehensive work-site wellness programs. He is responsible for partnering with vendors, carriers, and M3 sales and service to advise clients on the development of health and wellness strategies to meet client business objectives, and engage employees in healthier lifestyles.

Education/Experience

Tyler graduated from the University of Wisconsin–Stevens Point with a Bachelor of Science (Double Major) in Health Promotion & Wellness and Spanish. Tyler began his career in Corporate Wellness at Lands' End. Prior to that, was employed at the UW Medical Foundation, YMCA of Dane County, and Dean Health Plan in a variety of roles. Tyler joined the M3 team in January 2017.

Accreditations

Tyler has received his Exercise Physiology Certification from the American College of Sports Medicine, and is also a Certified Health Coach through the American Council on Exercise. He s currently pursuing his Wisconsin Life and Health Insurance License.

Community Impact

Tyler volunteers his time at the Clean Lakes Alliance and the YMCA of Dane County.

Bryan Weber

Underwriting Advisor
Employee Benefits

Contact Information

Office: 608.288.2736
bryan.weber@m3ins.com

INSURANCE

Bryan Weber is an underwriting advisor in the Madison office of M3 Insurance. He specializes in employee benefits, supporting the agency's efforts to secure new business and strengthen existing client relationships. Bryan's work includes reviewing health plan costs and performance for renewals, developing and maintaining health plan performance reports, and annual funding forecasts.

Bryan received a Bachelor of Business Administration in actuarial science with a focus in risk management and insurance, from the University of Wisconsin - Madison. He began his career with M3 in June 2018 after working as an actuarial analyst and underwriter for Quartz for the previous 4 years.

Bryan is currently pursuing his Associate in the Society of Actuaries (ASA) designation with the Society of Actuaries.

Contact Information

Office: 715.849.5517
ted.hayes@m3ins.com

M3
INSURANCE

Ted Hayes, MSE, CSP

Senior Risk Manager

Ted Hayes is a Senior Risk Manager in the Wausau office of M3 Insurance. Specializing in property and casualty exposures, Ted consults with M3's business, school district and municipality clients to develop safety programs and risk management strategies. His areas of focus include manufacturing, schools, construction, and behavioral safety.

Education/Experience

After receiving his Bachelor of Arts in occupational safety from the University of Wisconsin-Whitewater, Ted went on to earn a Masters of Science in Education (MSE) and ergonomics. He worked with Wausau Insurance Companies as a Safety Consultant for 24 years before joining M3 in 2009.

Accreditations

Ted has earned the designation of Certified Safety Professional (CSP) and is completing the Associate in Risk Management (ARM) designation. He is a member of the American Society of Safety Engineers. He has also served on the board of directors of the Wisconsin Association of School Business Officials (WASBO) and as a member of the WASBO Safety and Risk Management Committee.

Passion/Purpose

As a safety and security consultant with over three decades of experience, Ted is vigilant about asking tough questions and tracking the dangers of our ever-changing culture. He believes the key to keeping our schools and organizations safe lies in proactive action plans and in recognizing, reducing, and eliminating injury exposures and security threats— before bad things happen. Ted regularly serves as a featured speaker for both statewide and national organizations, including the:

- National Sheriffs Association
- National Association of Pupil Transportation
- Kansas Dare Officers Association
- Law Enforcement Training Network
- Wisconsin Attorney Generals Conference
- Wisconsin Company Counselors Association
- Wisconsin Association of School Boards
- Wisconsin Association of School Business Officials
- Wisconsin School Safety Summit

In 2001, Ted co-authored the book “Not In MY School! A Pro-Active Guide to School Violence Prevention” with Waukesha County (WI) Sheriff Bill Kruziki. Ted authored his second book, “If It’s Predictable, It’s Preventable – More than 2,000 Ways To Improve the Safety and Security in Your School” in 2014. He continues to author articles on school safety, security and violence prevention.

Chloe Steinbach

Claim Support Specialist
Property & Casualty

Contact Information

Office: 414.978.1429
chloe.steinbach@m3ins.com

Chloe Steinbach is a claim support specialist in the Milwaukee office of M3 Insurance. Her primary role includes providing a desirable claims submission experience for M3 clients and being a claims team backup during times of need. She supports various risk management logistical needs through collaboration with senior claim specialists, the claims lead and the director of risk management.

Chloe received a Bachelors of Business Administration with a minor in insurance and risk management from the University of Wisconsin - Oshkosh in 2018. She previously worked at Wisconsin Mutual Insurance and interned at Society Insurance in the property, auto, and liability claims department. She began her career with M3 in January 2019.

Chloe is a licensed Wisconsin property and casualty insurance agent. She is in the process of obtaining her Associate in General Insurance (AINS) and Chartered Property Casualty Underwriter (CPCU) designations.

In college, Chloe volunteered as the marketing and recruiting representative for Gamma Iota Sigma (GIS), the insurance, risk management, and actuarial fraternity/sorority at UW Oshkosh. She still serves on the GIS Alumni Council. She also currently volunteers for American Red Cross blood drives and has regularly volunteered at the VA Hospital's monthly Soldiers' Angels Ice Cream Social in the past.

Contact Information

Office: 262.524.6017
julie.hahn@m3ins.com

Julie Hahn

Risk Management Support Specialist

Julie Hahn is a Support Specialist in the Milwaukee office of M3 Insurance. Specializing in property and casualty insurance, her primary role is to assist the Risk Management Team service their clients. Julie sets up claim reviews, provides workers compensation guidance, and assists the claims teams with special projects.

Education/Experience

Julie earned her Bachelor's degree in Business Administration from St. Norbert College in 2006 and completed her Master's degree in Sport Management from Cardinal Stritch University in 2010. She began her insurance career in 2006 at United Heartland in the claims department. In 2012, Julie accepted a two-year NCAA Division III Ethnic Minority and Women's Internship Grant position in the athletic department of Carroll University. At the conclusion of her internship with Carroll, she returned to the insurance industry, joining M3 in 2014.

Accreditations

Julie is a Wisconsin licensed property and casualty insurance agent. She holds her Certified Insurance Service Representative (CISR) designation, and continues to take courses to keep her designation up to date.

Community Impact

Committed to giving back to the community, Julie participates in 5K runs benefiting various organizations including: Susan G. Komen Race for the Cure, Brigg’s and Al’s Run/Walk for Children’s Hospital and Sweet Home Milwaukee for the Hunger Task Force.

Josh Preiser, MBA

Risk Management Analyst II
Property & Casualty

Josh Preiser is a risk management analyst II in the Wausau office of M3 Insurance. Specializing in property and casualty insurance, Josh's role is to review and analyze data on the performance of clients' workers' compensation programs. He generates M3's Risk Analysis Report (RAR), which analyzes a client's actual claims activity to effectively dispute an improperly assigned experience modification factor. This report is further used by the risk manager and the client for strategic planning and benchmarking. Josh also creates additional specialty reports on workers' compensation and other lines of coverage as needed.

Josh earned a Bachelor of Science in economics in 2000 and a Master of Business Administration (MBA) in 2012 from UW-Oshkosh. He went on to gain professional expertise through technical and analytical roles in insurance and trust administration. He has also served as a financial advisor, counseling individuals and business owners on financial products and planning techniques. With over 15 years of insurance and financial services experience, Josh joined the M3 in October 2019

Josh is a licensed health and life agent in the state of Wisconsin.

Contact Information

Office: 715-849-5527
josh.preiser@m3ins.com
https://www.linkedin.com/in/josh-preiser-mba-a6a1122/

M3 INSURANCE

3. Service Delivery

MINIMIZING RISK, MAXIMIZING SUCCESS FOR YOUR CITY

SAMPLE M3 INSURANCE MUNICIPAL RISK MANAGEMENT PLAN & SERVICES

Historically, your Department of Public Works will have the most significant frequency and severity exposure to claims from:

- Working in adverse weather conditions
- Working at elevations and in excavations/trenches
- Traffic exposure
- Use of powered equipment

Additionally, your Police Department will have the greatest severity exposure to claims from:

- Injuries sustained when apprehending an individual
- Gunshots
- Traffic accidents

Your Fire Department/Emergency Medical Service will have the next greatest severity exposure to claims from:

- Fire/Smoke
- Falls from elevation
- Traffic accidents

Risk Management Activity	Comments
Review frequency/severity of your workers' compensation, general liability, and auto liability claims	Determine where and what types of accidents/incidents are occurring Develop risk management plan to focus on those operations with greatest frequency/severity of claims
Involve municipal department heads in the risk management process	Periodic safety surveys focused on patient handling, manual material handling, slip/trip/fall, snow/ice removal Provide training resources based on loss exposures Ensure prompt accident investigations are being performed that focus on correcting unsafe acts and conditions
Focused safety surveys of municipal operations	Coordinate efforts with insurance company to focus safety surveys on loss drivers and accident exposures Focused on operations with greatest frequency & severity of claims Develop involvement & accountability protocols with department managers Focused on manual material handling & slip/trip/fall exposures
Hazard Awareness Training	An interactive training program that was developed using pictures of Wisconsin municipal employees to address the following exposures: ▪ Manual material handling & slip/trip/fall exposures ▪ Vehicle safety concerns ▪ Speed control & safe positioning of vehicles ▪ Exiting/entering vehicles safely ▪ Traffic barricading & flagging procedures ▪ Public liability concerns/Attractive nuisance exposures ▪ Personal protective equipment ▪ Complex traffic patterns on jobsites

Risk Management Activity	Comments
Review risk management controls associated with excavation & trenching operations	Excavation and trenching procedures (excavation sloping calculator)
Provide compliance training program resources	Bloodborne Pathogen, Lockout/Tagout, Confined Space Entry, Respiratory Protection, Hearing Conservation, Personal Protective Equipment, etc.
Zywave resources	Online training materials including municipal safety manual
Security audit of courthouse operations	Review security controls to reduce exposure to violence
Assist in the development of a municipal safety committee	Focus on accident reviews, training reviews, and prioritizing their risk management efforts on those exposures that present the greatest potential for frequency or severity of claims.
Review of municipal general liability concerns	Airports, festivals, parades, fireworks, facility use concerns, new construction concerns, snow/ice removal, sidewalk concerns, etc.
Review of municipal auto liability concerns	Review development of fleet safety manual, driver training needs/requirements, cell phone policies, etc.

FOR ADDITIONAL DISCUSSION, CONTACT:

Ted Hayes, CSP, MSE, Senior Risk Manager
1 Corporate Drive, Suite 600 | Wausau, WI 54401
O: 715.849.5517 | C: 715.340.0755
ted.hayes@m3ins.com

In his role at M3 Insurance, Ted Hayes specializes in developing safety programs and risk management strategies for municipalities throughout the state.

M3 PROPERTY & CASUALTY RISK MANAGEMENT

M3's Property & Casualty Risk Management Team is ready to draw on its 350 years of combined professional experience to serve your unique business needs.

This specialized team works closely with your primary M3 account service team to help you stay ahead of the unique risks your business faces every day.

CLAIMS MANAGEMENT

M3 works as your claims advocate, proactively facilitating the necessary steps, examining policy details to maximize your payout, and acting as an extension of your HR department.

LOSS CONTROL & PREVENTION

M3 helps you manage the health, safety, and environmental risks your business faces – before there's a problem. We sit down and talk with you so we can understand your business, your interests, and your risks. From there we empower you to successfully manage your exposures and provide risk management solutions that can help your business continue to prosper.

DATA ANALYTICS

M3 examines the data behind the rates to provide a qualified assessment of the programs and identify potential savings opportunities. We highlight and summarize the data most indicative of plan performance. Just as important, we present it in a format that's easy to understand and use, helping you convert the information into meaningful change.

LITIGATION MANAGEMENT STRATIGIES

M3's Compliance Attorney is dedicated to keeping you informed about state and federal laws that affect your business.

A Powerful Team

Industry-specific risk managers with specialized designations

20 years
average experience

350 years
combined experience

LOSS CONTROL SERVICES

M3 is able to bring best-in-class resources and analytics to the City of Ashland. We have made significant investments to provide our clients with the most advanced and complete risk management program available in the industry. Our goal is to fully understand each client's business and interests to empower them to successfully manage their exposures. M3's loss control professionals will evaluate your risks and provide risk management solutions to ensure that your business continues to move forward.

RISK MANAGEMENT LOSS CONTROL CONSULTING SERVICES

- Risk assessment/Risk control audits
- Facility surveys
- Regulation compliance
- Loss analysis
- Risk Analysis Report (RAR)
- Training programs
- Safety program development
- OSHA compliance consultations
- Business continuity planning

FLEET SAFETY LOSS CONTROL CONSULTING SERVICES

- Driver selection, training & motivational programs
- Accident investigation and analysis
- Driver review techniques
- Hazardous materials & handling reviews
- Regulation compliance audits

PROPERTY LOSS CONTROL CONSULTING SERVICES

- Special hazard evaluation
- Fire protection evaluation
- Life safety evaluations
- Physical security analysis
- Emergency procedures programs

EMPLOYEE SAFETY LOSS CONTROL SERVICES

- Employee training & orientation program audits
- Accident investigation
- Accident analysis
- Safety promotion
- Return-to-work programs
- Safety committee development and implementation
- Ergonomic evaluations
- 10-hour & 30-hour OSHA training programs

WORKERS' COMPENSATION RISK ANALYSIS REPORT

Although your M3 team works with many manufacturing clients and knows the industry extremely well, each organization differs in its culture. As we continue to learn about the City of Ashland, we can help uncover where to invest attention and resources to achieve cost savings. The tool we use to evaluate your workers' compensation losses is our Risk Analysis Report (RAR). The RAR is a benchmarking and diagnostic tool that we developed to evaluate your workers' compensation loss experience. The RAR analyzes the City of Ashland's workers' compensation performance and identifies loss trends over a three-year period.

LOSS FORECASTING

M3 can also conduct Loss Forecasting. Our data analytics team outlines detailed reporting by calculating reserve analysis, loss forecasts, payout schedules, and net present value analyses. M3 uses this information to negotiate collateral requirements, escrow requirements, and program terms with the insurance companies on behalf of our clients.

AT A GLANCE

M3 INSURANCE

M3 is a top 50 insurance broker and risk management firm in America.

We're leaders in the products we represent and the industries we serve. M3's people are an extension of your team, providing world-class resources to help you manage risk, purchase insurance, and provide employee benefits. And our focus on community builds better places to live and work.

FOUNDED IN 1968

95.5% CLIENT RETENTION RATE

OVER $1.5B IN PLACED PREMIUM ANNUALLY

LARGEST AGENCY IN WI
44 EMPLOYEE SHAREHOLDERS

7 OFFICES

MORE THAN 300 EMPLOYEES

RANKED A TOP 50 BROKER IN AMERICA*

CLIENT ENGAGEMENT SCORE 9.2 (OUT OF 1-10)

*Business Insurance

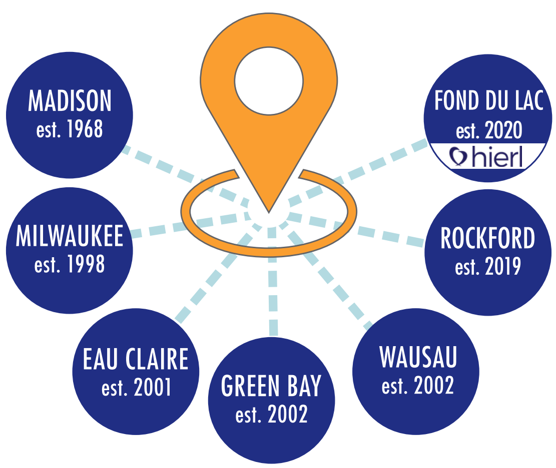
Forward-Thinking

VISION:

M3 will be a top privately owned and independent insurance agency in the country by being **forward-thinking, client-driven** and **powered by team**.

MISSION:

M3 will remain privately owned and independent while delivering world-class expertise and individual attention that meets the unique needs and priorities of our clients, employees, industry partners and community organizations.



Client-Driven

From across the state, the country, and the world – our clients are segmented by industry, geography and size. This way, we can better identify and understand your needs and do more of what you want us to do.

LARGE ACCOUNTS
(500+ employees and/or $500,000+ in commercial P&C premium)

M3 ELEVATE
(2-49 employees and/ or up to $100,000 in commercial P&C premium)

MIDDLE MARKET
(50-499 employees and/or $100,000 - $500,000 in commercial P&C premium)

Powered By Team

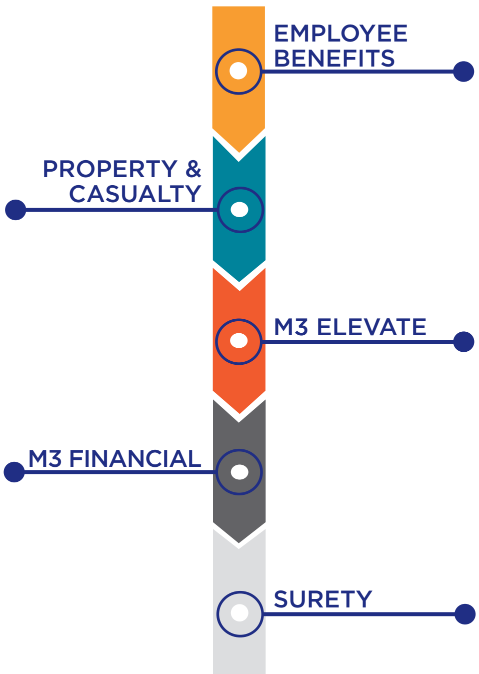
With M3, you have the support of a defined team of

TOP-TALENT PROFESSIONALS,

backed with the bench strength of

WISCONSIN'S LARGEST BROKER.

AT A GLANCE



DIVISIONS

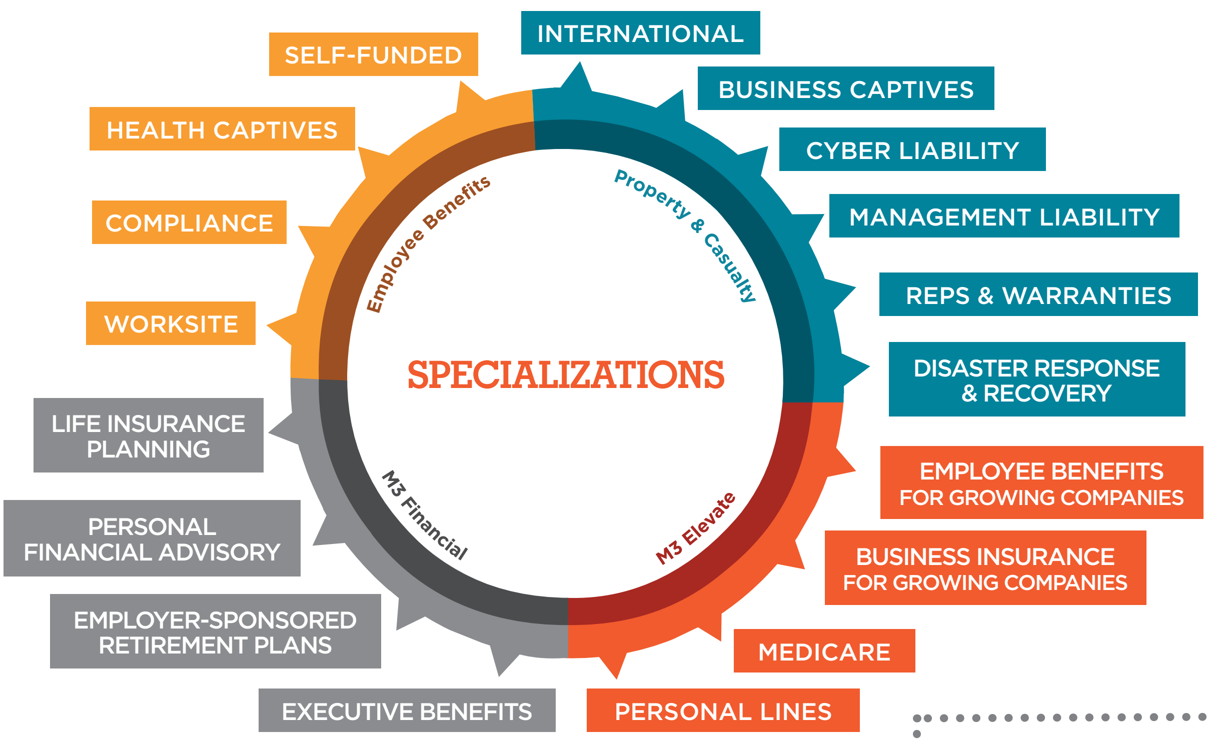
M3 offers insurance, risk management and employee benefits solutions for businesses and individuals.

INDUSTRIES

M3's industry practice group structure allows us to leverage the experience and knowledge of industry thought leaders to keep clients prepared and protected.

- CONSTRUCTION & REAL ESTATE
- EDUCATION & GOVERNMENT
- FINANCIAL INSTITUTIONS
- FOOD & AGRIBUSINESS
- HEALTHCARE
- MANUFACTURING & DISTRIBUTION
- SENIOR LIVING & SOCIAL SERVICES
- TRANSPORTATION

Our people specialize in particular areas of expertise to ensure clients get the very best guidance and resources available.



HEALTH PLAN PERFORMANCE MONITOR

Sample Group A

Current Plan Year Jan-2019 -- Dec-2019. Claims Paid through 12/31/2019

INSURANCE

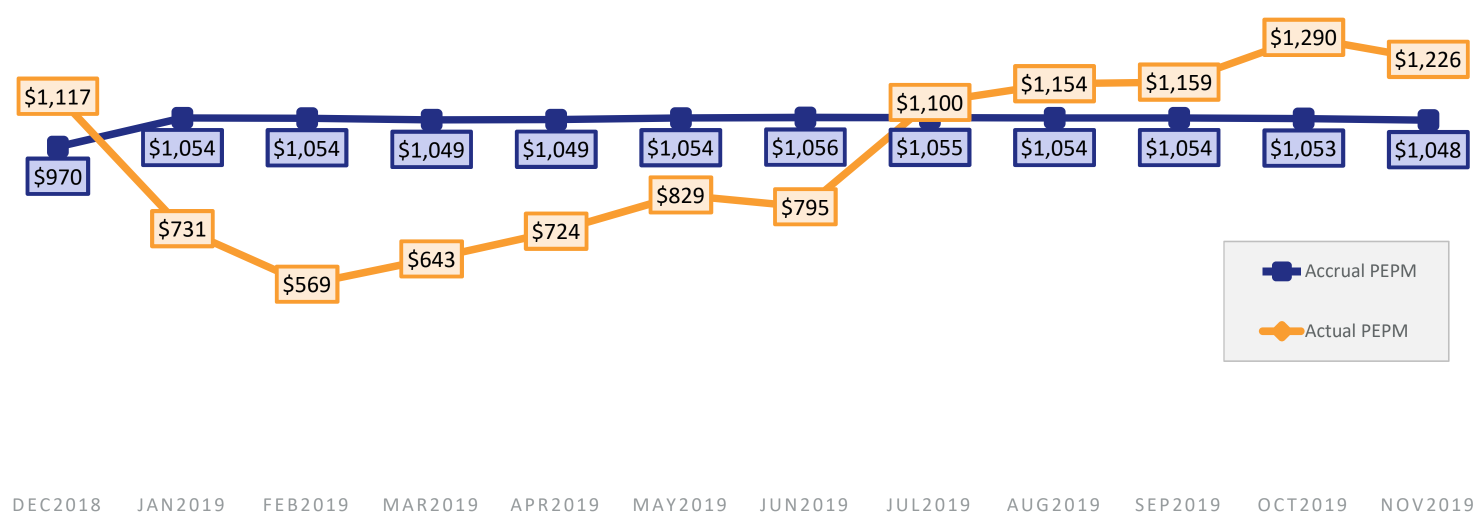
Plan Year to Date Funding Ratio	
88.1%	
Prior Month YTD	85.2%
Prior Year YTD	87.0%

Plan Year to Date Funding Difference ($)	
$1,057,925	
Prior Month YTD	$1,194,938
Prior Year YTD	$943,576

Cost Per Employee Per Year	
$11,133	
M3 Benchmark	$13,559
Prior Year YTD	$11,624

Total Plan Cost	
$7,852,352	
PEPM	$927.74

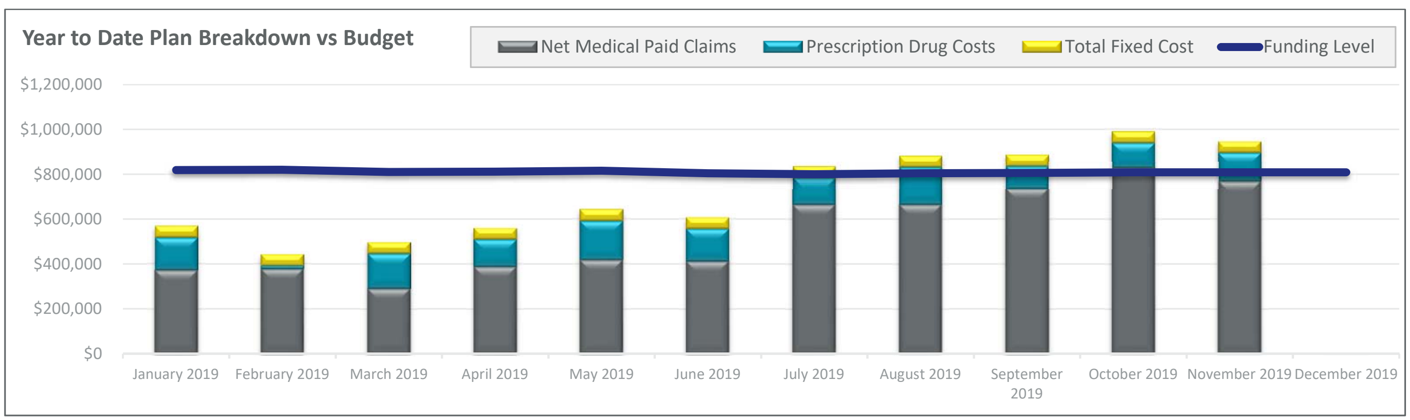
ROLLING 12 MONTH ACTUAL COSTS VS ACCRUAL BY MONTH

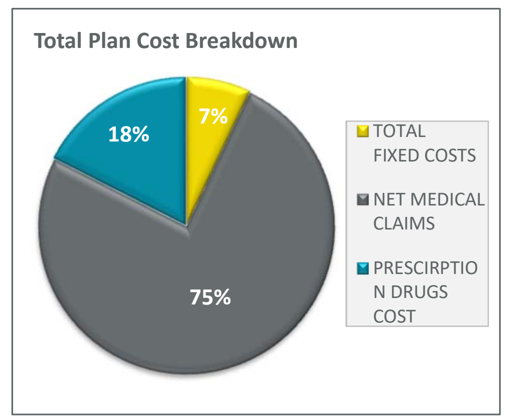


Net Medical Claims	
$5,924,967	
PEPM	$700.02

Pharmacy Claims	
$1,374,935	
PEPM	$162.45

Total Fixed Cost	
$552,449	
PEPM	$65.27





HEALTH PLAN PERFORMANCE MONITOR

Sample Group A

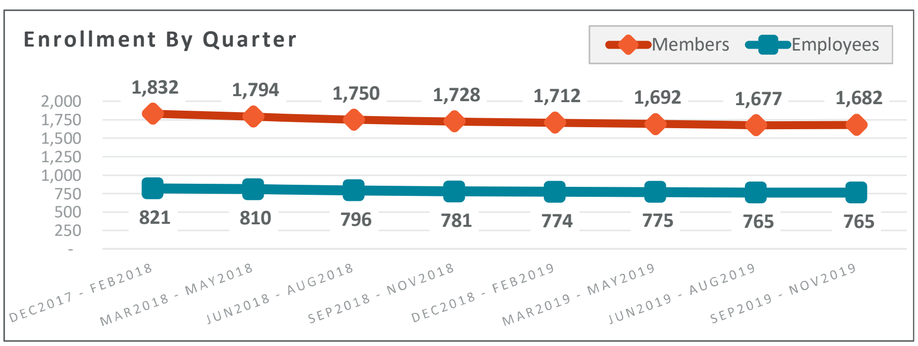
Current Plan Year Jan-2019 -- Dec-2019. Claims Paid through 12/31/2019

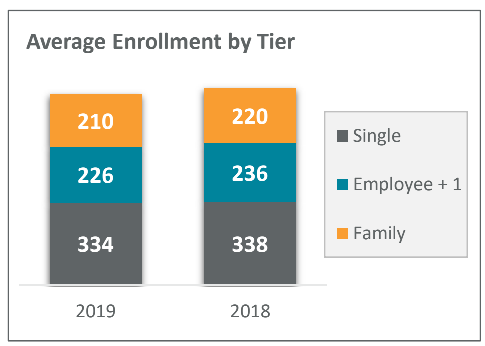
1. REPORT PARAMETERS

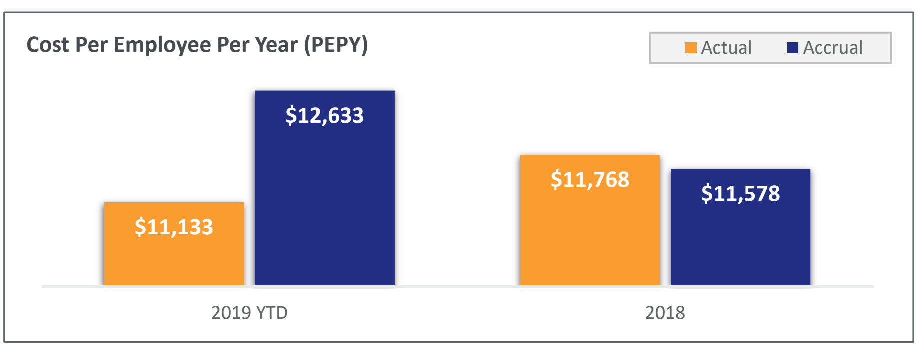
a. Medical Administrator:	UMR		
b. Prescription Drug Administrator:	OptumRx	Total Plan Costs:	$7,852,352
c. Reinsurance Carrier:	QBE	Projected Plan Costs:	$8,910,277
d. Specific Stop-Loss Deductible:	$350,000	Dollar Difference:	$1,057,925
e. Aggregating Specific Deductible:	$0	Funding Ratio:	88%
f. Lasers (Yes/No)	No		
e. Laser Amounts			

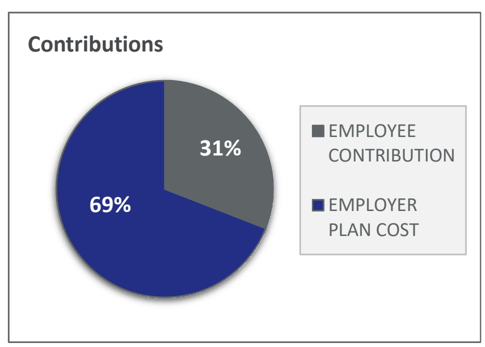
2. PLAN EXPERIENCE

MONTH	TOTAL FIXED COSTS	VARIABLE COST: NET MEDICAL CLAIMS	VARIABLE COST: PRESCRIPTION DRUGS COST	TOTAL VARIABLE COSTS	TOTAL PLAN COSTS	EMPLOYEE CONTRIBUTION	EMPLOYER PLAN COST	TOTAL CONTRACTS
January 2019	$50,745	$372,753	$144,400	$517,153	$567,898	$223,731	$344,167	777
February 2019	$50,790	$378,181	$13,506	$391,686	$442,476	$223,643	$218,833	778
March 2019	$50,271	$291,297	$155,231	$446,528	$496,799	$221,298	$275,501	773
April 2019	$50,309	$388,251	$120,921	$509,172	$559,480	$221,273	$338,207	773
May 2019	$50,576	$417,617	$173,823	$591,440	$642,016	$222,573	$419,443	774
June 2019	$49,941	$413,036	$143,566	$556,602	$606,543	$219,590	$386,953	763
July 2019	$49,615	$664,897	$120,049	$784,946	$834,561	$218,228	$616,333	759
August 2019	$49,866	$664,685	$166,130	$830,815	$880,681	$219,031	$661,650	763
September 2019	$49,948	$736,328	$99,068	$835,396	$885,344	$219,187	$666,157	764
October 2019	$50,162	$827,792	$112,446	$940,238	$990,399	$219,764	$770,635	768
November 2019	$50,227	$770,131	$125,796	$895,926	$946,154	$220,063	$726,091	772
December 2019								
TOTALS	**$552,449**	$5,924,967	$1,374,935	**$7,299,903**	**$7,852,352**	$2,428,381	$5,423,971	**8,464**
Prior Plan YTD	**$557,595**	$6,493,982	$1,428,276	**$7,922,258**	**$8,479,853**	$1,976,192	$6,503,661	**8,754**









HEALTH PLAN PERFORMANCE MONITOR

Sample Group A

Current Plan Year Jan-2019 -- Dec-2019. Claims Paid through 12/31/2019

TOTAL GROUP

1. REPORT PARAMETERS

a. Medical Administrator:	UMR
b. Prescription Drug Administrator:	OptumRx
c. Reinsurance Carrier:	QBE
d. Specific Stop-Loss Deductible:	$350,000
e. Aggregating Specific Deductible:	$0
f. Lasers (Yes/No)	No
e. Laser Amounts	

2. PLAN EXPERIENCE

	FIXED COST			TOTAL FIXED COSTS	VARIABLE COST			TOTAL VARIABLE COSTS	TOTAL PLAN COSTS	ENROLLMENT CONTRACTS				TOTAL CONTRACTS
Month	Provider Network Fees	Admin. Fees	Stop Loss Premiums		Medical Paid Claims	Prescription Drug Costs	Paid Claims over Stop Loss Deductible			Single	Employee + 1	Child(ren)	Family	
January 2019	$4,740	$17,249	$28,756	$50,745	$372,753	$144,400	$0	$517,153	$567,898	$336	$229		$212	$777
February 2019	$4,746	$17,272	$28,772	$50,790	$378,181	$13,506	$0	$391,686	$442,476	$337	$228		$213	$778
March 2019	$4,715	$17,161	$28,396	$50,271	$291,297	$155,231	$0	$446,528	$496,799	$340	$224		$209	$773
April 2019	$4,715	$17,161	$28,433	$50,309	$388,251	$120,921	$0	$509,172	$559,480	$339	$225		$209	$773
May 2019	$4,721	$17,183	$28,671	$50,576	$417,617	$173,823	$0	$591,440	$642,016	$334	$231		$209	$774
June 2019	$4,654	$16,939	$28,348	$49,941	$413,036	$143,566	$0	$556,602	$606,543	$327	$229		$207	$763
July 2019	$4,630	$16,850	$28,135	$49,615	$664,897	$120,049	$0	$784,946	$834,561	$327	$223		$209	$759
August 2019	$4,654	$16,939	$28,273	$49,866	$664,685	$166,130	$0	$830,815	$880,681	$329	$223		$211	$763
September 2019	$4,660	$16,961	$28,326	$49,948	$736,328	$99,068	$0	$835,396	$885,344	$329	$224		$211	$764
October 2019	$4,685	$17,050	$28,427	$50,162	$827,792	$112,446	$0	$940,238	$990,399	$332	$224		$212	$768
November 2019	$4,709	$17,138	$28,380	$50,227	$883,717	$125,796	$113,586	$895,926	$946,154	$339	$222		$211	$772
December 2019														
TOTALS	$51,630	$187,901	$312,918	**$552,449**	$6,038,553	$1,374,935	$113,586	**$7,299,903**	**$7,852,352**	3,669	2,482	0	2,313	**8,464**

3. KEY INDICATORS

Average Single Enrollment:	334	Total Plan Costs:	$7,852,352	Fixed Costs per Employee per Year:	$783
Average Employee + 1 Enrollment:	226	Projected Plan Costs:	$8,910,277	Variable Costs per Employee per Year:	$10,350
Average Family Enrollment:	210	Dollar Difference:	$1,057,925	Total Costs per Employee per Year:	$11,133
Average Total Enrollment:	769	Funding Ratio:	88%		

Dental Plan Performance Monitor
Prepared for ABC Company

I. REPORT PARAMETERS

A. Dental Administrator: UMR

Monthly Rates used for Calculating Dental Premiums:

Single	$40.93
Family	$96.72

II. PLAN EXPERIENCE

	COST ANALYSIS			ENROLLMENT		
Month	Administration	Paid Claims	TOTAL PLAN COSTS	Single Contracts	Family Contracts	TOTAL CONTRACTS
March 2015	$784	$13,431	$14,215	77	93	170
April 2015	$793	$9,386	$10,179	77	95	172
May 2015	$830	$11,596	$12,426	81	99	180
June 2015	$807	$12,464	$13,271	79	96	175
July 2015	$807	$7,916	$8,722	79	96	175
August 2015	$811	$9,879	$10,691	79	97	176
September 2015	$811	$8,050	$8,861	79	97	176
October 2015	$821	$13,812	$14,633	81	97	178
November 2015	$816	$9,753	$10,569	80	97	177
December 2015	$816	$9,097	$9,913	79	98	177
January 2016	$807	$2,908	$3,715	78	97	175
February 2016	$793	$19,211	$20,003	76	96	172
TOTALS	$9,695	$127,502	**$137,197**	945	1,158	2,103

III. KEY INDICATORS

Average Single Enrollment:	79
Average Family Enrollment:	97
Average Total Enrollment:	175

Total Plan Costs:	$137,197
Projected Plan Costs:	$150,681
Dollar Difference:	$13,484
Funding Loss Ratio:	91%
Total Costs per Employee per Year:	$783

3/18/2016

M3 Employee Benefits INSURANCE

Projected Funding Levels: 07/01/XY to 06/30/XZ

Prepared for ABC Company

Completed: 03/14/20XY

Version 3.0

$60,000 Specific Stop Loss Deductible - HCC Life

I. TREND ASSUMPTIONS

Medical Trend	7.0%	
Prescription Drug Trend	11.0%	
Blended Trend	8.0%	*Represents blend of medical & Rx trend based on group experience*
Renewal Date	07/01/20XY	*12/30/20XY*
Projection End Date	06/30/20XZ	*12*

II. HISTORICAL CLAIMS EXPERIENCE

EXPERIENCE PERIOD	8/2/20XX 02/01/XX -01/31/XY	8/2/20XW 02/01/XW -01/31/XX
Paid Medical Claims	$1,591,552	$1,529,169
Paid Prescription Drug Claims	$618,449	$412,875
Less Pooled Claims *(@ $60,000 Stop Loss Threshold)*	($343,074)	($393,790)
Plan Change Adjustment Factor	1.0000	1.0000
Adjusted Paid Claims	$1,866,927	$1,548,254
Number of Months in Experience Period	12	12
Annualized Adjusted Paid Claims	$1,866,927	$1,548,254
Average Contracts[1]	406	337
Claims per Contract per Year	$4,599	$4,598
Trend to Midpoint (number of months)	17.0	28.9
Trend to Midpoint (trend factor)	1.1151	1.2035
Projected Claims per Contract per Year	$5,129	$5,533
Weight	70%	30%
Weighted Average Claims per Contract per Year	$5,250	

[1] Enrollment is lagged three months.

III. CALCULATION OF FUNDING LEVELS

1. Variable Costs

Current Contract Count	450
Projected Plan Year Medical/Rx Claims	$2,362,496

2. Fixed Costs

	Single Rate PEPM	Family Rate PEPM	Total Annual Cost	Notes to Data
Medical Administration	$15.39	$15.39	$83,106	UMR Renewal
Non-incentivized pharmacy credit	($5.00)	($5.00)	($27,000)	UMR Renewal
Provider Network Fees	$11.87	$11.87	$64,098	United Healthcare Options PPO
Utilization and Case Management	$3.51	$3.51	$18,954	UMR Renewal
Medical insured carve out coordination fee	$0.35	$0.35	$1,890	UMR Renewal
COBRA Administration	$1.10	$1.10	$5,940	UMR Renewal
HIPAA Certificates	$0.00	$0.00	$0	UMR Renewal
Stop Loss Interface Fee	$0.00	$0.00	$0	UMR Renewal
Monthly Broker Fee	$2.00	$2.00	$10,800	UMR Renewal
Organ Transplant Policy	$5.88	$13.36	$40,903	U.S. Fire Renewal (est. @ 5%)
Aggregate Stop Loss	$3.69	$3.69	$19,926	HCC Life Renewal
Specific Stop Loss ($60,000 deductible)	$96.43	$285.41	$752,034	HCC Life Renewal
Other Fees	$1.89	$1.89	$10,191	ACA Temporary Reinsurance Fee
Other Fees	$27.78	$27.78	$150,000	Additional Laser Liability on "C. R."
		Total Fixed Costs=	$1,130,841	

Projected Overall Plan Year Expenditures	$3,493,337
Projected Funding w/ Current Rates	$3,253,963
Calculated Funding Rate Increase	**7.36%**

Plan Level	Current Contract Counts	Current Funding Rate	Calculated Funding Rate	Proposed Funding Rate
Single Coverage	348	$471.19	$505.85	$505.85
Spouse Coverage	20	$958.23	$1,028.72	$1,028.72
Child(ren) Coverage	43	$877.39	$941.93	$941.93
Family Coverage	39	$1,289.67	$1,384.54	$1,384.54
Totals	**450**	**$3,253,963**	**$3,493,337**	**$3,493,337**

The recommended rates do not include the plan sponsor's 2% administrative allowance for COBRA Participants

Disclaimer: The calculated proposed funding rates represents our suggestion of what adjustment should be applied to current premium funding rates to meet future expected plan costs. M3 Insurance Solutions, Inc. will not be liable for any potential shortfalls or surpluses of dollars based on these projections.

M3 Employee Benefits INSURANCE

Projected Funding Levels: 07/01/XY to 06/30/XZ

Prepared for ABC Company

Completed: 03/14/20XY

Version 3.0

$65,000 Specific Stop Loss Deductible - HCC Life

I. TREND ASSUMPTIONS

Medical Trend	7.0%	
Prescription Drug Trend	11.0%	
Blended Trend	8.0%	*Represents blend of medical & Rx trend based on group experience*
Renewal Date	07/01/20XY	*12/30/20XY*
Projection End Date	06/30/20XZ	*12*

II. HISTORICAL CLAIMS EXPERIENCE

EXPERIENCE PERIOD	8/2/20XX 02/01/XX -01/31/XY	8/2/20XW 02/01/XW -01/31/XX
Paid Medical Claims	$1,591,552	$1,529,169
Paid Prescription Drug Claims	$618,449	$412,875
Less Pooled Claims *(@ $65,000 Stop Loss Threshold)*	($313,074)	($368,790)
Plan Change Adjustment Factor	1.0000	1.0000
Adjusted Paid Claims	$1,896,927	$1,573,254
Number of Months in Experience Period	12	12
Annualized Adjusted Paid Claims	$1,896,927	$1,573,254
Average Contracts[(1)]	406	337
Claims per Contract per Year	$4,673	$4,672
Trend to Midpoint (number of months)	17.0	28.9
Trend to Midpoint (trend factor)	1.1151	1.2035
Projected Claims per Contract per Year	$5,211	$5,622
Weight	70%	30%
Weighted Average Claims per Contract per Year	$5,334	

[(1)] *Enrollment is lagged three months.*

III. CALCULATION OF FUNDING LEVELS

1. Variable Costs

Current Contract Count	450
Projected Plan Year Medical/Rx Claims	$2,400,517

2. Fixed Costs

	Single Rate PEPM	Family Rate PEPM	Total Annual Cost	Notes to Data
Medical Administration	$15.39	$15.39	$83,106	UMR Renewal
Non-incentivized pharmacy credit	($5.00)	($5.00)	($27,000)	UMR Renewal
Provider Network Fees	$11.87	$11.87	$64,098	United Healthcare Options PPO
Utilization and Case Management	$3.51	$3.51	$18,954	UMR Renewal
Medical insured carve out coordination fee	$0.35	$0.35	$1,890	UMR Renewal
COBRA Administration	$1.10	$1.10	$5,940	UMR Renewal
HIPAA Certificates	$0.00	$0.00	$0	UMR Renewal
Stop Loss Interface Fee	$0.00	$0.00	$0	UMR Renewal
Monthly Broker Fee	$2.00	$2.00	$10,800	UMR Renewal
Organ Transplant Policy	$5.88	$13.36	$40,903	U.S. Fire Renewal (est. @ 5%)
Aggregate Stop Loss	$3.71	$3.71	$20,034	HCC Life Renewal
Specific Stop Loss ($65,000 deductible)	$91.38	$271.41	$713,809	HCC Life Renewal
Other Fees	$1.89	$1.89	$10,191	ACA Temporary Reinsurance Fee
Other Fees	$26.85	$26.85	$145,000	Additional Laser Liability on "C. R."
		Total Fixed Costs=	$1,087,724	

Projected Overall Plan Year Expenditures	$3,488,241
Projected Funding w/ Current Rates	$3,253,963
Calculated Funding Rate Increase	**7.20%**

Plan Level	Current Contract Counts	Current Funding Rate	Calculated Funding Rate	Proposed Funding Rate
Single Coverage	348	$471.19	$505.11	$505.11
Spouse Coverage	20	$958.23	$1,027.22	$1,027.22
Child(ren) Coverage	43	$877.39	$940.56	$940.56
Family Coverage	39	$1,289.67	$1,382.52	$1,382.52
Totals	**450**	**$3,253,963**	**$3,488,241**	**$3,488,241**

The recommended rates do not include the plan sponsor's 2% administrative allowance for COBRA Participants

Disclaimer: The calculated proposed funding rates represents our suggestion of what adjustment should be applied to current premium funding rates to meet future expected plan costs. M3 Insurance Solutions, Inc. will not be liable for any potential shortfalls or surpluses of dollars based on these projections.

Projected Funding Levels: 07/01/XY to 06/30/XZ

Prepared for ABC Company

Completed: 03/14/20XY

Version 3.0

$70,000 Specific Stop Loss Deductible - HCC Life

I. TREND ASSUMPTIONS

Medical Trend	7.0%	
Prescription Drug Trend	11.0%	
Blended Trend	8.0%	*Represents blend of medical & Rx trend based on group experience*
Renewal Date	07/01/20XY	*12/30/20XY*
Projection End Date	06/30/20XZ	*12*

II. HISTORICAL CLAIMS EXPERIENCE

EXPERIENCE PERIOD	*8/2/20XX* 02/01/XX -01/31/XY	*8/2/20XW* 02/01/XW -01/31/XX
Paid Medical Claims	$1,591,552	$1,529,169
Paid Prescription Drug Claims	$618,449	$412,875
Less Pooled Claims *(@ $70,000 Stop Loss Threshold)*	($283,074)	($343,790)
Plan Change Adjustment Factor	1.0000	1.0000
Adjusted Paid Claims	$1,926,927	$1,598,254
Number of Months in Experience Period	12	12
Annualized Adjusted Paid Claims	$1,926,927	$1,598,254
Average Contracts[(1)]	406	337
Claims per Contract per Year	$4,747	$4,746
Trend to Midpoint (number of months)	17.0	28.9
Trend to Midpoint (trend factor)	1.1151	1.2035
Projected Claims per Contract per Year	$5,293	$5,712
Weight	70%	30%
Weighted Average Claims per Contract per Year	$5,419	

[(1)] Enrollment is lagged three months.

III. CALCULATION OF FUNDING LEVELS

1. Variable Costs

Current Contract Count	450
Projected Plan Year Medical/Rx Claims	$2,438,539

2. Fixed Costs

	Single Rate PEPM	Family Rate PEPM	Total Annual Cost	Notes to Data
Medical Administration	$15.39	$15.39	$83,106	UMR Renewal
Non-incentivized pharmacy credit	($5.00)	($5.00)	($27,000)	UMR Renewal
Provider Network Fees	$11.87	$11.87	$64,098	United Healthcare Options PPO
Utilization and Case Management	$3.51	$3.51	$18,954	UMR Renewal
Medical insured carve out coordination fee	$0.35	$0.35	$1,890	UMR Renewal
COBRA Administration	$1.10	$1.10	$5,940	UMR Renewal
HIPAA Certificates	$0.00	$0.00	$0	UMR Renewal
Stop Loss Interface Fee	$0.00	$0.00	$0	UMR Renewal
Monthly Broker Fee	$2.00	$2.00	$10,800	UMR Renewal
Organ Transplant Policy	$5.88	$13.36	$40,903	U.S. Fire Renewal (est. @ 5%)
Aggregate Stop Loss	$3.75	$3.75	$20,250	HCC Life Renewal
Specific Stop Loss ($70,000 deductible)	$86.52	$257.80	$676,855	HCC Life Renewal
Other Fees	$1.89	$1.89	$10,191	ACA Temporary Reinsurance Fee
Other Fees	$25.93	$25.93	$140,000	Additional Laser Liability on "C. R."
		Total Fixed Costs=	$1,045,986	

Projected Overall Plan Year Expenditures	$3,484,525
Projected Funding w/ Current Rates	$3,253,963
Calculated Funding Rate Increase	**7.09%**

Plan Level	Current Contract Counts	Current Funding Rate	Calculated Funding Rate	Proposed Funding Rate
Single Coverage	348	$471.19	$504.58	$504.58
Spouse Coverage	20	$958.23	$1,026.13	$1,026.13
Child(ren) Coverage	43	$877.39	$939.56	$939.56
Family Coverage	39	$1,289.67	$1,381.05	$1,381.05
Totals	**450**	**$3,253,963**	**$3,484,525**	**$3,484,525**

The recommended rates do not include the plan sponsor's 2% administrative allowance for COBRA Participants

Disclaimer: The calculated proposed funding rates represents our suggestion of what adjustment should be applied to current premium funding rates to meet future expected plan costs. M3 Insurance Solutions, Inc. will not be liable for any potential shortfalls or surpluses of dollars based on these projections.

M3 Rx Advantage

M3 INSURANCE

Client ABC

1/1/2018 - 4/30/2018 - Annualized

Total Employees	Total Members	Total Claims
1,500	3,200	111,033

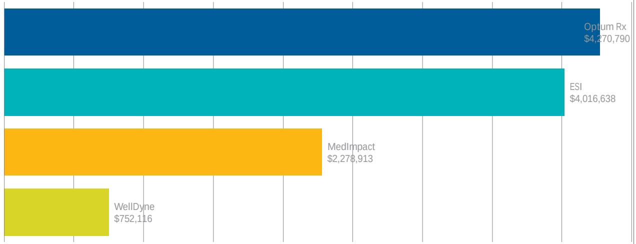
Financial Performance

	INCUMBENT PBM XYZ	Optum Rx	Express Scripts	MedImpact	WellDyne
Ingredient Cost	$7,561,440	$7,990,723	$7,959,229	$8,248,571	$8,279,064
Dispensing Fees	$134,239	$81,930	$85,823	$82,532	$85,823
Member Contribution	-$2,659,800	-$2,659,800	-$2,659,800	-$2,659,800	-$2,659,800
Administration Fees	$0	$0	$0	$0	$0
Rebates	$0	-$1,902,361	-$1,716,707	-$1,620,216	-$1,175,769
Net Plan Cost	$5,035,878	$3,510,492	$3,668,545	$4,051,087	$4,529,317
Annual Savings		$1,525,387	$1,367,333	$984,791	$506,561
		30.3%	27.2%	19.6%	10.1%

Year 1 Pricing

	INCUMBENT PBM XYZ			Optum Rx			Express Scripts			MedImpact			WellDyne		
DISCOUNTS	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail
Traditional Brand															
Traditional Generic															
Specialty															
DISPENSING FEES	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail
Traditional															
Specialty															
OTHER FEES	Per Rx			Per Rx			Per Rx			Per Rx			Per Rx		
Administration															
REBATES	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail	Retail 30	Retail 90	Mail
Traditional Brand															
Specialty Brand															
CREDIT				Per Contract			Per Contract			Per Contract			Per Contract		
Implementation Fund															

3 Year Savings vs Current



Formulary Comparison

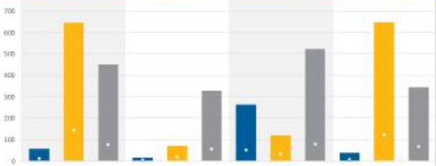
Due to a number of factors outside of our control (to include but not limited to: timing, market shifts, PBM annual changes), any disruption analysis produced in conjunction with the related claims detail provided, may differ from true disruption at the time of analysis and/or implementation.

Copay Impact — Optum Rx (Premium Formulary) | Express Scripts (National Preferred Formulary) | MedImpact (MedPerform Formulary) | WellDyne (Clinical Focus (No NPF))

Decrease
Medications moving from a higher copay to a lower copay.

Increase
Medications moving from a lower copay to a higher copay.

Not Covered
Medications excluded from coverage.



Detailed Formulary Drug Comparison

The detailed drug information below represents the drugs associated with the top 10 impacted members as they pertain to "Increase" and "Not Covered" Copay Impact, for each PBM. This representation is not intended to encompass total Member disruption.

PBM	Increased Copay Impact	# MEM	# RXs	Not Covered	# MEM	# RXs
OPTUMRX	LO LOESTRIN FE 1 MG-10 MCG / 10 MCG TABS PO	19	94	NOVOLOG FLEXPEN 100 UNIT/ML SOPN	7	38
	FLUCELVAX QUADRIVALENT 0.5 ML SUSY IM	17	50	NOVOLOG 100 UNIT/ML SOLN SC	7	35
	CHANTIX STARTING MONTH PAK 0.5 MG X 11 & 1	17	44	ACCU-CHEK AVIVA PLUS STRP VI	7	33
	CHANTIX CONTINUING MONTH PAK 1 MG TABS PC	9	39	DULERA 200-5 MCG/ACT AERO IN	6	21
	CHANTIX 1 MG TABS PO	6	22	TRESIBA FLEXTOUCH 200 UNIT/ML SOPN	5	22
	FLUZONE QUADRIVALENT 0.5 ML SUSY IM	5	15	PROVENTIL HFA 108 (90 Base) MCG/AC	5	17
	SUPREP BOWEL PREP KIT 17.5-3.13-1.6 GM/180ML	5	12	LEVEMIR FLEXTOUCH 100 UNIT/ML SOP	3	27
	ARMOUR THYROID 60 MG TABS PO	4	28	QVAR 80 MCG/ACT AERS IN	3	12
	ENBREL SURECLICK 50 MG/ML SOAJ SC	4	20	EPIPEN 2-PAK 0.3 MG/0.3ML SOAJ IJ	3	11
	SHINGRIX 50 MCG SUSR IM	4	11	TRESIBA FLEXTOUCH 100 UNIT/ML SOPN	3	10
EXPRESS SCRIPTS	CARISOPRODOL 350 MG TABS PO	8	42	VICTOZA 18 MG/3ML SOPN SC	16	77
	MEPERIDINE HCL 50 MG TABS PO	3	7	NOVOLOG FLEXPEN 100 UNIT/ML SOPN	7	38
	NOVOLIN 70/30 RELION (70-30) 100 UNIT/ML SUSI	1	9	NOVOLOG 100 UNIT/ML SOLN SC	7	35
	OXYCODONE HCL ER 10 MG T12A PO	1	4	ACCU-CHEK AVIVA PLUS STRP VI	7	33
	BROMFED DM 30-2-10 MG/5ML SYRP PO	1	3	PROVENTIL HFA 108 (90 Base) MCG/AC	5	17
	AFTERA 1.5 MG TABS PO	1	2	FREESTYLE LITE TEST STRP VI	3	8
	CARISOPRODOL 250 MG TABS PO	1	2	ACCU-CHEK SMARTVIEW STRP VI	2	12
	DEXCOM RECEIVER KIT DEVI XX	1	2	BAYER CONTOUR NEXT TEST STRP VI	2	11
				PRECISION XTRA BLOOD GLUCOSE STR	2	7
				APIDRA 100 UNIT/ML SOLN IJ	1	9
MEDIMPACT	TAYTULLA 1-20 MG-MCG(24) CAPS PO	3	27	ONETOUCH ULTRA BLUE STRP VI	20	99
	CIALIS 5 MG TABS PO	3	9	NOVOLOG FLEXPEN 100 UNIT/ML SOPN	7	38
	OTOVEL 0.3-0.025 % SOLN OT	3	8	NOVOLOG 100 UNIT/ML SOLN SC	7	35
	ACTEMRA 162 MG/0.9ML SOSY SC	2	7	ACCU-CHEK AVIVA PLUS STRP VI	7	33
	BOTOX 200 UNIT SOLR IJ	2	5	BYDUREON 2 MG PEN SC	6	40
	DYMISTA 137-50 MCG/ACT SUSP NA	2	5	TRESIBA FLEXTOUCH 200 UNIT/ML SOPN	5	22
	XYREM 500 MG/ML SOLN PO	1	7	PROVENTIL HFA 108 (90 Base) MCG/AC	5	17
	REMICADE 100 MG SOLR IV	1	6	ONETOUCH VERIO STRP VI	5	15
	SENSIPAR 30 MG TABS PO	1	6	LEVEMIR FLEXTOUCH 100 UNIT/ML SOP	3	27
	TACLONEX 0.005-0.064 % SUSP EX	1	5	TRESIBA FLEXTOUCH 100 UNIT/ML SOPN	3	10
WELLDYNE	LO LOESTRIN FE 1 MG-10 MCG / 10 MCG TABS PO	19	94	INVOKANA 300 MG TABS PO	8	48
	LANTUS SOLOSTAR 100 UNIT/ML SOPN SC	18	86	ACCU-CHEK AVIVA PLUS STRP VI	7	33
	VICTOZA 18 MG/3ML SOPN SC	16	77	HUMALOG 100 UNIT/ML SOLN SC	6	41
	BD PEN NEEDLE NANO U/F 32G X 4 MM MISC XX	9	38	INVOKANA 100 MG TABS PO	6	32
	ONETOUCH DELICA LANCETS 33G MISC XX	7	18	DULERA 200-5 MCG/ACT AERO IN	6	21
	BD PEN NEEDLE MINI U/F 31G X 5 MM MISC XX	5	25	HUMALOG KWIKPEN 100 UNIT/ML SOPN	5	20
	FLUZONE QUADRIVALENT 0.5 ML SUSY IM	5	15	PROVENTIL HFA 108 (90 Base) MCG/AC	5	17
	PREDNISONE 10 MG (21) TBPK PO	5	15	CIALIS 5 MG TABS PO	3	9
	PREDNISONE 50 MG TABS PO	5	15	FREESTYLE LITE TEST STRP VI	3	8
	ARMOUR THYROID 60 MG TABS PO	4	28	ACCU-CHEK SMARTVIEW STRP VI	2	12

confidio

UNMATCHED TRANSPARENCY

Through Ongoing Monitoring...

AWP Brand/Generic Pricing & Guarantees Dashboards/KPI

...We Validate PBM Performance

FINANCIAL ACCOUNTABILITY

Adjudicated Rates: *Monthly*

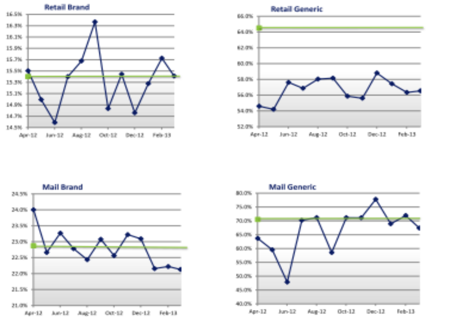
Client ABC

PBM Name: **PBM XYZ**

Time Period: **4/1/2012 - 3/29/2013**

	DISCOUNT GUARANTEE	Actual Effective Discounts											
		Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13
Retail Brand	15.40%	15.5%	15.0%	14.8%	15.4%	15.7%	16.4%	14.8%	15.4%	14.8%	15.3%	15.7%	15.4%
Retail Generic	64.50%	54.6%	54.2%	57.6%	56.9%	58.0%	58.1%	55.9%	55.6%	58.8%	57.4%	56.3%	56.5%
Mail Brand	22.87%	24.0%	22.7%	23.3%	22.8%	22.4%	23.1%	22.6%	23.2%	23.1%	22.2%	22.2%	22.1%
Mail Generic	70.50%	63.7%	59.5%	47.9%	70.2%	71.2%	58.5%	71.1%	71.1%	77.8%	68.9%	71.9%	67.4%

Discount Guarantee vs Actual



Adjudicated Rates: *Quarterly*

Client ABC

PBM Name: **PBM XYZ**

Time Period: **4/1/2012 - 3/29/2013**

	Q2 2012	Q3 2012	Q4 2012	Q1 2013	TOTAL
Retail Brand					
Rxs	829	779	781	697	3,086
Total AWP	$199,888	$195,890	$188,178	$179,565	$763,520
Total Ingrediet Cost	$169,807	$164,948	$159,946	$151,818	$646,519
Effective Rate	**15.05%**	**15.80%**	**15.00%**	**15.45%**	**15.32%**
Guaranteed Rate	**15.40%**	**15.40%**	**15.40%**	**15.40%**	**15.40%**
% Over/Under	-0.35%	0.40%	-0.40%	0.05%	-0.08%
$ Over/Under	-$702	$775	-$748	$94	-$580
Retail Generic					
Rxs	3,312	3,357	3,648	3,439	13,756
Total AWP	$268,267	$288,805	$310,867	$305,527	$1,173,466
Total Ingrediet Cost	$119,645	$122,160	$134,370	$132,079	$508,254
Effective Rate	**55.40%**	**57.70%**	**56.78%**	**56.77%**	**56.69%**
Guaranteed Rate	**64.50%**	**64.50%**	**64.50%**	**64.50%**	**64.50%**
% Over/Under	-9.10%	-6.80%	-7.72%	-7.73%	-7.81%
$ Over/Under	-$24,410	-$19,634	-$24,012	-$23,617	-$91,673
Mail Brand					
Rxs	75	72	73	64	284
Total AWP	$43,563	$43,163	$42,061	$45,499	$174,286
Total Ingrediet Cost	$33,400	$33,350	$32,413	$35,414	$134,578
Effective Rate	**23.33%**	**22.73%**	**22.94%**	**22.17%**	**22.78%**
Guaranteed Rate	**22.87%**	**22.87%**	**22.87%**	**22.87%**	**22.87%**
% Over/Under	0.46%	-0.14%	0.07%	-0.70%	-0.09%
$ Over/Under	$200	-$58	$28	-$321	-$151
Mail Generic					
Rxs	179	205	208	202	794
Total AWP	$50,225	$61,957	$59,042	$58,129	$229,353
Total Ingrediet Cost	$21,932	$20,676	$15,952	$17,819	$76,379
Effective Rate	**56.33%**	**66.63%**	**72.98%**	**69.35%**	**66.70%**
Guaranteed Rate	**70.50%**	**70.50%**	**70.50%**	**70.50%**	**70.50%**
% Over/Under	-14.17%	-3.87%	2.48%	-1.15%	-3.80%
$ Over/Under	-$7,115	-$2,399	$1,466	-$671	-$8,719

TOTAL $ OVER/UNDER PERFORMANCE: -$101,124

Member Cost Share

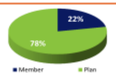
PLAN SPONSOR ABC

PBM Name: **PBM XYZ**

Time Period: **07/01/2012 - 06/30/2013**

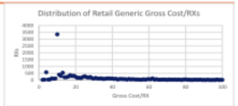
Member Share	Retail	Mail
Generic	28.2%	26.8%
Preferred Brand	17.4%	14.9%
NonPreferred Brand	23.0%	55.9%
Specialty	1.2%	1.3%

Overall Cost Share



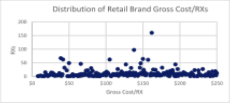
Retail Generic	
Average Copay	$10.02
Average Drug Cost	$38.30

Claims Distribution



Retail Brand	
Average Copay	$35.57
Average Drug Cost	$211.75

Claims Distribution



DISCOUNTS	Rxs	AWP	Ingredient Cost	Actual Discount	Contracted Discount	% Over/Under	$ Over/Under
Retail 30 Brand	11,314	$3,499,847	$2,940,761	15.97%	16.00%	-0.03%	-$889
Retail 30 Generic	62,993	$5,929,852	$1,436,018	75.78%	77.30%	-1.52%	-$89,941
Retail 90 Brand	2,443	$1,681,240	$1,373,387	18.31%	18.50%	-0.19%	-$3,176
Retail 90 Generic	16,624	$4,414,055	$853,419	80.67%	78.30%	2.37%	$104,431
Mail Brand	585	$495,060	$386,136	22.00%	22.00%	0.00%	$11
Mail Generic	2,493	$762,797	$188,902	75.24%	79.30%	-4.06%	-$31,003
TOTAL	97,342	$19,955,243	$9,810,430	50.84%	-	-	-$20,568

DISPENSING FEES	Rxs	Dispensing Fee	Dispensing Fee /Rx	Guaranteed Dispensing Fee	Per Rx Over/Under	$ Over/Under
Retail 30 Brand	11,314	$14,708	$1.30	$1.30	$0.00	$0
Retail 30 Generic	62,993	$81,891	$1.30	$1.30		$0
Retail 90 Brand	2,443	$0	$0.00	$0.00	$0.00	$0
Retail 90 Generic	16,624	$0	$0.00	$0.00	$0.00	$0
Mail Brand	585	$0	$0.00	$0.00	$0.00	$0
Mail Generic	2,493	$0	$0.00	$0.00	$0.00	$0
TOTAL	97,342	$96,950	$1.00	-	-	$0

CHANNEL GUARANTEES	Performance	Payout
Retail 30	-$90,830	-$90,830
Retail 90	$101,254	
Mail Order	-$30,992	-$30,992
Total Guarantee Payout		-$121,823

Independently validated PBM guarantee true-up results within 99.68%

SUBJECT: **Approve a Resolution to Postpone Filling Ward 4 Council Vacancy until After the City of Ashland Redistricting Process due to the 2020 Census *(Clerk)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS:
1. Proposed Resolution
2. Letter of Resignation, August 30, 2021

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN:

SUMMARY STATEMENT:

Anne Whiting, Ward 4 Councilor, submitted her letter of resignation of her position as Ward 4 Councilor on August 31, 2021, citing family reasons. Past practice of the Common Council has been to advertise the vacancy and appoint a replacement to complete the remainder of the position's term, which ends on April 18, 2023, as stated in WI State Statute 17.23, Vacancies in city offices; how filled:

(1) GENERAL AND SPECIAL CHARTER CITIES.
(am) Except as provided in sub. (1b) and s. 9.10, vacancies in offices of mayor or alderperson of cities operating under the general law or special charter may be filled by the common council, by majority vote, appointing a successor to serve for the residue of the unexpired term or until a special election is held, as ordered by the common council under s. 8.50, or an office may remain vacant until an election is held.

During a normal year, it would be recommended to proceed with this process and begin advertising to fill this vacancy by approval of a resolution. 2021 is not a typical year as both Ashland County and the City of Ashland are in the process of redistricting and revising district and ward maps due to the 2020 Census, with a completion deadline of the end of November 2021.

It is the Clerk's recommendation for Council to wait until after the redistricting process is complete at the end of November of this year. This will avoid a potential "short term" councilperson who may not be representing their ward after completion of the redistricting.

RESOLUTION No. 17637

RESOLUTION TO APPROVE TO POSTPONE FILLING WARD 4 COUNCIL VACANCY UNTIL AFTER THE CITY OF ASHLAND REDISTRICTING PROCESS DUE TO THE 2020 CENSUS

WHEREAS, the Ward 4 seat to the Common Council is vacant as of August 31, 2021; and,

WHEREAS, Wisconsin Statutes provide that the Common Council can choose to fill the vacancy to complete the position's term, until the April Spring Election in 2023 "unless otherwise ordered by the Common Council"; and,

WHEREAS, the City of Ashland is currently undergoing redistricting the wards within City limits due to the estimated population after the 2020 Census; and

WHEREAS, if appointed, the appointed Ward 4 Councilor may be displaced by the redistricting process and may no longer represent the newly redrawn Ward 4.

NOW, THEREFORE, BE IT RESOLVED that the Common Council for the City of Ashland, Wisconsin hereby agrees to postpone any appointment to fill the Ward 4 vacancy until after completion of the 2020 Census redistricting process.

Passed: September 14, 2021

____
Councilperson

ATTEST: ____________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

(2452)

August 30, 2021

Mayor Lewis,

It is with a heavy heart that I submit my resignation from the Ashland City Council, Ward 4 representative position. Arriving at this decision has been difficult but necessary as our family situation has changed significantly due to a health issue. I have enjoyed working with various community members and leaders in my short time serving on the council and would like to extend my thanks to you, fellow council members, City staff, and all who have taken the time to work with me. This resignation is effective on September 1, 2021.

Best Wishes,

Anne Whiting

Ward 4

SUBJECT: **Approve Wisconsin Main Street Communities Agreement between the Wisconsin Economic Development Corporation and Ashland Main Street *(Planning)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: City Attorney
Finance Director

EXHIBITS: 1. Wisconsin Main Street Communities Agreement between the Wisconsin Economic Development Corporation and Ashland Main Street

EXPENDITURES REQUIRED: $70,315 - Main Street Manager salary and benefits estimated July 2021 through June 2022
$30,000 - 2021 budget Main street events and initiatives (includes $20,000 grants/fundraising)

AMOUNT BUDGETED: $34,928 - 2021 budget Planning & Development-Main Street Manager salary and benefits July through December 2021
$30,000 - 2021 budget Main street events and initiatives - includes $20,000 grants/fundraising - Special Revenue 245-Community Development

APPROPRIATION REQUIRED: $35,387 - 2022 estimated budget Planning & Development-Main Street Manager salary and benefits Jan through June 2022
2022 Main Street events and initiatives to be continued in 2022 and will be part of the 2022 budget request

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on September 8th, 2021, that Wisconsin Economic Development Corporation is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: Entering into the proposed agreement with Wisconsin Economic Development Corporation to renew Ashland's standing as a Main Street community directly furthers the Comprehensive Plan goal of implementing a state affiliated Main Street Program.

SUMMARY STATEMENT:

The attached Main Street Program Agreement with Wisconsin Economic Development Corporation (WEDC) will renew Ashland's standing as a Wisconsin Main Street community. This is the standard agreement that WEDC enters with all participating communities, which outlines the reporting, staffing, and other requirements which the City has maintained since becoming a Main Street community in 2020.The minimum expenditure requirement is $70,000, which can include the Main Street Manager's salary, City-funded downtown improvements, as well as grant funding and sponsorships that support Main Street goals.

Ashland's Main Street Program has implemented the following projects and initiatives to support the downtown in 2021:

- Administered the Downtown Building Improvement (DBI) Grant Program to promote historic preservation/design and economic vitality
- Provided free online training and technical support for Ashland business owners on a variety of topics including merchandising, human resources, time management, inventory management, marketing, Ecommerce, business valuation and succession planning, and more
- Moores on Main was the winner of the 2021 Main Street Makeover (a grant they were eligible for because of Ashland's Main Street program)

Additionally, the Main Street Program has hosted and/or partnered to host the following events in 2021:

- Ashland Downtown Days
- May Wine Walk in partnership with the Ashland Area Chamber of Commerce
- Co-hosted 2 "Movies in the Park" events with the Vaughn Public Library and Ashland Parks & Rec Department
- Co-hosted yoga in the park series with new business The Arts & Wellness Collective at Event Horizon
- February Snowshoe Stomp
- Upcoming September Wine Walk in partnership with the Ashland Area Chamber of Commerce

Projects and initiatives planned for 2022:

- Volunteer and project coordination for public art to be included in downtown benches
- Downtown business plan competition
- Installation of additional downtown lighting
- Implementation of wayfinding signage

WISCONSIN MAIN STREET COMMUNITIES AGREEMENT

BETWEEN

THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

AND

ASHLAND MAIN STREET

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation together with its successors and assigns ("WEDC"), and Ashland Main Street ("Designated Local Entity"). Certain capitalized terms are defined in Section 1 of this Agreement.

WITNESSETH

WHEREAS, Wis. Stat.§ 238.127 authorizes WEDC to administer a state main street program to coordinate state and local participation in programs offered by the National Main Street Center, Inc., created by the National Trust for Historic Preservation, to assist in the planning, managing and implementing programs for the revitalization of business areas;

WHEREAS, WEDC has been designated as a Main Street Program Coordinating Member by the National Main Street Center, Inc., created by the National Trust for Historic Preservation, and has entered into agreements with the National Main Street Center enabling WEDC to administer the National Main Street America Program in Wisconsin; and

WHEREAS, WEDC has determined that the Designated Local Entity is eligible to participate in the Wisconsin Main Street Program.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Local Program agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 18 of this Agreement.

(b) "Application" means the materials submitted by the Designated Local Entity to WEDC relating to the Local Program's designation as a Main Street Community.

(c) "Effective Date" means July 1, 2021

(d) "Designated Local Entity" means Ashland Main Street.

(e) "Local Executive Director" means the person identified by the Designated Local Entity as responsible for the day-to-day administration of the Wisconsin Main Street Program. For Local

Programs with a population equal to or greater than Five Thousand (5,000), the Local Executive Director shall be a full-time position and for Local Programs with a population less than Five Thousand (5,000), the Local Executive Director may be a part-time position. The Local Executive Director shall be the Local Program's point of contact for local businesses, property owners, and WEDC.

(f) "Local Program" means the Designated Local Entity's program for the revitalization of its Main Street District, as described in the Designated Local Entity's Application and approved by WEDC.

(g) "NMSC" means the National Main Street Center, Inc.

(h) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

(i) "Wisconsin Main Street Program" means WEDC's program, designated by NMSC as a "Main Street Program" and authorized by Wis. Stat. § 238.127, to assist Local Designated Entities in planning, managing, and implementing programs for the revitalization of business areas.

2. Term. The term of this Agreement shall be for a period of one year, beginning on July 1, 2021, and ending on June 30, 2022. The parties understand that WEDC's license agreement with NMSC is set to expire on December 31, 2021. In the event a new license agreement is not executed, WEDC will provide written notice to the Designated Local Entity and this Agreement will be immediately amended or terminated.

3. Designated Local Entity's Obligations. The Designated Local Entity shall:

(a) Strive to achieve national accreditation by the NMSC. If the Designated Local Entity does not currently have national accreditation, they shall obtain national accreditation within three years of date they do not have national accreditation, or will no longer be permitted to participate in the Wisconsin Main Street Program.

(b) Execute a Trademark Sublicense Agreement for use of the "Main Street America" name, trademark, and logo; and comply with NMSC's policies on the use of its trademarks and logos.

(c) Maintain an annual membership with NMSC.

(d) Maintain a volunteer board of directors comprised of members representing downtown and business interests to oversee the continuing development of the Local Program.

(e) Employ a Local Executive Director for the Local Program, and develop a job description which sets forth the responsibilities and compensation of the Local Executive Director.

(f) Maintain worker's compensation insurance for the Local Executive Director.

(g) Participate in training sessions, including attendance at Three (3) annual Wisconsin Main Street Program-sanctioned events.

(h) Maintain an annual Local Program budget based on the following:

(i) For Local Programs with a population equal to or greater than Five Thousand (5,000), the minimum Local Program budget shall be Seventy Thousand Dollars ($70,000);

(ii) For Local Programs with a population less than Five Thousand (5,000), the minimum Local Program budget shall be Forty Thousand Dollars ($40,000).

(i) Submit both monthly performance reports and annual accreditation reports to WEDC in such form and manner as is acceptable to WEDC.

4. WEDC's Obligations. WEDC shall:

(a) Designate a staff person to act as a liaison with the Local Program and handle all communication between and among the Designated Local Entity, Local Program, NMSC, and WEDC.

(b) Plan and implement workshops and training sessions on downtown revitalization topics based on the needs of all Local Programs participating in the Wisconsin Main Street Program.

(c) Perform an annual accreditation review to ensure that the Designated Local Entity and Local Program continues to meet NMSC's accreditation standards.

(d) Provide individual technical assistance for businesses and property owners within the Local Program's Main Street District.

5. Local Program's Warranties and Representations. In addition to the other provisions of this Agreement, the Designated Local Entity hereby warrants and represents that as of the Effective Date of this Agreement and as long as the Designated Local Entity has obligations under this Agreement:

(a) The Designated Local Entity is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Designated Local Entity's ability to perform its obligations under this Agreement.

(b) The undersigned officer of the Designated Local Entity is fully authorized to execute and deliver this Agreement on behalf of the Designated Local Entity and Local Program.

(c) In making these warranties and representations, the Designated Local Entity has not relied on any information furnished by WEDC.

(d) The Designated Local Entity's warranties and representations herein are true and accurate as of the Effective Date of this Agreement and shall survive the execution thereof.

6. Cancellation and Rescheduling of Events. WEDC reserves the right to cancel on-site services or events scheduled for the Local Program based on unforeseen circumstances.

7. Termination. Either party may terminate this Agreement without cause upon Thirty (30) days prior written notice to the other party. If WEDC finds that the Designated Local Entity and/or

Local Program is not in compliance with any requirements of the Wisconsin Main Street Program as outlined in this Agreement, and as required by NMSC, WEDC shall have the right to immediately terminate this Agreement and withhold further services.

8. Wisconsin Public Records Law. The Designated Local Entity understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39 and any successor statutes and regulations.

9. Additional Requirements.

(a) Project Records and Financial Records. The Designated Local Entity shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Designated Local Entity's performance under this Agreement, whether created by the Designated Local Entity or by a third party conducting Project-related activities on behalf of the Designated Local Entity, and the performance reports provided to WEDC. The Designated Local Entity shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Designated Local Entity for a period of at least Three (3) years after June 30, 2022.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Designated Local Entity, have the right to enter the Designated Local Entity's premises, during normal business hours, to inspect the Designated Local Entity's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Designated Local Entity.

(ii) The Designated Local Entity shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.

(iii) WEDC reserves the right to conduct a physical site visit during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Designated Local Entity hereby authorizes WEDC to request and receive confidential information that the Designated Local Entity has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Designated Local Entity's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Designated Local Entity 's employees; the monthly employee count; and the Designated Local Entity 's FEIN, NAICS code, and legal and trade names. The Designated Local Entity also authorizes WEDC to share information submitted to WEDC by the Designated Local Entity with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Designated Local Entity's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Designated Local Entity shall provide written notice to, and obtain approval from, WEDC prior to any assignment, consolidation or merger with or into any other unrelated entity.

(e) Public Announcement. The Designated Local Entity agrees to work with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Designated Local Entity covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

10. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

11. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

12. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

13. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE DESIGNATED LOCAL ENTITY CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE DESIGNATED LOCAL ENTITY HEREUNDER.

14. LIMITATION OF LIABILITY. THE DESIGNATED LOCAL ENTITY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY DESIGNATED LOCAL ENTITY.

15. Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

16. WEDC Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Designated Local Entity or any beneficiary thereof.

17. Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

18. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

19. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Designated Local Entity's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Designated Local Entity and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Designated Local Entity have executed and delivered this Agreement effective as of the Effective Date.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: ____________________________________ ___________________
Melissa L. Hughes, Date
Secretary and CEO

ASHLAND MAIN STREET

By: ____________________________________ ___________________
Debra Lewis/Mary McPhetridge, Date
Mayor/Chair

Notices to the Designated Local Entity hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Ashland Main Street
601 Main Street W
Ashland, WI 54806
Attn: Jaclynn Findlay
Email: jfindlay@coawi.org

Notices to WEDC hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the Designated Local Entity's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Wisconsin Main Street Communities
legal@wedc.org
Contract # MAIN STREET
FY22-AK6118

SUBJECT: **Approve a Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Environmental Improvement Fund for the 2022 Sanitary Sewer Rehabilitation & Replacement Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Finance Director
Public Works Director

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed construction conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The City of Ashland's issues with infiltration and inflow can be correlated to the age and condition of the sewer collection system, with 28% of the pipes being 100 years or older and 43% being 60 years or older as of December 2020. This issue should be addressed through the annual identification and delivery of capital projects for the renewal and replacement of sewer pipes. Public Works has identified the WI DNR's Clean Water Loan Program (CWLP) as a source of funding for these projects due to the low interest rate, 30 yr payback period, and opportunity for principal forgiveness.

In 2019, 2020 and 2021, the City contracted with Hydro Klean to clean and televise significant portions of the sewer collection system. The information gathered via televising is being used to prioritize mains for renewal/replacement and develop the scope of capital projects. In March 2020, the Council approved a contract with Short Elliot Hendrickson (SEH) to provide the technical design for the 2020 and 2021 Sanitary Sewer Collection System Repair projects. Together, these two projects will result in nearly six miles of sewer mains being rehabilitated via Cure In Place Pipe (CIPP) technology. The 2021 project will be funded by the CWLP and SEH is assisting the City in obtaining these funds.

In March 2021, Council approved another contract with SEH to provide technical design and pursue CWLP funding for the 2022 Sanitary Sewer Collection System Repair project. The 2022 Sanitary Sewer Rehab & Replacement Project is expected to include a mixture of direct replacement, CIPP and manhole rehabilitation.

The Council is asked to adopt the attached Resolution to insure that it will be possible to reimburse municipal funds from the future CWLP to support municipal investments required for the 2022 Sanitary Sewer Rehabilitation & Replacement Project. The City is not guaranteed approval of CWLP funds but has remained in contact with WI DNR staff about the application and need for the project.

RESOLUTION No. 17638

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN ENVIRONMENTAL IMPROVEMENT FUND FOR THE 2022 SANITARY SEWER REHABILITATION & REPLACEMENT PROJECT

WHEREAS, the City of Ashland, Wisconsin intends to file an application for State financial assistance for rehabilitation improvements to the sanitary sewer system WDNR project number 4525-18 (referred to as the "Project"), under the Wisconsin Environmental Improvement Fund; and

WHEREAS, the City of Ashland expect to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the Bonds will not be issued prior to of June 2022, the City of Ashland City Council must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the City of Ashland to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

BE IT THEREFORE RESOLVED by the City of Ashland Common Council that:

Section 1) Expenditure of Funds. The City of Ashland City Council shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The City of Ashland City Council hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed an estimated amount of $2,000,000.

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this 14th day of September, 2021

City of Ashland, Ashland County, Wisconsin

Approved: September 14, 2021

____

Councilperson

ATTEST:

____

Denise Oliphant, City Clerk

____

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____

Tyler W. Wickman, City Attorney

(2453)

SUBJECT: **Approve an Authorizing Resolution for Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs *(Parks & Recreation)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: TBD

AMOUNT BUDGETED: 2022 Budget Forestry Fund 470: Capital Improvement Fund

APPROPRIATION REQUIRED: TBD

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORD. 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, the City of Ashland's Tree Management Plan and the City of Ashland's Strategic Plan.

SUMMARY STATEMENT:

The City of Ashland is seeking continued assistance from the Wisconsin Department of Natural Resources to re-establish an effective Urban Forestry Program. The grant request would be used to update the City's current tree inventory, replanting of the current urban forest, and implementation of the newly updated City of Ashland Emerald Ash Boarer (EAB) plan.

The City's current tree inventory was done in 2017 and it is recommended to be done every five years. Over the course of the last five years, the online inventory has not been updated and there have been some major changes to the city's urban forest in this time. To accurately manage the trees, an updated inventory must be done. Current staff will also be able to learn how to update and manage the new inventory.

Other aspects of this grant would be to replant street trees removed as part of construction projects and EAB readiness.

RESOLUTION No. 17639

RESOLUTION TO APPROVE AN AUTHROIZING RESOLTUION FOR URBAN FORESTRY GRNAT AND URBAN FORESTRY CATASTROPHIC STORM GRAM PROGRAMS

WHEREAS, the applicant, The City of Ashland, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.; and

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the applicant, City of Ashland, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Sara Hudson, Parks and Recreation Director, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Approved: September 14, 2021

____
Councilperson

ATTEST: ____________________________
Denise Oliphant, City Clerk

____
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

____
Tyler W. Wickman, City Attorney

I hereby certify that the foregoing resolution was duly adopted by (applicant organization's governing body) at a legal meeting on the _________ day of_________________________, 20____.

Authorized Signature	Title	Date Certified

(2453)

SUBJECT: **Approve Change Order No. 1 to Northern Interstate Construction for the 2021 Waterfront Access Road Project *(Public Works)* Roll**

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS: 1. Change Order No. 1

EXPENDITURES REQUIRED: $74,753.50- Change Order #1 Total Amount (Not to Exceed)

AMOUNT BUDGETED: -$0-

APPROPRIATION REQUIRED: $29,350.00- Fund 680 Water
$45,403.50- Fund 690 Wastewater

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on September 13, 2021 that Northern Interstate Construction is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed construction conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

At the April 20, 2021 meeting, Council approved to award the 2021 Waterfront Access Road Project to Northern Interstate Construction. The project is partially funded by the Wisconsin Department of Transportation (WI DOT) Local Roads Improvement Program (LRIP) but, per WI DOT program criteria, the City of Ashland is responsible for all costs associated with water and wastewater utility infrastructure.

The project design called for the newly installed water main facilities to be connected to existing mains at the intersection of Stuntz Avenue and St Claire Street. Once the existing mains were exposed, it was discovered that they were leaking significantly and contained significant portions of lead. Both the Public Works Director and Utility Manager determined that the best course of action would be to replace all pipe in the intersection, which was outside the original scope of the project.

In addition, when installing new sewer main facilities, large concrete footings were discovered under St Claire Street. These footings were a remnant from the railroad trestle that historically crossed Stuntz Ave and required removal in order for the new sewer main to be installed per design. When connecting individual sewer service laterals, it was determined that the vast majority of the existing laterals were 6-inch diameter, rather than the 4-inch diameter assumed during the design. Applicable technical codes prohibit any reduction in size along the length of a sewer lateral. As a result, revised pricing was requested from the contractor to allow for the installation of 6-inch laterals from the sewer main to the Right of Way (ROW) line.

Staff is requesting Council's approval of Change Order #1 to the contract as the cost exceeds the authority of staff as defined in City Ordinance 194.

CHANGE ORDER NO.1

Owner:	City of Ashland	Owner's Project No.:	470202102
Engineer:	Cedar Corporation	Engineer's Project No.:	A2920-014
Contractor:	Northern Interstate Construction	Contractor's Project No.:	N/A
Project:	Waterfront Access Road		
Contract Name:			
Date Issued:	9/14/2021	Effective Date of Change Order:	9/14/2021

The Contract is modified as follows upon execution of this Change Order:

Description:

Approval of Additional Work Completed at Owner's direction:

-Additional watermain replacement at intersection of St Claire and Stunz Ave

- Inc. bid item for Watermain PVC900, 12" est. qty 150 @ $105/LF ($15,750)
- Inc. bid item for Gate Vale, 12" est. qty 2 @$5,400 ($10,800)
- Inc. bid item for Connect to Existing Pipe, 12" est. qty 2 @ $1,400 ($2,800)

-Replacement of 6" sanitary sewer laterals

- Inc. bid item for Sanitary Sewer Service 6-inch, est. qty 800 @ $56/LF ($44,800)
- Deduct Sanitary Sewer Service 4-inch, est. qty 250 @$42/LF (-$10,500)
- Inc. bid item for Sanitary Sewer Wye, 8" x 6" est. qty 20 @ $250/EA ($5,000)

-Removal of Concrete Foundation During Sanitary Sewer Installation

- Inc. bid item for Remove Existing Foundation, est. qty 1 @ $6,103.50/LS ($6,103.50)

Attachments:

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 903,058.05	Original Contract Times: Substantial Completion: October 15,2021 Ready for final payment: October 30,2021
Increase from previously approved Change Orders No. to No. $ 0	Increase from previously approved Change Orders No. to No. Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $ 903,058.05	Contract Times prior to this Change Order: Substantial Completion: October 15,2021 Ready for final payment: October 30,2021
Increase this Change Order: $ $74,753.50	Increase this Change Order: Substantial Completion: October 15,2021 Ready for final payment: December 1, 2021
Contract Price incorporating this Change Order: $ $977,811.55	Contract Times with all approved Change Orders: Substantial Completion: October 15,2021 Ready for final payment: October 30,2021

	Recommended by Engineer (if required)	Accepted by Contractor
By:		
Title:		
Date:		
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		