

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.  
<https://www.youtube.com/c/CityofFranklinWIGov>

**Revised G.2.A.**

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY OCTOBER 15, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of October 1, 2024.
- D. Hearings.
- E. Organizational: Mayoral Commission Appointments: James McWilliams, 4645 W. Sherwood Dr., Ald. Dist. 4 - Technology Commission, 3 year unexpired term expiring 04/30/25.
- F. Letters.
- G. Reports and Recommendations:
  - 1. Information Council update from City Assessors, Forward Appraisal.
    - 1.A. Oak Creek-Franklin Joint School District information presentation with regard to a referendum question to be on the November 5, 2024 election ballot: Shall the Oak Creek-Franklin Joint School District, Milwaukee County, Wisconsin be authorized to issue pursuant to Chapter 67 of the Wisconsin Statutes, general obligation bonds in an amount not to exceed \$34,300,000 for the public purpose of paying the cost of a school building and facility improvement project consisting of: construction of an addition to the 9th Grade Center for a community pool, a competition pool and related parking lot and site improvements; renovations to the old pool, including to convert it to a weight room; safety and security improvements including to construct an enclosed walkway between the 9th Grade Center and the High School; district-wide capital maintenance and building infrastructure improvements; and acquisition of furnishings, fixtures and equipment?
  - 2. Standards, Findings and Decision of the City of Franklin Common Council upon the Application of John Spitz, Fox Glen Corporate Centre, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
    - \*2.A. An Ordinance to amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) to allow Educational Services as a Permitted Use and to allow a building addition

- and site changes (Islamic Society of Milwaukee, Applicant) (Islamic Foundation of Greater Milwaukee, Property Owner) (8910 S. 102nd Street).
3. Acquisition of Mine Resistant Ambush Protection Armored Rescue Vehicle for the Franklin Police Department.
  4. Approval to Appoint Mr. Glen Beardsley as Interim Sewer & Water Superintendent.
  5. Motion to approve the Director of Health and Human Services to accept the Immunization COVID Supplement 3 Grant period extension.
  6. Motion to approve the Director of Health and Human Services to accept the 2024 Division of Public Health Consolidated Contracts to continue funding health department grants.
  7. A Resolution to Issue Change Order No. 3 to Dorner, Inc. for the Water Transmission Main (Contract A) along S. Lovers Lane to reduce total project costs by \$64,231.
  8. Authorize the transfer of funds and amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the General Fund to Re-Appropriate Funds from IT Data Processing Services to Other IT Non-Personnel Services.
  9. A Resolution to Rescind Resolution No. 2024-8120, A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Sanitary Sewer, Storm Water Management Access, and Water Main at 9410 S. 76th Street and 7520 W. Ryan Road (TKNs 884-9997-000 and 884-9998-000), and to Replace it with A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Sanitary Sewer, Storm Water Management Access, and Water Main at 9410 S. 76th Street and 7520 W. Ryan Road (TKN 884-9001-000, 884-9002-000 & 884-9003-000).
  10. Approval of 2025 Employee Benefit-Related Coverages.
  11. A Resolution Authorizing Certain Officials to Execute a Surplus Energy Purchase Agreement with Wisconsin Electric Power Company for the Franklin Library Building Facilities, and another one for the Franklin Fire Department Building Facilities, in Furtherance of the Master Energy Services Agreement and the Performance Contract Previously Entered Into with Johnson Controls, Inc., to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure.
  12. Finance Committee Recommended Changes to the 2025 Mayor's Recommended Budget.
  13. *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman*; Milwaukee County Circuit Court Case No. 24-CV-7479. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits: License Committee Meeting of October 15, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

\*Supporting documentation and details of these agenda items are available at City Hall during normal business hours

[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services For additional information, contact the City Clerk's office at (414) 425-7500 ]

REMINDERS:

October 17	Plan Commission	6:00 p.m.
October 28	Committee of the Whole	6:30 p.m.
November 5	General Election	7:00 a.m.-8:00 p.m.
November 6	Common Council	6:30 p.m.
November 7	Plan Commission	6:00 p.m.
November 19	Common Council	6:30 p.m.
November 21	Plan Commission	6:00 p.m.
November 28 & 29	City Hall Closed-Thanksgiving	

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
OCTOBER 1, 2024  
MINUTES

- ROLL CALL                    A.     The regular meeting of the Franklin Common Council was held on October 1, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. Also in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.
  
- CITIZEN COMMENT        B.1.   Citizen comment period was opened at 6:30 p.m. and was closed at 6:30 p.m.
  
- PROCLAMATION IN  
RECOGNITION OF  
LEARY C. PETERSON        B.2.   Mayor Nelson presented a Proclamation in Recognition of Service of Leary C. Peterson.
  
- MINUTES  
SEPTEMBER 17, 2024      C.     Alderman Hasan moved to approve the minutes of the Common Council meeting of September 17, 2024, as corrected. Seconded by Alderman Peccarelli. All voted Aye. Motion carried.
  
- MAYORAL  
APPOINTMENT            E.     Alderman Peccarelli moved to confirm the following Mayoral Appointment: Amanda Pound, 8255 W. Forest Hill Ave., Franklin Public Schools, Director of Teaching and Learning – Library Board, 3 year unexpired term expiring 06/30/2026. Seconded by Alderman Craig. On roll call, all voted Aye; motion carried.
  
- CONTRACT WITH  
LANGUAGE LINE  
SERVICES INC.            G.1.   Alderwoman Eichmann moved to authorize the Municipal Judge to sign the Statement of Work & Master Service Agreement with Language Line Services Inc. Seconded by Alderman Barber. All voted Aye; motion carried.
  
- FRANKLIN PUBLIC  
SCHOOL  
REFERENDUM  
PRESENTATION            G.2.   This item is for information only. No action requested.
  
- AGREEMENT  
BETWEEN CITY OF  
FRANKLIN AND  
EPLEX LLC                G.3.   Alderman Barber moved to approve to enter into a Professional Services Agreement between the City of Franklin and EPLEX, LLC, (DBA E-Plan Exam), for Commercial Building, HVAC and Plumbing Plan Reviews and approve attached E-Plan Review Fee Schedule, Option B. Seconded by Alderwoman Day. All voted Aye; motion carried.

FOX GLEN  
CORPORATE CENTRE  
SPECIAL EXCEPTION

G.4. Item will be brought back at the request of the property owner.

ORD. 2024-2637  
RE-APPROPRIATE  
FUNDS FOR THE  
PURCHASE OF A  
SHOULDERING  
MACHINE

G.5. Alderman Barber moved to adopt Ordinance No. 2024-2637, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE STREET IMPROVEMENT FUND AND CAPITAL OUTLAY FUND TO RE-APPROPRIATE \$61,000 OF STREET IMPROVEMENT APPROPRIATIONS FOR THE PURCHASE OF A SHOULDERING MACHINE. Seconded by Alderman Hasan. On roll call, all voted Aye; motion carried.

ORD. 2024-2638  
PROVIDE  
ADDITIONAL FUNDS  
FOR THE SCHOOL  
TRAFFIC SIGNAL  
PROJECT

G.6. Alderman Barber moved to adopt Ordinance No. 2024-2638, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$8,000 APPROPRIATIONS AND RESOURCES FOR THE SCHOOL TRAFFIC SIGNAL PROJECT. Seconded by Alderman Craig. On roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Barber, Alderman Craig voted Aye, Alderman Day voted No. Motion carried. (5-1-0)

ACCEPTANCE OF THE  
2023 ANNUAL  
COMPREHENSIVE  
FINANCIAL REPORT

G.7. Alderwoman Eichmann moved to accept and place on file the 2023 Annual Comprehensive Financial Report for the City of Franklin. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8213  
RESCISSION AND  
REFUND FOR  
TKN 841-0155-000

G.8. Alderwoman Eichmann moved to approve Resolution No. 2024-8213, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 841-0155-000, and direct staff to file the chargeback request with the Department of Revenue to seek compensation from the other taxing authorities. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2024-2639  
PROVIDE  
ADDITIONAL FUNDS  
FOR ASSESSOR  
CONTRACTUAL  
SERVICES

G.9. Alderman Barber moved to adopt Ordinance No. 2024-2639, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE ADDITIONAL \$340,000 APPROPRIATIONS FOR ASSESSOR CONTRACTUAL SERVICES. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

2024 PPII SUMP PUMP  
PROJECT

G.10. Alderwoman Eichmann moved to approve Pay Application 1 and Change Order 1 for the 2024 PPII Sump Pump Project-MMSD Funding Agreement M10005FR01. Seconded by Alderman Hasan. All voted Aye; motion carried.

ORD. 2024-2640  
PROVIDE  
ADDITIONAL FUNDS  
FOR WISDOT  
PROJECT ON S.  
LOVERS LANE FROM  
W. RAWSON AVE. TO  
W. COLLEGE AVE.

G.11. Alderman Barber moved to adopt Ordinance No. 2024-2640, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$445,550 APPROPRIATIONS FOR THE WISDOT PROJECT ON S. LOVERS LANE FROM W. RAWSON AVE. TO W. COLLEGE AVE. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

ENGINEERING  
DEPARTMENT -  
OCTOBER 2024  
UPDATE

G.12. This report is for informational purposes only. No action required at this time.

ORD. 2024-2641  
PROVIDE  
ADDITIONAL FUNDS  
FOR THE ELECTIONS  
DEPARTMENT

G.13. Alderman Barber moved to adopt Ordinance No. 2024-2641, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO PROVIDE ADDITIONAL \$22,500 APPROPRIATIONS FOR THE ELECTIONS DEPARTMENT. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ORD. 2024-2642  
ALLOW FOR THE  
SALE OF  
INTOXICATING  
LIQUOR FOR OFF  
PREMISES  
CONSUMPTION

G.14. Alderman Barber moved to adopt Ordinance No. 2024-2642, AN ORDINANCE TO AMEND §158-8C. OF THE MUNICIPAL CODE TO ALLOW FOR THE SALE BY "CLASS B" LICENSE HOLDERS OF INTOXICATING LIQUOR FOR OFF PREMISES CONSUMPTION. Seconded by Alderman Craig. On a roll call, Alderman Peccarelli, Alderwoman Eichmann, Alderwoman Day, Alderman Barber and Alderman Craig voted Aye, Alderman Hasan abstained. Motion carried. (5-0-0-1)

APRIL – JUNE, 2024  
MONTHLY  
FINANCIAL REPORT

G.15. Alderman Barber moved to receive and place on file. Seconded by Alderwoman Day. All voted Aye; motion carried.

MISCELLANEOUS  
LICENSES

H. Alderwoman Eichmann moved to approve the following licenses of the License Committee Meeting of October 1, 2024:

Grant New 2024-2025 Operator License to: Jennifer Drzewiecki, Holly Pesch, & Samuel Tretow.

Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

Alderwoman Eichmann moved to approve the Extraordinary Entertainment & Special Event-Fireworks for a Private Event at Crystal

Ridge Lodge, event date October 20, 2024, with a strict stop time of 8:15 p.m. with this request relatively unique to the City with regard to firework permits and that any future private event permits are subject to City review and determination with regard to same over all. Seconded by Alderman Hasan. On roll call, Alderman Peccarelli, Alderwoman Day, Alderman Barber and Alderman Craig voted No. Alderwoman Eichmann and Alderman Hasan voted Aye. Motion failed. (2-4-0)

VOUCHERS AND  
PAYROLL

- I. Alderman Hasan moved to approve City vouchers with an ending date of September 26, 2024, in the amount of \$1,321,201.93, and payroll dated September 20, 2024 in the amount of \$480,990.51 and payments of the various payroll deductions in the amount of \$507,769.42 plus City matching payments, and estimated payroll dated October 4, 2024 in the amount of \$483,000 and payments of the various payroll deductions in the amount of \$ 55,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 8:57 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

<p><b>APPROVAL</b></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b> <b>10-15-24</b></p>
<p><b>ORGANIZATIONAL BUSINESS</b></p>	<p><b>Mayoral Appointment</b></p>	<p><b>ITEM NUMBER</b> <i>E.</i></p>

The Mayor has made the following appointments for Council confirmation:

James McWilliams, 4645 W. Sherwood Dr., Ald. Dist 4-Technology Commission, 3 year unexpired term expiring 04/30/25.

**COUNCIL ACTION REQUESTED**

Motion to confirm the following Mayoral appointments:

James McWilliams, 4645 W. Sherwood Dr., Ald. Dist 4-Technology Commission, 3 year unexpired term expiring 04/30/25.

**ROLL CALL VOTE**

## Maggie Poplar

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**From:** volunteerfactsheet@franklinwi.info  
**Sent:** Thursday, October 3, 2024 1:37 PM  
**To:** Lisa Huening; Shirley Roberts; Maggie Poplar  
**Subject:** Volunteer Fact Sheet

**Name:** James McWilliams  
**PhoneNumber:**  
**EmailAddress:** james.mcwilliams@live.com  
**YearsasResident:** 5  
**Alderman:**  
**ArchitecturalBoard:**  
**CivicCelebrations:**  
**CommunityDevelopmentAuthority:**  
**EconomicDevelopmentCommission:**  
**EnvironmentalCommission:**  
**FinanceCommittee:**  
**FairCommission:**  
**BoardofHealth:**  
**FirePoliceCommission:**  
**ParksCommission:**  
**LibraryBoard:**  
**PlanCommission:**  
**PersonnelCommittee:**  
**BoardofReview:**  
**BoardofPublicWorks:**  
**QuarryMonitoringCommittee:**  
**TechnologyCommission:** on  
**TourismCommission:**  
**BoardofZoning:**  
**WasteFacilitiesMonitoringCommittee:**  
**BoardWaterCommissioners:**  
**CompanyNameJob1:** Microsoft  
**CompanyAddressJob1:** Remote  
**TelephoneJob1:**  
**StartDateandPositionJob1:** June 2021  
**EndDateandPositionJob1:** Current  
**CompanyNameJob2:** Microsoft  
**AddressJob2:** Chicago, IL  
**TelephoneJob2:**  
**StartDateandPositionJob2:** Feburary 2016

**EndDateandPositionJob2:** June 2021  
**CompanyNameJob3:** Microsoft  
**AddressJob3:** Fargo, ND  
**TelephoneJob3:**  
**StartDateandPositionJob3:** July 2014  
**EndDateandPositionJob3:** February 2016  
**Signature:** James McWilliams  
**Date:** 10/03/2024  
**Signature2:** James McWilliams  
**Date2:** 10/03/2024  
**Address:** 4645 W Sherwood Dr, Franklin WI 53132  
**PriorityListing:**

**WhyInterested:**

I am interested in joining the Technology Commission because I believe that technology has the power to empower individuals and communities to achieve greater outcomes. I see it as an underutilized asset within government operations. I am passionate about supporting the community and ensuring that tax dollars are utilized in the most effective and efficient manner.

**DescriptionofDutiesJob1:**

Sr. Business Program Manager for Azure Data & AI Change Management Leadership: Led the implementation of change management strategies, ensuring the adoption of new role responsibilities. Community Leadership: Directed the Cloud Solution Architect and Manager Community, coaching new pillar leads to expand community reach and impact. Collaboration with Time Zone Leads Partnered with Time Zone Leads to drive services sales, repeatable delivery adoption, and committed close rates. Cross-Functional Team Leadership: Led a cross-functional team to scale Project Connect's service recommendations, accelerating migrations and expanding partnerships w Feedback and Improvement: Managed the feedback process for repeatable IP and Data & AI programs, driving continuous reporting and improvements. Engagement and Empowerment: Enhanced other role engagement through the creation of the Data & AI Playbook, role-specific resources, targeted chatbot communications, and community education initiatives

**DescriptionofDutiesJob2:**

Sr. Customer Success Account Manager - State & Local Government Modernization Leadership: Led the modernization of a state governance council to ensure effective management of new cloud infrastructure and software. Security Incident Response: Spearheaded the response to a major security incident, coordinating resources from the client, partner, and Microsoft teams to mitigate the situation and restore services. Service Delivery: Managed the delivery of services valued at \$3.7M, securing Microsoft's second statewide Unified contract and driving significant growth.

**DescriptionofDutiesJob3:**

Technical Account Manager - Small & Medium Corporations IT Optimization and Modernization: Partnered with hospitals, healthcare certification agencies, and universities in Wisconsin and Illinois to optimize IT operations, migrate to Office 365, upgrade Windows clients, and modernize applications. Digital Transformation Leadership: Supported customers across various industries, including banking, pharmaceutical, financial services, military contractors, and agriculture, in driving their digital transformations and maximizing their Microsoft investments.

**Additional Experience:**

- MBA from University of Chicago Booth School of Business - 2020 - PROSCI change management certified - 2020 - ITIL Foundations v3 certified - 2015 - 8 Microsoft foundational certifications - 2019-2021 - BA in Consumer Economics from University of Illinois at Champaign Urbana - 2014 - Minor in Applied Statistics - 2014 - Minor in Business - 2014

[See Current Results](#)



<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 10/15/2024</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>INFORMATIONAL COUNCIL UPDATE FROM CITY ASSESSORS, FORWARD APPRAISAL</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> <b>G.1,</b></p>

**Analysis**

The city-wide 2024 assessments have been mailed. This council agenda item provides the opportunity for the City Assessors, Forward Appraisal, to be on hand to answer general revaluation questions and questions from the Council. Forward Appraisal will also share any applicable updates on the current year's assessments.

The meeting aims to foster transparency and ensure that the Council is well-informed about the assessment process. It will also serve as a platform for Forward Appraisal to address any concerns and clarify the methodologies and procedures used in determining property assessments. This interaction is crucial for maintaining a shared understanding of the assessment process and ensuring that the Council can make informed decisions based on accurate and up-to-date information.

**Conclusion**

This meeting is purely informational and serves as an essential touchpoint between the Council and Forward Appraisal. We encourage all Council members to actively participate by asking questions and engaging with our assessors to better understand the complexities of the assessment process and any potential implications for the City.

**COUNCIL ACTION REQUESTED**

This document is informational only. Please receive and place it on file.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 15, 2024
REPORTS AND RECOMMENDATIONS	<p>Oak Creek-Franklin Joint School District information presentation with regard to a referendum question to be on the November 5, 2024 election ballot: Shall the Oak Creek-Franklin Joint School District, Milwaukee County, Wisconsin be authorized to issue pursuant to Chapter 67 of the Wisconsin Statutes, general obligation bonds in an amount not to exceed \$34,300,000 for the public purpose of paying the cost of a school building and facility improvement project consisting of: construction of an addition to the 9<sup>th</sup> Grade Center for a community pool, a competition pool and related parking lot and site improvements; renovations to the old pool, including to convert it to a weight room; safety and security improvements including to construct an enclosed walkway between the 9th Grade Center and the High School; district-wide capital maintenance and building infrastructure improvements; and acquisition of furnishings, fixtures and equipment?</p>	ITEM NUMBER  <b>G.1.A.</b>
<p>Oak Creek-Franklin Joint School District representatives will be at this meeting to present information with regard to the above referendum.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>This item is for information only. No action requested.</p>		

Aldermen Courtney Day & Jason Craig

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<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 10/15/24</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>STANDARDS, FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL UPON THE APPLICATION OF JOHN SPITZ, FOX GLEN CORPORATE CENTRE, LLC, APPLICANT, FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">D. 2.</p> <p style="text-align: center;">District 4</p>

*This item was tabled at the October 1, 2024 meeting at the request of the applicant.*

This Natural Resource Special Exception (NRSE) request is to allow for impacts to wetland buffer, and wetland setback to allow for restoration of these features as part of the resolution of an enforcement case for unpermitted fill on properties located at 11027 S 27TH ST / 978 9998 000 and 0 W South County Line Rd. / 978 9999 001. The Common Council originally heard the item at the August 6, 2024 meeting.

During review of the NRSE, staff identified encroachments in the regulatory floodplain. Based on this information, the previous draft of the Standards, Findings, and Decision included conditions for NRSE approval of the floodplain encroachments, in addition to the applicant's request.

At the August meeting, the Common Council tabled this request for an NRSE to allow for resolution of the floodplain issue.

Condition four of the draft Standards, Findings, and Decision is revised as follows:

4. *The property owner, its successors, and its assigns must obtain a Land Use Permit to resolve changes to the floodplain within 36 months of this approval. The City Engineer shall permit the removal of the temporary fill pile and reestablishment of the wetland buffer area on the property with the approval of this NRSE, subject to all other City ordinances.*

**COUNCIL ACTION REQUESTED**

Adopt the standards, findings and decision of the City of Franklin Common Council upon the application of John Spitz, Fox Glen Corporate Centre, LLC Applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.

***REVISED Draft October 10, 2024***

Standards, Findings and Decision  
of the City of Franklin Common Council upon the Application of John Spitz, Fox  
Glen Corporate Centre, LLC, applicant, for a Special Exception  
to Certain Natural Resource Provisions of the City of Franklin  
Unified Development Ordinance

Whereas, John Spitz, Fox Glen Corporate Centre, LLC, applicant, having filed an application dated September 3, 2021, for a Special Exception pursuant to Section 15-9.0110 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated June 26, 2024 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated July 18, 2024 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at 11027 S 27TH ST / 978 9998 000 and 0 W South County Line Rd. / 978 9999 001, zoned Planned Development District 39, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

Whereas, Section 15-10.0208B. of the City of Franklin Unified Development Ordinance, as amended by Ordinance No. 2003-1747, pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, provides in part: “The decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the office of the City Planning Manager and be mailed to the applicant.”

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon

the application for a Special Exception dated April 22, 2024, by John Spitz, Fox Glen Corporate Centre, LLC, applicant, pursuant to the City of Franklin Unified Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *Not Applicable.*
2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:
  - a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives; *or*
  - b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4*
3. The Special Exception, including any conditions imposed under this Section will:
  - a. be consistent with the existing character of the neighborhood; *and*
  - b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties; *and*
  - c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement; *and*
  - d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development: *(this finding only applying to an application to improve or enhance a natural resource feature). The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*

The Common Council considered the following factors in making its determinations pursuant to Section 15-10.0208B.2.d. of the Unified Development Ordinance.

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *The property is currently vacant of structures.*

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The property is currently vacant of structures. The site is zoned Planned Development District 39 which allows for light manufacture, office, and other business uses*
4. Aesthetics: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
5. Degree of noncompliance with the requirement allowed by the Special Exception: *None. The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
6. Proximity to and character of surrounding property: *area of impact is in the middle of these lots which are currently vacant of structures.*
7. Zoning of the area in which property is located and neighboring area: *PDD 39 (north and west), Outside corporate boundary (south and east).*
8. Any negative affect upon adjoining property: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
9. Natural features of the property: *Wetland with buffer and setback, river shoreline, woodland, environmental corridor, floodplain.*
10. Environmental impacts: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of June 26<sup>th</sup>, 2024 is incorporated herein.*
12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the



requirement: *The Plan Commission recommendation and the Environmental Commission recommendation address these factors and are incorporated herein.*

### Decision

*Upon the above findings and all of the files and proceedings heretofore had upon the subject application, the Common Council hereby grants a Special Exception for such relief as is described within Exhibit C, upon the conditions:*

- 1. that the natural resource features and mitigation areas upon the properties to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted prior to the issuance of any Occupancy Permits;*
- 2. that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted;*
- 3. that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for John Spitz, Fox Glen Corporate Centre, LLC, applicant, and all other applicable provisions of the Unified Development Ordinance.*
- 4. The property owner, its successors, and its assigns must obtain a Land Use Permit to resolve changes to the floodplain within 36 months of this approval. The City Engineer shall permit the removal of the temporary fill pile and reestablishment of the wetland buffer area on the property with the approval of this NRSE, subject to all other City ordinances.*
- 5. The applicant must include maintenance information/guarantees in proposed restoration plans.*
- 6. The applicant shall provide for a diverse native seed mix, including short and long stem grasses and forbs, to be planted in restoration areas.*
- 7. Once restoration is complete, the applicant shall install construction fencing to protect wetland, buffer and setback from further encroachments during fill removal work, and remove the construction fencing when work is complete.*
- 8. The applicant shall place boulders, fencing, or other permanent boundary in such a way that the wetland buffer cannot be encroached upon or mowed after completion of restoration.*

*The duration of this grant of Special Exception is permanent.*

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 10/15/2024
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>An Ordinance to amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) to allow Educational Services as a Permitted Use and to allow a building addition and site changes (Islamic Society of Milwaukee, Applicant) (Islamic Foundation of Greater Milwaukee, Property Owner) (8910 South 102nd Street)</b>	<b>ITEM NUMBER</b>  <b>G.2.A.</b> Ald. Dist. #1

At its October 3, 2024, regular meeting, the Plan Commission unanimously recommended approval of an ordinance to amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) to allow Educational Services as a Permitted Use and to allow a building addition and site changes (Islamic Society of Milwaukee, Applicant) (Islamic Foundation of Greater Milwaukee, Property Owner) (8910 South 102nd Street).

The Plan Commission also approved a Site Plan Amendment Application for the proposed building and site improvements.

**COUNCIL ACTION REQUESTED**

A motion to adopt Ordinance No. 2024-\_\_\_\_\_, to amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) to allow Educational Services as a Permitted Use and to allow a building addition and site changes (Islamic Society of Milwaukee, Applicant) (Islamic Foundation of Greater Milwaukee, Property Owner) (8910 South 102nd Street).

ORDINANCE NO. 2024-\_\_\_\_

AN ORDINANCE TO AMEND SECTION 15-3.0434 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 29 (WELLNESS CENTER – MARK E. CARSTENSEN INC.) TO ALLOW EDUCATIONAL SERVICES AS A PERMITTED USE AND TO ALLOW A BUILDING ADDITION AND SITE CHANGES (ISLAMIC SOCIETY OF MILWAUKEE, APPLICANT) (ISLAMIC FOUNDATION OF GREATER MILWAUKEE, PROPERTY OWNER) (8910 SOUTH 102ND STREET)

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WHEREAS, Section 15-3.0434 of the Unified Development Ordinance provides for and regulates Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.), same having been created by Ordinance No. 2000-1626, and amended via Ordinance Nos. 2001-1657, 2002-1711, 2003-1746, and 2019-2351, with such District being located along West Loomis Road, properties bearing Tax Key Nos. 846-9987-001, 846-9987-002, 846-9987-003, and 846-9987-004;

WHEREAS, Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) includes those lands more particularly described below; and

Parcel Number 3 of CSM Number 7099, being the Northwest 1/4 of Section 20, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; containing approximately 13.446-acres.

WHEREAS, Islamic Society of Milwaukee having petitioned for an amendment to Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.), to allow Educational Services as a Permitted Use and to allow a building addition and site changes; and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 3rd day of October, 2024, and the Plan Commission having determined that the proposed amendment was a major amendment related to the change in use and having recommended to the Common Council that the proposed amendment to Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) is consistent with the 2025 Comprehensive Master Plan of the

City of Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §15-3.0434 Section 2.0B. Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to add “10. Exhibit J: Proposed Site Plan, Landscaping, and Elevations for the Salam High School modifications, with a date of \_\_\_\_\_, 2024; prepared by Stack Design Group.

SECTION 2: §15-3.0434 Section 2.0D2.b. Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to delete “Indoor Movie Theater” and in its place substitute “Educational Services.”

SECTION 3: §15-3.0434 Section 2.0D3. Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to add “and Exhibit J.” following “Exhibit B.”.

SECTION 4: §15-3.0434 Section 2.0D4.b. Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to delete in its entirety, and in its place substitute the following language:

b. Educational Services

1) The floor plan of the educational services building shall conform to Exhibit J. Deviations to the floor plan shall be allowed subject to conformance with Building Codes and Fire Safety Codes.

2) Exterior design of the educational services building shall conform to Exhibit J.

3) Prior to issuance of a Building Permit for the educational services building, the Plan Commission shall approve of the exterior design and site modifications.

SECTION 5: §15-3.0434 Section 2.0D5.a. Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to add “and as revised per Exhibit J.” following “Exhibit B.”.

SECTION 6: All other applicable terms and provisions of §15-3.0444 Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the Islamic Society of Milwaukee Salam Private High School development, and all terms and provisions of §15-3.0434 Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.

SECTION 7: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 8: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 9: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of October, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of October, 2024.

APPROVED.

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ORDINANCE NO. 2024-\_\_\_\_  
Page 4

John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



CITY OF FRANKLIN  
REPORT TO THE PLAN COMMISSION

Meeting of October 3, 2024

**Planned Development District Amendment and Site Plan Amendment**

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**RECOMMENDATION:** City Development Staff recommends approval of the Planned Development District Amendment and Site Plan applications related to the Salam Private High School use and development project.

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<b>Project Name:</b>	Salam Private High School Planned Development District Amendment and Site Plan Amendment
<b>Project Address/Tax Key:</b>	8910 South 102 <sup>nd</sup> Street / 846 9987 003
<b>Property Owner:</b>	ISLAMIC FOUNDATION OF GREATER MILWAUKEE, INC
<b>Applicant:</b>	Othman Atta, Executive Director, Islamic Foundation of Greater Milwaukee, Inc. (d/b/a Islamic Society of Milwaukee)
<b>Aldermanic District:</b>	District 1
<b>Zoning District:</b>	Planned Development District No. 29
<b>Staff Planner:</b>	Nick Fuchs, Planning Associate

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**Introduction**

Please note:

- Recommendations are *underlined, in italics* and are included in the draft resolution.
- Suggestions are underlined and not included in the draft resolution.

The applicant has filed a Major Planned Development District Amendment and Site Plan Amendment applications for a proposed school use and associated site modifications for property located at 8910 S. 102<sup>nd</sup> Street.

The applicant is also proposing interior changes to create a second floor consisting of classrooms and administrative offices.

**Project Description/Analysis**

**Planned Development District (PDD) Amendment**

The requested PDD Amendment proposes to amend Section 15-3.0434 of the Unified Development Ordinance Planned Development District No. 29 (Wellness Center – Mark E. Carstensen Inc.) to allow “Educational Services” as a Permitted Use and to allow for the requested building and site changes, which are also part of the Site Plan Amendment Application.

The subject property is located within Area A of PDD No. 29. The requirements for Area A lists “Wellness Center” and “Indoor Movie Theater” as the only permitted uses and further states, “Any other uses within Area A shall only be permitted after a public hearing to amend this Planned Development District.”



The addition of “Educational Services” will allow the proposed high school use. Furthermore, the PDD Amendment updates applicable references and exhibits to this project, opposed to the former movie theater use and site plan.

Note that this is being proposed as a Major Amendment. Staff concurs that this should be a major amendment as it includes a change of use.

### Site Plan

The subject property has an area of approximately 13.449 acres with three existing retention ponds. The proposed site plan requests approval of building and site changes, including a 29,404 square foot building addition, parking lot modifications, and installation of new landscaping. The site includes about 43.3% greenspace. According to the applicant, the proposed improvements result in an increase of approximately 800 square feet of impervious surface.

The trash enclosure is located to the southwest of the building. Material details have not been provided; however, the applicant indicated that it will be constructed of decorative split face masonry or maintenance free simulated wood fencing, whichever the Plan Commission prefers. Staff suggests masonry to match that of the building. Staff recommends that the applicant provide dumpster enclosure details, such as height and building materials, to the Planning Department for review and approval

The applicant has indicated that the parking lot will be repaired as needed, resealed, and restriped as part of this project.

### Access and Traffic

The property has multiple access locations at 102<sup>nd</sup> Street, which connects to Falcon Lane and to W. Loomis Road. Staff did not require a Traffic Impact Analysis considering the design and capacity of W. Loomis Road and the previous use of a 14 screen, 2,338 seat movie theater.

With that said, the applicant did reach out to the Wisconsin Department of Transportation and will have to comply with any State requirements for a traffic impact analysis and access improvements along W. Loomis Road, if any.

The applicant has provided a bus route plan in addition to the site plan. This plan illustrates the location for bus queuing. Considering the large parking lot, it is anticipated that this site provides sufficient area for queuing busses as well as accommodating parent drop-off and pick-up and student and faculty parking.

### Natural Resources

The Site Plan illustrates wetlands and the associated wetland buffer and setbacks that are located on the property. These are the original delineations, likely dating back to around the year 2000 when the PDD was created. The applicant anticipates having updated delineations in October. As such, staff recommends that the applicant provide current wetland delineations and show the updated delineations on the Site Plan, prior to any land disturbance. The Site Plan shall also include the date of the delineation and name of the person that completed the delineations. All wetland protection standards, including those applicable to the wetland buffers and wetland setbacks shall be met, unless otherwise approved through the Natural Resource Special Exception process.

It can be noted that the applicant is removing existing parking that is located within the wetland buffer and setback on the east side of the site. There is existing parking to the west of the building located within the wetland buffer and setback that will remain.

#### Parking

The UDO suggests a parking ratio for high schools of 0.3/gym or auditorium seat, or 0.3/student, whichever is greater and 12 queuing spaces.

Based on the above standard, the 800-seat auditorium would require 240 parking spaces. The enrollment of 600 students requires 180 parking spaces.

According to the applicant, there are 518 parking spaces provided. The drive along the front of the building satisfies the queuing standard. This is demonstrated on the attached Bus Route Plan.

Parking spaces are 9' wide and 180 square feet in compliance with the Unified Development Ordinance.

#### Landscape Plan

The applicant is proposing to replace missing and/or dead landscaping. This will include thirty-nine maple trees and five honey locust trees.

The applicant has noted in their narrative that they agree to a 2-year planting guaranty for the proposed plantings.

The species provided are consistent with the existing plantings and original landscape plan. Staff suggests that a minimum number of species be provided in accordance with Section 15-5.0302F. of the Unified Development Ordinance.

#### Lighting Plan

The applicant is not proposing any new parking lot lighting. The existing decorative lighting on the building will be replaced with new light fixtures and the new prayer hall will have ground mounted up lighting within the front landscaping.

#### Architecture

The exterior building materials consist of decorative CMU and precast architectural panels to match that of the existing building. The new entrance also mimics the design of the existing entrance.

#### Signage

The school intends to utilize the existing freestanding sign located at the corner of Loomis Road and Falcon Drive. A wall sign on the front or north side of the building is also anticipated. Sign details have not yet been provided; however, any signage will require separate sign review and sign permits prior to installation. All signage must comply with the PDD No. 29 sign regulations, which refers to City Sign Requirements in place at the time the sign is erected.

#### Engineering and Storm Water Management

The applicant is not proposing changes to storm water management. The Site Plan notes that the storm water pond located on the east side of the property will be reconfigured and expanded to the north if needed.

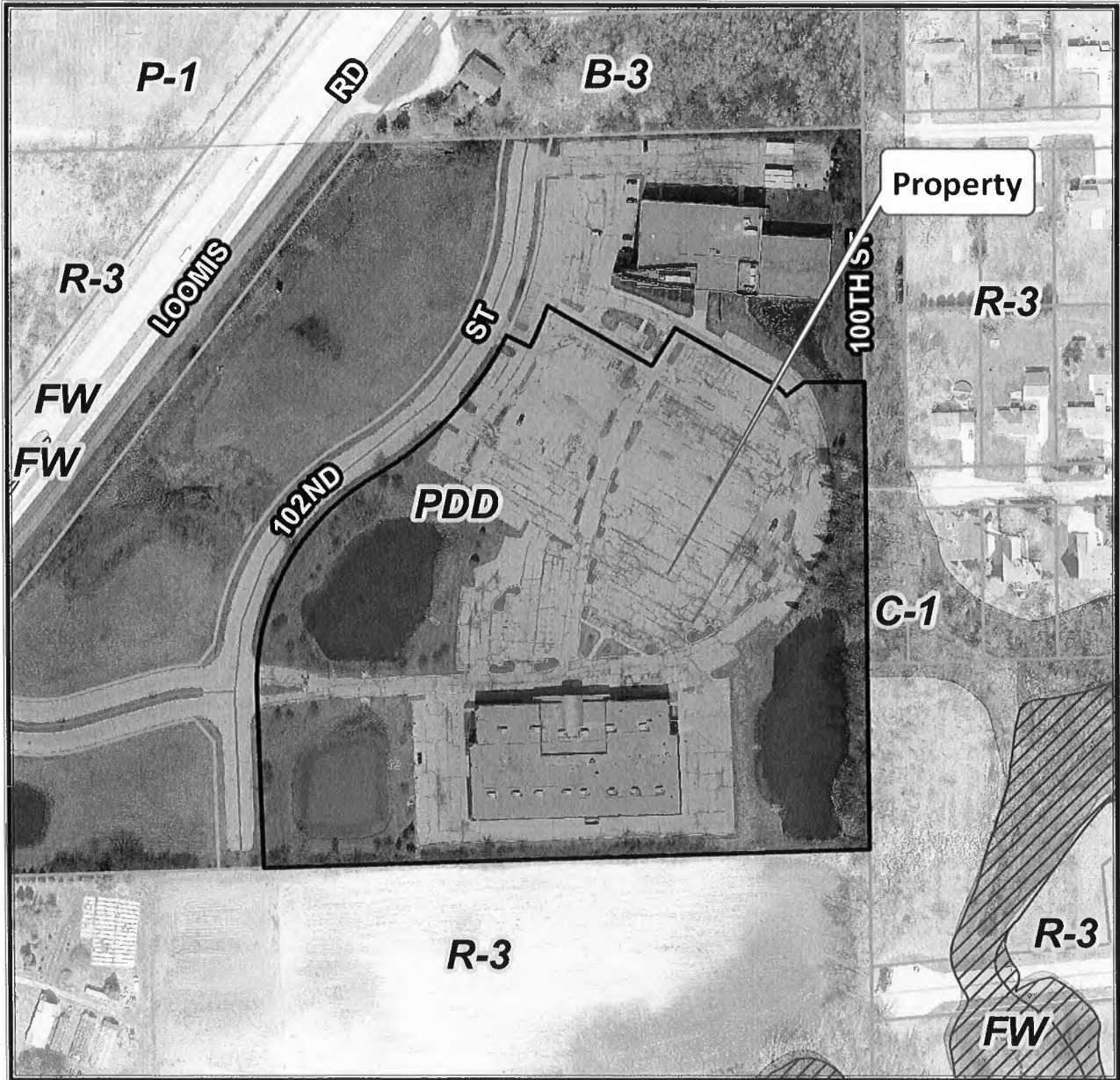
It is recommended that final approval of grading, erosion control, storm water management, and utilities, as may be applicable, be granted by the Engineering Department prior to any land disturbance activities.

A plat of survey will also be submitted as requested by the Engineering Department.

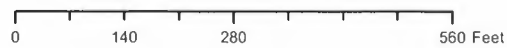
**Staff Recommendation:**

City Development Staff recommends approval of the PDD Amendment and Site Plan applications for the Salam Private High School project.

8910 S. 102nd Street  
TKN 846 9987 003



Planning Department  
(414) 425-4024



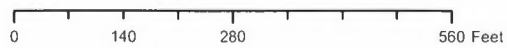
2021 Aerial Photo

*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

8910 S. 102nd Street  
TKN 846 9987 003



**Planning Department**  
**(414) 425-4024**



2021 Aerial Photo

*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

Existing Showtime Cinema Alteration for  
**SALAM PRIVATE HIGH SCHOOL**  
8910 S. 102<sup>nd</sup> Street  
Franklin, WI 53132

September 23, 2024

Owner: Islamic Society of Milwaukee  
4707 S. 13<sup>th</sup> Street  
Milwaukee, WI 53221  
414-282-1812

Developer: Ahmad Properties, LLC  
8101 W. 123<sup>rd</sup> Street Unit C  
Palos Park, IL 60464  
708-997-0202

Architect: Stack Design Group  
413 N. 2<sup>nd</sup> Street  
Milwaukee, WI 53203  
414-807-8033

### Project Narrative

The owner of the former Marcus Showtime Cinema located at 8910 S. 102<sup>nd</sup> Street is proposing to redevelop the vacant movie theater with a major alteration and addition for the proposed use as a 600 student private high school and religious facility. The existing building has a footprint of 49,055 square feet and has a small mezzanine of 5,415 square feet that served as the movie projectionists stations. The mezzanine would be completely removed and a new second floor would be added throughout the majority of the existing building. Two of the existing theaters will be retained and combined to create a large lecture hall and auditorium. The construction of two additions is proposed that would consist of a new 5,000 square foot prayer hall and a 15,448 square foot gymnasium. A second addition with a 2,188 square foot footprint would be added to allow space for food service for the cafeteria on the first level and additional classroom space above. In total the footprint of the proposed expansion would be 29,404 square feet, bringing the total footprint of the facility to 78,424 square feet.

The proposed development would be subject to all applicable building codes and customary plan review and inspections. The proposed development would be conditioned upon final utility, grading, erosion control and storm water management plan approval.

The proposed site plan was sent to Kevin Koehnke of the Wisconsin Department of Transportation for review and commentary in regard to traffic impact. We do not anticipate any concerns as the use may have a lower impact than the previous movie theater occupancy conditions.

### Site Plan

The property is 13.449 acres. The proposed development leaves 43.3% of the entire site unbuilt and unpaved. Since the proposed additions are planned for areas that are already paved, and there is a substantial area of the existing parking lot to be returned to greenspace, the net change in impervious area results in an increase of less than 800 square feet in total.

The proposed development involves the adaptive re-use of an existing building that was approved through the Planned Development process. The building location, parking layout and landscaping, which were approved, will all substantially remain with the proposed alteration. The proposed additions to the building do not exceed building setbacks, including setbacks from wetland delineations. The parking layout will only receive minor modifications with some of the parking being removed and returned to green space. The proposed landscaping will allow for the replacement of ash trees that are missing or unhealthy along with any other plantings that were on the original approved landscape plan but are no longer living or present. All added landscaping is proposed to be a continuation and intensification of the original intent of the approved plan.

The sweeping curve entry drive that loops past the front of the building is being relocated to the north to allow additional space at the front for the addition of the prayer hall. The character of the sweeping arc drive lane is being retained with the replacement drive. The relocation of the drive lane allows for space for the bus parking and loading without parking stalls along the edge of the drive lane. A Bus Route Site Plan is attached. The plan allows for enough room for this bus lane parking to be recessed off the main drive lane if desired as there is plenty of room to accommodate the bus cue lane with a concrete sidewalk leading to the building entrances.

The site plan shows the proposed trash dumpster enclosure in the south west corner of the parking lot, which is behind the building. The enclosure can be constructed in decorative split faced masonry or maintenance-free simulated wood fencing, whichever is the preference of the City of Franklin.

### Natural Resource Protection

The wetland delineation shown is the same delineation used for the original planned development approval. The property owner has retained the services of Stephen Chu of Assured Wetland Delineation to update the actual location of the existing wetlands. We anticipate the final report to be available around mid-October. We will use the report to update our drawings so that the actual delineation will be accurate at the time of our construction plan submittal. All required setbacks from the wetland, including the restrictions within the 30 foot wetland buffer

zone, will be adhered to. A Natural Resources Protection Plan will be created based on the confirmed location of existing wetland areas. While we do not anticipate an Exception Application to be required, this can only be determined after we have the updated boundary lines that will govern the location of the required setbacks.

### Parking

An agreement is not currently in place with the adjacent business, Innovative Health & Fitness, for the use of parking. The property has substantially more available parking than is anticipated to be needed. The parking ratio can be computed based on number of students:  $600 \times .3 = 180$ , or potential auditorium seating with a highly generous estimate even at 800:  $800 \times .3 = 240$ . The site has 518 parking stalls so there are more than double the number of stalls needed even with the highest calculation method.

The site has a 300 foot drive lane leading into the parking lot which easily accommodates the required 12 vehicle cue lane. The extension of Falcon Lane between 102<sup>nd</sup> Street and Loomis Road adds additional vehicle cue space prior to entering the major thoroughfare of Loomis Road.

The existing parking lot is in relatively good condition. The entire lot would be resealed and re-stripped during the final stages of the construction process. Any areas requiring repair will receive attention before the sealcoating is applied.

All parking stall dimensions meet the minimum code requirements. Drive lanes exceed the minimum 24 foot width. ADA stalls are indicated on the site plan. The path of travel from the ADA stalls will be verified to be compliant.

### Landscaping

The final landscape plans will include exploded views at larger scale to show shrubbery surrounding the main facades of the building. The final quantities of plantings will exceed the total requested by the City of Franklin. The calculated quantity of 150 evergreens may be higher than what will be practical for the available land area. In any case, the owner desires an end result of the site being as heavily landscaped as is practical for the property while fitting with the original landscaping already installed under the original approval for this property. A landscape exemption will not be requested.

Owner shall provide a 2 year plant replacement guarantee for all landscaping installed.

The site has substantially more parking than will be required for the use. Therefore, snow storage is not a concern for a property of this size. The majority of the snow will be moved to the eastern part of the parking lot toward the eastern most retention pond. If required under heavy conditions, the parking stalls adjacent to this retention pond will be used for excess snow storage.



### Signage

The former cinema monument sign exists along Loomis Road at the intersection of Falcon Lane. This sign will be repurposed for the high school signage. A building mounted sign will also be added on the front façade. The size and advertising restrictions will conform with signage requirements. No signage will be installed on the south and east walls of the high school building.

### Lighting

The existing parking lot has light poles that will be retained. No additional pole lighting appears to be required. The existing decorative building mounted sconces will be replaced with new sconces. The new prayer hall addition will have up lighting in the landscape beds to highlight the front façade.

### Engineering

Review of the storm water management will be performed with the submission of final construction documents. A Plat of Survey has been ordered and this will provide existing topography of the site. A grading plan will be created based on the information that will be obtained.

### Fire Department

All applicable codes will be adhered to for fire protection systems. Existing fire alarm and sprinkler systems shall be maintained and updated as required. All existing fire hydrants shall remain and if required, new hydrants will be installed. A Knox Box will be provided for meter keys.

### Schedule

The existing building is planned to be redeveloped for occupancy in the September 2025 school season. The addition of the gym and prayer hall will be planned for completion by middle of 2026.

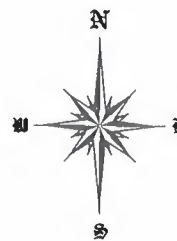
### Fiscal Impact

The owner is planning an expenditure for the entire redevelopment project in excess of \$2,500,000.00 in addition to the expenditure of the land acquisition. Since the existing building currently sits vacant, the proposed redevelopment of this property is a substantial construction project that will enhance the area and stimulate local growth.



BUS ROUTE PLAN

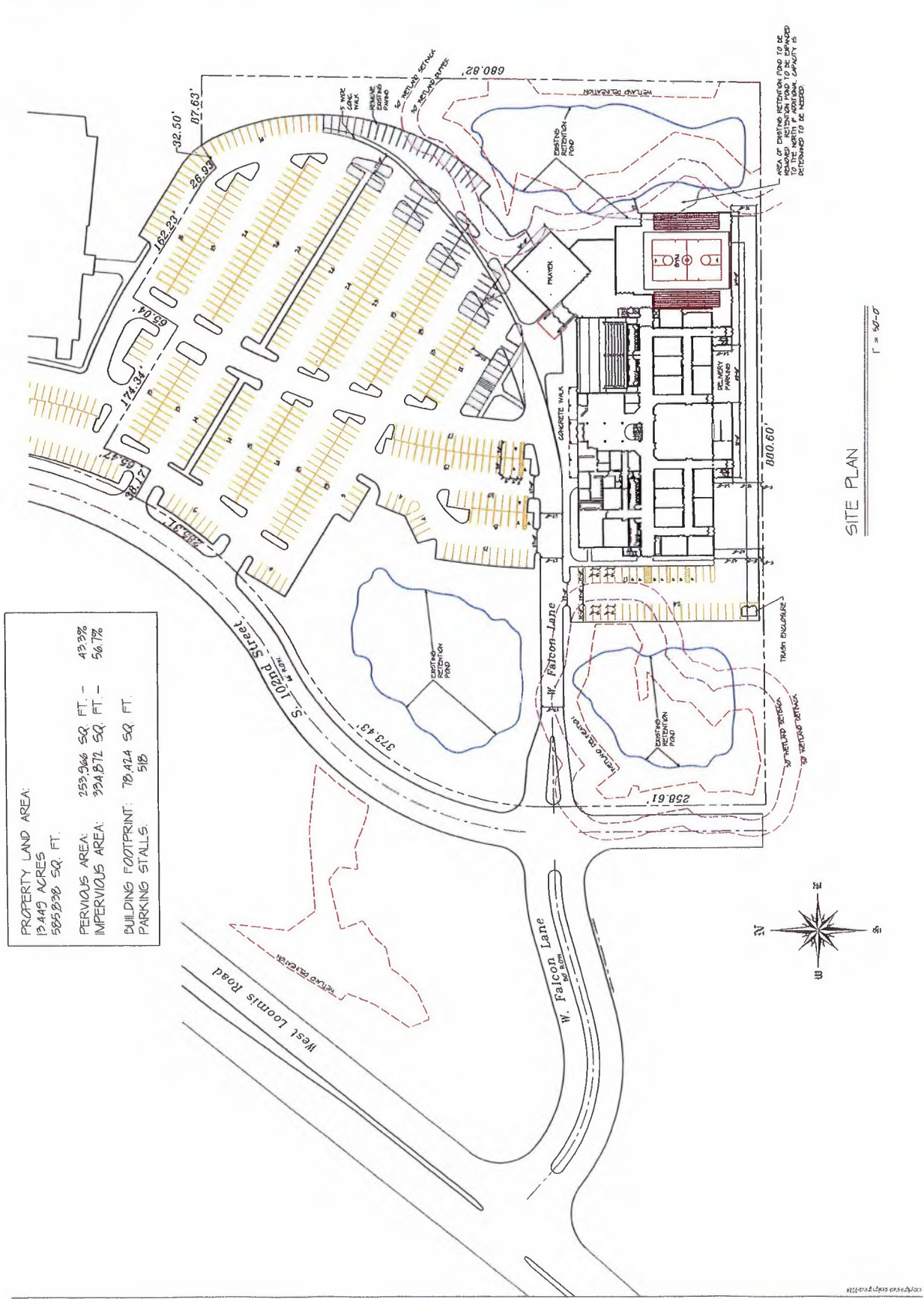
1" = 50'-0"



PROPERTY LAND AREA:  
 13.445 ACRES  
 585,238 SQ. FT.

PERVIOUS AREA: 253,966 SQ. FT. - 43.3%  
 IMPERVIOUS AREA: 331,272 SQ. FT. - 56.7%

BUILDING FOOTPRINT: 78,424 SQ. FT.  
 PARKING STALLS: 518



SITE PLAN  
 1" = 50'-0"

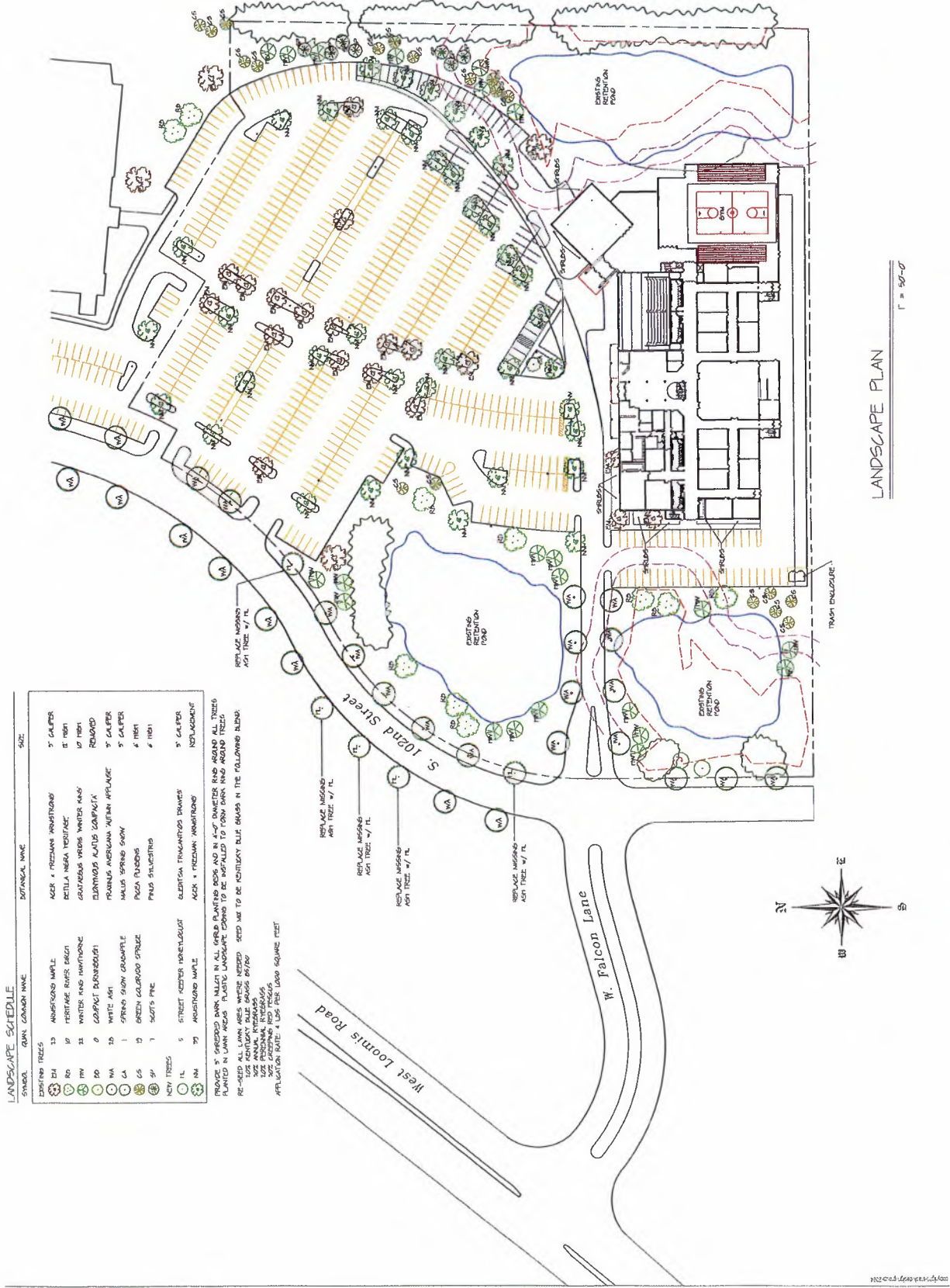
09-23-24

SITE PLAN  
 S-1

Existing Showtime Cinema Allee for  
 SALAM PRIVATE HIGH SCHOOL  
 8310 S 102nd Street  
 Franklin, WI 53124  
 ARCHITECTURE  
 413 NORTH SECOND STREET  
 MILWAUKEE, WI 53203-1111  
 414-487-8031 Fax 414-744-8494







**LANDSCAPE SCHEDULE**

SYMBOL	COMMON NAME	BUTRICAL NAME	SIZE
13	AMERICAN MAPLE	ACER * FREEMAN MONITORING	3" CALIBER
14	RED BUD	BETULA NIGRA VERTICILLATA	2" THICK
15	WINTER KNOX HAWTHORNE	CRATAEGUS VIRIDA WINTER KNOX	12" THICK
16	COMPACT BURNINGBUSH	EUONYMUS ALATUS COMPACTA	REMOVED
17	WHITE ASH	FRAXINUS AMERICANA WINTER APPLAUSE	3" CALIBER
18	SPRING SHON CROCKFORD	MALUS SPRING SHON	3" CALIBER
19	GREEN GARDNER SPRUCE	PRUNUS SALSICIFERA	4" THICK
20	SAULT'S PINE	QUERCUS TRUNCATISSIMA DRAVENS	3" CALIBER
21	STREET ACQUER HORTICOLA	ACER * FREEMAN MONITORING	REPLACEMENT
22	HAWTHORNE MAPLE	ACER * FREEMAN MONITORING	REPLACEMENT

TRAFFIC 3" SPEEDS/DARK YELLOW IN ALL OTHER PLANTED AREAS AND IN 4-1/2" DIAMETER ROAD AROUND ALL TREES PLANTED IN LAWN AREAS. PLASTIC LANDSCAPE FABRIC TO BE INSTALLED TO FORM DARK ROAD AROUND TREES. RE-SEED ALL LAWN AREAS WHERE NEEDED. SEED ARE TO BE IDENTIFIED BLUE. AREAS IN THE FOLLOWING BLEND: 50% BENTONITE/50% PERMANENT BLENDED. SIZE: 1/2" (1/4" MINIMUM). APPLICATION RATE: 4 LBS PER 1,000 SQUARE FEET.

LANDSCAPE PLAN  
1" = 50'-0"



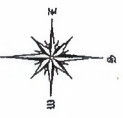
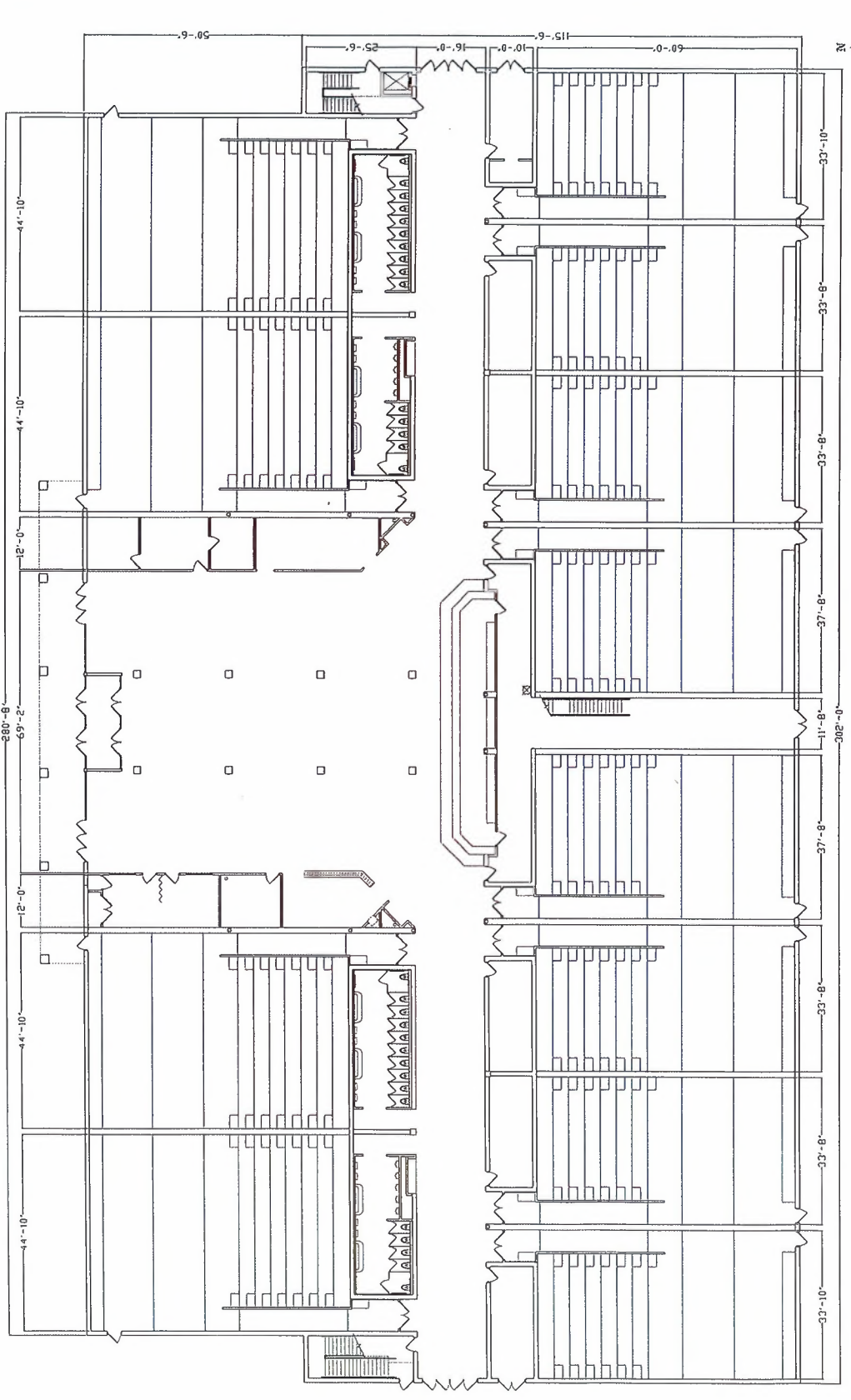


ARCHITECTURE  
 413 NORTH LEGION STREET  
 MILWAUKEE, WI 53203-3111  
 (414) 401-9033 FAX: (414) 254-9884

Existing Showtime Cinema Alteration for  
 SALAM PRIVATE HIGH SCHOOL  
 8910 S 12nd Street  
 Franklin, WI 53122

08-23-24

EXISTING  
 MAIN LEVEL  
 A-1



EXISTING MAIN LEVEL FLOOR PLAN  
 1/8" = 1'-0"

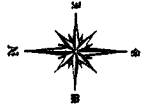
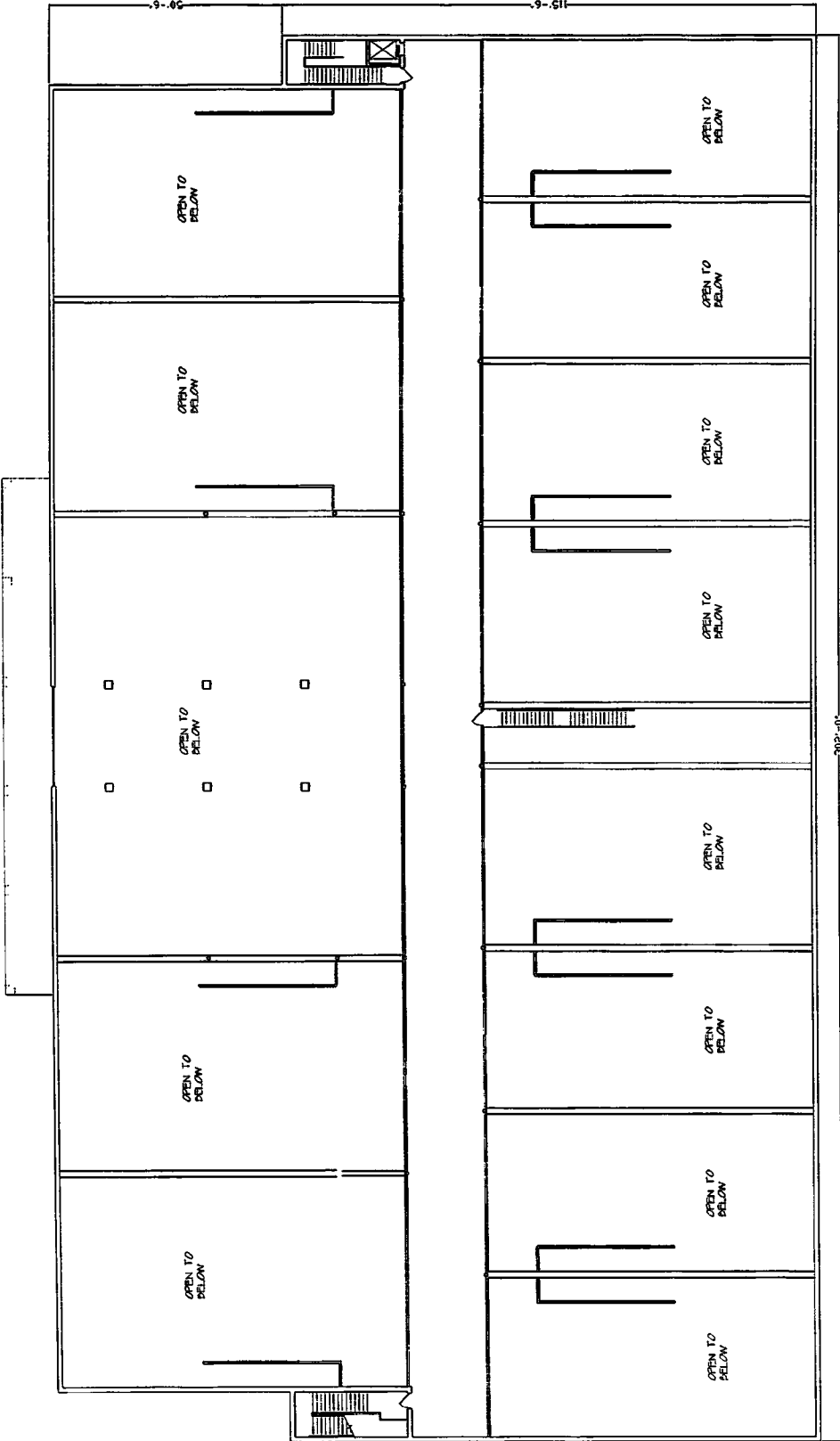


ARCHITECTURE  
 413 NORTH SECOND STREET  
 MILWAUKEE, WI 53202-1111  
 PHONE: 414.224.4444  
 FAX: 414.224.4444

Existing Showtime Cinema Alteration for  
 SALAM PRIVATE HIGH SCHOOL  
 2910 S Grand Street  
 Franklin WI 53132

08.20.24

EXISTING  
 MEZZANINE  
 A-2



EXISTING MEZZANINE LEVEL FLOOR PLAN 1/4" = 1'-0"

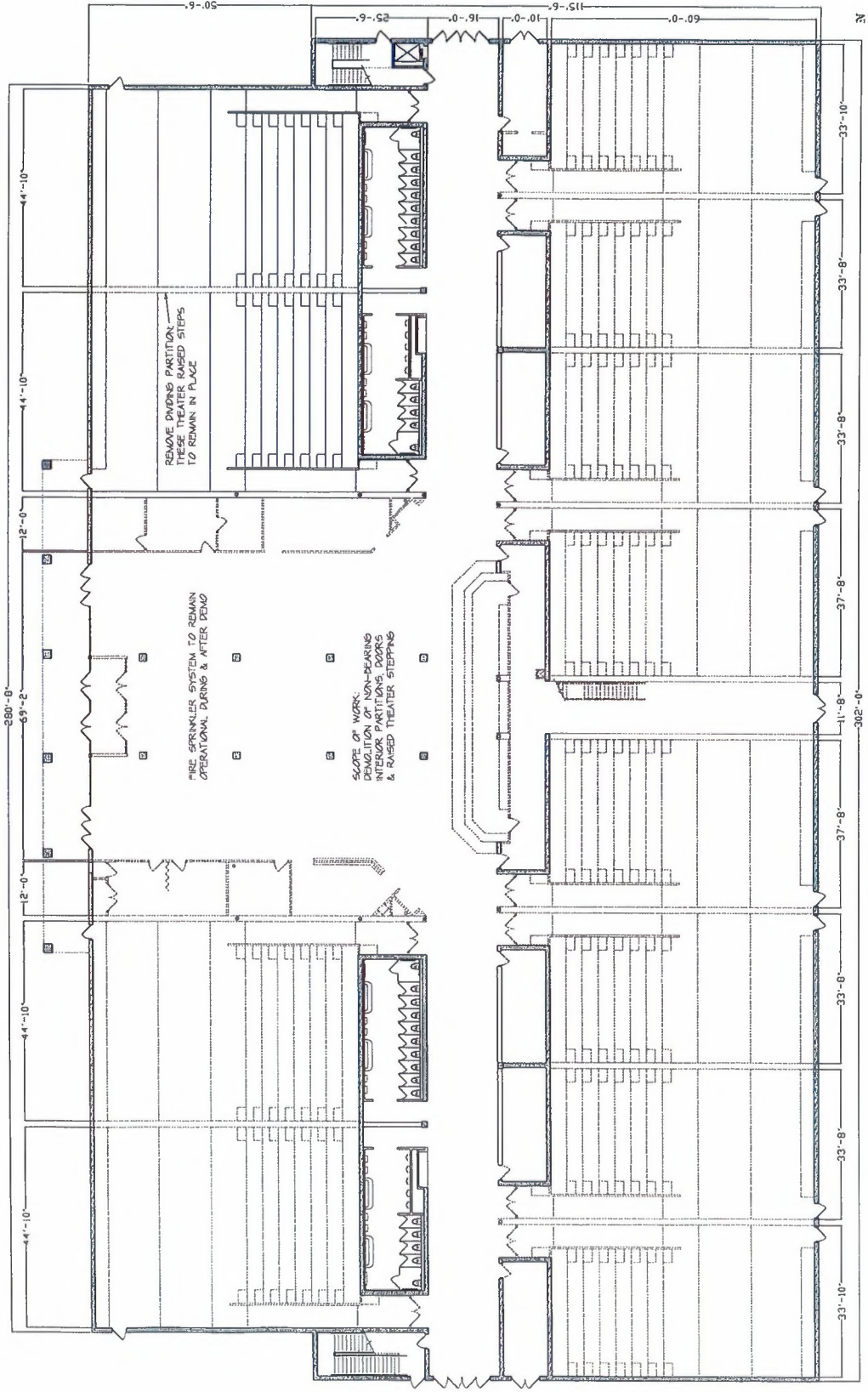


ARCHITECTURE  
48 WEST WISCONSIN STREET  
MILWAUKEE, WI 53233  
PHONE: 414.441.2404

Existing Showtime Cinema  
INTERIOR DEMOLITION  
890 S 12nd Street  
Franklin, WI 53122

06.23.24

MAIN LEVEL  
DEMOLITION  
A-3



MAIN LEVEL DEMOLITION PLAN  
49,095 SQUARE FEET  
1" = 1'-0"





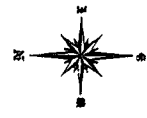
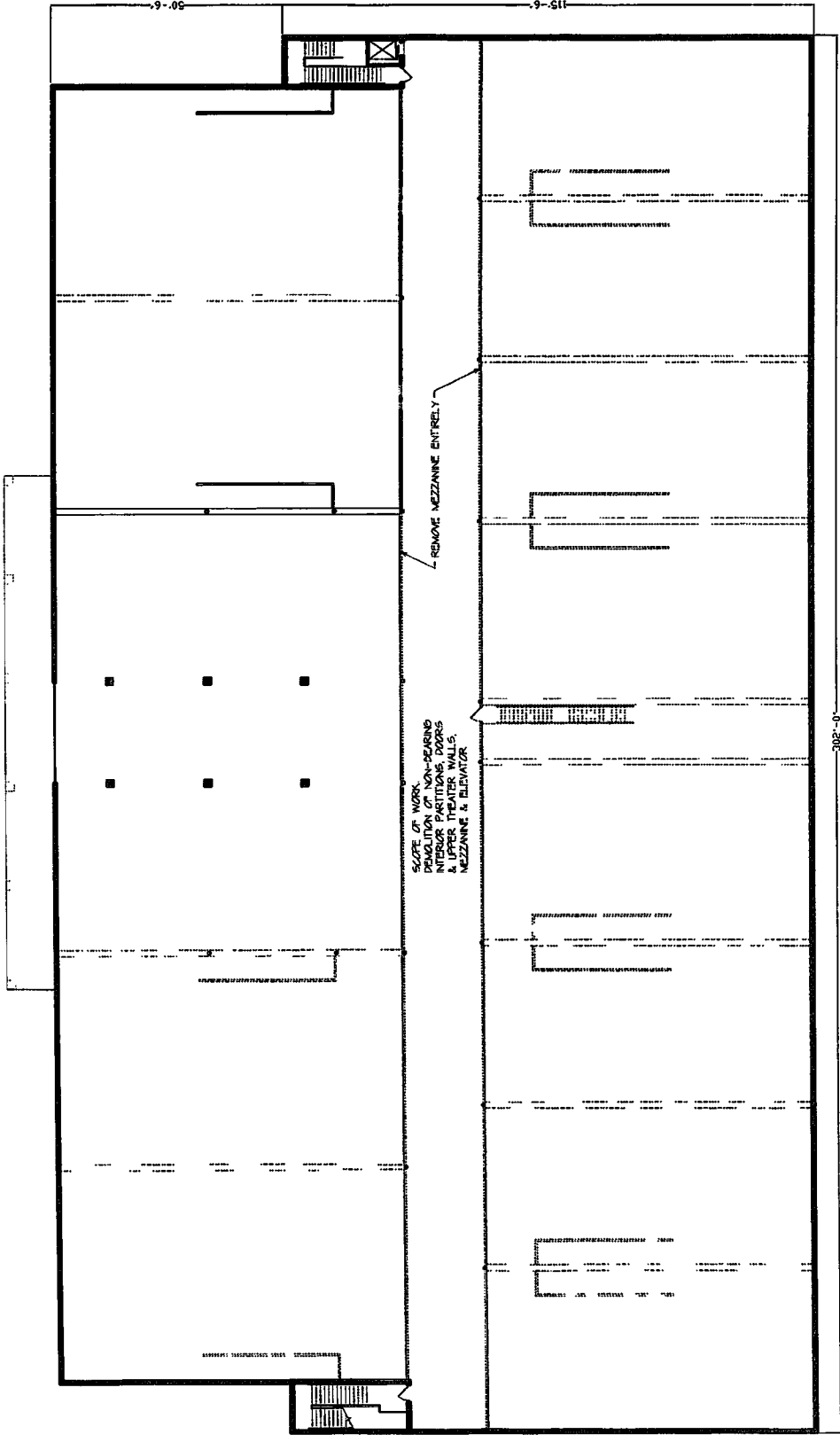
ARCHITECTURE  
 403 NORTH SECOND STREET  
 ANNAPOLIS, MD 21403-3119  
 (410) 291-1100 FAX (410) 291-1104

Ex Sling Showtime Cinema  
 INTERIOR DEMOLITION  
 Frankl n, WI 53122  
 2912 S 122nd Street



19-0324

MEZZANINE  
 DEMOLITION  
 A-4



MEZZANINE DEMOLITION FLOOR PLAN  
 5485 SQUARE FEET



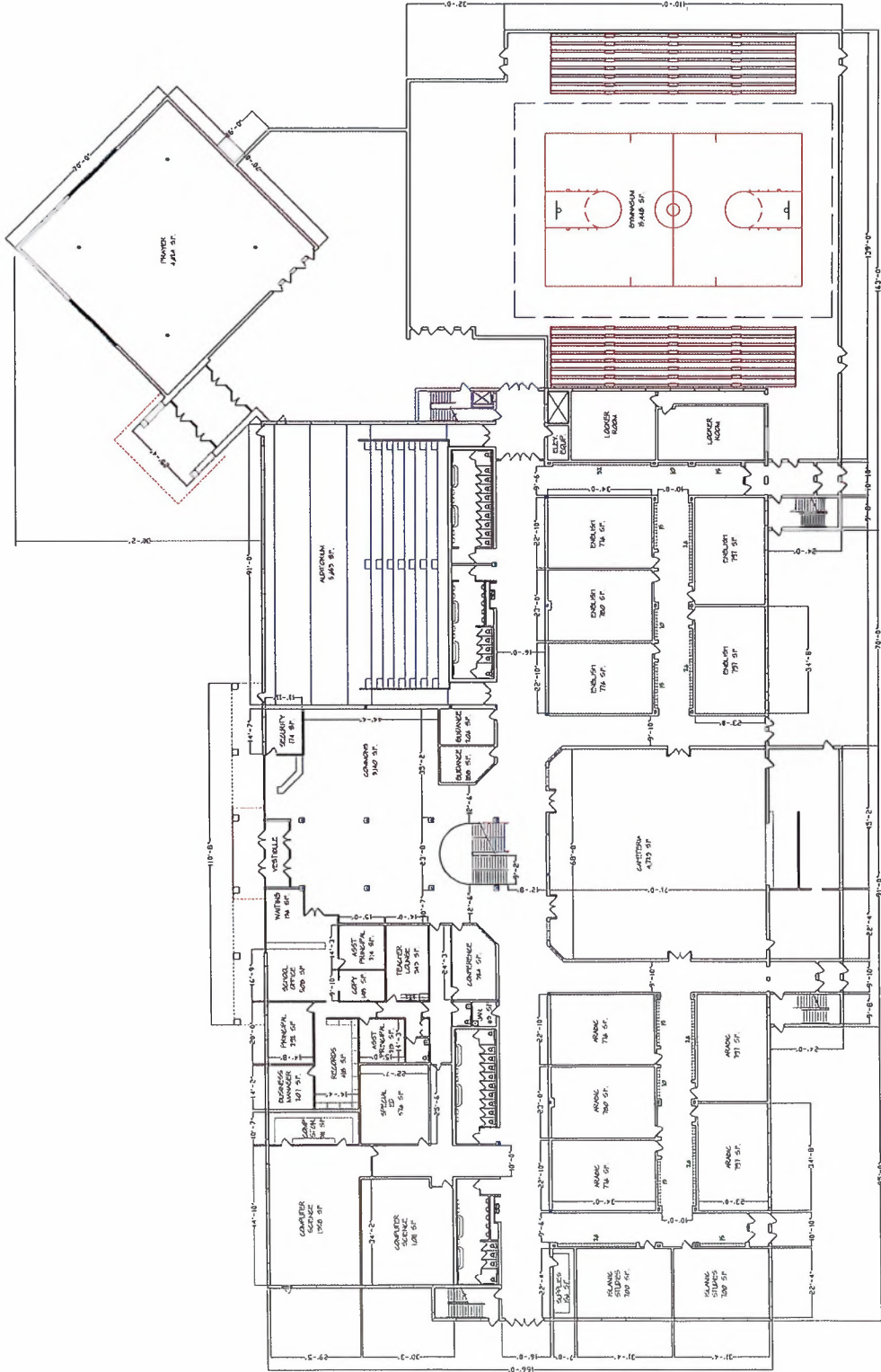
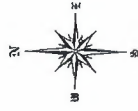


ARCHITECTURE  
 413 NORTH SCOND STREET  
 MILWAUKEE, WI 53202-2111  
 (414)242-6001 FAX (414)242-6004

Existing Showtime Cinema Alteration for  
 SALAM PRIVATE HIGH SCHOOL  
 8910 S 102nd Street  
 Franklin, WI 53132

OR-22-24

PROPOSED FLOOR PLAN  
 A-5

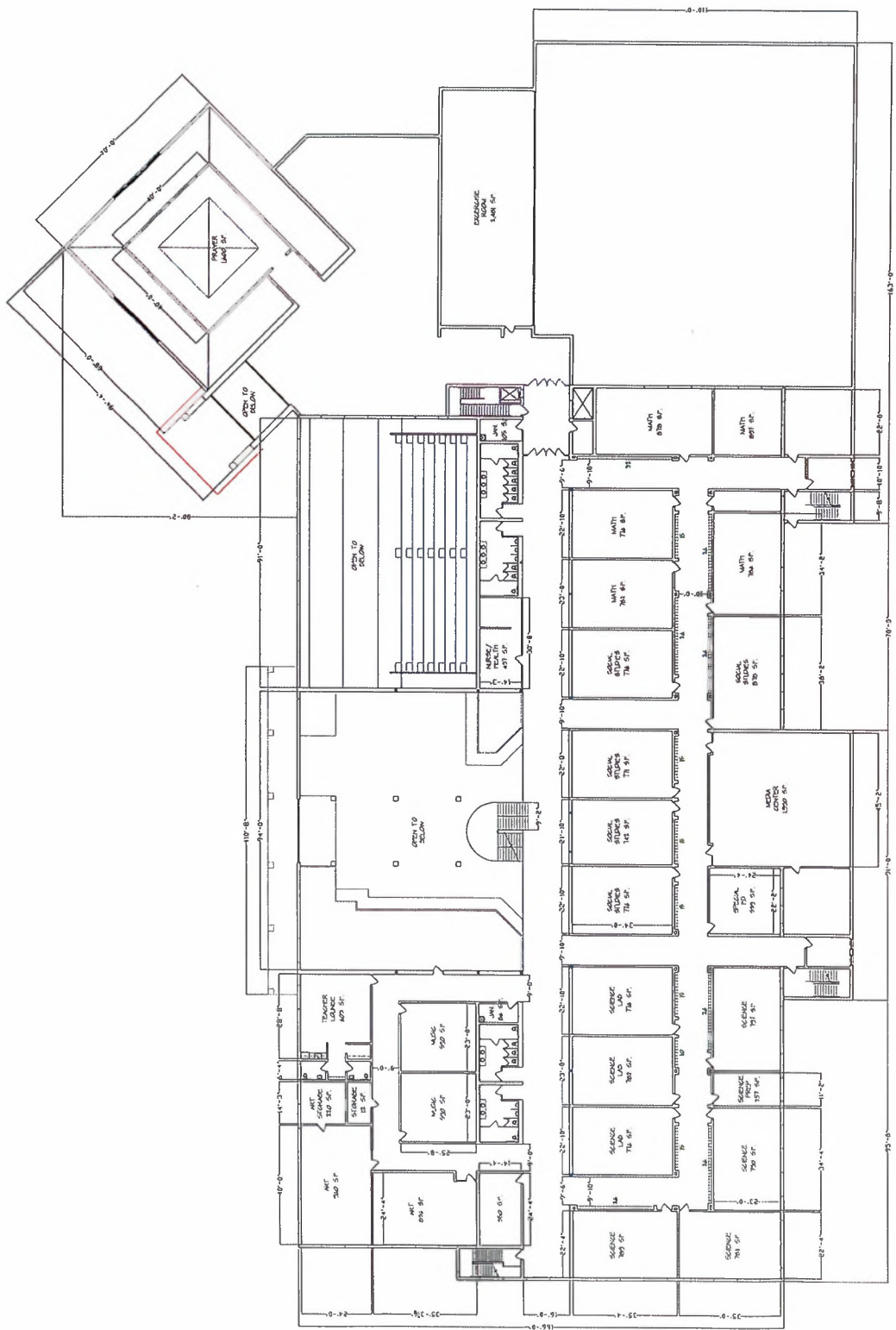
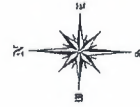


PROPOSED FIRST FLOOR PLAN  
 1" = 1'-0"

Existing Showtime Cinema Alteration for  
 SAMAN PRIVATE HIGH SCHOOL  
 8910 S Lind Street  
 Franklin, WI 53132

09-23-24

PROPOSED  
 SECOND PLAN  
 A-6



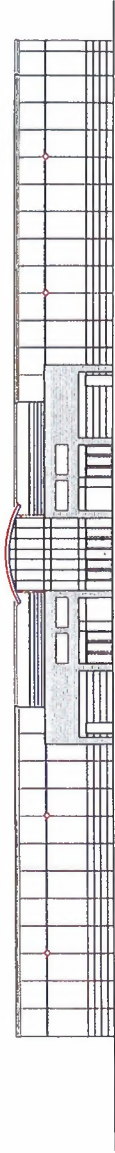
PROPOSED SECOND FLOOR PLAN  
 1/4" = 1'-0"

Existing Showtime Cinema Allocation for  
 SALAN PRIVATE HIGH SCHOOL  
 8910 S 12nd Street  
 Franklin, WI 53132

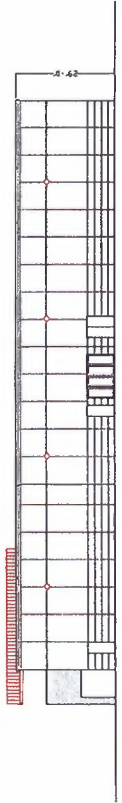
08.23.24

EXISTING  
 ELEVATIONS

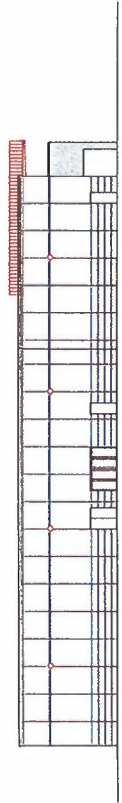
A-7



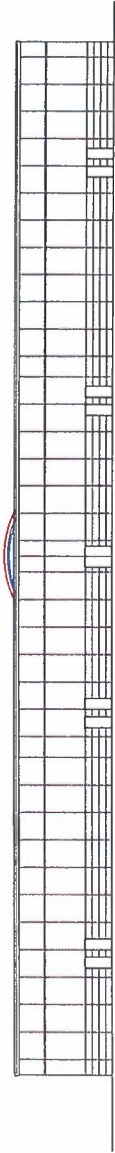
EXISTING EAST ELEVATION  
 $\frac{1}{8}'' = 1'-0''$



EXISTING NORTH ELEVATION  
 $\frac{1}{8}'' = 1'-0''$



EXISTING SOUTH ELEVATION  
 $\frac{1}{8}'' = 1'-0''$



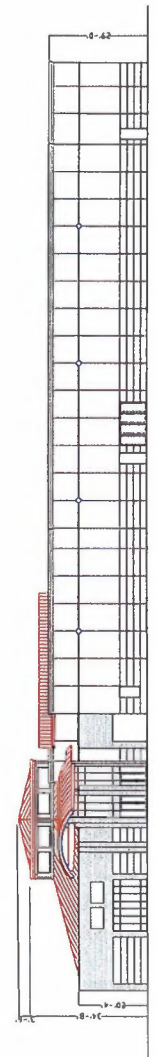
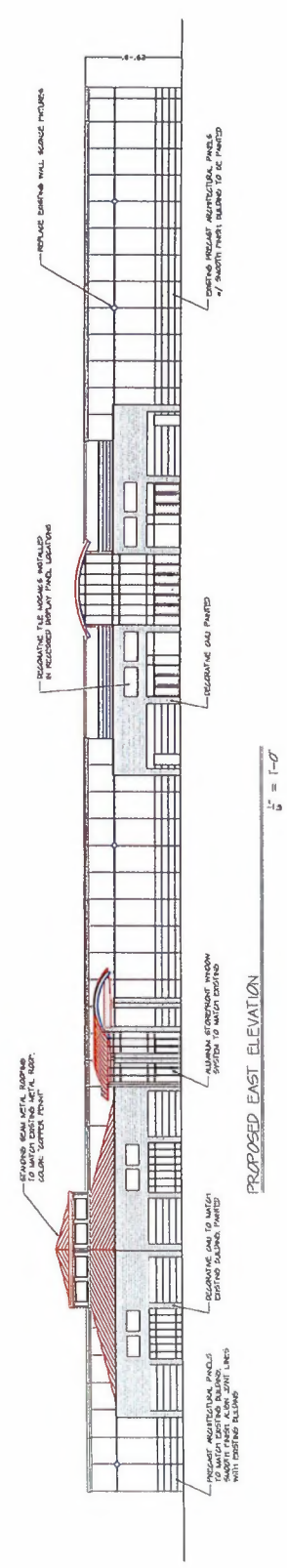
EXISTING WEST ELEVATION  
 $\frac{1}{8}'' = 1'-0''$

Existing Showtime Cinema Allocation for  
 SALAM PRIVATE HIGH SCHOOL  
 2910 S Grand Street  
 Franklin, WI 53132

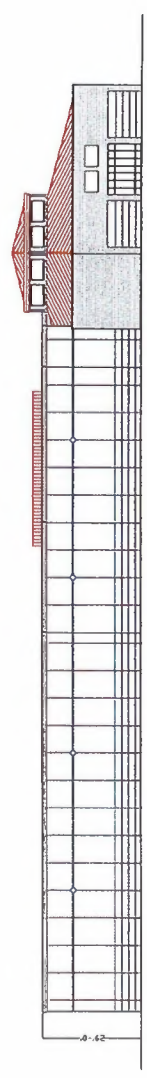


08-23-24

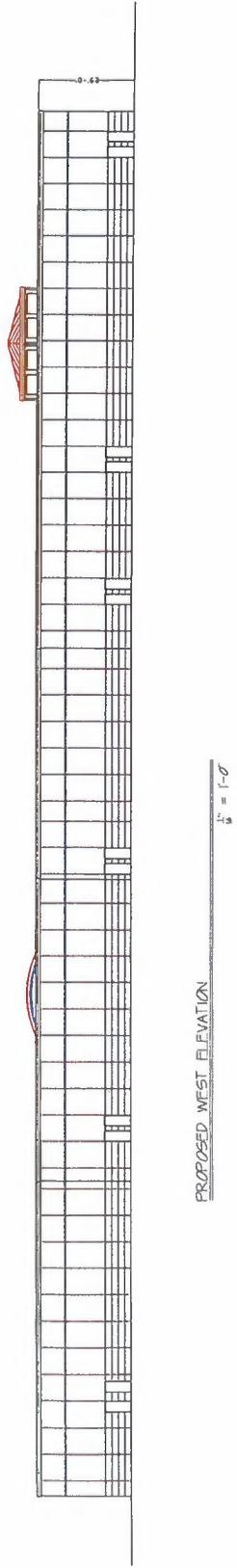
PROPOSED  
 ELEVATIONS  
**A-8**



PROPOSED NORTH ELEVATION



PROPOSED SOUTH ELEVATION



PROPOSED WEST ELEVATION

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  10/15/24
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Acquisition of MRAP Armored Rescue Vehicle for the Franklin Police Department</b>	<b>ITEM NUMBER</b>  M.3.

**Law Enforcement Support Office (LESO)**

The U.S. Department of Defense Law Enforcement Support Office (LESO) Program, (formerly known as the 1033 Program), permits the Secretary of Defense to transfer excess Department of Defense supplies and equipment to state and local law enforcement agencies for use in their law enforcement duties. This property is procured at no cost to the agency except an enrollment fee, and any shipping or transportation costs. The cost to acquire this vehicle from the LESO program is \$500 through the Wisconsin Emergency Management Office

**MRAP Armored Vehicle - Mine Resistant Ambush Protection**

An MRAP is an armored vehicle designed to allow its occupants to survive gunfire of any caliber and to allow for the survival of its occupants from either a rocket-propelled grenade, pipe bomb, car bomb, or any other type of explosive charge.

**FRANKLIN POLICE DEPARTMENT USE**

The intended purpose of this vehicle is for rescue operations and officer safety. It has no weapon systems or gun mounts. The MRAP will allow officers to go into hostile situations reducing the risk of being injured by gunfire and would permit safe rescue of citizens from gunfire situations. This vehicle would allow for up to ten seated occupants and is capable of transporting two stretchers for use in transporting wounded or injured people. The MRAP can also be used in natural disasters such as flooding or snowfall due to its high ground clearance.

See additional attachments for further information on this request.

**COUNCIL ACTION REQUESTED**

Motion to approve the acquisition of an armored rescue vehicle for the Franklin Police Department via the LESO program.

OR

As directed.

**ROLL CALL VOTE**





## MRAP Armored Rescue Vehicle Franklin Police Department



### VEHICLE DETAILS:

- Caiman Multi-Terrain Vehicle (CMTV), M1248
- Built by BAE Systems - Sealy, Texas, 2012
  - Used by the U.S Department of Defense as an armored troop transport vehicle
- Demilitarized by US Army and transferred to Eau Claire Sheriff's Office in 2014 via LESO Program
  - Acquired by Waukesha, WI Police Department - 2015
  - Waukesha PD recently purchased a new armored vehicle and is returning the MRAP to the LESO program.

### Components of vehicle that were removed for demilitarization

- Central Tire Inflation System (CTS)
- Automatic Fire Suppression System
- Power Assist Doors
- Military Radio/Intercom Systems
- Ether Start System
- Chemical Agent Detector System

### Components & Systems added by Waukesha Police Department

- 800mhz Radio
- VHF Radio
- Camera
- Intercom
- Emergency Lights
- Ram and Ram Gas Delivery System
- These added components will remain with the vehicle and save significant outfitting costs



## **What are the costs to operate and maintain this vehicle?**

- Originally acquired by Federal Government for \$733,000.
- Insurance: Covered under the city's existing vehicle liability insurance policy.
- Decals: Franklin Police and Franklin Fire decals need to be purchased and affixed to the vehicle.
  
- Engine specifics:
  - Caterpillar C9 diesel engine
  - Caterpillar CX28 Transmission
  
- **Maintenance**  
Routine engine services such as oil changes and lubrication can be performed by staff at Franklin DPW.
  
- Local municipalities that have similar types of vehicles were consulted regarding maintenance and service including Waukesha, Greenfield, Oak Creek, and West Allis. The consistent response received from these municipalities was routine operation of the vehicle and regular oil changes yielded few additional mechanical problems.
  
- Local truck service centers can complete service work that must be outsourced from DPW and have completed work on similar vehicles.
  
- The Villages of Greendale and Hales Corners have each committed to contributing \$1,500 annually to help cover both routine maintenance and unanticipated repairs.
  
- **What parts would come with this vehicle?**
  - Four new tires & rims
  - New brakes - Waukesha PD installed in 2023
  
- **What does it weigh?**
  - The MRAP weighs approximately 52,000lbs
  
- How does that compare to other vehicles on the road?
  - Fully loaded tandem axle dump truck weighs approximately 65,000lbs
  - Fire Department ladder truck weighs approximately 70,000lbs

## **Why acquire this type of Rescue Vehicle?**

Safety! An armored rescue vehicle is used to enhance the safety of officers in both patrol functions, as well as the agencies comprised of our SWAT Team. It allows officers and fire department personnel to save lives by safely removing citizens or personnel from a dangerous area. The vehicle would also allow officers to go into hostile situations; reducing the risk of being shot and would allow safe rescue of citizens from gunfire situations. The vehicle has the capability of seating up to ten personnel and the ability to transport two patients on stretchers.

The Franklin Police Department is part of a joint SWAT Team; Southwest Metro, which includes the Village of Greendale, and the Village of Hales Corners Police Departments. One of the overall missions of a SWAT Team is to preserve life. The team would utilize the rescue vehicle during search warrants which meet criteria for the use of an armored vehicle such as barricaded suspects or high-risk search warrants. Most SWAT operations call for the use of an armored vehicle to ensure the safety of personnel and citizens involved in the incident. The Southwest Metro SWAT Team is the only team in Kenosha, Racine, Milwaukee, and Waukesha counties that currently has no armored rescue vehicle.

Since 2020, the SWAT Team has been involved with approximately ten search warrants or callouts. In addition, the Franklin Police Department was requested for and sent assistance for civil unrest demonstrations in Kenosha, WI, Milwaukee, WI, and Wauwatosa, WI, and a large demonstration in Greendale, WI. We also assisted in an active shooter incident at a Milwaukee area shopping center.

The MRAP can also be used in natural disasters. The high ground clearance of this vehicle allows it to be operated in deep snow and flood waters where other municipal vehicles would get stuck.

**Who owns the vehicle?**

The Department of Defense (DOD) owns the vehicle. After demilitarization, they are distributed through the DOD's Law Enforcement Support Office (LESO). In Wisconsin, the LESO is run through the Wisconsin Emergency Management Office which distributes vehicles like this to local police departments.

**Does the vehicle have any weapons?**

No! The Federal Government 1033 Program removed the only offensive weapon system that was originally installed on it.

**Who would operate this vehicle?**

Trained personnel only. This would include personnel from the Franklin Police Department and SWAT Team members. Law enforcement officers are statutorily exempt from obtaining a Commercial Driver's License in order to operate this vehicle. A specific training course including vehicle familiarity and road course would be implemented to certify members prior to any operation of the vehicle.

Are any personnel familiar with this vehicle?

Yes. Several department and SWAT team members have operated or are familiar with this vehicle from military service deployments.

**Do other agencies in Wisconsin have similar MRAP rescue vehicles?**

Yes, there are a total of 37 Wisconsin agencies that currently have a similar type of vehicle acquired through the LESO 1033 program.

- |                      |                        |                         |
|----------------------|------------------------|-------------------------|
| Appleton PD          | Kenosha Co Sheriff     | Sawyer Co Sheriff       |
| Brown Co Sheriff     | La Crosse PD           | Stevens Point PD        |
| Clark Co Sheriff     | Marshfield PD          | Taylor Co Sheriff       |
| Columbia Co Sheriff  | Neenah PD              | Tomah Police Department |
| Cudahy PD            | Oak Creek PD           | Vernon County Sheriff   |
| Dodge Co Sheriff     | Oconto Co Sheriff      | Vilas Co Sheriff        |
| Dunn Co Sheriff      | Ozaukee Co Sheriff     | Washburn Co Sheriff     |
| Eau Claire PD        | Pierce Co Sheriff      | Waukesha PD             |
| Forest Co Sheriff    | Polk Co Sheriff        | Waupaca Co Sheriff      |
| Grant Co Sheriff     | Portage Co Sheriff     | West Allis PD           |
| Greenfield PD        | Racine Co Sheriff      | Wood Co Sheriff         |
| Jefferson Co Sheriff | Richland Center PD     |                         |
| Juneau Co Sheriff    | Saint Croix Co Sheriff |                         |

**What happens at the end of the vehicle's useful life?**

The vehicle is returned through the Wisconsin LESO and ultimately back to the DOD.



<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">10/15/2024</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Approval to Appoint Mr. Glen Beardsley as Interim Sewer &amp; Water Superintendent</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">H.4.</p>

**BACKGROUND**

Mr. Thomas "Mike" Roberts, who served as the Sewer & Water Superintendent, retired on October 1, 2024, after an incredible career of nearly 46 years with the City. The Mayor recommends appointing Mr. Glen Beardsley as the Interim Sewer & Water Superintendent, with an effective term through at least the beginning of 2025.

Mr. Beardsley has over 20 years of experience with the Sewer & Water Department and is currently a Sewer & Water Operator II, a position directly below Superintendent. He has demonstrated the skills and dedication required for the Superintendent role and has shown an interest in advancing to this leadership position.

**POLICY REQUIREMENTS**

As stated in the Employee Handbook and Section 3.19 of the Civil Service Personnel Administration Program, appointments to department head or "Officer" positions require Common Council approval for temporary or interim assignments. The relevant Handbook provisions include:

1. **Common Council or Library Board Approval:** Required for appointments to department head positions or roles defined as "Officer" in municipal ordinances unless otherwise authorized.
2. **Applicability of Temporary or Interim Assignment Pay:** Such pay is discretionary and determined solely by the City. Unless specified, it does not apply to positions covered under an existing collective bargaining agreement.

The Mayor seeks Council approval for this interim appointment in compliance with these requirements.

**The City retains sole discretion in determining the applicability or amount of any such Temporary or Interim Assignment Pay, and any such pay shall be considered "discretionary" to the fullest extent provided for by law."**

**SALARY PROPOSAL**

The proposed interim salary for Mr. Beardsley is \$85,000 annually, on an exempt status. While this represents approximately a 15% increase over his current hourly rate, the overall compensation is comparable to his existing wage when factoring in overtime earnings.

**COMPENSATORY TIME PAYOUT**

Mr. Beardsley currently has 478.38 hours of accrued compensatory time. Per an agreement established with former Director of Administration Luberda, these hours will be paid out at his current Operator wage before his promotion. The total anticipated cost of this payout is \$16,959.29. This liability was known but was not included in the 2024 budget.

**FINANCIAL IMPACT**

The compensatory time payout of \$16,959.29 will result in an unplanned expense not included in the 2024 budget. To cover this cost, it is recommended that the additional funds be sourced from the Merit Pool Fund. As of this date, no formal merit policy has been established to guide the use of these funds, making it a suitable funding source for this temporary need.

**RECOMMENDATION**

The Mayor recommends the appointment of Mr. Glen Beardsley as Interim Sewer & Water Superintendent at the proposed salary of \$85,000 per year, with an anticipated term extending through the start of 2025.

**COUNCIL ACTION REQUESTED**

Motion to approve the appointment of Mr. Glen Beardsley as Interim Sewer & Water Superintendent with an interim salary of \$85,000 annually and authorize the payout of accrued compensatory time at the current Operator wage.

Mayor – JRN; DOA – KH; HR – DZ

<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 10/15/2024
<b>Reports and Recommendations</b>	Motion to approve the Director of Health and Human Services to accept the Immunization COVID Supplement 3 Grant period extension.	<b>ITEM NUMBER</b> M.5.

**Background:** In October of 2021, Council approved the Franklin Health Department (FHD) Director of Health and Human services to accept the Immunization COVID Supplement 3 Grant. The project period had been extended from an original ending date of June 30, 2024 to an end date of June 30, 2025. DHS has requested an updated signature on the contract.

This grants assist the FHD in offering programming and services to residents based upon analysis and assessment of community needs in addition to the services required of the Health Department by State and Municipal codes. Additionally, the funding supports the FHD in planning for natural and public health disasters at the Community level.

The updated contract has been reviewed by the City attorney and approved for signature pending Council approval.

**Recommendation:** The Director of Health and Human Services recommends approval to accept Immunization Supplement 3 Grant.

**Fiscal Note:** The grant funds above directly support programs and services for Franklin residents.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to approve the acceptance of the 2024-2025 Immunization COVID Supplement 3 Grant.

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-26 M5**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

9/30/2024

Date Signed



**GRANT AGREEMENT MODIFICATION**  
**between the**  
**STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES**  
**And**  
**Franklin HD**  
**for**  
**2024 DPH LPHD Consolidated Contract**

DHS Grant Agreement No.: 435100-G24-DPHCC24-26 M5  
DPH Contract No.: 62118-5  
Agreement Amount: \$52,095  
Agreement Term Period: 10/1/2023 to 9/30/2025  
GEARS Pre-Packet No: 27373

DHS Division: Division of Public Health  
DHS Grant Administrator: Anna Benton  
DHS Email: [DHSGACMail@dhs.wisconsin.gov](mailto:DHSGACMail@dhs.wisconsin.gov)

Grantee Grant Administrator: Ms Lauren Gottlieb  
Grantee Address: 9229 W LOOMIS RD, FRANKLIN,  
WI, 531329728  
Grantee Email: [LLube@franklinwi.gov](mailto:LLube@franklinwi.gov)

**Modification Description:** We are adding funding for the Immunization Program (Profile 155809). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, **ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT.** This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

**State of Wisconsin**  
**Department of Health Services**

**Grantee**  
Entity Name: \_\_\_\_\_

Authorized Representative

Authorized Representative

Name: \_\_\_\_\_

Name: Lauren Gottlieb

Title: \_\_\_\_\_

Title: Director of Health and Human Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **CIVIL RIGHTS COMPLIANCE ATTACHMENT**

**The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.**

**Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:**

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

### **HIGH-RISK IT REVIEW**

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

**GEARS PAYMENT INFORMATION**

***DHS GEARS STAFF INTERNAL USE ONLY***  
**GEARS PAYMENT INFORMATION**

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	7/1/2024	6/30/2025	\$52,095

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155809	IMM COVID SUPP 3 CONS		-	\$52,095	\$52,095	N/A
					\$52,095	

**GEARS FEDERAL AWARD INFORMATION**

<b>DHS Profile Number</b>	155809
<b>FAIN</b>	NH23IP922611
<b>Federal Award Date</b>	8/15/2024
<b>Sub-award period of Performance Start Date</b>	7/1/2021
<b>Sub-award period of Performance End Date</b>	6/30/2025
<b>Amount of Federal Funds obligated (committed) by this action</b>	\$52,095
<b>Total Amount of Federal Funds obligated (committed)</b>	\$52,095
<b>Federal Award Project Description</b>	Immunization Cooperative Agreements
<b>Federal Awarding Agency Name (Department)</b>	Department of Health and Human Services
<b>DHS Awarding Official Name</b>	Debra K Standridge
<b>DHS Awarding Official Contact Information</b>	608-266-9622
<b>Assistance Listing (formerly CFDA) Number</b>	93.268
<b>Assistance Listing (formerly CFDA) Name</b>	Immunization Cooperative Agreements
<b>Total made available under each Federal award at the time of disbursement</b>	\$161,983,317
<b>R&amp;D?</b>	No
<b>Indirect Cost Rate</b>	7.5%



**Supplement 4 Local Health and Tribal Health Department Statement of Work  
GEARS 155809 & 65566**

Contacts		Division Financial Contact	Program Contact
	Name	Michael Schultz	Stephanie Schauer
	Email	Michaelw.Schultz@dhs.wisconsin.gov	Stephanie.Schauer@dhs.wisconsin.gov
	Phone	608-267-1897	608-264-9884

**Background**

These funds are largely intended to reimburse Local and Tribal Health Departments for expenses related to providing COVID-19 and other vaccines in an accessible, culturally relevant manner to underserved or under-vaccinated communities (e.g., pop-up clinics, local events). In summary, funded efforts should include addressing barriers and ensuring health equity for COVID-19 vaccination.

**Contract Period of Performance:**

The grant start date is July 1, 2024- June 30, 2025

**Generalized Funding Statement**

Funding to Local or Tribal Health Department is as follows:

- Reimbursement expenses
- Electronic Support

The Local Health Officer, Tribal Leadership, or Public Health Board will receive the contract through the current DHS DocuSign process. By signing the contract amendment, the local or tribal health department is accepting receipt of the funds and signaling their intention to engage in any number of the eligible activities described above. Each jurisdiction can partner with another jurisdiction.

The funds will be allocated through the Grant Enrollment, Application and Reporting System (GEARS). Expenditure reports will be prepared according to contract monitor instructions and submitted to the contract monitor at the same time expenses are submitted to the DHS GEARS unit for payment. Expenses should be reported through the GEARS expense reporting process at least monthly. Local health departments will report on GEARS profile 155809 and tribal health departments will report on GEARS profile 65866.

The Expenditure Report form (F-00642) is e-mailed to GEARS ([DHS600RCars@dhs.wisconsin.gov](mailto:DHS600RCars@dhs.wisconsin.gov))

**Scope of Work Summary**

The funds will be used for the purposes of reimbursing Local Health Departments and Tribal Health Clinics to provide COVID-19 and other vaccines in an accessible, culturally relevant manner to underserved and/or under-vaccinated communities.

Funding will support the following items:

- Staffing for planning and implementing clinics such as:
  - Staffing a call/email center for patients' requests (e.g., sign ups, accommodations for disabilities, managing complaints)
  - Payment for staff time used for vaccination related tasks such as: ordering, storing, and handling vaccine inventory; administering vaccine; providing patient education; and recording doses administered in the Wisconsin Immunization Registry (WIR)
  - Payment for staff time with managing other logistics like managing parking, flow of

- Identifying an accessible location for the clinic and working with relevant partners to coordinate the event at that location (e.g., organization that owns the location and parking sites, ride share companies, volunteer networks, community-based organizations)
- Communications related to vaccination clinics such as:
  - Translation services for commonly-used languages for the populations expected to attend
  - Printing services
  - Plain language services
  - Sign language interpreters and caption services
  - Braille translation services
  - Development of culturally-relevant messaging that will resonate with the communities focused on by the vaccination clinic
- Outreach to communities targeted for vaccination such as:
  - Communities with limited English-speaking proficiency
  - Under- or uninsured communities
  - Communities with transportation limitations (e.g., lack public, accessible transportation or have mobility limitations)
  - Communities with other inequities in the social determinants of health
  - Formation of partnerships with trusted messengers of the communities focused on by the vaccination clinic
  - Culturally-relevant media campaigns (e.g., radio notices, social media, and flyers about the upcoming vaccination clinic)
- Site-specific needs and supplies
  - PPE for staff and for patients
  - Clinic supplies such as tents, signage
  - Appropriate vaccine storage/transport equipment

**Reporting Requirements**

	Due Date
Submit GEARS Expenditure Reports	Monthly
DHS Monthly Financial & Progress Report – updated form with training will be emailed by or before agreement execution	Monthly

**Special Provisions**

Be aware that CDC may provide more guidance to states regarding this funding. Expect that DHS would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds.



**DEPARTMENT OF HEALTH SERVICES**

Division of Enterprise Services

F-01788 (03/2022)

**STATE OF WISCONSIN**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

<b>SIGNATURE</b> – Official Authorized to Sign Application		Date Signed
For (Name of Vendor)	Unique Entity Identifier (UEI), <i>if applicable</i>	

<b>INTERNAL USE ONLY</b>	
Contract #:	
Contract Description:	
The Office/Division of _____ has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date _____ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government	
<b>SIGNATURE</b> – Contract Administrator	Date Signed

Certificate Of Completion

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Subject. 155809 - Franklin Public Health - 2024 DPH Consolidated Contract - 435100-G24-DPHCC24-26 M5

Source Envelope

Document Pages 8

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Cody Wagner

CodyW.Wagner@dhs.wisconsin.gov

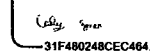
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Lauren Gottlieb

LLube@franklin.wi.gov

Director of Health and Human Services

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Jonette Arms

jonette.arms@dhs.wisconsin.gov

Security Level Email, Account Authentication (None)

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Certified Delivery Events

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Carbon Copy Events

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**Carbon Copy Events**

DPH Contracts  
DHSDPHContracts@dhs.wisconsin.gov  
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**Payment Events**

**Status**

**Timestamps**

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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Department of Health Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov)

### **To advise Wisconsin Department of Health Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Wisconsin Department of Health Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Wisconsin Department of Health Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.



<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 10/15/2024
<b>Reports and Recommendations</b>	Motion to approve the Director of Health and Human Services to accept the 2024 Division of Public Health Consolidated Contracts to continue funding health department grants.	<b>ITEM NUMBER</b> D.6.

**Background:** The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants which run from July 1, 2024 through June 30, 2025:

- Bioterrorism Focus Planning (Public Health Emergency Preparedness) Grant: \$40,740
- Bioterrorism Preparedness (Cities Readiness Initiative) Grant: \$13,267

These grants assist the FHD in offering programming and services to residents based upon analysis and assessment of community needs in addition to the services required of us by State and Municipal codes. Additional, the funding supports the FHD in planning for natural and public health disasters at the Community level.

**Recommendation:** The Director of Health and Human Services recommends approval to accept the Division of Public Health Consolidated Contract Grants for 2024-2025 awarded to the Franklin Health Department.

**Fiscal Note:** Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.

The contract has been sent to the City of Franklin legal counsel for review in September 2024 with no changes recommended.

**COUNCIL ACTION REQUESTED**

The Director of Health and Human Services requests a motion to approve the acceptance of the 2024-2025 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.

## Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-26 M4**

Bureau of Procurement and Contracting (BPC) Review:

This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

*Cody Wagner*

Name: Cody Wagner

Title: Office of Legal Counsel

9/5/2024

Date Signed



**GRANT AGREEMENT MODIFICATION**  
**between the**  
**STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES**  
**And**  
**Franklin HD**  
**for**  
**2024 DPH LPHD Consolidated Contract**

DHS Grant Agreement No.: 435100-G24-DPHCC24-26 M4  
DPH Contract No.: 62118-4  
Agreement Amount: \$54,007  
Agreement Term Period: 10/1/2023 to 9/30/2025  
GEARS Pre-Packet No: 27216

DHS Division: Division of Public Health  
DHS Grant Administrator: Anna Benton  
DHS Email: [DHSGACMail@dhs.wisconsin.gov](mailto:DHSGACMail@dhs.wisconsin.gov)

Grantee Grant Administrator: Ms Lauren Gottlieb  
Grantee Address: 9229 W LOOMIS RD, FRANKLIN,  
WI, 531329728  
Grantee Email: [LLube@franklinwi.gov](mailto:LLube@franklinwi.gov)

Modification Description: We are adding funding for the Public Health Emergency Preparedness (PHEP) Program (Profile 155015) and the Cities Readiness Initiative (CRI) Program (Profile 155190). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

**State of Wisconsin**  
**Department of Health Services**

**Grantee**  
Entity Name: City of Franklin

Authorized Representative

Authorized Representative

Name: \_\_\_\_\_

Name: Lauren Gottlieb

Title: \_\_\_\_\_

Title: Director of Health and Human Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **CIVIL RIGHTS COMPLIANCE ATTACHMENT**

**The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.**

**Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:**

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

### **HIGH-RISK IT REVIEW**

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

**GEARS PAYMENT INFORMATION**

***DHS GEARS STAFF INTERNAL USE ONLY***

**GEARS PAYMENT INFORMATION**

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	7/1/2024	6/30/2025	\$54,007

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155015	BIOT FOCUS A PLANNING		-	\$40,740	\$40,740	N/A
155190	BIOT PREPARE - CRI		-	\$13,267	\$13,267	N/A
					\$54,007	

**GEARS FEDERAL AWARD INFORMATION**

<b>DHS Profile Number</b>	155015	155190
<b>FAIN</b>	NU90TU000048	NU90TU000048
<b>Federal Award Date</b>	6/6/2024	6/6/2024
<b>Sub-award period of Performance Start Date</b>	7/1/2024	7/1/2024
<b>Sub-award period of Performance End Date</b>	6/30/2025	6/30/2025
<b>Amount of Federal Funds obligated (committed) by this action</b>	\$40,740	\$13,267
<b>Total Amount of Federal Funds obligated (committed)</b>	\$40,740	\$13,267
<b>Federal Award Project Description</b>	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC.	To enhance Wisconsin's ability to rapidly mobilize, surge, and respond to public health emergencies identified by CDC.
<b>Federal Awarding Agency Name (Department)</b>	Department of Health and Human Services - Centers for Disease Control and Prevention	Department of Health and Human Services - Centers for Disease Control and Prevention
<b>DHS Awarding Official Name</b>	Debra K. Standridge	Debra K. Standridge
<b>DHS Awarding Official Contact Information</b>	608-266-9622	608-266-9622
<b>Assistance Listing (formerly CFDA) Number</b>	93.069	93.069
<b>Assistance Listing (formerly CFDA) Name</b>	Public Health Emergency Preparedness	Public Health Emergency Preparedness
<b>Total made available under each Federal award at the time of disbursement</b>	\$11,799,124	\$11,799,124
<b>R&amp;D?</b>	No	No
<b>Indirect Cost Rate</b>	7.5%	7.5%

**Local and Tribal Public Health Emergency Preparedness Contract Objectives  
Centers for Disease Control and Prevention (CDC) Cooperative Agreement  
#CDC-RFA-TU24-0137  
Budget Period: July 1, 2024 – June 30, 2025\***

*\*Note: This document includes all contract deliverables for a five-year cooperative agreement period (7/1/2024 – 6/30/2029). Some deliverables are required annually, while others have the expected due date for each budget period. Please send any questions regarding Contract Objectives to the DHS PHEP program at [DHSPHEP@dhs.wisconsin.gov](mailto:DHSPHEP@dhs.wisconsin.gov).*

The Wisconsin Department of Health Services (DHS) has established the following objectives and deliverables for completion by local and Tribal public health agencies (LTPHA's) during the budget period from July 1, 2024, to June 30, 2029, with a goal of ensuring Wisconsin local and Tribal public health agencies are response ready.

These objectives are based on CDC's 2024 Readiness Response Framework and are supported by the Public Health Emergency Preparedness and Response Capabilities, which CDC released in 2018 and updated in 2019. In addition, these objectives are written, to align with CDC's Public Health Emergency Preparedness PHEP Cooperative Agreement.

During this budget period, DHS anticipates that LTPHAs will continue to use a "whole community" approach as defined by FEMA. A "whole community" approach is the idea that preparedness is a shared responsibility that must include the full range of preparedness stakeholders, including not just government, but also individuals and families (including those with access and functional needs), businesses, community organizations, schools, nonprofits, media outlets, and more.

Planning for a whole community should address health equity issues by considering individuals with access and functional needs. Per CDC's Access and Functional Needs Toolkit (March 2021), The term "access and functional needs" refers to individuals with and without disabilities, who may need additional assistance because of any condition (temporary or permanent) that may limit their ability to act in an emergency. Individuals with access and functional needs do not require any kind of diagnosis or specific evaluation. Populations with access and functional needs may include but are not limited to:

- Children and youth
- Individuals with chronic diseases or underlying conditions
- Individuals with cognitive impairment
- Individuals with developmental disabilities
- Individuals with hearing impairment
- Individuals experiencing homelessness or housing instability
- Individuals with language barriers and/or limited English proficiency
- Marginalized populations experiencing social, political, or economic exclusions, such as people living in poverty, people experiencing racism, or people who are undocumented
- Older population
- Individuals with limited access to transportation
- Individuals with limited access to the internet or Wi-Fi
- Underserved communities, such as rural or uninsured/underinsured communities

- Individuals with visual impairment
- People who are pregnant

**Using PHEP Funds for Response**

PHEP cooperative agreement funding is intended primarily to support preparedness activities that help ensure state and local public health departments are response ready. PHEP funds may, on a limited, case-by-case basis, be used to support response activities to the extent they are used for their primary purposes: to strengthen public health preparedness and enhance the capabilities of state, local, and Tribal governments to respond to public health threats. LTPHAs must receive prior approval from the Wisconsin PHEP program for any proposed response activities.

**Joint PHEP/HPP/Emergency Management Activities**

Objectives that align with program requirements as set forth by the CDC PHEP program and the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) are indicated as a '(Joint PHEP/HPP Activity)'. The Wisconsin PHEP program recommends that LTPHAs coordinate with their regional Healthcare Emergency Readiness Coalition (HERC) and emergency management partners on these activities.

**Required Reporting**

Annual year-end reporting on all contract deliverables is due June 30<sup>th</sup> each year of the 5-year cooperative agreement. Required reporting will be accessed via the Partner Communications and Alerting (PCA) Portal once available. Additional information about year-end reporting will be communicated to local and Tribal preparedness staff throughout the budget periods via email communications and PHEP Q&A (Questions and Answers) webinars. Local and Tribal preparedness staff should sign up to receive Public Health Emergency Preparedness email communications if they have not already.

**Budget Management**

All LTPHAs will submit a proposed budget by completing and uploading the PHEP Budget Template to the Partner Communication and Alerting (PCA) Portal Local Preparedness Budget Management page. All LTPHAs will report final expenditures by editing the agency’s original submitted Local and Tribal Preparedness Budget Form on the PCA Portal. To request access to the PCA Portal, please contact [DHSPCAPortal@dhs.wisconsin.gov](mailto:DHSPCAPortal@dhs.wisconsin.gov).

<b>Deliverable Number</b>	<b>Due Date</b>	<b>Objective</b>
<b>Deliverable 1</b>	By June 30, each year of the 5-year cooperative agreement	Submit the proposed budget on the PCA Portal
<b>Deliverable 2</b>	By August 15, each year of the 5-year cooperative agreement	Submit final expenditures on the PCA Portal



## Strategy 1 – All-hazard activities

Strategy 1 encompasses the following Response Readiness Framework program priorities.

- **Develop a risk-based approach to all-hazards planning** to advance risk-based planning; address evolving threats; and support medical countermeasure distribution, dispensing, and administration and medical materiel management.
- **Modernize data collection and systems** to improve situational awareness and information sharing with health care systems and other partners.
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for populations experiencing health disparities.

### Risk-Based Approach to All Hazard Planning (AHA)

Public Health Response Readiness Framework – Priority 1. Prioritize a risk-based approach (AHA-A)

- Capability 1. Community Preparedness
- Capability 3. Emergency Operations Coordination
- Capability 13. Public Health Surveillance and Epidemiological Investigation

When submitting the risk assessment (RA) or Hazard Vulnerability Assessment (HVA), identify the top five risks based on public health consequences and report the following Risk Assessment Data Elements (RADE):

- Participants involved in the assessment,
- Identified risks,
- A ranking of the top five risks (new),
- Public health consequences of the risks describing the vulnerabilities associated with prioritized risks (new),
- Resources used to conduct the risk assessments, such as CDC’s Social Vulnerability Index, CDC PLACES, or HHS emPOWER data (new), and
- Identified expertise to provide consultation during a public health emergency associated with prioritized risks (new).

Deliverable Number	Due Date	Objective
Deliverable 3	January 31, 2025	Conduct a risk assessment (RA) or Hazard Vulnerability Assessment (HVA) and identify the top five risks based on public health consequences. <b>If your most recent RA occurred in Budget Periods 2,3,4, or 5 of the previous NOFO performance period, submit that RA along with the risk assessment data elements (RADE) based on elements addressed at that time.</b>

	Once in the 5-year performance period	Complete and submit a new RA/HVA once during the five-year performance period on the PCA Portal and include RADE
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Ensure baseline competency and integration with preparedness requirements - Priority 1.  
 Prioritize a risk-based approach (AHA-G)  
 It is recommended by CDC that Public Health preparedness and recovery staff should strive to complete the coursework below based on their preparedness and response roles and positions.

- Public health preparedness and recovery staff, including exercise planning staff:
  - Independent Study (IS) 100: Introduction to the Incident Command System
  - IS 200: Basic Incident Command System for Initial Response (ICS 200)
  - IS 700: An Introduction to the National Incident Management System (NIMS)
  - ICS 706: NIMS Intrastate Mutual Aid
  - IS 800: National Response Framework, An Introduction
  - IS-2900.A: National Disaster Recovery Framework (NDRF) Overview
  - IS-120: an Introduction to Exercise
  - Homeland Security Exercise and Evaluation Program
  - Emergency Management Assistance Compact (EMAC) Pre-Event Preparation for Resource Providers
- Health Department supervisory positions:
  - ICS 200: Basic ICS for Initial Response
  - Independent Study (IS)-2200: Basic Emergency Operations Center Functions
- Staff with designated response roles:
  - ICS 300: Intermediate ICS for Expanding Incidents (In Person)
  - EMAC Just-in-Time Training for Deploying Personnel
  - Crisis and Emergency Risk Communication (RISK COMMUNICATION PLAN)
- Senior staff who support the management of large/complex responses (incidents across multiple locations or over a large area):
  - ICS 400: Advanced ICS (In Person)

Deliverable Number	Due Date	Objective
Deliverable 4	New staff: With in the first year of hire	At a minimum public health staff should have successfully completed: IS-100, IS-200, IS-700, IS-800
	Current staff: Maintain during the 5-year performance period	Ensure current staff are proficient with the most recent FEMA course version available for IS-100, IS-200, IS -700, IS-800

## Data Modernization (DM)

Public Health Response Readiness Framework – Priority 6. Modernize data collection and systems (DM-A), (DM-B)

- Capability 3: Emergency Operations Coordination
- Capability 13: Public Health Surveillance and Epidemiological Investigation

Incorporate data systems and data source functionality and infrastructure in public health emergency response plans and testing of the functionality of those systems.

Deliverable Number	Due Date	Objective
Deliverable 5	June 30, 2026	Identify the resources and infrastructure necessary for data systems and sources to meet jurisdictional needs during an emergency response and include in emergency plans
Deliverable 6	June 30, 2027	Prioritize improving data systems and data sources that are the most essential for effective response.

## Health Equity (HE)

Public Health Response Readiness Framework – Priority 8. Incorporate health equity practices (HE-A)

- Capability 1: Community Preparedness
- Capability 2: Community Recovery
- Capability 4: Emergency Public Information and Warning
- Capability 7: Mass Care

Ensure risk assessments include relevant input from partners to ensure they reflect health equity. Consider disproportionately impacted populations or community’s projected to be adversely impacted by the public health consequence of risks. Include populations with limited English proficiency and consider how social determinants of health may affect health outcomes during an emergency.

Deliverable Number	Due Date	Objective
Deliverable 7	Over the 5-year performance period	Identify impacted communities and implement actions to understand how public health emergency response plans and exercises can be developed or updated to address unique preparedness, response, and recovery needs of the communities

## Strategy 2 – Whole Community Readiness

Strategy 2 encompasses the following Response Readiness Framework program priorities:

- **Enhance partnerships** with federal and non-governmental organizations to effectively support community preparedness efforts
- **Strengthen risk communication activities** to improve proficiency in disseminating critical public health information and warnings and address misinformation or disinformation
- **Prioritize community recovery efforts** to support health department reconstitution and incorporate lessons learned from public health emergency responses
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for communities experiencing differences in health status due to structural barriers

### Partnerships (PAR)

Public Health Response Readiness Framework – Priority 2 Enhance Partnerships (PAR-A)

- Capability 2: Community Recovery
- Capability 6: Information Sharing

Include critical response and recovery partners in required plans and exercises.

Deliverable Number	Due Date	Objective
Deliverable 8	Over the 5-year performance period	Continually assess your ability to address the unique needs or community members throughout exercises
		Maintain response affiliations with private industry partners including, but not limited to, large employers, pharmacies, academia, and others
		Maintain involvement in regional HERC
	By June 30 <sup>th</sup> each year of the 5-year performance period	Ensure that your organization has at least three staff with profiles and emergency call ranking on the PCA Portal and review accuracy <i>It is strongly encouraged to include your local health officer or Tribal health director as one of these contacts.</i>
Annually during the 5-year performance period	At minimum one representative from your organization will have attended or watched the recording of all coordination calls with Voluntary Organizations Active in Disaster (VOAD) partners that occurred during the budget period	
Annually during the 5-year performance period	Maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information	

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7.  
Strengthen risk communications activities (RSK-A)

- Capability 1 Community Preparedness
- Capability 2 Community Recovery
- Capability 8 Medical Countermeasure Dispensing and Administration
- Capability 9 Medical Materiel Management and Distribution

Timely communication of situational awareness and risk information.

Deliverable Number	Due Date	Objective
Deliverable 9	Over the 5-year performance period	Incorporate lessons learned from exercises and responses into risk communications and information dissemination plans.
		Incorporate strategies to monitor and combat misinformation and disinformation into risk communication and information dissemination plans.
Deliverable 10	Review Annually	Maintain the capacity and capability to manage, distribute, dispense, and administer medical countermeasures according to the Administration for Strategic Preparedness and Response/ Strategic National Stockpile requirements and guidelines. Update mass dispensing and mass vaccination clinic sites in the <u>POD DVC Management Tool</u> on the PCA Portal.
	Once annually over the 5-year performance period	Annually conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert register volunteers

**Exercise Objective:**

All LTPHAs will participate in at least one Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise in each budget period throughout BP1-5. Use of Incident Command System (ICS) to manage a real event may be used in lieu of an exercise as long as an HSEEP consistent After Action Report (AAR)/Improvement Plan (IP) is completed. *Note: This AAR/IP may focus on any one or multiple of the 15 public health emergency preparedness and response capabilities. LTPHAs can participate with their regional HERC in the development of an AAR.*

- a. All LTPHAs that receive state-supplied vaccine to conduct a school-located mass vaccination exercise during any budget period in BP1-5 must complete an HSEEP consistent AAR/IP of the exercise using the Immunization Program Functional Exercise AAR/IP template. This AAR/IP will satisfy deliverable 11.

For LTPHAs that receive state-supplied vaccine to conduct a school-located mass vaccination exercise during any budget period in BP1-5: **Deliverable 11:** By April 30, post HSEEP consistent AAR/IP to the PCA Portal After Action Reports page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

For LTPHAs submitting other AARs: **Deliverable 11:** By June 30, post HSEEP consistent AAR/IP to the PCA Portal After Action Reports page. LTPHAs that participated with their regional HERC in the development of an AAR/IP should ensure that their agency is listed as a participating organization in the document and that either the regional HERC Coordinator or a representative from one LTPHA in the region has posted the AAR/IP to the After Action Reports page.

Deliverable Number	Due Date	Objective
Deliverable 11	Once annually over the 5-year performance period	Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise

**Reporting requirement:**

Deliverable Number	Due Date	Objective
Deliverable 12	By April 30 <sup>th</sup> (if school-based vaccination exercise) or by June 30 <sup>th</sup> (all other exercises) each year of the 5-year performance period	Exercise after action reports and improvement plans (AAR/IP) uploaded to PCA Portal

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7.  
Strengthen risk communications activities (RSK-B)

- Capability 4: Emergency Public Information & Warning
- Capability 6: Information Sharing

Identify and implement communication surveillance, media relations, and digital communication strategies in exercises.

Deliverable Number	Due Date	Objective
Deliverable 13	Each budget period over the 5-year performance period	Exercise risk communication plans and principles to ensure risk communication and staff activities simulate actions that will be taken during an emergency.

Risk Communications (RSK) Public Health Response Readiness Framework – Priority 7.  
Strengthen risk communications activities (RSK-C)

- Capability 4: Emergency Public Information & Warning
- Capability 6: Information Sharing

Identify and implement specific crisis and emergency risk communication activities that meet the diverse needs of communities of focus

Deliverable Number	Due Date	Objective
Deliverable 14	Review each budget period and update as needed	Use lessons learned from COVID-19, mpox, and other recent responses or exercises to identify and address gaps in risk communication activities that support communities of focus.
		Collaborate with partners that represent prioritized populations to develop culturally, linguistically, and accessible appropriate risk messages for populations with access needs, functional needs, and health disparities.

Recovery (REC)

Public Health Response Readiness Framework – Priority 10. Prioritize community recovery efforts (REC-A)

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Incorporate recovery operations into public health preparedness plans

Deliverable Number	Due Date	Objective
Deliverable 15	By June 30 <sup>th</sup> each year of the 5-year performance period	Identify community partners who aid in recovery and engage in discussions regarding their potential roles and their resources. <ul style="list-style-type: none"> <li>◦ Identify roles and responsibilities for staff designated to support recovery operations.</li> </ul>
Deliverable 16	By June 30 <sup>th</sup> each year of the 5-year performance period	Establish methods for determining community recovery priorities and communicating the status of recovery operations with relevant partners, interested groups, and the public.

## Health Equity (HE)

Public Health Response Readiness Framework – Priority 8. Incorporate health equity practices (HE-B)

- Capability 1: Community Preparedness

Engage partners to incorporate health equity principles into preparedness plans and exercises

Deliverable Number	Due Date	Objective
Deliverable 17	Review each budget period and update as needed	Engage community or nontraditional partners, such as faith-based organizations and private industry each year to support communities of focus identified in the RADE health equity section.

## Strategy 3 – Improve Capacity

Strategy 3 encompasses the following Response Readiness Framework program priorities:

- **Build workforce capacity to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health**

## Workforce (WKF)

Public Health Response Readiness Framework – Priority 5. Build workforce capacity (WKF-B)

- Capability 1 Community Preparedness
- Capability 14 Responder Safety and Health
- Capability 7: Mass Care

Provide guidance, direction, and training to maintain a ready responder workforce across the entire health department

Deliverable Number	Due Date	Objective
Deliverable 18	Review each budget period and update as needed	Include health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles in preparedness training and periodic exercises. Primary response staff must participate in exercises on a rotational basis as determined by the health department.



### PHEP 5-year Grant Deliverable Overview

<b>Deliverable Number</b>	<b>Due Date</b>	<b>Objective</b>
Deliverable 1	By June 30, each year of the 5-year cooperative agreement	Submit the proposed budget on the PCA Portal
Deliverable 2	By August 15, each year of the 5-year cooperative agreement	Submit final expenditures on the PCA Portal
Deliverable 3	January 31, 2025	Conduct a risk assessment (RA) or Hazard Vulnerability Assessment (HVA) and identify the top five risks based on public health consequences. <b>If your most recent RA occurred in Budget Periods 2,3,4, or 5 of the previous NOFO performance period, submit that RA along with the risk assessment data elements (RADE) based on elements addressed at that time.</b>
	Once in the 5-year performance period	Complete and submit a new RA/HVA once during the five-year performance period on the PCA Portal and include RADE
Deliverable 4	New staff: With in the first year of hire	At a minimum public health staff should have successfully completed: IS-100, IS-200, IS-700, IS-800
	Current staff: Maintain during the 5-year performance period	Ensure current staff are proficient with the most recent FEMA course version available for IS-100, IS-200, IS -700, IS-800
Deliverable 5	June 30, 2026	Identify the resources and infrastructure necessary for data systems and sources to meet jurisdictional needs during an emergency response and include in emergency plans
Deliverable 6	June 30, 2027	Prioritize improving data systems and data sources that are the most essential for effective response.
Deliverable 7	Over the 5-year performance period	Identify impacted communities and implement actions to understand how public health emergency response plans and exercises can be developed or updated to address unique preparedness, response, and recovery needs of the communities
*Benchmark Activity		
Deliverable 8	Over the 5-year performance period	Continually assess your ability to address the unique needs or community members throughout exercises
		Maintain response affiliations with private industry partners including, but not limited to,

*Benchmark Activity		large employers, pharmacies, academia, and others
		Maintain involvement in regional HERC
	By June 30 <sup>th</sup> each year of the 5-year performance period	Ensure that your organization has at least three staff with profiles and emergency call ranking on the PCA Portal and review accuracy <i>It is strongly encouraged to include your local health officer or Tribal health director as one of these contacts.</i>
	Annually during the 5-year performance period	At minimum one representative from your organization will have attended or watched the recording of all coordination calls with Voluntary Organizations Active in Disaster (VOAD) partners that occurred during the budget period
	Annually during the 5-year performance period	Maintain jurisdictional Wisconsin Emergency Assistance Volunteer Registry (WEAVR) administrator contact information
Deliverable 9	Over the 5-year performance period	Incorporate lessons learned from exercises and responses into risk communications and information dissemination plans.
		Incorporate strategies to monitor and combat misinformation and disinformation into risk communication and information dissemination plans.
Deliverable 10	Review Annually	Maintain the capacity and capability to manage, distribute, dispense, and administer medical countermeasures according to the Administration for Strategic Preparedness and Response/ Strategic National Stockpile requirements and guidelines. Update mass dispensing and mass vaccination clinic sites in the <u>POD DVC Management Tool</u> on the PCA Portal.
	Once annually over the 5-year performance period	Annually conduct at least one alerting drill (or utilize WEAVR during a real-world event) to alert register volunteers
Deliverable 11	Once annually over the 5-year performance period	Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise
Deliverable 12	By April 30 <sup>th</sup> (if school-based vaccination exercise) or by June 30 <sup>th</sup> (all other exercises) each year of the 5-year performance period	Exercise after action reports and improvement plans (AAR/IP) uploaded to PCA Portal
Deliverable 13	Each budget period over the 5-year performance period	Exercise RISK COMMUNICATION PLAN plans and principles to ensure risk communication and staff activities simulate actions that will be taken during an emergency.
*Benchmark Activity		

<p>Deliverable 14</p>	<p>Review each budget period and update as needed</p>	<p>Use lessons learned from COVID-19, mpox, and other recent responses to identify and address gaps in RISK COMMUNICATION PLAN activities that support communities of focus.</p> <p>Collaborate with partners that represent prioritized populations to develop culturally, linguistically, and accessible appropriate risk messages for populations with access needs, functional needs, and health disparities.</p>
<p>Deliverable 15</p>	<p>By June 30<sup>th</sup> each year of the 5-year performance period</p>	<p>Identify community partners who aid in recovery and engage in discussions regarding their potential roles and their resources.</p> <ul style="list-style-type: none"> <li>◦ Identify roles and responsibilities for staff designated to support recovery operations.</li> </ul>
<p>Deliverable 16</p>	<p>By June 30<sup>th</sup> each year of the 5-year performance period</p>	<p>Establish methods for determining community recovery priorities and communicating the status of recovery operations with relevant partners, interested groups, and the public.</p>
<p>Deliverable 17</p>	<p>Review each budget period and update as needed</p>	<p>Engage community or nontraditional partners, such as faith-based organizations and private industry each year to support communities of focus identified in the RADE health equity section.</p>
<p>Deliverable 18</p>	<p>Review each budget period and update as needed</p>	<p>Include health department preparedness staff and surge staff outside the preparedness program who fill key incident command roles in preparedness training and periodic exercises. Primary response staff must participate in exercises on a rotational basis as determined by the health department.</p>

**Wisconsin Cities Readiness Initiative (CRI) Contract  
Centers for Disease Control and Prevention Public Health Emergency  
Preparedness Cooperative Agreement  
Budget Period: July 1, 2024 – June 30, 2025\***

*\*Note: This document includes all contract deliverables for a five-year cooperative agreement period (7/1/2024 – 6/30/2029). Some deliverables are required annually, while others have the expected due date for each budget period. Please send any questions regarding Contract Objectives to the DHS PHEP program at [DHSPHEP@dhs.wisconsin.gov](mailto:DHSPHEP@dhs.wisconsin.gov).*

**Strategies and Deliverables**

The following deliverables pertain only to the following local health departments:

**Milwaukee County Zones**

- Wauwatosa Health Department (Zone C)
- West Allis Health Department (Zone C)
- Franklin Health Department (Zone D)
- Greendale Health Department (Zone D)
- Greenfield Health Department (Zone D)\*
- Hales Corners Health Department (Zone D)
- Cudahy Health Department (Zone E)
- Oak Creek Health Department (Zone E)
- South Milwaukee/St. Francis Health Department (Zone E)

**Individual Reporting Jurisdictions**

- City of Milwaukee Health Department
- North Shore Health Department
- Kenosha County Division of Health
- Pierce County Public Health Department
- Racine County Public Health Division
- City of Racine Public Health Department
- St. Croix County Health & Human Services
- Washington Ozaukee Public Health Department
- Waukesha County Department of Health & Human Services

*\*Pending CDC approval, Greenfield HD will be moving to Zone C*

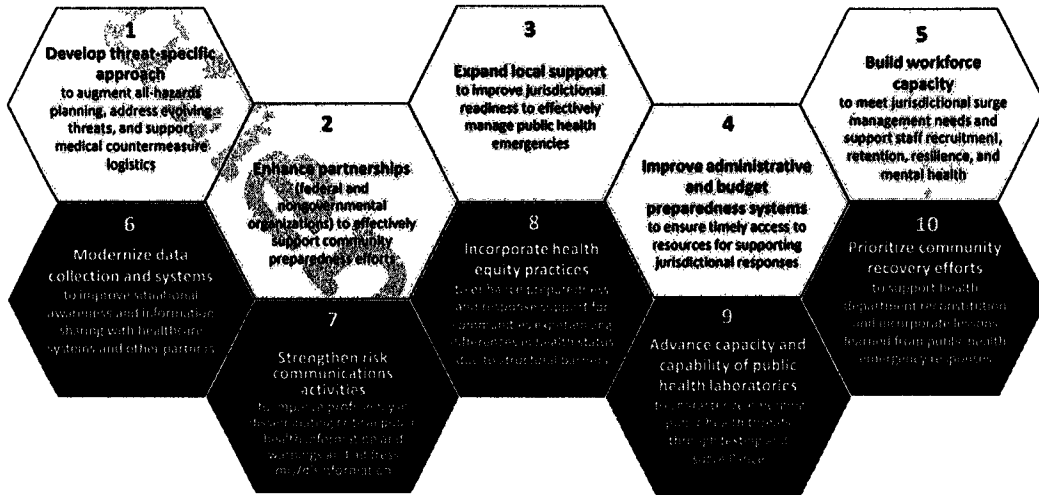
**Strategies**

The proposed strategies for PHEP Recipients and each CRI Zone and jurisdiction indicate that all 62 PHEP Recipients and local planning jurisdictions in 72 CRI metropolitan statistical areas (MSA's) must ensure operational readiness for at least two of the jurisdiction's top threats included in their risk assessment (RA).

1. Ensure readiness for a large-scale event that requires medical countermeasures (MCM's) Distribution/Dispensing/Administration (D/D/A)
  - a. Could include anthrax or other emerging infectious disease (EID) scenario response or similar threat that requires rapid D/D/A OF MCM's.
  - b. Should be a response where public health is likely to play a lead role.
2. Ensure readiness for a priority threat selected from the jurisdiction's RA included in the CDC's Public Health Response Readiness Framework. (Figure 1)
  - a. Could include environmental hazards/climate change, domestic terrorism, or other responses that are not EID-related.
  - b. May be a response where public health is likely to play a support role.

# Public Health Response Readiness Framework

2024-2029 PHEP Program Priorities



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Figure 1

The Wisconsin Department of Health Services (DHS) has established the following strategies and deliverables for completion by CRI's, in addition to their PHEP LTPHA contract deliverables, during the budget period from July 1, 2024, to June 30, 2025.

These strategies are based on CDC's [Readiness Response Framework](#), [Public Health Emergency Preparedness and Response Capabilities](#), and the PHEP Notice of Funding Opportunity (NOFO) and include references to these guidance documents where applicable.

## Deliverables

All CRI jurisdictions will submit a proposed budget by completing and uploading the PHEP CRI BP5 Budget Template to the Partner Communication and Alerting (PCA) Portal [Local Preparedness Budget Management page](#). All CRI's will report final expenditures by editing the agency's original submitted Local and Tribal Preparedness Budget Form on the PCA Portal. To request access to the PCA Portal, please contact [DHSPCAPortal@dhs.wisconsin.gov](mailto:DHSPCAPortal@dhs.wisconsin.gov).

Deliverable Number	Due Date	Deliverable
Deliverable 1	By June 30, each year of the 5-year cooperative agreement	Submit the proposed budget on the PCA Portal
	By August 15, each year of the 5-year cooperative agreement	Submit final expenditures on the PCA Portal

Objective:

All local health department staff responsible for CRI deliverables will maintain awareness of CRI planning and readiness strategies.

Each CRI will maintain a system for tracking inventory of supplies and Medical Counter Measures (IMATS, Excel spreadsheet, or other system). Appropriate health department staff responsible for inventory management will maintain knowledge of the tracking system, including training and exercising as needed to ensure response readiness.

Deliverable Number	Due Date	Deliverable
Deliverable 2	Ongoing as new staff join	<u>Subscribe</u> to receive WI DHS <i>Public Health Emergency Preparedness Planning and Response</i> email communications.
	TBD	Maintain inventory tracking system  If using IMATS (not required), assure primary and backup staff have access to CDC Secure Access Management Services (SAMS) <i>Please contact David Clerkin at <a href="mailto:David.clerkin@dhs.wisconsin.gov">David.clerkin@dhs.wisconsin.gov</a> for SAMS access</i>

### Strategy 1 – All-hazard activities

Strategy 1 encompasses the following Response Readiness Framework program priorities.

- **Develop a risk-based approach to all-hazards planning** to advance risk-based planning; address evolving threats; and support medical countermeasure distribution, dispensing, and administration and medical materiel management.
- **Modernize data collection and systems** to improve situational awareness and information sharing with health care systems and other partners.
- **Integrate health equity practices** to enhance preparedness, response, and recovery support for populations experiencing health disparities.

### Risk-Based Approach to All Hazard Planning (AHA)

Public Health Response Readiness Framework – Priority 1. Prioritize a risk-based approach (AHA-A)

- Capability 1: Community Preparedness
- Capability 3: Emergency Operations Coordination
- Capability 13: Public Health Surveillance and Epidemiological Investigation

By December 3, 2024, and again by June 3, each following year of the 5-year cooperative agreement, each CRI Zone and jurisdiction will submit an action plan to [DHSPHEP@dhs.wisconsin.gov](mailto:DHSPHEP@dhs.wisconsin.gov).

- a. Action plans may focus on activities designed to address prioritized planning and operational gaps identified across any of the fifteen CDC Public Health Emergency Preparedness and Response Capabilities.
- b. Each CRI Zone and jurisdiction may identify planning and operational gaps via various activities, including but not limited to areas of improvement identified in a jurisdiction’s most recent review document, exercises, real incidents, needs assessments, and more.
- c. Each CRI Zone and jurisdiction may use the MCM Action Plan template located on the PCA Portal [CRI page](#) or they may create their own.

Quarterly Updates – All Each CRI Zone and jurisdiction will submit quarterly reports updating OPEHC on activities identified on their action plans.

Deliverable Number	Due Date	Deliverable
Deliverable 3	December 1, 2024	Provide DHS with a copy of your CRI Zone and jurisdiction BP1 (2024-2025) action plan
	June 3 <sup>rd</sup> each year of the 5-year cooperative agreement starting June 3, 2025	Each year provide DHS with an updated copy of your CRI Zone or jurisdictional action plan
	Budget Periods 2-5 December June	Submit an updated copy of your CRI Zone or jurisdictional action plan to <a href="mailto:DHSPHEP@dhs.wisconsin.gov">DHSPHEP@dhs.wisconsin.gov</a>
	Budget Period 1 (2024-2025) <b>Quarterly dates:</b> September 19, 2024 December 19, 2024 March 20, 2025 June 19, 2025	Provide quarterly updates on action plan activities via CRI Update Calls
	Budget Periods 2-5 <b>Quarterly dates: (TBD)</b> September December March June	Provide quarterly updates on action plan activities via CRI Update Calls

- 2. All Each CRI Zone and jurisdiction, will have at least one representative from their zone or jurisdiction participate in scheduled quarterly conference calls with DHS staff. These conference calls will provide an opportunity for Each CRI Zone and jurisdiction to address any challenges or barriers to completing action plans.

Deliverable Number	Due Date	Deliverable
Deliverable 4	Ongoing	Each CRI Zone and jurisdiction will have at least one representative from their zone or jurisdiction participate in scheduled quarterly conference calls with DHS staff.

**Capability 8: Medical Countermeasures Dispensing and Administration**

**MCM Response Requirements for CRI’s:**

- Inclusion of lessons learned from COVID-19 response and other events that required D/D/A or MCM’s.
- Operational readiness for D/D/A of oral drugs, vaccines, and IV medications
- Capability for rapid distribution of MCMs to large portion of the population with in the MSA including rural areas
- Capability to request, accept, process, warehouse, safely store, and distribute/transport deliveries of caches form the SNS, including disposal and decommissioning of MCMs.
- Partnerships with pharmacies, FQHC’s, CBOs, health care sector, coalitions, and other jurisdictional partners with capacity for D/D/A.
- Performance of supporting capabilities required to successfully execute large-scale MCM response including but not limited to:
  - Incident management, emergency risk communication, laboratory response, and volunteer management

By June 30, each year of the 5-year cooperative agreement, all CRI’s will update their dispensing/vaccination clinic (DVC) and points of dispensing (POD) sites in the POD List Management Tool on the PCA Portal.

<b>Deliverable Number</b>	<b>Due Date</b>	<b>Deliverable</b>
Deliverable 5	June 30, each year of the 5-year cooperative agreement	Each CRI Zone and jurisdiction will update their dispensing/vaccination clinic (DVC) and points of dispensing (POD) sites in the <u>POD List Management Tool</u> on the PCA Portal

**Exercise Objective:**

By June 30, 2025, each CRI will participate in a Homeland Security Exercise and Evaluation Program (HSEEP) compliant medical countermeasure D/D/A discussion exercise. This exercise should be leading to a functional exercise and full-scale exercise (Capstone) to be conducted NLT December 31, 2029. The MCM discussions, table-top exercises, and functional exercises may be done as a CRI. The full scale MCM exercises should be completed by the Each CRI Zone and jurisdiction, HERC Regional Coordinator, and WI DHS.

The CRI exercise schedule will follow the 2024-2029 PHEP Exercise Framework. (Figure 2)

The exercise after action reports and improvement plans (AAR’s) should be uploaded to the PCA Portal within 60 days of completing the exercise. The AAR’s do not have to be completed in the same budget period as the exercise i.e., if the exercise is conducted in June the AAR should be submitted by August 31<sup>st</sup> of that same year.

<b>Deliverable Number</b>	<b>Due Date</b>	<b>Deliverable</b>
Deliverable 6	June 30, 2025	Homeland Security Exercise and Evaluation Program (HSEEP) compliant medical





## PHEP 5-year CRI Grant Deliverable Overview

Deliverable Number	Due Date	Deliverable
Deliverable 1	By June 30, each year of the 5-year cooperative agreement	Submit the proposed budget on the PCA Portal
	By August 15, each year of the 5-year cooperative agreement	Submit final expenditures on the PCA Portal
Deliverable 2	Ongoing as new staff join	<u>Subscribe</u> to receive WI DHS <i>Public Health Emergency Preparedness Planning and Response</i> email communications.
	TBD	Maintain inventory tracking system
Deliverable 3	December 1, 2024	Provide DHS with a copy of your Each CRI Zone and jurisdiction BP1 (2024-2025) action plan
	June 3 <sup>rd</sup> each year of the 5-year cooperative agreement starting June 3, 2025	Each year provide DHS with an updated copy of your CRI Zone or jurisdictional action plan
	Budget Periods 2-5 December June	Submit an updated copy of your CRI Zone or jurisdictional action plan to <a href="mailto:DHSPHEP@dhs.wisconsin.gov">DHSPHEP@dhs.wisconsin.gov</a>
	Budget Period 1 (2024-2025) <b>Quarterly dates:</b> September 19, 2024 December 19, 2024 March 20, 2025 June 19, 2025	Provide quarterly updates on action plan activities via CRI Update Calls
	Budget Periods 2-5 <b>Quarterly dates: (TBD)</b> September December March June	Provide quarterly updates on action plan activities via CRI Update Calls
Deliverable 4	Ongoing	All CRI's will have at least one representative from their zone or jurisdiction participate in scheduled quarterly conference calls with DHS staff.
Deliverable 5	June 30, each year of the 5-year cooperative agreement	Each CRI Zone and jurisdiction will update their dispensing/vaccination clinic (DVC) and points of dispensing (POD) sites in the <u>POD List Management Tool</u> on the PCA Portal
Deliverable 6	June 30, 2025	Homeland Security Exercise and Evaluation Program (HSEEP) compliant medical countermeasure D/D/A discussion exercise that will lead to a functional exercise and full-scale exercise (Capstone).
	December 31, 2029	Participate in a Full-scale exercise
Deliverable 7	TBD	Exercise after action reports and improvement plans (AAR's) should be

		uploaded to the PCA Portal within 60 days of completing the exercise
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**DEPARTMENT OF HEALTH SERVICES**

Division of Enterprise Services

F-01788 (03/2022)

**STATE OF WISCONSIN**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

<b>SIGNATURE</b> – Official Authorized to Sign Application		Date Signed
For (Name of Vendor) City of Franklin	Unique Entity Identifier (UEI), if applicable GGTNU4CP2MB1	

<b>INTERNAL USE ONLY</b>	
Contract #:	
Contract Description:	
The Office/Division of _____ has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date _____ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
<b>SIGNATURE</b> – Contract Administrator	Date Signed

**Certificate Of Completion**

Envelope Id 71AC445E6AB24EBE99E96694EF51DC8D  
Subject MP - Franklin PH - 2024 DPH Consolidated Contract - 435100-G24-DPHCC24-26 M4  
Source Envelope  
Document Pages 27  
Certificate Pages 5  
AutoNav Enabled  
Envelope Stamping Enabled  
Time Zone (UTC-06 00) Central Time (US & Canada)

Status Sent

Envelope Originator  
Yvette Smith  
1 West Wilson St  
Madison, WI 53703  
yvettea.smith@dhs.wisconsin.gov  
IP Address 165.189.255.23

**Record Tracking**

Status Original  
9/5/2024 9 12 29 AM  
Security Appliance Status Connected  
Storage Appliance Status Connected

Holder Yvette Smith  
yvettea.smith@dhs.wisconsin.gov  
Pool StateLocal  
Pool DHS

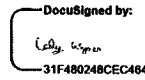
Location DocuSign

Location DocuSign

**Signer Events**

Cody Wagner  
CodyW.Wagner@dhs.wisconsin.gov  
Office of Legal Counsel  
Wisconsin Department of Health Services  
Security Level Email, Account Authentication (None)

**Signature**



Signature Adoption Uploaded Signature Image  
Using IP Address 107.208.176.202

**Timestamp**

Sent 9/5/2024 9 13.44 AM  
Viewed 9/5/2024 10 25 27 AM  
Signed 9/5/2024 10 31 22 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lauren Gottlieb  
LLube@franklin.wi.gov  
Director of Health and Human Services  
Security Level Email, Account Authentication (None)

Sent 9/5/2024 10 31 25 AM  
Viewed 9/18/2024 8 44 44 AM

**Electronic Record and Signature Disclosure:**  
Accepted 9/18/2024 8 44 44 AM  
ID 4ea1004e-83d6-4d31-a340-54be7fc44145

Anna Benton  
anna.benton@dhs.wisconsin.gov  
Security Level Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted 9/17/2024 3 15 42 PM  
ID 0adc4c6b-4696-46a8-a1d8-21a6523b5974

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Carbon Copy Events**

DPH Contracts  
DHSDPHContracts@dhs.wisconsin.gov  
DPH Contracts Shared Account  
Wisconsin Department of Health Services  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status**

**COPIED**

**Timestamp**

Sent: 9/5/2024 9:13:43 AM

GEARS Contracts  
DHSCARSContracts@dhs.wisconsin.gov  
Wisconsin Department of Health Services  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 9/5/2024 9:13:44 AM

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

9/5/2024 9:13:44 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Wisconsin Department of Health Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov)

#### **To advise Wisconsin Department of Health Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Wisconsin Department of Health Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [DHSCentral@dhs.wisconsin.gov](mailto:DHSCentral@dhs.wisconsin.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Wisconsin Department of Health Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [DHSCContractCentral@dhs.wisconsin.gov](mailto:DHSCContractCentral@dhs.wisconsin.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> October 15, 2024
<b>Reports &amp; Recommendations</b>	<b>A Resolution to Issue Change Order No. 3 to Dorner, Inc. for the Water Transmission Main (Contract A) Along S. Lovers Lane to Reduce Total Project Costs by \$64,231</b>	<b>ITEM NO.</b> Ald. Dist. 2 A. 7.

**BACKGROUND**

On December 19, 2023, Dorner, Inc. was awarded a contract to construct a watermain from Water Tower Park (8120 S. Lovers Lane Road) to 7910 S. Lovers Lane. On March 19, 2024, a Change Order No. 1 for \$63,075 was issued to lower the watermain beneath the wetlands per new Wisconsin Department of Natural Resource (WDNR) standards. This Change Order No. 1 work increased the length of the bore to protect adjacent trees that would not have been affected with a shallower project. On, May 7, 2024, a Change Order No. 2 for \$40,000 was issued through negotiation between City Staff and the contractor and subcontractor because the boring sub-contractor encountered a drastic change of soils that significantly increased the effort to perform the work necessary. The negotiated proce included a 10% discount from the sub-contractor on the extra time and labor that was expended.

**ANALYSIS**

Dorner, Inc. has submitted the final Pay Application No. 4 for the City of Franklin’s Water Transmission Main Project. After final review of the work and close out of the project, a change order is recommended to reduce the project cost from \$943,441 to \$879,210 as a result of allowances not required and a reduction in some project quantities.

**OPTIONS:**

Approve Change Order No. 3 decreasing the total project cost and contract price.

**FISCAL NOTE**

Funds are in the 2023 and 2024 Capital Improvement Fund 46 budgets and all borrowing has been completed. The Dorner Contract (65-0771-5856) is as follows:

<b>Cost</b>	<b>Item</b>
\$840,366.00	Initial Dorner Bid
\$63,075.00	Change Order No. 1 (3/19/24)
\$40,000.00	Change Order No. 2 (5/7/2024)
(64,231.00)	Change Order No. 3 (7/31/24)
<b>\$879,210.00</b>	<b>Current Cost</b>

**RECOMMENDATION**

Adopt Resolution 2024-\_\_\_\_\_ a resolution to issue Change Order No. 3 to Dorner, Inc. for the Water Transmission Main (Contract A) along S. Lovers Lane to Reduce Total Projects Costs by \$64,231.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - \_\_\_\_\_

A RESOLUTION TO ISSUE CHANGE ORDER NO. 3 TO DORNER, INC. FOR THE WATER TRANSMISSION MAIN (CONTRACT A) ALONG S. LOVERS LANE TO REDUCE TOTAL PROJECT COSTS BY \$64,231

-----

WHEREAS, Dorner, Inc. is constructing a watermain along S. Lovers Lane from Water Tower Park (8120 S. Lovers Lane Road) to 7910 S. Lovers Lane; and

WHEREAS, the project is a unit price contract and the contractor is paid for actual installed quantities; and

WHEREAS, there was a reduction in total project costs as a result of allowances not required and a reduction in some project quantities; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize Change Order No. 3 to Dorner, Inc. for a reduction in total project costs due to significant savings; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute Change Order No. 3 to Dorner, Inc. in the reduction amount of \$64,231 on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



August 26, 2024

Kelly Hersh-City Administrator  
City of Franklin  
9229 S. Loomis Road  
Franklin, WI 53132

Re: Contract A  
Water Transmission Main Project  
Dorner, Inc. Pay Application No. 4

Dear Kelly,

Dorner, Inc. has submitted the attached invoice for Pay Application No. 4 (final), for the City of Franklin Water Transmission Main Project. We have reviewed the work and invoice and recommend approval of the payment in the amount of \$28,496.03. This approval includes releasing the retainage, per the Contract Documents, of \$23,586.03. In order to close out the project, we have prepared the attached change order which reduces the project cost from \$943,441 to \$879,210 as a result of allowances not required and a reduction in some project quantities.

Work items included in this invoice are itemized on the attached application for payment.

Please call if you have any questions or comments regarding the above.

Sincerely,  
Applied Technologies, Inc.



William A. Hein, P.E., P.L.S.  
C A S Department Manager

#### Attachments

cc: Bob Doeringsfeld, ATI  
Todd Dorner-Dorner, Inc.  
Mike Roberts-City of Franklin Water Utility

# REQUEST AND CERTIFICATE FOR PAYMENT

**PROJECT:** City of Franklin  
Water Transmission

**ENGINEER:** Applied Technologies, Inc.  
13400 Bishops Lane, Suite 270, Brookfield, WI 53005

**OWNER:** City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

**ENGINEERS PROJECT NO:** \_\_\_\_\_  
**CONTRACTOR:** DORNER INC.  
P.O. Box 129 - Luxemburg, WI. 54217-0129  
**CONTRACT NO.:** A  
**REQUEST DATE:** July 29, 2024 **REQUEST NO.:** 4  
**PERIOD FROM:** May 22, 2024 **TO:** July 29, 2024

**ATTN:** \_\_\_\_\_

**CHANGE ORDER SUMMARY**

Change Orders approved previously	ADDITIONS	DEDUCTIONS
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Subsequent Change Orders</b>		
Approved (date)		
Number		
Time & Material Change Order	\$ 103,075.00	
<b>TOTALS</b>	<b>\$103,075.00</b>	<b>\$0.00</b>

**Net change by Change Orders** **\$103,075.00**

**State of** Wisconsin **County of** Kewaunee  
 The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due

**Contractor:** Dorner Inc

**By:** Todd M. Dorner

Pay Request	Check Number	Date	Amount
1	197659	5/2/2024	\$ 412,300.85
2	197659	5/2/2024	\$ 347,163.12
3	198245	6/13/2024	\$ 91,250.00
			<b>\$ 850,713.97</b>

Request is made for Payment, as shown below, in connection with the Contract CONTINUATION SHEET, is attached  
 The present status of the account for this Contract is as follows

**ORIGINAL CONTRACT SUM** **\$ 840,366.00**

Net change by Change Orders **\$ 103,075.00**

**CONTRACT SUM TO DATE** **\$ 943,441.00**

**TOTAL COMPLETED AND STORED TO DATE** **\$ 879,210.00**

**RETAINAGE:** 0.0% of CONTRACT SUM TO DATE  
**\$ 943,441.00**

**TOTAL EARNED LESS RETAINAGE** **\$ 879,210.00**

**LESS PREVIOUS CERTIFICATES FOR PAYMENT** **\$ 850,713.97**

**CURRENT PAYMENT DUE** **\$ 28,496.03**

**Date:** William A. Hejn 8-26-24

Pay Request	Check Number	Date	Amount

**DRAFT**

**APPROVED**









**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: August 26 2024

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Franklin

by Dorner Inc.

for Water Transmission Main, Contract A - Project 6434

same being situated in Milwaukee County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature

*Daniel Dorner*

Company Name

Dorner Inc.

Address

E506 Luxemburg Rd, PO Box 129

City/State/Zip

Luxemburg, WI 54217

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: July 31 2024

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Franklin

by Dorner Inc.

for Water Transmission Main, Contract A - Project 6434

same being situated in Milwaukee County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature Tammy Eggers

Company Name Mega Rentals, Inc.

Address PO Box 8026

City/State/Zip Madison, WI 53708

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

**WAIVER OF LIEN**

DATE: July 31 2024

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Franklin

by Dorner Inc.

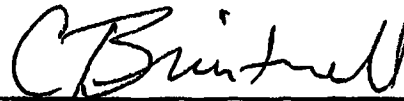
for Water Transmission Main, Contract A - Project 6434

same being situated in Milwaukee County, State of Wisconsin, described as

**Final Lien Waiver**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature



Company Name

T&T Tree Service, LLC

Address

3208 Maple Rd

City/State/Zip

Burlington, WI 53105

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: July 31 2024

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Franklin

by Dorner Inc.

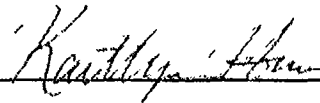
for Water Transmission Main, Contract A - Project 6434

same being situated in Milwaukee County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature



Company Name

Core and Main

Address

2100 Little Rapids Rd

City/State/Zip

Depere, WI 54115

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

## WAIVER OF LIEN

DATE: July 31 2024

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Franklin

by Dorner Inc.

for Water Transmission Main, Contract A - Project 6434

same being situated in Milwaukee County, State of Wisconsin, described as

### Final Lien Waiver

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature



Company Name

Payne & Dolan, Inc.

Address

PO Box 781

City/State/Zip

Waukesha, WI 53187

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

**WAIVER OF LIEN**

DATE: July 31 2024

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Franklin

by Dorner Inc.

for Water Transmission Main, Contract A - Project 6434

same being situated in Milwaukee County, State of Wisconsin, described as

**Final Lien Waiver**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature 

Company Name RJ Underground, Inc.

Address 5330 60th St

City/State/Zip Kenosha, WI 53144

**DORNER INC.**  
E506 Luxemburg Road, P.O. Box 129  
Luxemburg, WI 54217  
920-845-2442 (PH) 920-845-2458 (Fax)

**WAIVER OF LIEN**

DATE: July 31 2024

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for City of Franklin

by Dorner Inc.

for Water Transmission Main, Contract A - Project 6434

same being situated in Milwaukee County, State of Wisconsin, described as

**Final Lien Waiver**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, none.

Authorized Signature  \_\_\_\_\_

Company Name All-Ways Contractors, Inc.

Address PO Box 798

City/State/Zip Elm Grove, WI 53122



**CHANGE ORDER NO.: 3**

Owner:	City of Franklin	Owner's Project No.:	
Engineer:	Applied Technologies, Inc.	Engineer's Project No.:	ATI PN 6434
Contractor:	Dorner, Inc.	Contractor's Project No.:	
Project:	Water Transmission Main		
Contract Name:	Contract A		
Date Issued:	July 31, 2024	Effective Date of Change Order:	On execution by all

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

**Description:**

Reduction in project cost based on final invoice

**Attachments:**

Dorner Pay App #4

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 840,366.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] from previously approved Change Orders No. 1 to No. 2: \$ 103,075.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 943,441.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Decrease] this Change Order: \$ 64,231.00	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 879,210.00	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

By: William A. Hein

Title: Project Manager

Date: July 31, 2024

Authorized by Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by Contractor

*Bob M. Dorner*

*Vice President*

*7-31-24*

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FRANKLIN:

\_\_\_\_\_  
John R. Nelson, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
Danielle Brown, Director of Finance  
And Treasurer

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

Dated: \_\_\_\_\_

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/15/2024
REPORTS & RECOMMENDATIONS	Authorize the Transfer of Funds and Amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the General Fund to Re-Appropriate Funds from IT Data Processing Services to Other IT Non-Personnel Services	ITEM NUMBER  A.8.

**Background:**

For the 2024 IT operational outlay budget, \$50,000 was planned for the hiring of a new IT helpdesk analyst and \$127,000 was allocated for temporary consultant and project work. It was recognized that hiring an analyst would take some time, hence resources were allocated to bring in temporary assistance up to the time that an employee could be onboarded. For 2024, expenses attributed for fiber location and Digger’s Hotline services were posted to the IT Data Processing account (01-0144-5214).

**Recommendation:**

As part of employee onboarding and continual education, excess funds within the IT Data Processing account is needed for Microsoft 365 Cloud Administration and VMWare vSphere v8.0 training. These are new technologies being implemented within the City of Franklin, hence employee training prior to implementation is needed in order for these technology adoptions to be successful. New Horizons is the online instruction training partner, as they have a twenty-year history of providing exceptional in-person and online training options.

Funds transfers from the IT Account 01-0144-5214 is being requested for funding continual education and training courses, in addition to covering other IT accounts that may be close to being over in the 2024 budget. It is anticipated that there will be approximately \$35,000 in 2024 unused funds in this account for the year, which could be encumbered into the 2025 budget.

**Fiscal Impact:**

Funding Source: Data Processing Services budget, Account 01-0144-5214.

Transfer Funds to IT Accounts:

- 01-0144-5215 – GIS Support \$5,000
- 01-0144-5257 – Software Maintenance \$5,000
- 01-0144-5333 – Equipment Supplies \$2,500
- 01-0144-5410 – Data Communications \$2,000
- 01-0144-5425 – Conferences & School \$31,125

**Total Intra-Budget Transfer: \$45,625**

**COUNCIL ACTION REQUESTED**

Motion to authorize the transfer of funds and adopt Ordinance No. 2024-\_\_\_\_\_, an ordinance to amend Ordinance 2023-2569, an ordinance adopting the 2024 Annual Budget for the General Fund to re-appropriate funds from IT Data Processing Services to other IT Non-Personnel Services.

**ROLL CALL VOTE**

IT-JM  
Finance – DB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO RE-APPROPRIATE FUNDS FROM IT DATA PROCESSING SERVICES TO OTHER IT NON-PERSONNEL SERVICES

-----

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023; and

WHEREAS, the 2024 Annual Budget appropriated funding towards hiring an Information Technology (IT) helpdesk analyst; and

WHEREAS, the 2024 Annual Budget appropriated funding towards temporary project work through consulting services; and

WHEREAS, excess funds within the IT Data Processing account is needed for Microsoft 365 Cloud Administration and VMWare vSphere v8.0 training; and

WHEREAS, it has been recognized that there will be excess funds available from the IT Data Processing account to provide additional services to other IT Non-Personnel expenses needed to provide services within the IT Department; and

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2024 General Fund Budget be amended as follows:

General Fund

0144	Data Processing Services	Decrease	\$45,625
0144	GIS Support	Increase	\$5,000
0144	Software Maintenance	Increase	\$5,000
0144	Equipment Supplies	Increase	\$2,500
0144	Data Communications	Increase	\$2,000
0144	Conferences & Schools	Increase	\$31,125

Section 2 Pursuant to Wis. Stat. § 65.90(5)(ar), the City Clerk is hereby directed to post a notice of this budget amendment within fifteen days of adoption of this Resolution on the City's web site.

Section 3 The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, or otherwise be legally invalid or fail under the applicable rules of law to take effect and be in force, the remaining terms and provisions shall remain in full force and effect.

Section 4 All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

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<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b> October 15, 2024</p>
<p align="center"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>A Resolution to Rescind Resolution No. 2024-8120, A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Sanitary Sewer, Storm Water Management Access, and Water Main at 9410 S. 76th Street and 7520 W. Ryan Road (TKNs 884 9997 000 and 884 9998 000), and to Replace It with A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Sanitary Sewer, Storm Water Management Access, and Water Main at 9410 South 76th Street and 7520 West Ryan Road (Tax Key Nos. 8849001000, 8849002000 &amp; 8849003000)</p>	<p align="center"><b>ITEM NUMBER</b></p> <p align="center">D. 9,</p> <p align="center">Ald. District 1</p>

Attached is a copy of the above-entitled Resolution, and the above-mentioned agreement and easements to replace those previously approved. Resolution No. 2024-8120 was item G.20. on the March 19, 2024 Common Council meeting agenda. The purpose of this Common Council meeting item is to replace those easements and agreement with those as have been redrafted pursuant to negotiation with the developer representatives and City Engineering staff and the City Attorney. Staff determined that changes to the previously approved easements and agreement as requested by the developer were essentially not of substance, and did provide for changes to the Property Tax Key Nos. and utilities facilities descriptions and the like as are necessary in part and appropriate with regard to the previously approved easements and agreement, and do not change the receipt of what the City requires for the subject public service utilities facilities. Some of the Exhibits to the documents remain in the review process by the parties at the time of this writing.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution to Rescind Resolution No. 2024-8120, A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Sanitary Sewer, Storm Water Management Access, and Water Main at 9410 S. 76th Street and 7520 W. Ryan Road (TKNs 884 9997 000 and 884 9998 000), and to Replace It with A Resolution for Acceptance of a Storm Water Facilities Maintenance Agreement and Easements for Sanitary Sewer, Storm Water Management Access, and Water Main at 9410 South 76th Street and 7520 West Ryan Road (Tax Key Nos. 8849001000, 8849002000 & 8849003000).

Engineering Dept : KB, RA; Legal Services Dept.: jw

RESOLUTION NO. 2024 - \_\_\_\_\_

**A RESOLUTION TO RESCIND RESOLUTION NO. 2024-8120, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND EASEMENTS FOR SANITARY SEWER, STORM WATER MANAGEMENT ACCESS, AND WATER MAIN AT 9410 S. 76TH STREET AND 7520 W. RYAN ROAD (TKNS 884 9997 000 AND 884 9998 000), AND TO REPLACE IT WITH A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND EASEMENTS FOR SANITARY SEWER, STORM WATER MANAGEMENT ACCESS, AND WATER MAIN AT 9410 SOUTH 76TH STREET AND 7520 WEST RYAN ROAD (TAX KEY NOS. 8849001000, 8849002000 & 8849003000)**

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WHEREAS, the Common Council approved Resolution No. 2024-8120 at its meeting on March 19, 2024, and subsequent thereto, the developer of the properties being developed and to be served by the public service facilities has requested some changes to the terms and provisions of the easements and agreement previously approved, which requests were reviewed by City Engineering staff and the City Attorney, and found to be not of substance and after negotiations, finalized terms addressed the property changes since the previous approval and other terms and provisions applicable to these properties to be appropriate and do not change the receipt of what the City requires for the subject public service utilities facilities and they are recommending approval.

WHEREAS, the Common Council having reviewed the easements and agreement and having determined that same meet and serve the City standard requirements for land development and use and are in the public service interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Resolution No. 2024-8120 be and the same is hereby rescinded.

BE IT FURTHER RESOLVED, that the Storm Water Facilities Maintenance Agreement, the Sanitary Sewer Easement, the Storm Water Management Access Easement, and the Water Main Easement, in such form and content as annexed hereto, subject to changes approved by the City Engineering Department staff and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute and deliver such easements and agreement.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to record said easements and agreement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



Passed and adopted at a regular meeting of the Common Council of the City of Franklin  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
Resolution No. 2024-\_\_\_\_\_  
Page 2

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**STORM WATER FACILITIES  
MAINTENANCE AGREEMENT**

Carma Laboratories, Inc.  
9410 South 76<sup>th</sup> Street  
Tax Key: 8849001000

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Carma Laboratories, Inc., hereinafter called the “Owner”, and the City of Franklin, hereinafter called the “City”.

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Lot 1 of Certified Survey Map No. 9568, recorded in the office of the Milwaukee County Register of Deeds on April 9, 2024 as Document No. 11411310, being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin.

Hereinafter called the “Property”; Lot 1 of Certified Survey Map No. 9568, recorded in the office of the Milwaukee County Register of Deeds on April 9, 2024 as Document No. 11411310 is hereinafter called the “CSM”.

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan and CSM known as Carma Laboratories, Inc., hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site Storm Water Facilities within the confines of the Property as shown on the Plan attached hereto as Exhibit “B” and more particularly described on Exhibit “C”; and

WHEREAS, the City and the Owner, its successors and assigns (“successors and assigns” meaning to include any homeowners’ association and all owners of the Property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as specified in Section 15-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site Storm Water Facilities as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by the Owner in accordance with the plans and specifications which are identified as part of the storm water management plan dated October 2023 and erosion control plan dated December 6<sup>th</sup>, 2023 approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer. Fountains and/or aerators shall not be installed in any ponds without prior written approval from the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained

as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to open swales (ditches), storm sewers, manholes, inlets, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.302(9) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition reasonably acceptable to the City and does not perform the required corrective actions in a time as reasonably established by the City Engineer in written notice, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Storm Water Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs

work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the Property or any portion thereof. The Owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.
9. The Owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The Owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

CARMA LABORATORIES, INC., Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN)ss.  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named \_\_\_\_\_, the \_\_\_\_\_ of Carma Laboratories, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
( \_\_\_\_\_ )  
My commission expires: \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_ (Seal)  
Name: John R. Nelson  
Title: Mayor

COUNTERSIGNED:

By: \_\_\_\_\_ (Seal)  
Name: Shirley J. Roberts  
Title: City Clerk

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named John R. Nelson, Mayor, and Shirley J. Roberts, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. \_\_\_\_\_, adopted by its Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI  
( \_\_\_\_\_ )  
My commission expires: \_\_\_\_\_

This instrument was drafted by the City Engineering Department for the City of Franklin.  
Form approved: \_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT  
STORMWATER MANAGEMENT PONDS  
City of Franklin**

Name of Development \_\_\_\_\_

Responsible Party Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone  
No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_ Inspector Name  
\_\_\_\_\_ Address \_\_\_\_\_ Telephone

No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Basin Location General Address \_\_\_\_\_ Section No. \_\_\_\_\_ Normal

Pool Yes  No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type:     Reinforced     concrete			
Corrugated     metal     pipe			
PVC/HDPE         _____			
Masonry           _____			
1. Low flow orifice obstructed			
2 Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			

EXHIBIT "A"

**OPERATION AND MAINTENANCE INSPECTION REPORT  
STORMWATER MANAGEMENT PONDS  
City of Franklin**

Name of Development \_\_\_\_\_

Responsible Party Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

No \_\_\_\_\_ Fax No \_\_\_\_\_ E-mail \_\_\_\_\_ Inspector Name \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_

No \_\_\_\_\_ Fax No \_\_\_\_\_ E-mail \_\_\_\_\_

Basin Location General Address \_\_\_\_\_ Section No \_\_\_\_\_ Normal

Pool Yes  No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1 Embankment and Emergency spillway			
1 Vegetation and ground cover adequate			
2 Embankment erosion			
3 Animal burrows			
4 Unauthorized plantings			
5 Cracking, bulging, or sliding of dam			
1 Upstream face			
2 Downstream face			
3 At or beyond toe			
Upstream			
Downstream			
4 Emergency spillway			
6 Pond, toe & chimney drains functioning			
7 Seeps/leaks on downstream face			
8 Slope protection or riprap failures			
9 Emergency spillway clear of debris			
10 Other (specify)			
2 Riser and principal spillway			
Type Reinforced concrete			
Corrugated metal pipe			
PVC/HDPE _____			
Masonry _____			
1 Low flow orifice obstructed			
2 Primary outlet structure			
1 Debris removal necessary			
2 Corrosion control			
3 Trash rack maintenance			
1 Debris removal necessary			
2 Corrosion control			
3 Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "B"

**DEPICTION OF STORM WATER FACILITIES**

[See Next Page]



EXHIBIT "C"

**DESCRIPTION OF STORM WATER  
FACILITIES AREA**

[See Next Page]

## SANITARY SEWER EASEMENT

Carma Laboratories, Inc.  
9410 South 76<sup>th</sup> Street  
Tax Key: 8849003000 & 8849002000

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin (including successors and assigns of the City as may become applicable), hereinafter referred to as "City," and Carma Laboratories, Inc. as owner (including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

### WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent, non-exclusive easement to allow the City the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following sanitary sewer facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across the Easement Area (as defined below): underground sanitary sewer pipes and associated manholes, all as shown on the plan attached hereto as Exhibit "B", together with the right of entry in and across the Easement Area as may be reasonably necessary to carry out the City's rights under this Easement (collectively, the "Sanitary Easement").

NOW, THEREFORE, in consideration of the grant of the Sanitary Easement, the initial installation of the Facilities by the Grantor, maintenance of the Facilities by the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor and City, the receipt whereof is hereby acknowledged, the parties agree to the terms and conditions herein, and said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City the Sanitary Easement, a perpetual, non-exclusive easement, in, upon, and across, as applicable, that part of the West 1/2 of the Southwest 1/4 of Section 22, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "C" attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during access, building, construction, operation, maintenance, reconstruction, enlargement, relocation, inspection, or repair work in connection with the City's exercise of its rights hereunder, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability (including reasonable attorneys' fees) resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said access, building, construction, operation, maintenance, reconstruction, enlargement, relocation, inspection, or repair work; provided that if the above loss, claim, cost, damage, injury or

liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area resulting from such construction. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the Property or Lot 1 of Certified Survey Map Number 9568, recorded in the office of the Milwaukee County Register of Deeds on April 9, 2024 as Document No. 11411310, for the cost of building, construction, operation, maintenance, repair, enlargement, reconstruction, relocation and inspection of said Facilities in the Property. Subject to any other agreements by and between Grantor and the City, whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the Sanitary Easement is located.
6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. After initial construction of the Facilities, that the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

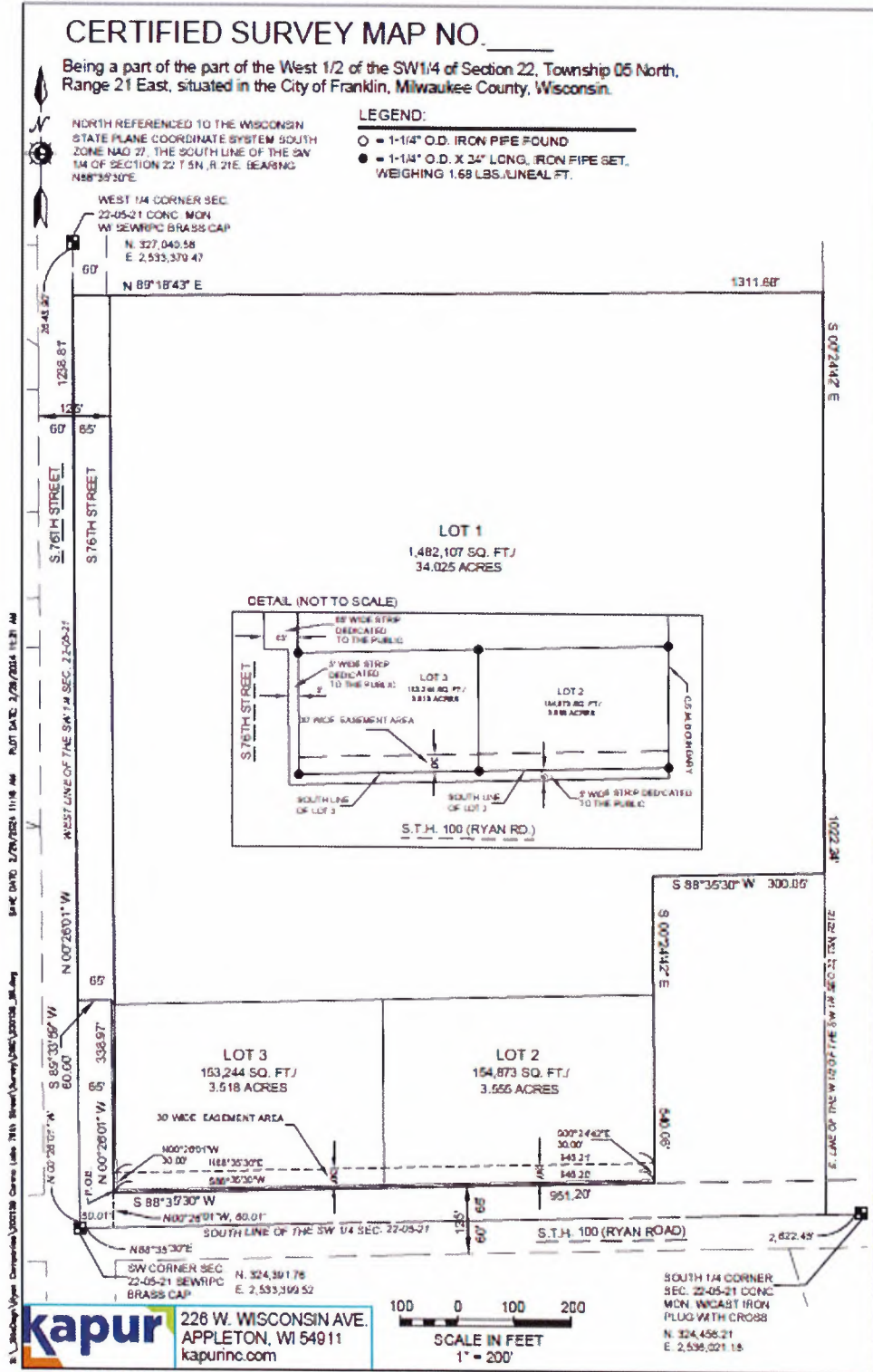
10. Either party hereto may enforce this Easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This Easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this Easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

Lot 2 and Lot 3 of Certified Survey Map No 9568, recorded in the office of the Milwaukee County Register of Deeds on April 9, 2024 as Document No 11411310, being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

# EXHIBIT B DEPICTION OF FACILITIES



## EXHIBIT C

### DESCRIPTION OF EASEMENT AREA

Being a part of Lot 2 and Lot 3, of Certified Survey Map No 9568, of Certified Survey Maps of the Milwaukee County Registry and described as follows

Beginning at the southwest corner of said Lot 3, thence North 00°26'01" West, along the west line of said Lot 3, 30 00 feet, thence North 88°35'30" East, parallel with the south line of said Lots 2 and 3, 946 21 feet to the east line of said Lot 2, thence South 00°24'42" East, along said east line, 30 00 feet to the southeast corner of said Lot 2, thence South 88°35'30" West, along said south line of Lots 2 and 3, 946 20 feet to the Point of Beginning

Containing 28,382 square feet / 0 652 acres of land, more or less



## **STORM WATER MANAGEMENT ACCESS EASEMENT**

Carma Laboratories, Inc.  
9410 South 76<sup>th</sup> Street  
Tax Key: 8849001000

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin (including successors and assigns of the City as may become applicable), hereinafter referred to as "City," collectively referred to as "Grantees," and Carma Laboratories, Inc., as owner (including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

### **WITNESSETH**

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent, non-exclusive easement to access the following storm water facilities and appurtenances thereto, hereinafter collectively called the "Facilities," across the Easement Area (as defined below): the storm water management basins as shown on the Plan attached hereto as Exhibit "B"(as such term is defined in that certain Storm Water Facilities Maintenance Agreement by and between the City and Grantor dated as of the date hereof ("Maintenance Agreement")), in connection with the City's exercise of its rights pursuant to the Maintenance Agreement (collectively, the "Access Easement"); and

NOW, THEREFORE, in consideration of the grant of the permanent Access Easement, the initial installation and maintenance of the Facilities by the Grantor, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor and Grantees, the receipt whereof is hereby acknowledged, the parties agree to the terms and conditions herein, and said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City the perpetual Access Easement across that part of the West ½ of the SW ¼ of Section Twenty-Two (22), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "C" attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the Grantor, at the sole cost and expense of the Grantor. The City, at its sole discretion, may assume the rights of the Grantor to maintain the Facilities.
  
2. That in and during the Grantees' exercise of its rights hereunder and/or under the Maintenance Agreement, so much of the surface or subsurface of the Property as may be disturbed will, at the expense of the Grantees, be replaced in substantially the same condition as it was prior to such disturbance. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability (including reasonable attorneys' fees) resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with Grantees' exercise of its rights hereunder and/or under the Maintenance Agreement, provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are

entitled to raise, excepting the defense of so-called “sovereign immunity ”

- 3 That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
- 4 In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage
5. The Grantor shall be responsible for the routine maintenance of land on which the Access Easement is located.
6. The Facilities shall be accessible for maintenance by the Grantor at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
- 7 After initial construction of the Facilities, that the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
- 9 The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party’s insurance, but only to the extent of the waiving party’s insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party’s insurance would be so invalidated.
10. Either party hereto may enforce this Easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys’ fees.
11. This Easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
- 12 No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this Easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

14. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City and the restoration of the Easement Area by the City as required herein, the Easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at its last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

IN WITNESS WHEREOF, the Grantor and City have each hereunto set its hand and seals this

ON THIS DATE OF: \_\_\_\_\_, 2024.

GRANTOR: CARMA LABORATORIES, INC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

ss

COUNTY OF \_\_\_\_\_

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name printed Title printed  
of Carma Laboratories, Inc, to me known to be the person(s) who executed the foregoing EASEMENT and  
acknowledged the same as the voluntary act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN)

ss

COUNTY OF MILWAUKEE)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2024 before me personally appeared  
John R. Nelson and Shirley J. Roberts who being by me duly sworn, did say that they are respectively the  
Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate  
seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such  
officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No.  
\_\_\_\_\_ adopted by its Common Council on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public, Milwaukee County, Wisconsin  
( )  
My commission expires \_\_\_\_\_

# EXHIBIT A

## DESCRIPTION OF PROPERTY

Lot 1 of Certified Survey Map No 9568, recorded in the office of the Milwaukee County Register of Deeds on April 9, 2024 as Document No 11411310, being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin



## EXHIBIT C

### DESCRIPTION OF EASEMENT AREA

Being a part of Lot 1, of Certified Survey Map No 9568 of Certified Survey Maps of the Milwaukee County Registry and described as follows

Commencing at the northwest corner of said Lot 1, thence South 00°26'01" East, along the west line of said Lot 1, and the east line of S 76th Street, 89 44 feet to the Point of Beginning, thence North 89°33'59" East, 142 21 feet, thence North 66°43'59" East, 141 73 feet, thence North 89°33'59" East, 176 02 feet, thence South 67°36'01" East, 102 67 feet, thence North 89°33'59" East, 391 49 feet to a point of curvature, thence Northeasterly along the arc of a curve to the right, 140 70 feet, said curve having a radius of 70 00 feet and a chord bearing North 81°49'38" East, 118 18 feet to a point of curvature, thence Southeasterly along the arc of a curve to the right, 263 90 feet, said curve having a radius of 510.00 feet and a chord bearing South 25°45'57" East, 260 97 feet to a point of curvature, thence Southwesterly along the arc of a curve to the right, 122.48 feet, said curve having a radius of 45.00 feet and a chord bearing South 67°01'43" West, 88.02 feet, thence North 35°00'04" West, 129 35 feet to a point of curvature, thence Northwesterly along the arc of a curve to the left, 20 41 feet, said curve having a radius of 25 00 feet and a chord bearing North 58°23'20" West, 19 85 feet to a point of reverse curvature, thence Northwesterly along the arc of a curve to the right, 91 75 feet, said curve having a radius of 70 00 feet and a chord bearing North 44°13'37" West, 85 32 feet, thence North 06°40'39" West, 38 45 feet to a point of curvature, thence Northeasterly along the arc of a curve to the right, 27 11 feet, said curve having a radius of 70 00 feet and a chord bearing North 04°24'55" East, 26 94 feet, thence South 89°33'59" West, 389 81 feet, thence North 67°36'01" West, 102 67 feet, thence South 89°33'59" West, 171 98 feet, thence South 66°43'59" West, 141.73 feet, thence South 89°33'59" West, 144 23 feet to said west line of Lot 1, and said east line of S 76th Street, thence North 00°26'01" West, along said west line of Lot 1, and said east line of S 76th Street, 10 00 feet to the Point of Beginning

AND

Commencing at the southwest corner of said Lot 1, thence North 00°26'01" West, along the west line of said Lot 1, and the east line of S 76th Street, 558.71 feet to the Point of Beginning, thence continuing North 00°26'01" West, along said west line of said Lot 1, and said east line of S 76th Street, 34 00 feet, thence North 89°33'59" East, 107 43 feet, thence South 00°26'01" East, 126 00 feet; thence North 89°33'59" East, 550 35 feet, thence South 00°26'01" East, 74 63 feet; thence North 88°24'52" East, 153 25 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right, 79 53 feet, said curve having a radius of 40 00 feet and a chord bearing South 34°37'40" East, 67 06 feet, thence South 22°19'47" West, 65 86 feet to a point of curvature, thence Southwesterly along the arc of a curve to the right, 69.39 feet, said curve having a radius of 60.00 feet and a chord bearing South 55°27'39" West, 65.59 feet, thence South 88°35'30" West, 163 53 feet to a point of curvature, thence Northwesterly along the arc of a curve to the right, 57 06 feet, said curve having a radius of 60.00 feet and a chord bearing North 64°09'59" West, 54 93 feet, thence North 36°55'29" West, 38 73 feet to a point of curvature, thence Northeasterly along the arc of a curve to the right, 131 26 feet, said curve having a radius of 60 00 feet and a chord bearing North 25°44'42" East, 106 61 feet; thence North 88°24'52" East, 61 66 feet, thence North 00°26'01" West, 49 95 feet, thence South 89°33'59" West, 557.35 feet, thence North 00°26'01" West, 117 00 feet, thence South 89°33'59" West, 84 43 feet to said west line of said Lot 1, and said east line of S 76th Street and the Point of Beginning

Containing 116,016 square feet / 2 663 acres of land, more or less

## WATER MAIN EASEMENT

Carma Laboratories, Inc.  
9410 South 76<sup>th</sup> Street  
Tax Key: 8849001000

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Carma Laboratories, Inc., owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

### WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent, non-exclusive easement to allow the City the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following water main facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across the Easement Area (as defined below): a water main and associated fire hydrants, as shown on the plan attached hereto as Exhibit "B", together with the right of entry in and across the Easement Area as may be reasonably necessary to carry out the City's rights under this Easement (collectively, the "Water Main Easement"); and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense (subject to any other agreements by and between Grantor and the City) and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions of other agreements by and between Grantor and the City.

NOW, THEREFORE, in consideration of the grant of the Water Main Easement, the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor and City, receipt whereof is hereby acknowledged, the parties agree to the terms and conditions herein, and said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City the Water Main Easement, a permanent easement, in that part of the West 1/2 of the Southwest 1/4 of Section Twenty-Two (22), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit "C" attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during access, building, construction, operation, maintenance, reconstruction, enlargement, relocation, inspection, or repair work in connection with the City's exercise of its rights hereunder, so much of the surface or subsurface of the Property as may be disturbed will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in connection with the City's exercise of its rights hereunder. However, the City shall indemnify and save harmless the Grantor from any loss, damage, claim, cost, injury or liability (including reasonably attorneys' fees) resulting from negligence or willful acts or omissions on the part of the City in connection with said access, building, construction, operation, maintenance, reconstruction, enlargement, relocation, inspection, or repair work; provided that if above loss, damage, claim, cost, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law which the



City or Grantor are entitled to raise excepting the defense of so-called “sovereign immunity.”

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the Property or Lots 2 or 3 of Certified Survey Map Number 9568, recorded in the office of the Milwaukee County Register of Deeds on April 9, 2024 as Document No. 11411310 for the cost of building, construction, operation, maintenance, repair, enlargement, reconstruction, relocation and inspection of said Facilities in the afore-described property. Subject to any other agreements by and between the Grantor and the City, whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the Water Main Easement is located.
6. All conditions pertaining to the “Maintenance of Water Service Piping” as set forth in Chapter 5.12 of the “Rules and Regulations Governing Water Service” and subsequent amendments thereto shall apply to all water services which are within the Easement Area.
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. After initial construction and installation of the Facilities, that the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors, invitees, vendors, tenants, subtenants, licensees and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors, invitees, vendors, tenants, subtenants, licensees and assigns. Notwithstanding anything else, in the connection with the City’s exercise of its rights under this Easement, the City shall be required to ensure, at its sole cost, that Grantor’s and its employees’, officers’, customers’, agents’, contractors’, invitees’, vendors’, tenants’, subtenants’, licensees’ and assigns’ use, access to and accessibility of the Property, the parking areas and driveways on the Property and all public rights-of-way from and to the Property (including, but not limited to, 76<sup>th</sup> Street) and all utilities serving the Property (whether existing as of the date hereof or in the future) will not be materially disturbed, disrupted or impacted.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party’s insurance, but only to the extent of the waiving party’s insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party’s insurance would be so invalidated.

11. Either party hereto may enforce this Easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This Easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this Easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the Property may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. Subject to any other agreements by and between Grantor and the City, that the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor and City have each hereunto set its hands and seals

ON THIS DATE OF: \_\_\_\_\_

GRANTOR: CARMA LABORATORIES, INC.

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name & Title Printed

STATE OF \_\_\_\_\_  
SS

COUNTY OF \_\_\_\_\_

Before me personally appeared on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above  
named \_\_\_\_\_, \_\_\_\_\_ of Carma Laboratories, Inc.,  
(Name printed) (Title)

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as  
the voluntary act and deed of said corporation

\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_  
John R. Nelson, Mayor

By: \_\_\_\_\_  
Shirley J. Roberts, City Clerk

STATE OF WISCONSIN  
SS  
COUNTY OF MILWAUKEE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me personally appeared John R. Nelson and  
Shirley J. Roberts who being by me duly sworn, did say that they are respectively the Mayor and City  
Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal  
corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed  
of said municipal corporation by its authority, and pursuant to Resolution File No. \_\_\_\_\_ adopted  
by its Common Council on \_\_\_\_\_, 2024.

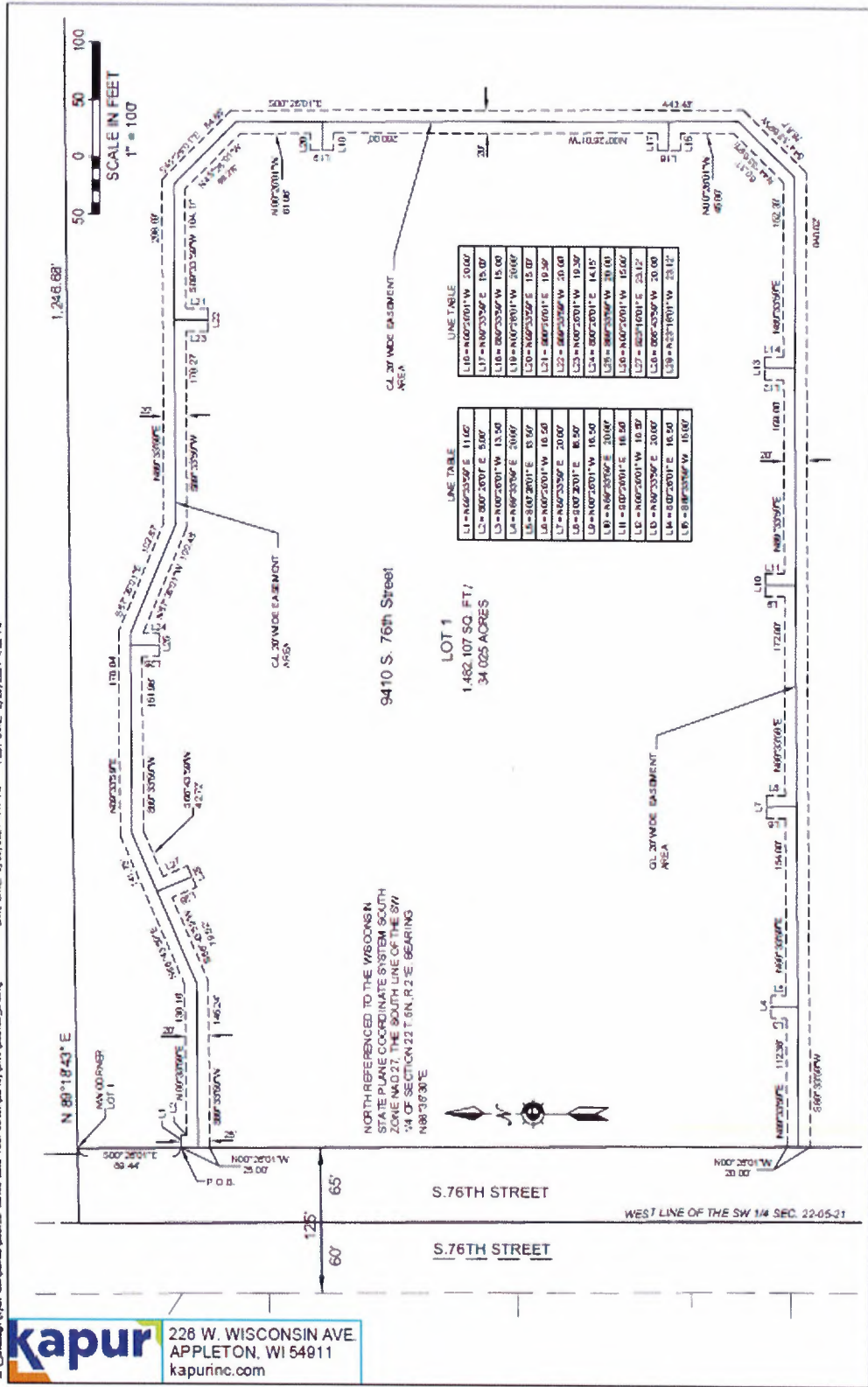
\_\_\_\_\_  
Notary Public  
( )  
My commission expires \_\_\_\_\_

# EXHIBIT A

## DESCRIPTION OF PROPERTY

Lot 1 of Certified Survey Map No 9568, recorded in the office of the Milwaukee County Register of Deeds on April 9, 2024 as Document No 11411310, being a part of the part of the West 1/2 of the SW1/4 of Section 22, Township 05 North, Range 21 East, situated in the City of Franklin, Milwaukee County, Wisconsin

# EXHIBIT B DEPICTION OF FACILITIES



**Kapur** 226 W. WISCONSIN AVE  
APPLETON, WI 54911  
kapurinc.com

THIS INSTRUMENT CRAFTED BY ERIC A. GUSTAFSON, KAPUR AND ASSOCIATES, INC.

## EXHIBIT C

### DESCRIPTION OF EASEMENT AREA

Being a part of Lot 1, of Certified Survey Map No 9568 of Certified Survey Maps of the Milwaukee County Registry and described as follows.

Commencing at the northwest corner of said Lot 1, thence South 00°26'01" East, along the west line of said Lot 1, and the east line of S 76th Street, 89 44 feet to the Point of Beginning, thence North 89°33'59" East, 11.05 feet, thence South 00°26'01" East, 5 00 feet, thence North 89°33'59" East, 130 16 feet, thence North 66°43'59" East, 141 73 feet, thence North 89°33'59" East, 178 04 feet, thence South 67°36'01" East, 102 67 feet, thence North 89°33'59" East, 298 69 feet, thence South 45°26'01" East, 84 85 feet; thence South 00°26'01" East, 443.48 feet, thence South 44°33'59" West, 76 87 feet, thence South 89°33'59" West, 848 82 feet to said west line of Lot 1, and said east line of S 76th Street, thence North 00°26'01" West, along said west line of Lot 1, and along said east line of S 76th Street, 20 00 feet; thence North 89°33'59" East, 112 38 feet, thence North 00°26'01" West, 13.50 feet, thence North 89°33'59" East, 20 00 feet, thence South 00°26'01" East, 13.50 feet, thence North 89°33'59" East, 154 00 feet, thence North 00°26'01" West, 16 50 feet, thence North 89°33'59" East, 20.00 feet, thence South 00°26'01" East, 16.50 feet, thence North 89°33'59" East, 172.80 feet, thence North 00°26'01" West, 16 50 feet, thence North 89°33'59" East, 20 00 feet; thence South 00°26'01" East, 16.50 feet, thence North 89°33'59" East, 169 00 feet, thence North 00°26'01" West, 16.50 feet, thence North 89°33'59" East, 20 00 feet, thence South 00°26'01" East, 16 50 feet, thence North 89°33'59" East, 152.36 feet, thence North 44°33'59" East, 60 31 feet, North 00°26'01" West, 45 86 feet, thence South 89°33'59" West, 15.00 feet, thence North 00°26'01" West, 20 00 feet, thence North 89°33'59" East, 15 00 feet, North 00°26'01" West, 280 00 feet, thence South 89°33'59" West, 15 00 feet, thence North 00°26'01" West, 20 00 feet, thence North 89°33'59" East, 15 00 feet, North 00°26'01" West, 61 06 feet, thence North 45°26'01" West, 68 28 feet, thence South 89°33'59" West, 104.17 feet, thence South 00°26'01" East, 19 39 feet, thence South 89°33'59" West, 20 00 feet, thence North 00°26'01" West, 19.39 feet, thence South 89°33'59" West, 170 27 feet, thence North 67°36'01" West, 100 48 feet, thence South 00°26'01" East, 14 15 feet, thence South 89°33'59" West, 20 00 feet, thence North 00°26'01" West, 15 00 feet, thence South 89°33'59" West, 151 98 feet, thence South 66°43'59" West, 42.72 feet, thence South 23°16'01" East, 23 12 feet, thence South 66°43'59" West, 20.00 feet, thence North 23°16'01" West, 23 12 feet, thence South 66°43'59" West, 79 02 feet, thence South 89°33'59" West, 145 24 feet to said west line of Lot 1, and said east line of S 76th Street, thence North 00°26'01" West, along said west line of Lot 3, and along said east line of S 76th Street, 25 00 feet to the Point of Beginning

Containing 48,729 square feet / 1 119 acres of land, more or less

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b>  10/15/2024</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Approval of 2025 Employee Benefit-Related Coverages</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b>  M.10.</p>

**BACKGROUND**

The City of Franklin's employee benefit insurance programs, including health, dental, vision, life, and long-term disability insurance, are due for renewal effective January 1, 2025. The recommendations presented here reflect a comprehensive review of existing plans, claims trends, updated rates, and regulatory requirements. Changes aim to manage rising healthcare costs while maintaining competitive benefits for employees.

**The following updates address compliance, benefit structure changes, and adjustments in employee contributions:**

1. Adjustments to health plan deductibles to align with IRS compliance requirements.
2. Changes to the City's HRA contribution structure.
3. Modifications in the Nice Healthcare plan's eligibility and copayment structure.

*The Personnel Committee will review these recommendations on October 14, 2024, before the Common Council will finalize them on October 15, 2024.*

**RECOMMENDATION DETAILS**

**1. Health Insurance Renewal:**

- o **Stop-loss coverage:** Transition to a \$100,000 specific deductible with Symetra, resulting in a 6.74% premium increase over the current plan.
- o **Deductible Compliance Update:** In compliance with IRS rules, the family plan's individual deductible will increase from \$3,200 to \$3,300 for 2025. The single plan's deductible will remain unchanged.
- o **HRA Access Point Adjustments:** Employees need to spend before accessing the HRA will increase by \$50 for single coverage (from \$1,600 to \$1,650) and by \$100 for family coverage (from \$3,200 to \$3,300). The City's contribution amounts will remain at \$1,250 for single and \$2,500 for family coverage
- o **Third-Party Administrator (TPA):** Continue with UMR, which has managed the City's PPO, HDHP, HRA, and COBRA services.
- o **Pharmacy Benefits:** Continue with ServeYou Rx, as previously committed, based on their new pricing structure, which avoids employee disruption.
- o **Projected Total Increase:** The overall health plan is anticipated to see a 2.91% rise in total costs for 2025.

**2 Nice Healthcare Plan Changes:**

- o **Eligibility Update:** In 2025, Nice Healthcare will only be available to employees and dependents who enroll in the City's health insurance plan. Previously, it covered all employees and dependents regardless of insurance enrollment.

- **Copayment Introduction:** Due to a change in federal regulations mandating a copay for non-preventative visits, a \$5 copay will be required. Preventative care will continue at no cost.

3. **Dental Insurance:**

- An estimated 6.89% increase is projected for 2025, with annual costs rising from \$151,704 to \$162,151 due to trends and inflation.
- Continued use of Delta Dental, with an optional HMO plan offering lower-cost orthodontic coverage.

4. **Life and Disability Insurance:**

- Renew with Prudential, with a 5% rate increase for Basic Group Life (BGL) coverage while keeping LTD rates stable. Both rates are guaranteed through January 1, 2027.

5. **Premium Changes and Employee Contributions:**

- Both the City and the Employee contributions will have a small increase to account for the projected 2.91% increase in plan costs.

**FISCAL IMPACT**

- **Health Insurance Costs:** The 6.74% premium increase for the \$100,000 stop-loss deductible reflects a balanced approach to managing premium growth.
- **Dental Insurance Costs:** The 6.89% increase will result in approximately \$10,447 additional expenses
- **Employee Premium Contributions:** The updated contribution rates are designed to ensure financial sustainability while still offering competitive benefits.

The Self-Insurance Fund has a sufficient balance to cover any unplanned expenses.

**COUNCIL ACTION REQUESTED**

Motion to approve the 2025 employee benefit insurance renewals as outlined, including health, dental, life, long-term disability, and Nice Healthcare plan adjustments. Authorize the Director of Administration to finalize contracts and implement necessary updates to the Employee Handbook.

DOA – KH; HR – DZ; Finance - DB





Group: City of Franklin

Effective Date: 01/01/2025

Carrier	Carrier Rating	Current		Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	Option 8
		Symetra	A	Symetra	UHC	Berkshire Hathaway	QBE	Berkley	HM Insurance	HCC	Evolution Risk	Swiss Re
TPA												
PPO Network												
UR Vendor												
PBM												
Stop Loss Commission %:		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Specific Contract		Paid	24/12	24/12	24/12	24/12	24/12	24/12	24/12	24/12	24/12	24/12
Specific Deductible		\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Aggregating Specific Deductible		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
NNL RC Included		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
RC %		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Policy Year Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Experience Refund		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lives												
Single Premium	66	\$143.93	\$164.01	\$164.01	\$163.45	\$145.05	\$189.06	\$187.55	\$235.19	\$155.88	\$137.46	\$175.83
Family Premium	126	\$353.51	\$409.97	\$409.97	\$449.49	\$408.68	\$545.15	\$535.01	\$610.39	\$415.54	\$356.93	\$463.37
Composite	192	\$281.47	\$325.42	\$325.42	\$318.06	\$422.74	\$415.57	\$415.57	\$481.42	\$326.28	\$281.49	\$351.40
Monthly Specific Premium		\$54,041.64	\$62,480.88	\$62,480.88	\$67,423.44	\$61,066.98	\$81,166.86	\$79,789.56	\$92,431.68	\$62,646.12	\$54,045.54	\$67,469.40
Annual Specific Premium		\$648,499.68	\$749,770.56	\$749,770.56	\$809,081.28	\$732,803.76	\$974,002.32	\$957,474.72	\$1,109,180.16	\$751,753.44	\$648,499.68	\$809,632.80
% Difference			15.62%	15.62%	24.76%	13.00%	50.19%	47.64%	71.04%	15.92%	0.1%	24.85%
Firm Through			Firm thro 10.11.24	Firm thro 10.11.24	Firm thro 10.9.24	Illustrative	Illustrative	Illustrative	Illustrative	Illustrative	Illustrative	Illustrative
Lasers			\$0	\$0	\$0	\$0	\$0	\$0	\$230,000	\$0	\$0	\$0
C15751086-00												
Aggregate Stop Loss												
Aggregate Contract												
Benefits Included												
Aggregate Corridor												
Aggregate TLO												
Agg Accommodation												
Aggregate Policy Year Maximum												
Total Lives	192											
Composite Agg												
Monthly Aggregate Premium		\$9.67	\$10.14	\$10.14	\$10.68	\$10.69	\$9.99	\$9.45	\$9.97	\$14.43	\$8.04	\$11.18
Annual Aggregate Premium		\$1,856.64	\$1,946.88	\$1,946.88	\$2,050.56	\$2,052.48	\$1,918.08	\$1,814.40	\$1,914.24	\$2,770.56	\$1,543.68	\$2,146.56
Aggregate Attachment												
Single Attachment	66	\$855.95	\$898.09	\$898.09	\$851.02	\$827.70	\$805.29	\$676.87	\$907.13	\$991.04	\$783.27	\$890.04
Family Attachment	126	\$2,087.95	\$2,203.69	\$2,203.69	\$2,340.30	\$2,341.82	\$2,171.92	\$1,938.06	\$2,177.11	\$2,269.98	\$2,255.74	\$2,226.95
Composite	192	\$1,664.45	\$1,754.89	\$1,754.89	\$1,828.36	\$1,821.34	\$1,767.77	\$1,504.53	\$1,740.55	\$1,826.41	\$1,749.58	\$1,767.39
Monthly Claims Liability		\$19,574.40	\$336,938.88	\$336,938.88	\$359,045.12	\$349,697.52	\$399,411.06	\$288,868.98	\$334,186.44	\$350,670.12	\$335,919.06	\$339,338.34
Annual Claims Liability		\$3,834,892.80	\$4,043,266.56	\$4,043,266.56	\$4,212,541.44	\$4,196,370.24	\$4,072,932.72	\$3,466,427.76	\$4,010,237.28	\$4,208,041.44	\$4,031,028.72	\$4,072,060.08
Aggregate Run-In Limit		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$733,100.00	\$520,000.00	\$643,638.00	\$631,206.00	\$0.00	\$0.00
Total Reinsurance Expense												
Annual Fixed Premium		\$670,779.36	\$775,133.12	\$775,133.12	\$833,688.00	\$757,433.52	\$997,019.28	\$979,247.52	\$1,132,151.04	\$785,000.16	\$667,070.64	\$835,391.52
% Difference			15.26%	15.26%	24.29%	12.92%	48.64%	45.99%	17.03%	-0.55%	-0.55%	24.54%
Maximum Cost Liability w/o Laser(s)		\$4,580,672.16	\$4,891,999.68	\$4,891,999.68	\$5,121,228.44	\$5,028,803.76	\$5,144,952.00	\$4,520,675.28	\$5,217,388.32	\$5,068,041.60	\$4,773,099.36	\$4,982,451.60
% Difference			6.78%	6.78%	11.80%	9.78%	12.32%	-1.31%	13.90%	10.64%	-4.20%	8.77%

\* Additional Laser Liability = Total laser liability - Specific deductible x total number of lasered claimants  
Proprietary & Confidential





Group: City of Franklin  
Effective Date: 01/01/2025

Specific Stop Loss		Current	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7	Option 8
Carrier	Carrier Rating	Symetra	Symetra	UHC	Berkshire Hathaway	QBE	Berkley	HM Insurance	HCC	Evolution Risk	Swiss Re
		A	A	A+	A++	A+	A	A	A++	A	A+
TPA		UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR
PPO Network		UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+	UHC Choice+
UR Vendor		UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR	UMR
PBM		ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx	ServeYou Rx
Stop Loss Commission %:		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Specific Contract		Paid	Paid	24/12	24/12	24/12	24/12	24/12	24/12	24/12	24/12
Specific Deductible		\$90,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Aggregating Specific Deductible		\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
NNL RC Included		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
RC %		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Policy Year Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Experience Refund		Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes
Lives											
Single Premium		\$149.99	\$149.11	\$143.21	\$142.22	\$179.92	\$178.27	\$226.08	\$148.18	\$130.71	\$158.00
Family Premium		\$953.51	\$979.72	\$939.84	\$938.35	\$482.63	\$482.81	\$974.01	\$998.18	\$919.58	\$888.66
Composite		\$281.47	\$300.45	\$307.69	\$297.18	\$386.45	\$378.12	\$454.24	\$312.24	\$254.66	\$309.37
Monthly Specific Premium		\$54,041.64	\$57,685.98	\$59,075.70	\$57,056.62	\$74,198.10	\$72,599.88	\$87,246.54	\$59,950.56	\$48,899.94	\$59,999.16
Annual Specific Premium		\$648,499.68	\$692,231.76	\$708,908.40	\$684,703.44	\$890,377.20	\$871,198.56	\$1,046,958.48	\$719,406.72	\$586,727.28	\$712,785.92
% Difference		6.74%	6.74%	9.32%	5.88%	37.30%	34.34%	61.44%	10.93%	-9.53%	9.91%
Firm Through		Firm thro 10.11.24	Firm thro 10.11.24	Firm thro 10.4.28	Illustrative	Illustrative	Illustrative	Illustrative	Illustrative	Illustrative	Illustrative
Lasers											
C15751086-00		\$0	\$0	\$0	\$0	\$0	\$0	\$230,000	\$0	\$0	\$0
Aggregate Stop Loss											
Aggregate Contract		Paid	Paid	24/12	24/12	24/12	24/12	24/12	24/12	24/12	24/12
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Aggregate Corridor		125%	125%	125%	125%	125%	125%	125%	125%	125%	125%
Aggregate TLO		No	No	No	No	No	No	No	No	No	No
Agg Accommodation		No	No	No	No	No	No	No	No	No	No
Aggregate Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Total Lives		192	192	192	192	192	192	192	192	192	192
Composite Agg		\$9.67	\$10.29	\$11.18	\$11.85	\$10.99	\$10.39	\$10.32	\$14.54	\$14.69	\$11.38
Monthly Aggregate Premium		\$1,856.64	\$1,975.68	\$2,146.56	\$2,275.20	\$2,110.08	\$1,994.88	\$1,981.44	\$2,791.68	\$2,820.48	\$2,184.96
Annual Aggregate Premium		\$22,279.68	\$23,708.16	\$25,758.72	\$27,302.40	\$25,320.96	\$23,998.56	\$23,777.28	\$33,500.16	\$33,845.76	\$26,219.52
Aggregate Attachment											
Single Attachment		\$855.95	\$910.87	\$891.44	\$848.89	\$819.89	\$688.74	\$919.83	\$1,004.87	\$795.07	\$910.51
Family Attachment		\$2,087.95	\$2,235.04	\$2,401.77	\$2,401.77	\$2,313.11	\$1,972.00	\$2,207.59	\$2,297.20	\$2,288.71	\$2,278.18
Composite		\$1,664.45	\$1,779.86	\$1,915.21	\$1,867.97	\$1,799.82	\$1,530.88	\$1,764.92	\$1,852.96	\$1,775.93	\$1,808.04
Monthly Claims Liability		\$319,574.40	\$341,732.46	\$367,720.26	\$359,649.76	\$345,564.60	\$293,928.84	\$338,865.12	\$355,768.62	\$340,978.08	\$347,144.34
Annual Claims Liability		\$3,834,892.80	\$4,100,789.52	\$4,412,643.12	\$4,309,797.12	\$4,146,775.20	\$3,527,146.08	\$4,066,381.44	\$4,269,223.44	\$4,091,736.96	\$4,165,732.08
Aggregate Run-In Limit		\$0.00	\$0.00	\$0.00	\$0.00	\$746,400.00	\$529,100.00	\$650,621.00	\$640,383.00	\$0.00	\$0.00
Total Reinsurance Expense											
Annual Fixed Premium		\$670,779.36	\$715,939.92	\$734,667.12	\$712,005.84	\$915,698.16	\$895,137.12	\$1,070,795.76	\$752,906.88	\$620,573.04	\$739,009.44
% Difference		6.73%	6.73%	9.52%	6.15%	36.51%	33.45%	59.63%	12.24%	-7.48%	10.17%
Maximum Cost Liability w/o Laser(s)		\$4,580,672.16	\$4,891,729.44	\$5,222,310.24	\$5,090,802.96	\$5,137,473.36	\$4,497,283.20	\$5,212,117.20	\$5,097,130.32	\$4,787,310.00	\$4,979,741.52
% Difference		6.79%	6.79%	14.01%	11.44%	12.16%	-1.82%	13.78%	11.27%	4.51%	8.71%

\* Additional Laser Liability = Total Laser Liability - Specific deductible x total number of lasered claimants  
Proprietary & Confidential

# City of Franklin - Funding Spreadsheet Effective 01/01/2025

	Current 2024 Plan - \$1,500 Deductible Plan			Current 2024 HSA Plan - \$3,000 Deductible Plan		
	Employee Count	Funding	Employee	Employee <sup>o</sup>	Funding	Employee <sup>o</sup>
Single	18	\$1,035.60	\$849.50	\$111.38	\$947.63	\$836.23
Family	39	\$2,375.74	\$1,876.75	\$270.14	\$2,122.20	\$1,852.06
Total Single Cost		\$18,640.80	\$15,291.00	\$5,903.14	\$50,224.39	\$44,321.25
Total Family Cost		\$90,702.69	\$73,193.25	\$23,232.04	\$182,509.20	\$159,277.16
Monthly Total		\$109,343.49	\$88,484.25	\$29,135.18	\$232,733.59	\$203,598.41
Annual Medical Plan Total	57	\$1,312,121.88	\$1,061,811.00	\$349,622.16	\$2,792,803.08	\$2,443,180.92
Total ER Contribution		\$1,061,811.00			\$3,504,991.92	
Total Employee Contribution		\$250,310.88			\$599,933.04	
Total HSA Cost		\$0.00			\$168,750.00	
Total Plan Costs		\$1,312,121.88			\$4,273,674.96	
Total ER Cost		\$1,061,811.00			\$3,673,741.92	
Contribution Percentages		19.08%	80.92%	12.52%	87.48%	
						\$4,104,924.96

	Renewal 2025 Plan - \$1,500 Deductible Plan			Renewal 2025 HSA Plan - \$3,250 Deductible Plan		
	Employee Count	Funding	Employee	Employee <sup>o</sup>	Funding	Employee <sup>o</sup>
Single	18	\$1,056.31	\$866.49	\$113.61	\$966.58	\$852.98
Family	39	\$2,372.22	\$1,914.29	\$275.54	\$2,164.64	\$1,889.10
Total Single Cost		\$19,013.62	\$15,596.82	\$6,021.20	\$51,228.88	\$45,207.68
Total Family Cost		\$92,516.74	\$74,657.12	\$23,696.68	\$186,159.38	\$162,462.70
Monthly Total		\$111,530.36	\$90,253.94	\$29,717.88	\$237,388.26	\$207,670.38
Annual Medical Plan Total	57	\$1,338,364.32	\$1,083,047.22	\$356,614.60	\$2,848,659.14	\$2,492,044.54
Total ER Contribution		\$44.66	\$1.72	\$1.03	\$26.73	\$1.03
Total Employee Contribution		\$0.00			-\$2,503.08	2.00%
Total HSA Cost		\$0.00			-\$2,339.52	2.00%
Total Plan Costs		\$107.75	\$4.14		\$64.83	0.00%
Total ER Cost		\$1,075.00			\$2.49	1.92%
Contribution Percentages		19.08%	80.92%	12.52%	87.48%	
						\$3,573,091.76
						\$611,931.70
						\$4,187,023.46
						\$168,750.00
						\$4,355,773.46
						\$3,743,841.76
						\$70,099.84
						\$82,098.50

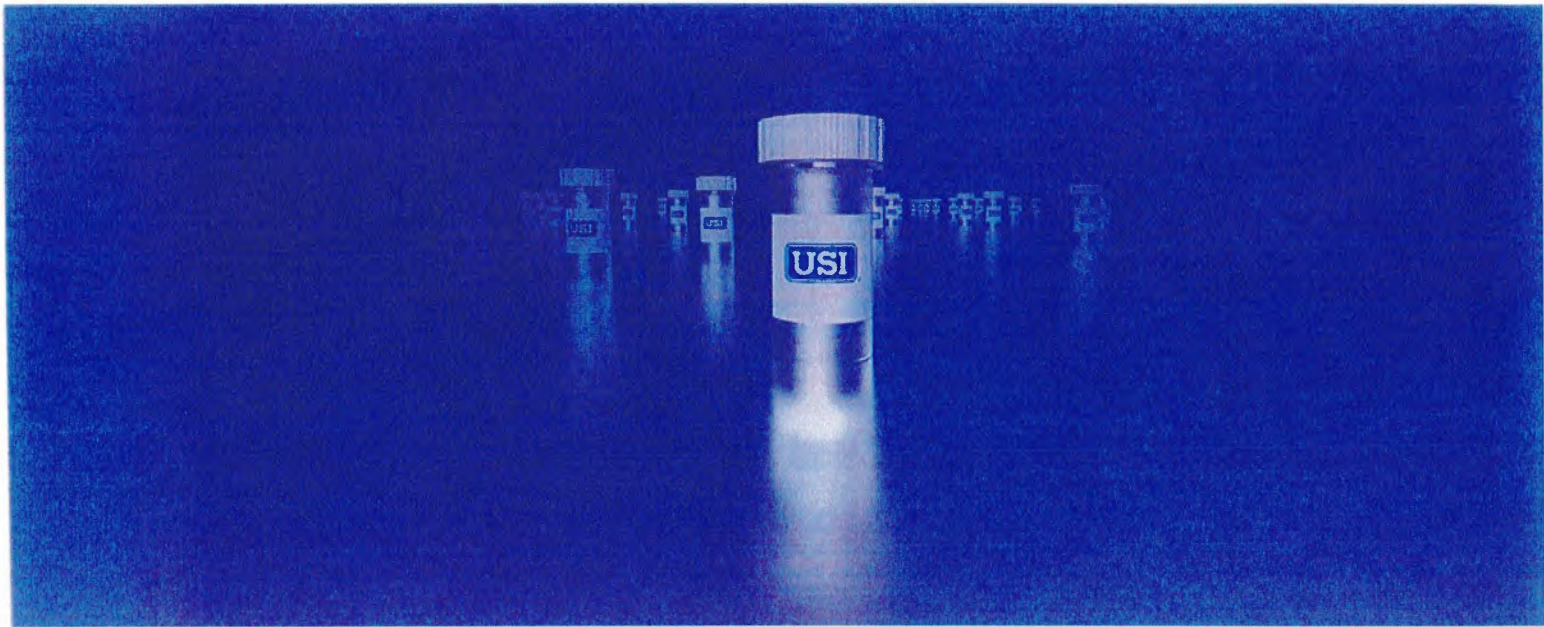
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# Pharmacy Benefit Report

for

City of Franklin (WI)



Presented by: **Greta Gareth**

Date: **09/09/2024**

**City of Franklin (WI)**

Start Date: **10/01/2024**  
Retail Network: **Broad**  
Formulary: **Closed**  
Incumbent: **Serve You Rx**  
Data Date Range: **07/02/2023-06/30/2024**

Employees: **267**  
Mail Order Utilization: **Low**  
Plan Design: **3-Tier**  
Current Funding: **Self-Funded**  
Medical Credit: **N/A**

Covered Lives: **535**  
Specialty Program: **Exclusive**  
Average Annual Costs: **\$675,457**  
Carve-out Penalty: **N/A**  
Current Rebates: **\$209,655**

**National CooperativeRx**  
ACF - TBV  
Average Annual Cost: **\$422,993**

**37.38%**  
Average Savings



**Select - BAFO - PBV**  
Average Annual Cost: **\$474,449**

**29.76%**  
Average Savings



**Select - 1 Year - PBV**  
Average Annual Cost: **\$476,609**

**29.44%**  
Average Savings



**Select - Renewal Offer - PBV**  
Average Annual Cost: **\$492,548**

**27.08%**  
Average Savings



**Clinical Focus - PBV**  
Average Annual Cost: **\$540,184**

**20.03%**  
Average Savings



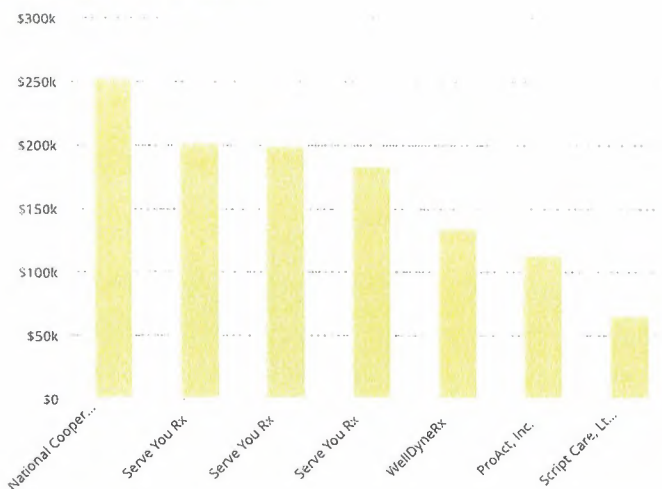
**Advantage - PBV**  
Average Annual Cost: **\$561,488**

**16.87%**  
Average Savings

**Script Care, Ltd.**  
PremierPlus - PBV  
Average Annual Cost: **\$609,833**

**9.72%**  
Average Savings

**Average Annual Savings**



Savings do not include fees for ancillary services elected by the plan sponsor. These costs are usually offset by resulting cost avoidance; or they cover the cost of administering minimally used services. Fee amounts are typically in the range of \$0.50 - \$3.00 PMPM.

Plan Sponsor and/or its designee, are responsible for ensuring integration of the benefit plan's medical carrier and the awarded pharmacy vendor from the pharmacy benefits offers herein. Truveris shall have no liability or responsibility regarding integration with a medical carrier.

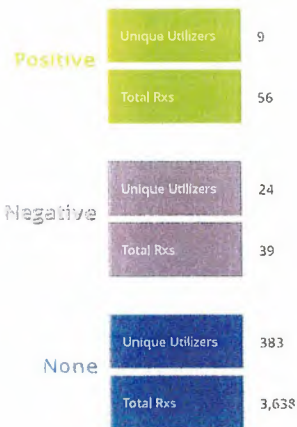
Pricing Comparison							\$
	National CooperativeRx	Serve You Rx	Serve You Rx	Serve You Rx	WellDyneRx	ProAct, Inc.	Script Care, Ltd.
Retail Brand 30 Discount	20.25%	19.50%	19.50%	19.35%	18.80%	18.55%	19.25%
Retail Generic 30 Discount	87.10%	86.50%	86.50%	85.10%	84.15%	83.90%	84.50%
Retail Brand 30 Dispensing Fee	\$0.25	\$0.50	\$0.50	\$0.50	\$0.70	\$0.90	\$1.15
Retail Generic 30 Dispensing Fee	\$0.25	\$0.50	\$0.50	\$0.50	\$0.70	\$0.90	\$1.15
Retail Brand 90 Discount	20.50%	23.00%	23.00%	23.10%	20.80%	21.30%	22.20%
Retail Generic 90 Discount	87.10%	89.00%	89.00%	90.10%	85.15%	85.85%	85.50%
Retail Brand 90 Dispensing Fee	-	-	-	-	-	-	-
Retail Generic 90 Dispensing Fee	-	-	-	-	-	-	-
Mail Brand Discount	20.50%	24.50%	24.50%	24.50%	23.50%	25.30%	24.00%
Mail Generic Discount	92.10%	89.00%	89.00%	90.10%	85.65%	84.60%	87.50%
Mail Brand Dispensing Fee	-	-	-	-	-	-	-
Mail Generic Dispensing Fee	-	-	-	-	-	-	-
Retail 30 Rebate	\$41.72 Per Claim	\$285.00 Per Brand Claim	\$285.00 Per Brand Claim	\$310.00 Per Brand Claim	\$312.00 Per Brand Claim	\$270.09 Per Brand Claim	\$174.08 Per Brand Claim
Retail 90 Rebate	\$83.44 Per Claim	\$750.00 Per Brand Claim	\$750.00 Per Brand Claim	\$780.00 Per Brand Claim	\$936.33 Per Brand Claim	\$665.65 Per Brand Claim	\$611.03 Per Brand Claim
Mail Rebate	\$112.36 Per Claim	\$750.00 Per Brand Claim	\$750.00 Per Brand Claim	\$780.00 Per Brand Claim	\$936.33 Per Brand Claim	\$855.66 Per Brand Claim	\$611.03 Per Brand Claim
Specialty Rebate	\$3,169.11 Per Claim	\$4,000.00 Per Brand Claim	\$4,000.00 Per Brand Claim	\$3,600.00 Per Brand Claim	\$2,613.33 Per Brand Claim	\$2,981.43 Per Brand Claim	\$2,383.15 Per Brand Claim
Admin Fee	\$0.25 PMPM	\$6.50 PMPM	\$4.50 PMPM	\$6.75 PMPM	\$6.85 Per Claim	\$7.25 Per Claim	\$4.60 Per Claim
Truveris Commission	\$15,000.00 Flat Amount	Included	\$15,000.00 Flat Amount	Included	Included	Included	\$15,000.00 Flat Amount
Broker Commission	-	-	-	-	-	-	-
<b>Allowances</b>	<b>\$0.19</b> PMPM	-	<b>\$1.67</b> PMPM	-	<b>\$0.33</b> PMPM	<b>\$2,833.33</b> Flat Amount	<b>\$1,100.00</b> Flat Amount
Average Annual Savings \$	\$252,464	\$201,008	\$198,848	\$182,909	\$135,273	\$113,969	\$65,624
Average Annual Savings %	37.38%	29.76%	29.44%	27.08%	20.03%	16.87%	9.72%

Note: Variations may exist among each benefit provider's contractual terms (e.g. brand, generic). The financial impact of such variations is reflected in the Average Annual Savings. Rates for pass-through offers may reflect their Network-Performance Certified rates as predicted by Truveris.

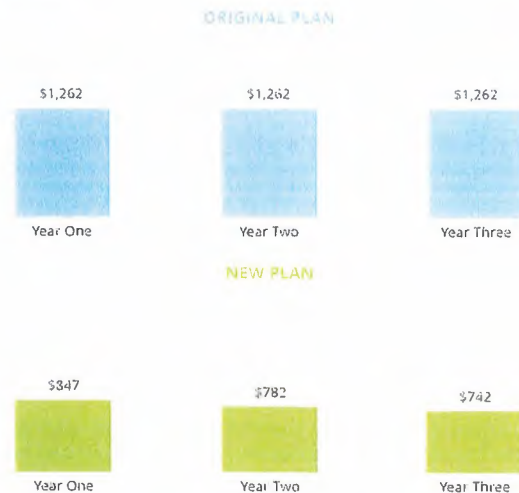


Year	Ingredient Cost	Dispensing	Admin	Rebates	New Member Paid	New Plan Paid	New Total	Original Total	Savings \$	Savings %
One	\$838,428	\$581	\$16,605	(\$402,310)	\$53,477	\$399,827	\$453,304	\$675,457	\$222,153	32.89%
Two	\$837,614	\$581	\$16,605	(\$436,303)	\$53,274	\$365,223	\$418,497	\$675,457	\$256,960	38.04%
Three	\$836,800	\$581	\$16,605	(\$456,808)	\$53,071	\$344,107	\$397,178	\$675,457	\$278,279	41.20%
<b>TOTAL</b>	<b>\$2,512,842</b>	<b>\$1,743</b>	<b>\$49,815</b>	<b>(\$1,295,421)</b>	<b>\$159,823</b>	<b>\$1,109,156</b>	<b>\$1,268,979</b>	<b>\$2,026,370</b>	<b>\$757,392</b>	<b>37.38%</b>

Formulary Assessment



PMPY Spend



Pharmacy Coverage



Average Annual Savings

Category	Savings \$	Savings %
Retail Brand (30 Days)	\$23,859	3.53%
Retail Brand (90 Days)	\$8,516	1.26%
Retail Generic	\$34,418	5.10%
Mail Order Brand	\$487	0.07%
Mail Order Generic	\$1,545	0.23%
Specialty	(\$47,588)	-7.05%
Net Admin Fees	\$9,075	1.34%
Net Rebates	\$222,152	32.89%
Net Medical Credit and Penalty	\$0	0.00%
<b>SUBTOTAL</b>	<b>\$252,464</b>	<b>37.38%</b>
Allowances	\$1,241	0.18%
<b>TOTAL</b>	<b>\$253,705</b>	<b>37.56%</b>

National Cooperative CVS Health

**Offer Type:** A coalition arrangement with traditional spread pricing and offsetting permitted for Clients with <2,500 members

**Rebates:** 100% pass through of rebates (other pharmaceutical revenue not considered rebates), with offsetting permitted for clients with <2,500 members, key notable rebate exclusions such as LDDs, New-to-Market Specialty and Biosimilars

**Guarantees:** Pricing guarantees and rebate overperformance reconciled at group level for clients with <2,500 members and client specific for clients with >2,500 members. Rebate guarantees reflect minimums with potential for overperformance

**Termination:** May term early without cause with 90-day notice but National Cooperative Rx will apply a termination fee of \$5.00 per Plan Participant

**Market Check & Audit:** Annual group level audits and market checks conducted by the coalition on behalf of the client

**Formulary Names (Type):** Standard Control (Closed), Opt Out (Open), Advanced Control (Closed)

**Legend For Offers:** Offer Type - T/P - (Traditional, Pass-through), Retail 90 - B/N - (Broad, Narrow), V/VM - (Voluntary, Incentivized, Mandatory). For example - offers ending with TBV are traditional, retail 90 broad, and voluntary mail program.

**Last Pricing Update:** June 2024

\* Information in this box only applies to pre-negotiated offers





One	\$15,000	\$0	\$1,605
Two	\$15,000	\$0	\$1,605
Three	\$15,000	\$0	\$1,605
<b>TOTAL</b>	<b>\$45,000</b>	<b>\$0</b>	<b>\$4,815</b>

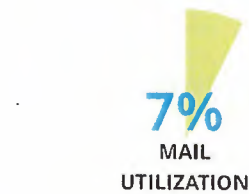
Year	Ingredient Cost	Dispensing	Admin	Rebates	New Member Paid	New Plan Paid	New Total	Original Total	Savings \$	Savings %
One	\$833,696	\$1,163	\$41,730	(\$402,140)	\$51,511	\$422,938	\$474,449	\$675,457	\$201,008	29.76%
<b>TOTAL</b>	<b>\$833,696</b>	<b>\$1,163</b>	<b>\$41,730</b>	<b>(\$402,140)</b>	<b>\$51,511</b>	<b>\$422,938</b>	<b>\$474,449</b>	<b>\$675,457</b>	<b>\$201,008</b>	<b>29.76%</b>

Formulary Assessment

PMPY Spend



Pharmacy Coverage



Average Annual Savings

Category	Savings \$	Savings %
Retail Brand (30 Days)	\$22,022	3.26%
Retail Brand (90 Days)	\$12,244	1.81%
Retail Generic	\$39,407	5.83%
Mail Order Brand	\$1,899	0.28%
Mail Order Generic	(\$541)	-0.08%
Specialty	(\$50,458)	-7.47%
Net Admin Fees	(\$16,050)	-2.38%
Net Rebates	\$192,485	28.50%
Net Medical Credit and Penalty	\$0	0.00%
<b>SUBTOTAL</b>	<b>\$201,008</b>	<b>29.76%</b>
Allowances	\$0	0.00%
<b>TOTAL</b>	<b>\$201,008</b>	<b>29.76%</b>


About Serve You Rx

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- High-touch specialty pharmacy program
- Comprehensive national retail network (more than 66,000 pharmacies)

**Contract Status:** Template is approved and available upon reward.

Formulary Disruption - Negative Tier Drugs		
Drug Name	Rxs	Utilizers

Top Utilized Drugs - Mail Order		
Drug Name	Rxs	Cost Per Rx
ATORVASTATIN CALCIUM	32	\$52
HUMIRA PEN	28	\$6,770
DUPIXENT	17	\$3,596
LISINOPRIL	10	\$12
LOSARTAN POTASSIUM/HYDROC	9	\$34
METFORMIN HYDROCHLORIDE	8	\$26
OTEZLA	8	\$4,556
SIMVASTATIN	8	\$49
AMLODIPINE BESYLATE	7	\$24
BUPROPION HYDROCHLORIDE E	7	\$48
PRAVASTATIN SODIUM	7	\$41
KISQALI	6	\$13,837
RINVOQ	6	\$6,090
DORZOLAMIDE HCL/TIMOLOL M	5	\$15
FOSINOPRIL SODIUM	5	\$9

Formulary Disruption - Excluded Drugs		
Drug Name	Rxs	Utilizers

Top Utilized Drugs - Retail		
Drug Name	Rxs	Cost Per Rx
ATORVASTATIN CALCIUM	100	\$52
METHYLPHENIDATE HYDROCHLO	80	\$21
ESCITALOPRAM OXALATE	65	\$29
LISINOPRIL	64	\$10
LOSARTAN POTASSIUM	63	\$18
METFORMIN HYDROCHLORIDE E	62	\$18
AMOXICILLIN	59	\$2
MOUNJARO	59	\$1,032
AMLODIPINE BESYLATE	56	\$16
AMPHETAMINE/DEXTRAMPHETA	56	\$22
ROSUVASTATIN CALCIUM	51	\$79
VENLAFAXINE HYDROCHLORIDE	49	\$44
LORAZEPAM	48	\$6
PANTOPRAZOLE SODIUM	48	\$45
AMOXICILLIN/CLAVULANATE P	47	\$13

Retail Network Disruption - Top 10 Nonparticipating Pharmacies							
Pharmacy	Street	City	State	Zip	Rxs	Utilizers	

NO ADDITIONAL PHARMACIES TO REPORT

## Administrative Cost Summary

One	\$0	\$0	\$41,730
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,730</b>

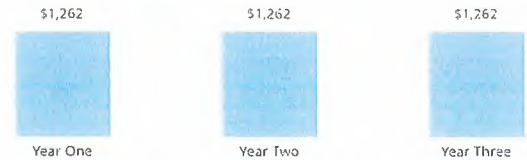


Year	Ingredient Cost	Dispensing	Admin	Rebates	New Member Paid	New Plan Paid	New Total	Original Total	Savings \$	Savings %
One	\$833,696	\$1,163	\$43,890	(\$402,140)	\$51,511	\$425,098	\$476,609	\$675,457	\$198,848	29.44%
Two	\$833,696	\$1,163	\$43,890	(\$402,140)	\$51,511	\$425,098	\$476,609	\$675,457	\$198,848	29.44%
Three	\$833,696	\$1,163	\$43,890	(\$402,140)	\$51,511	\$425,098	\$476,609	\$675,457	\$198,848	29.44%
<b>TOTAL</b>	<b>\$2,501,088</b>	<b>\$3,489</b>	<b>\$131,670</b>	<b>(\$1,206,420)</b>	<b>\$154,533</b>	<b>\$1,275,294</b>	<b>\$1,429,827</b>	<b>\$2,026,370</b>	<b>\$596,544</b>	<b>29.44%</b>

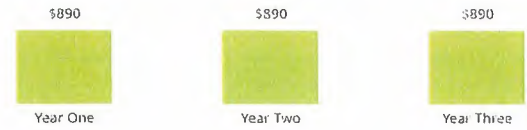
Formulary Assessment

PMPY Spend

ORIGINAL PLAN



NEW PLAN



Pharmacy Coverage



Average Annual Savings

Category	Savings \$	Savings %
Retail Brand (30 Days)	\$22,022	3.26%
Retail Brand (90 Days)	\$12,244	1.81%
Retail Generic	\$39,407	5.83%
Mail Order Brand	\$1,899	0.28%
Mail Order Generic	(\$541)	-0.08%
Specialty	(\$50,458)	-7.47%
Net Admin Fees	(\$18,210)	-2.70%
Net Rebates	\$192,485	28.50%
Net Medical Credit and Penalty	\$0	0.00%
<b>SUBTOTAL</b>	<b>\$198,848</b>	<b>29.44%</b>
Allowances	\$10,700	1.58%
<b>TOTAL</b>	<b>\$209,548</b>	<b>31.02%</b>

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**Contract Status:** Template is approved and available upon reward.

Formulary Disruption - Negative Tier Drugs		
Drug Name	Rxs	Utilizers

Top Utilized Drugs - Mail Order		
Drug Name	Rxs	Cost Per Rx
ATORVASTATIN CALCIUM	32	\$52
HUMIRA PEN	28	\$6,770
DUPIXENT	17	\$3,596
LISINOPRIL	10	\$12
LOSARTAN POTASSIUM/HYDROC	9	\$34
METFORMIN HYDROCHLORIDE	8	\$26
OTEZLA	8	\$4,556
SIMVASTATIN	8	\$49
AMLODIPINE BESYLATE	7	\$24
BUPROPION HYDROCHLORIDE E	7	\$48
PRAVASTATIN SODIUM	7	\$41
KISQALI	6	\$13,837
RINVOQ	6	\$6,090
DORZOLAMIDE HCL/TIMOLOL M	5	\$15
FOSINOPRIL SODIUM	5	\$9

Formulary Disruption - Excluded Drugs		
Drug Name	Rxs	Utilizers

Top Utilized Drugs - Retail		
Drug Name	Rxs	Cost Per Rx
ATORVASTATIN CALCIUM	100	\$52
METHYLPHENIDATE HYDROCHLO	80	\$21
ESCITALOPRAM OXALATE	65	\$29
LISINOPRIL	64	\$10
LOSARTAN POTASSIUM	63	\$18
METFORMIN HYDROCHLORIDE E	62	\$18
AMOXICILLIN	59	\$2
MOUNJARO	59	\$1,032
AMLODIPINE BESYLATE	56	\$16
AMPHETAMINE/DEXTRAMPHETA	56	\$22
ROSUVASTATIN CALCIUM	51	\$79
VENLAFAXINE HYDROCHLORIDE	49	\$44
LORAZEPAM	48	\$6
PANTOPRAZOLE SODIUM	48	\$45
AMOXICILLIN/CLAVULANATE P	47	\$13

Retail Network Disruption - Top 10 Nonparticipating Pharmacies						
Pharmacy	Street	City	State	Zip	Rxs	Utilizers

## Administrative Cost Summary

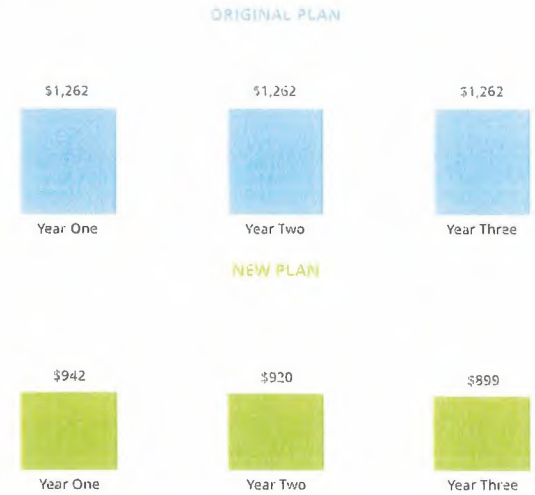
One	\$15,000	\$0	\$28,890
Two	\$15,000	\$0	\$28,890
Three	\$15,000	\$0	\$28,890
<b>TOTAL</b>	<b>\$45,000</b>	<b>\$0</b>	<b>\$86,670</b>



Year	Ingredient Cost	Dispensing	Admin	Rebates	New Member Paid	New Plan Paid	New Total	Original Total	Savings \$	Savings %
One	\$834,530	\$1,163	\$41,730	(\$373,450)	\$51,600	\$452,373	\$503,973	\$675,457	\$171,484	25.39%
Two	\$833,330	\$1,163	\$43,335	(\$385,280)	\$51,363	\$441,185	\$492,548	\$675,457	\$182,909	27.08%
Three	\$832,130	\$1,163	\$44,940	(\$397,110)	\$51,127	\$429,997	\$481,123	\$675,457	\$194,334	28.77%
<b>TOTAL</b>	<b>\$2,499,990</b>	<b>\$3,489</b>	<b>\$130,005</b>	<b>(\$1,155,840)</b>	<b>\$154,090</b>	<b>\$1,323,554</b>	<b>\$1,477,644</b>	<b>\$2,026,370</b>	<b>\$548,726</b>	<b>27.08%</b>

Formulary Assessment

PMPY Spend



Pharmacy Coverage



Average Annual Savings

Category	Savings \$	Savings %
Retail Brand (30 Days)	\$21,674	3.21%
Retail Brand (90 Days)	\$12,393	1.83%
Retail Generic	\$39,232	5.81%
Mail Order Brand	\$1,899	0.28%
Mail Order Generic	\$199	0.03%
Specialty	(\$50,458)	-7.47%
Net Admin Fees	(\$17,655)	-2.61%
Net Rebates	\$175,625	26.00%
Net Medical Credit and Penalty	\$0	0.00%
<b>SUBTOTAL</b>	<b>\$182,909</b>	<b>27.08%</b>
Allowances	\$0	0.00%
<b>TOTAL</b>	<b>\$182,909</b>	<b>27.08%</b>

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**Contract Status:** Template is approved and available upon reward.



Formulary Disruption - Negative Tier Drugs		
Drug Name	Rxs	Utilizers

Top Utilized Drugs - Mail Order		
Drug Name	Rxs	Cost Per Rx
ATORVASTATIN CALCIUM	32	\$47
HUMIRA PEN	28	\$6,770
DUPIXENT	17	\$3,596
LISINOPRIL	10	\$11
LOSARTAN POTASSIUM/HYDROC	9	\$30
METFORMIN HYDROCHLORIDE	8	\$24
OTEZLA	8	\$4,556
SIMVASTATIN	8	\$44
AMLODIPINE BESYLATE	7	\$21
BUPROPION HYDROCHLORIDE E	7	\$43
PRAVASTATIN SODIUM	7	\$37
KISQALI	6	\$13,837
RINVOQ	6	\$6,090
DORZOLAMIDE HCL/TIMOLOL M	5	\$13
FOSINOPRIL SODIUM	5	\$8

Formulary Disruption - Excluded Drugs		
Drug Name	Rxs	Utilizers

Top Utilized Drugs - Retail		
Drug Name	Rxs	Cost Per Rx
ATORVASTATIN CALCIUM	100	\$47
METHYLPHENIDATE HYDROCHLO	80	\$23
ESCITALOPRAM OXALATE	65	\$28
LISINOPRIL	64	\$9
LOSARTAN POTASSIUM	63	\$17
METFORMIN HYDROCHLORIDE E	62	\$17
AMOXICILLIN	59	\$3
MOUNJARO	59	\$1,034
AMLODIPINE BESYLATE	56	\$15
AMPHETAMINE/DEXTROAMPHETA	56	\$25
ROSUVASTATIN CALCIUM	51	\$73
VENLAFAXINE HYDROCHLORIDE	49	\$41
LORAZEPAM	48	\$6
PANTOPRAZOLE SODIUM	48	\$43
AMOXICILLIN/CLAVULANATE P	47	\$14

Retail Network Disruption - Top 10 Nonparticipating Pharmacies						
Pharmacy	Street	City	State	Zip	Rxs	Utilizers

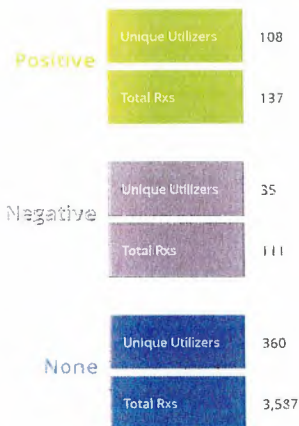
NO ADDITIONAL PHARMACIES DISPLAYED

### Administrative Cost Summary

One	\$0	\$0	\$41,730
Two	\$0	\$0	\$43,335
Three	\$0	\$0	\$44,940
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$130,005</b>

Year	Ingredient Cost	Dispensing	Admin	Rebates	New Member Paid	New Plan Paid	New Total	Original Total	Savings \$	Savings %
One	\$858,617	\$1,628	\$24,940	(\$330,800)	\$59,329	\$495,057	\$554,386	\$675,457	\$121,071	17.92%
Two	\$857,203	\$1,628	\$26,283	(\$344,812)	\$59,006	\$481,296	\$540,302	\$675,457	\$135,155	20.01%
Three	\$855,788	\$1,628	\$27,626	(\$359,179)	\$58,683	\$467,180	\$525,863	\$675,457	\$149,594	22.15%
<b>TOTAL</b>	<b>\$2,571,608</b>	<b>\$4,885</b>	<b>\$78,850</b>	<b>(\$1,034,791)</b>	<b>\$177,018</b>	<b>\$1,443,534</b>	<b>\$1,620,552</b>	<b>\$2,026,370</b>	<b>\$405,819</b>	<b>20.03%</b>

Formulary Assessment



PMPY Spend



Pharmacy Coverage



Average Annual Savings

Category	Savings \$	Savings %
Retail Brand (30 Days)	\$20,057	2.97%
Retail Brand (90 Days)	\$8,914	1.32%
Retail Generic	\$13,356	1.98%
Mail Order Brand	\$1,546	0.23%
Mail Order Generic	(\$2,795)	-0.41%
Specialty	(\$40,478)	-5.99%
Net Admin Fees	(\$603)	-0.09%
Net Rebates	\$135,275	20.03%
Net Medical Credit and Penalty	\$0	0.00%
<b>SUBTOTAL</b>	<b>\$135,273</b>	<b>20.03%</b>
Allowances	\$2,140	0.32%
<b>TOTAL</b>	<b>\$137,413</b>	<b>20.34%</b>


WellDyneRx Contract Information


- Auditor must share results with PBM and allow 30 days for comment & correction
- AWP definition references "other mutually agreed upon generally recognized pricing source"
- 3 year term


Contract Status


Template contract is unavailable upon award.



Formulary Disruption - Negative Tier Drugs			
Drug Name	Rxs	Utilizers	
HUMIRA PEN INJ 40/0.4ML	28	2	
DUPIXENT INJ 300/2ML	17	2	
REPATHA INJ 140MG/ML	13	1	
OTEZLA TAB 30MG	8	1	
KISQALI TAB 400DOSE	6	1	
RINVOQ TAB 15MG ER	6	1	
AIMOVIG INJ 140MG/ML	5	1	
PAXLOVID TAB	3	3	
VENLAFAXINE CAP 150MG ER	3	2	
PAXLOVID TAB	3	3	
BISACODYL TAB 5MG EC	2	2	
ADDYI TAB 100MG	2	1	
POLYETH GLYC POW 3350 NF	2	2	
EMTR/TENOFOV TAB 200-300	1	1	
NICOTINE POL LOZ 4MG MINT	1	1	

Top Utilized Drugs - Mail Order			
Drug Name	Rxs	Cost Per Rx	
ATORVASTATIN CALCIUM	32	\$68	
HUMIRA PEN	28	\$6,604	
DUPIXENT	17	\$3,507	
LISINOPRIL	10	\$15	
LOSARTAN POTASSIUM/HYDRO	9	\$44	
METFORMIN HYDROCHLORIDE	8	\$34	
OTEZLA	8	\$4,444	
SIMVASTATIN	8	\$64	
AMLODIPINE BESYLATE	7	\$31	
BUPROPION HYDROCHLORIDE E	7	\$62	
PRAVASTATIN SODIUM	7	\$53	
KISQALI	6	\$13,497	
RINVOQ	6	\$5,941	
DORZOLAMIDE HCL/TIMOLOL M	5	\$19	
FOSINOPRIL SODIUM	5	\$11	

Formulary Disruption - Excluded Drugs			
Drug Name	Rxs	Utilizers	
CYCLOSPORINE EMU 0.05%	9	2	
LANTUS INJ SOLOSTAR	8	3	
VYVANSE CAP 40MG	8	1	
CONTOUR NEXT TES	8	5	
SODIUM/POTAS SOL MAGNESIU	6	6	
FLOVENT HFA AER 110MCG	5	1	
VICTOZA INJ 18MG/3ML	5	1	
SODIUM/POTAS SOL MAGNESIU	4	4	
AZSTARYS CAP 26.1-5.2	3	1	
SOFTCLIX MIS LANCETS	3	2	
PULMICORT INH 180MCG	3	1	
CYCLOPENTOL SOL 1% OP	3	1	
CYCLOPENTOL SOL 1% OP	2	2	
VYVANSE CAP 30MG	2	1	
UNFINE PNTP MIS 32GX4MM	2	1	

Top Utilized Drugs - Retail			
Drug Name	Rxs	Cost Per Rx	
ATORVASTATIN CALCIUM	100	\$69	
METHYLPHENIDATE HYDROCHLO	80	\$28	
ESCITALOPRAM OXALATE	65	\$36	
LISINOPRIL	64	\$14	
LOSARTAN POTASSIUM	63	\$24	
METFORMIN HYDROCHLORIDE E	62	\$24	
AMOXICILLIN	59	\$3	
MOUNJARO	59	\$1,041	
AMLODIPINE BESYLATE	56	\$21	
AMPHETAMINE/DEXTRAMPHETA	56	\$26	
ROSUVASTATIN CALCIUM	51	\$105	
VENLAFAXINE HYDROCHLORIDE	49	\$57	
LORAZEPAM	48	\$7	
PANTOPRAZOLE SODIUM	48	\$59	
AMOXICILLIN/CLAVULANATE P	47	\$15	

Retail Network Disruption - Top 10 Nonparticipating Pharmacies						
Pharmacy	Street	City	State	Zip	Rxs	Utilizers
JEROME DRUGS	S 75 W 17301 JANESVILLE ...	MUSKEGO	WI	53150	161	8

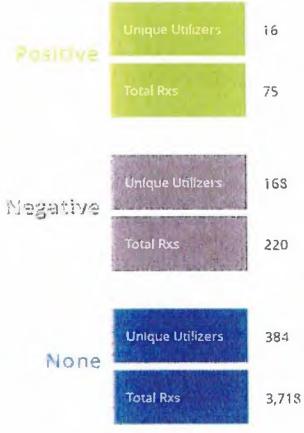
NO ADDITION - 11/15/2022 11:52

### Administrative Cost Summary

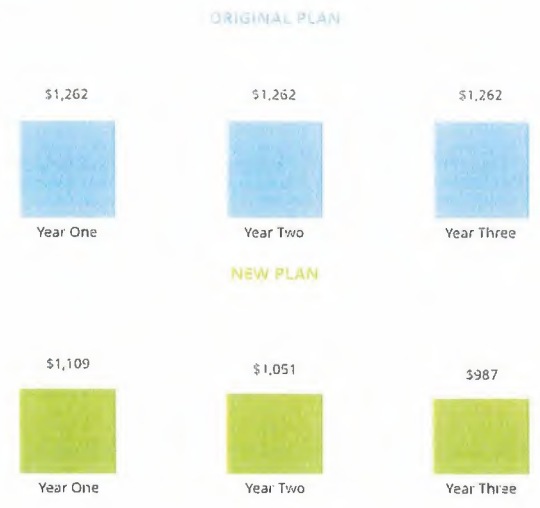
One	\$0	\$0	\$24,940
Two	\$0	\$0	\$26,283
Three	\$0	\$0	\$27,626
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$78,850</b>

Year	Ingredient Cost	Dispensing	Admin	Rebates	New Member Paid	New Plan Paid	New Total	Original Total	Savings \$	Savings %
One	\$857,666	\$2,093	\$27,818	(\$294,090)	\$58,693	\$534,795	\$593,488	\$675,457	\$81,969	12.14%
Two	\$856,055	\$2,093	\$27,818	(\$323,499)	\$58,360	\$504,108	\$562,468	\$675,457	\$112,989	16.73%
Three	\$854,445	\$2,093	\$27,818	(\$355,849)	\$58,028	\$470,480	\$528,508	\$675,457	\$146,949	21.76%
<b>TOTAL</b>	<b>\$2,568,166</b>	<b>\$6,280</b>	<b>\$83,455</b>	<b>(\$973,437)</b>	<b>\$175,081</b>	<b>\$1,509,382</b>	<b>\$1,684,463</b>	<b>\$2,026,370</b>	<b>\$341,907</b>	<b>16.87%</b>

**Formulary Assessment**



**PMPY Spend**



**Pharmacy Coverage**



**Average Annual Savings**

Category	Savings \$	Savings %
Retail Brand (30 Days)	\$19,664	2.91%
Retail Brand (90 Days)	\$9,709	1.44%
Retail Generic	\$16,826	2.49%
Mail Order Brand	\$2,182	0.32%
Mail Order Generic	(\$3,501)	-0.52%
Specialty	(\$43,596)	-6.45%
Net Admin Fees	(\$2,138)	-0.32%
Net Rebates	\$114,824	17.00%
Net Medical Credit and Penalty	\$0	0.00%
<b>SUBTOTAL</b>	<b>\$113,969</b>	<b>16.87%</b>
Allowances	\$2,833	0.42%
<b>TOTAL</b>	<b>\$116,802</b>	<b>17.29%</b>

**ProAct**

**Offer Type:** Offers traditional or pass-through pricing with no offsetting

**Rebates:** Pass through of rebates including Manufacturer Administrative Fees and other fees with no offsetting; however retains a percentage; key notable rebate exclusions such as EDDs, Biosimilars, claims with majority of cost shared paid by member, specialty categories, Multisource Brands, Brand medications in any therapeutic category that an external vendor targets for alternative funding or copay assistance

**Pass Through:** Pass through components reflect minimum guarantees with potential for overperformance

**Termination:** May term early without cause and without penalty given 90-day notice

**Market Check & Audit:** Permits one market check for year 3 with 1% savings threshold

**Specialty:** Specialty drugs on the price list will not change status to non-specialty and vice versa within a contract year


**Formulary Names (Type):** Advantage (Closed), Core (Open)


**Legend For Offers:** Offer Type - T/P - (Traditional, Pass-through), Retail 90 - B/N - (Broad, Narrow), V/I/M - (Voluntary, Incentivized, Mandatory). For example - offers ending with TBV are traditional, retail 90 broad, and voluntary mail program.


Last Pricing Update: May 2023


\* Information in this box only applies to pre-negotiated offers




Formulary Disruption - Negative Tier Drugs			
Drug Name	Rxs	Utilizers	
AFLURIA QUAD INJ 2023-24	34	34	
FLUCLVX QUAD INJ 2023-24	31	31	
FLUARIX QUAD INJ 2023-24	16	16	
ISOTRETINOIN CAP 40MG	10	2	
AMPHET/DEXTR CAP 30MG ER	10	1	
FLUZONE QUAD INJ 2023-24	9	9	
MESALAMINE TAB 1.2GM	6	1	
LISINOPRIL TAB 20MG	6	2	
LISDEXAMFETA CAP 40MG	5	2	
FLUAD QUADRI INJ 2023-24	5	5	
LISINOPRIL TAB 10MG	4	1	
GLIPIZIDE ER TAB 5MG	4	1	
LISDEXAMFETA CHW 20MG	4	2	
AMPHET/DEXTR CAP 30MG ER	3	2	
LOSARTAN POT TAB 25MG	3	2	

Top Utilized Drugs - Mail Order			
Drug Name	Rxs	Cost Per Rx	
ATORVASTATIN CALCIUM	32	\$73	
HUMIRA PEN	28	\$6,563	
DUPIXENT	17	\$3,574	
LISINOPRIL	10	\$16	
LOSARTAN POTASSIUM/HYDROC	9	\$47	
METFORMIN HYDROCHLORIDE	8	\$37	
OTEZLA	8	\$4,556	
SIMVASTATIN	8	\$68	
AMLODIPINE BESYLATE	7	\$33	
BUPROPION HYDROCHLORIDE E	7	\$67	
PRAVASTATIN SODIUM	7	\$57	
KISQALI	6	\$13,837	
RINVOQ	6	\$5,978	
DORZOLAMIDE HCL/TIMOLOL M	5	\$21	
FOSINOPRIL SODIUM	5	\$12	

Formulary Disruption - Excluded Drugs			
Drug Name	Rxs	Utilizers	
CONTOUR NEXT TES	8	5	
LANTUS INJ SOLOSTAR	8	3	
KISQALI TAB 400DOSE	6	1	
VICTOZA INJ 18MG/3ML	5	1	
PULMICORT INH 180MCG	3	1	
UNFINE PNTP MIS 32GX4MM	2	1	
RELION PEN MIS 31GX8MM	2	1	
UNFINE PNTP MIS 32GX4MM	1	1	
CONTOUR NEXT TES	1	1	
DRYSOL SOL 20%	1	1	
EPINEPHRINE INJ 0.3MG	1	1	
INSULIN LISIP INJ 100/ML	1	1	
BUDES/FORMOT AER 80-4.5	1	1	
BUDES/FORMOT AER 160-4.5	1	1	

Top Utilized Drugs - Retail			
Drug Name	Rxs	Cost Per Rx	
ATORVASTATIN CALCIUM	100	\$66	
METHYLPHENIDATE HYDROCHLO	80	\$26	
ESCITALOPRAM OXALATE	65	\$36	
LISINOPRIL	64	\$13	
LOSARTAN POTASSIUM	63	\$23	
METFORMIN HYDROCHLORIDE E	62	\$23	
AMOXICILLIN	59	\$3	
MOUNJARO	59	\$1,044	
AMLODIPINE BESYLATE	56	\$20	
AMPHETAMINE/DEXTROAMPHETA	56	\$27	
ROSUVASTATIN CALCIUM	51	\$101	
VENLAFAXINE HYDROCHLORIDE	49	\$56	
LORAZEPAM	48	\$7	
PANTOPRAZOLE SODIUM	48	\$57	
AMOXICILLIN/CLAVULANATE P	47	\$16	

NO ADDITIONAL DRUGS ARE EXCLUDED

Retail Network Disruption - Top 10 Nonparticipating Pharmacies						
Pharmacy	Street	City	State	Zip	Rxs	Utilizers
JEROME DRUGS	S 75 W 17301 JANESVILLE ...	MUSKEGO	WI	53150	161	8
PROPEL PHARMACY	5962 STATE ROUTE 31 STE ...	CICERO	NY	13039	6	1

NO ADDITIONAL PHARMACIES ARE EXCLUDED

## Administrative Cost Summary

One	\$0	\$0	\$27,818
Two	\$0	\$0	\$27,818
Three	\$0	\$0	\$27,818
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$83,455</b>

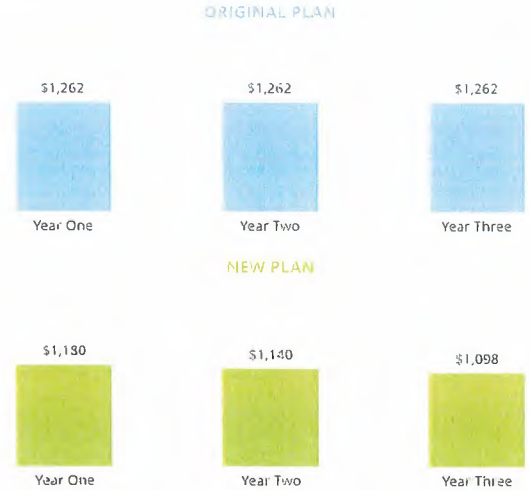


Year	Ingredient Cost	Dispensing	Admin	Rebates	New Member Paid	New Plan Paid	New Total	Original Total	Savings \$	Savings %
One	\$869,354	\$2,836	\$32,650	(\$273,393)	\$58,664	\$572,783	\$631,448	\$675,457	\$44,009	6.52%
Two	\$864,476	\$2,836	\$32,650	(\$289,804)	\$57,582	\$552,576	\$610,158	\$675,457	\$65,299	9.67%
Three	\$859,598	\$2,836	\$32,650	(\$307,192)	\$56,500	\$531,392	\$587,892	\$675,457	\$87,564	12.96%
<b>TOTAL</b>	<b>\$2,593,429</b>	<b>\$8,508</b>	<b>\$97,951</b>	<b>(\$870,389)</b>	<b>\$172,747</b>	<b>\$1,656,751</b>	<b>\$1,829,498</b>	<b>\$2,026,370</b>	<b>\$196,872</b>	<b>9.72%</b>

Formulary Assessment



PMPY Spend



Pharmacy Coverage



Average Annual Savings

Category	Savings \$	Savings %
Retail Brand (30 Days)	\$20,923	3.10%
Retail Brand (90 Days)	\$10,898	1.61%
Retail Generic	\$17,447	2.58%
Mail Order Brand	\$1,723	0.26%
Mail Order Generic	(\$1,550)	-0.23%
Specialty	(\$57,321)	-8.49%
Net Admin Fees	(\$6,970)	-1.03%
Net Rebates	\$80,475	11.91%
Net Medical Credit and Penalty	\$0	0.00%
<b>SUBTOTAL</b>	<b>\$65,624</b>	<b>9.72%</b>
Allowances	\$1,100	0.16%
<b>TOTAL</b>	<b>\$66,724</b>	<b>9.88%</b>

ScriptCare

**Offer Type:** Offers traditional or pass-through pricing with offsetting permitted within channels

**Rebates:** 100% pass through of rebates excluding Manufacturer Administrative Fees and permits offsetting; key notable rebate exclusions such as Biosimilars, certain specialty drugs

**Pass Through:** Pass through components reflect minimum guarantees with potential for overperformance

**Termination:** No early termination language without cause after first 12-month period of term

**Market Check & Audit:** Permits one market check for year 3 with 1% savings threshold

**Last Pricing Update:** May 2023

\* Information in this box only applies to pre-negotiated offers

Formulary Disruption - Negative Tier Drugs			
Drug Name	Rxs	Utilizers	
AFLURIA QUAD INJ 2023-24	34	34	
FLUCLVX QUAD INJ 2023-24	31	31	
FLUARIX QUAD INJ 2023-24	16	16	
ISOTRETINOIN CAP 40MG	10	2	
AMPHET/DEXTR CAP 30MG ER	10	1	
FLUZONE QUAD INJ 2023-24	9	9	
MESALAMINE TAB 1.2GM	6	1	
LISINOPRIL TAB 20MG	6	2	
LISDEXAMFETA CAP 40MG	5	2	
FLUAD QUADRI INJ 2023-24	5	5	
LISINOPRIL TAB 10MG	4	1	
GLIPIZIDE ER TAB 5MG	4	1	
LISDEXAMFETA CHW 20MG	4	2	
LUBIPROSTONE CAP 8MCG	3	1	
AZITHROMYCIN TAB 250MG	3	3	

Top Utilized Drugs - Mail Order		
Drug Name	Rxs	Cost Per Rpt
ATORVASTATIN CALCIUM	32	\$59
HUMIRA PEN	28	\$6,897
DUPIXENT	17	\$3,613
LISINOPRIL	10	\$13
LOSARTAN POTASSIUM/HYDROC	9	\$38
METFORMIN HYDROCHLORIDE	8	\$30
OTEZLA	8	\$4,613
SIMVASTATIN	8	\$55
AMLODIPINE BESYLATE	7	\$27
BUPROPION HYDROCHLORIDE E	7	\$54
PRAVASTATIN SODIUM	7	\$47
KISQALI	6	\$13,958
RINVOQ	6	\$6,167
DORZOLAMIDE HCL/TIMOLOL M	5	\$17
FOSINOPRIL SODIUM	5	\$10

Formulary Disruption - Excluded Drugs			
Drug Name	Rxs	Utilizers	
CONTOUR NEXT TES	8	5	
LANTUS INJ SOLOSTAR	8	3	
KISQALI TAB 400DOSE	6	1	
HUMALOG INJ 100/ML	6	2	
VICTOZA INJ 18MG/3ML	5	1	
PULMICORT INH 180MCG	3	1	
UNFINE PNTP MIS 32GX4MM	2	1	
RELION PEN MIS 31GX8MM	2	1	
UNFINE PNTP MIS 32GX4MM	1	1	
CONTOUR NEXT TES	1	1	
DRYSOL SOL 20%	1	1	
EPINEPHRINE INJ 0.3MG	1	1	
INSULIN LISIP INJ 100/ML	1	1	
LUBIPROSTONE CAP 8MCG	1	1	
LUBIPROSTONE CAP 24MCG	1	1	

Top Utilized Drugs - Retail		
Drug Name	Rxs	Cost Per Rpt
ATORVASTATIN CALCIUM	100	\$68
METHYLPHENIDATE HYDROCHLO	80	\$25
ESCITALOPRAM OXALATE	65	\$36
LISINOPRIL	64	\$13
LOSARTAN POTASSIUM	63	\$23
METFORMIN HYDROCHLORIDE E	62	\$24
AMOXICILLIN	59	\$3
MOUNJARO	59	\$1,036
AMLODIPINE BESYLATE	56	\$20
AMPHETAMINE/DEXTROAMPHETA	56	\$26
ROSUVASTATIN CALCIUM	51	\$102
VENLAFAXINE HYDROCHLORIDE	49	\$56
LORAZEPAM	48	\$7
PANTOPRAZOLE SODIUM	48	\$57
AMOXICILLIN/CLAVULANATE P	47	\$15

Retail Network Disruption - Top 10 Nonparticipating Pharmacies						
Pharmacy	Street	City	State	Zip	Rxs	Utilizers
HAYAT PHARMACY 20 LLC	807 W LAYTON AVE STE B	MILWAUKEE	WI	53221	27	27

NO ADDITIONAL PHARMACIES TO BE REPORTED

## Administrative Cost Summary

	--		
One	\$15,000	\$0	\$17,650
Two	\$15,000	\$0	\$17,650
Three	\$15,000	\$0	\$17,650
<b>TOTAL</b>	<b>\$45,000</b>	<b>\$0</b>	<b>\$52,951</b>

Self Insurance Fund  
2025 Rate Analysis

	Medicare Parts A&B (Primary)												Cobra Rates					
	Medical Co Pay						Couple						Family		Medical		Dental	
	Single	Family	Single	Family	Single	Family	One M	Two M	One M	Two M	One M	Two M	Single	Family	Single	Family	Single	Family
2015	650.75	1,573.85	84.60	204.60	436.00	96.00	872.00	1,054.00	976.00	663.77	1,605.33	36.72	97.92					
2016	616.26	1,490.50	83.20	201.22	413.00	96.00	826.00	999.00	924.00	628.59	1,520.31	36.72	97.92					
2017	616.26	1,490.50	86.28	208.68	413.00	98.00	826.00	999.00	924.00	628.59	1,520.31	37.74	99.96					
2018	662.46	1,602.30	96.06	232.34	444.00	100.00	888.00	1,074.00	993.00	675.71	1,634.35	38.76	102.00					
2019 PPO	801.00	1,929.00	160.00	386.00	537.00	103.00	1,172.00	1,292.00	1,196.00	817.02	1,967.58	40.05	105.06					
2019 HD	721.99	1,746.27	96.02	232.26	484.00	108.00	968.00	1,170.00	1,083.00	736.43	1,781.20	42.84	110.16					
2020 PPO	790.54	1,899.72	160.00	386.00	530.00	108.00	1,154.00	1,273.00	1,178.00	806.35	1,937.71	42.84	110.16					
2020 HD	714.88	1,724.74	96.02	232.26	479.00	108.00	958.00	1,156.00	1,069.00	729.18	1,759.23	42.84	110.16					
2021 PPO	790.54	1,899.72	160.00	386.00	530.00	108.00	1,154.00	1,273.00	1,178.00	806.35	1,937.71	33.70	89.23					
2021 HD	714.88	1,724.74	96.02	232.26	479.00	108.00	958.00	1,156.00	1,069.00	729.18	1,759.23	33.70	89.23					
2022 PPO	790.54	1,899.72	160.00	386.00	530.00	108.00	1,154.00	1,273.00	1,178.00	806.35	1,937.71	33.70	89.23					
2022 HD	714.88	1,724.74	96.02	232.26	479.00	108.00	958.00	1,156.00	1,069.00	729.18	1,759.23	33.70	89.23					
2023 PPO	790.54	1,899.72	160.00	386.00	530.00	108.00	1,154.00	1,273.00	1,178.00	806.35	1,937.71	33.70	89.23					
2023 HD	714.88	1,724.74	96.02	232.26	479.00	108.00	958.00	1,156.00	1,069.00	729.18	1,759.23	33.70	89.23					
2024 PPO	1,035.63	2,325.71	186.10	448.96	694.00	108.00	1,413.00	1,558.00	1,442.00	1,056.34	2,372.22	33.70	99.23					
2024 HD	947.63	2,122.20	111.38	270.14	635.00	108.00	1,290.00	1,422.00	1,316.00	966.58	2,164.64	33.70	99.23					
2025 PPO	1,090.00	2,373.00	189.90	458.00	730.00	108.00	1,442.00	1,590.00	1,471.00	1,111.80	2,420.46	37.74	110.16					
2025 HD	974.00	2,176.00	113.75	275.60	653.00	108.00	1,322.00	1,458.00	1,349.00	993.48	2,219.52	37.74	110.16					



Nicole DeGrave  
Account Manager  
Group Insurance

The Prudential Insurance Company of America  
20 N. Wacker Drive, Suite 3010  
Chicago, IL 60606  
Phone: 331-688-1542  
Email: Nicole.degrave@prudential.com

August 8, 2024

Scott Fuller  
USI Insurance Services LLC

RE: Renewal Coverage: BADD, BGL, LTD  
Control Number: 70975  
Policy Holder Name: City of Franklin

On behalf of Prudential, I would like to thank you for the opportunity to provide coverage over the recent policy period. As is customary this time of year, we have reviewed the rating and plan design for City of Franklin with Prudential.

The renewal evaluation has been completed and effective: January 1, 2025, the following renewal rates will apply.

BGL			
	Current Rates per \$1000	Rate Action	Quoted Rate per \$1000
	0.120	5%	0.126
TOTAL (EE)			
BADD			
	Current Rates per \$1000	Rate Action	Quoted Rate per \$1000
	0.020	0%	0.020
Disability Product Family Rates			
LTD			
	Current Rates per \$100	Rate Action	Quoted Rate per \$100
	0.350	0%	0.350
TOTAL (EE)			

NOTE: The rate for one or more coverage(s) offered under the Group Contract depends upon support from the rate charged for other coverages under the Group Contract. Premiums paid by the Plan for one coverage will cover some or all of the cost of another Plan coverage. Prudential is quoting this rate on the basis that the employer has reviewed the rate structure as described and will, if accepted, represent and warrant that (i) such arrangement is consistent with the requirement for use of plan assets and its fiduciary responsibilities under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) the coverages are being offered to the participants under a single ERISA plan; and (iii) the Plan's rate

GL.2008.148 ED. 3.2018 v7.4





Nicole DeGrave  
Account Manager  
Group Insurance

**The Prudential Insurance Company of America**  
20 N. Wacker Drive, Suite 3010  
Chicago, IL 60606  
Phone. 331-688-1542  
Email: Nicole.degrave@prudential.com

structure is consistent with Plan documents and related communications to participants

Since this is your plan decision, and Prudential does not provide tax or legal advice, you are encouraged to consult your own counsel

**Producer Disclosure:** As a condition of this proposal, Prudential requires the producer to fully disclose to client all commissions and fees payable to the producer by Prudential in connection with the proposed insurance coverage(s) and services. Prudential further requires that client consent, in writing, to the payment of all such commissions and fees by Prudential to the producer, a copy of which consent must be provided to Prudential at the point of sale.

**Cannabis Disclosure:** Prudential Group Insurance will not do business with entities engaged directly in cannabis activities in the United States. In addition, Prudential Group Insurance will not do business with a person or entity that does business or is affiliated with entities engaged directly in cannabis activities in the United States (affiliation may be determined based upon a particular ownership percentage of the equity of such business, or upon sharing a common parent with such a business)

**DOL Fiduciary Disclosure:** These materials are for informational or educational purposes. In providing these materials, Prudential (i) is not acting as fiduciary, as defined by the Department of Labor, to ERISA plans, plan participants or beneficiaries and is not giving fiduciary capacity and (ii) is not undertaking to provide impartial investment advice as Prudential will receive compensation for its products and services.

#### Basic AD & D Renewal

A census was used in our evaluation of the January 1, 2025 renewal. Based on the current inforce rate to new manual rate relationship, it has been determined that the BADD rate will continue at 0.02 per 1000, as of the renewal effective date. A 24 month rate guarantee will apply through January 1, 2027, subject to the terms and conditions of your group insurance contract.

#### Basic Group Life Renewal

A census was used in our evaluation of the January 1, 2025 renewal. Based on the current inforce rate to new manual rate relationship, it has been determined that the BGL rate will increase from 0.12 to 0.126 per 1000, as of the renewal effective date. A 24 month rate guarantee will apply through January 1, 2027, subject to the terms and conditions of your group insurance contract.

#### Long Term Disability Renewal

A census was used in our evaluation of the January 1, 2025 renewal. Based on the current inforce rate to new manual rate relationship, it has been determined that the LTD rate will continue at 0.35 per 100, as of the renewal effective date. A 24 month rate guarantee will apply through January 1, 2027, subject to the terms and conditions of your group insurance contract.

GL.2008.148 ED. 3.2018 v7.4







Nicole DeGrave  
Account Manager  
Group Insurance

**The Prudential Insurance Company of America**  
20 N. Wacker Drive, Suite 3010  
Chicago, IL 60606  
Phone: 331-688-1542  
Email: [Nicole.degrave@prudential.com](mailto:Nicole.degrave@prudential.com)

We appreciate the opportunity to provide Disability and Life coverages to City of Franklin and we look forward to continuing to work with you to meet our client's benefit needs.

Please review the attached "Notice Regarding Producer" Compensation and share it with your client. The client's payment of premium after the renewal date indicates that you and your client have received the notice and agree with its contents

Please feel free to contact me with any questions you may have regarding the renewal.

Sincerely,

Nicole DeGrave  
Account Manager



# **NOTICE REGARDING PRODUCER COMPENSATION**

## **External Producer**

**This section applies only if your producer is receiving commission and/or supplemental compensation.**

External producers are individuals or entities who represent you, the client, in the solicitation, negotiation or effectuation of the sale of insurance as their producer or consultant of record. The specific functions of external producers may vary but can include guidance through the proposal process and coordination of the client's data with one or more carriers. External producers are not Prudential employees and may have brokerage relationships with other insurance carriers. Please contact your producer for further information regarding their role during the proposal process and for information about any possible alternative quotes received from other insurance carriers.

Producers who place business with Prudential may be eligible to receive commissions and supplemental compensation unless you advise us otherwise.

Commissions are payable as a percentage of paid premiums, a fixed dollar amount, or as a dollar amount based on the total number of eligible lives or enrolled lives for as long as the producer is recognized as the Producer of Record on your policy.

Under Prudential's Supplemental Commission Program (SCP), supplemental compensation ranges from 0% to 10% of group insurance premium on Critical Illness, Accident, and Voluntary AD&D products and 0% to 7% of group insurance premium on all other products. The actual percentage payable under Prudential's SCP is determined based on the aggregate annual premium due on eligible cases that your producer has in force with Prudential. The cost of supplemental compensation is not charged directly to policies. As a result, your rates are unaffected whether or not your producer receives supplemental compensation. You or your producer can elect to opt out of Prudential's SCP.

More information about eligibility criteria and payment calculation under Prudential's SCP is available to clients on Prudential's website at [www.prudential.com/scp](http://www.prudential.com/scp). Questions regarding producer compensation may be e-mailed to [GLDI Broker Admin@prudential.com](mailto:GLDI Broker Admin@prudential.com). Or, if you would like to speak with someone about producer compensation, contact your Prudential representative or call (888) 598-5671 from 8am to 5pm Eastern time.

## **Internal Producer**

**This section only applies if your contract is issued in the State of New York**

Internal producers, including without limitation, sales representatives, account executives and other employees providing sales support, are individuals employed by The Prudential Insurance Company of America (Prudential) who are responsible for representing Prudential and our product portfolio during the proposal process. Prudential provides sales compensation to such internal producers when business is placed with our clients. Compensation varies based on the products placed, volume of premium and cases placed with Prudential but generally can be identified as production payments, goal-based payments, profitability, and/or direct or indirect compensation related to high achievement. An internal producer may be entitled to one or all of these types of compensation. Prudential is providing this disclosure on behalf of any and all such internal producers employed by Prudential in connection with the sales activity described herein.

You may obtain information about expected producer compensation, including information about alternative quotes, if any, based in whole or part on the sale and additional information about the specific internal producers involved in this transaction. This additional information regarding internal producer compensation may be requested via e-mail by writing to [Sales Data and Compensation@prudential.com](mailto:Sales Data and Compensation@prudential.com), or by calling 973-548-5100.

## **Life Insurance Mode of Settlement**

GL 2008 148 ED. 3.2018 v7 4

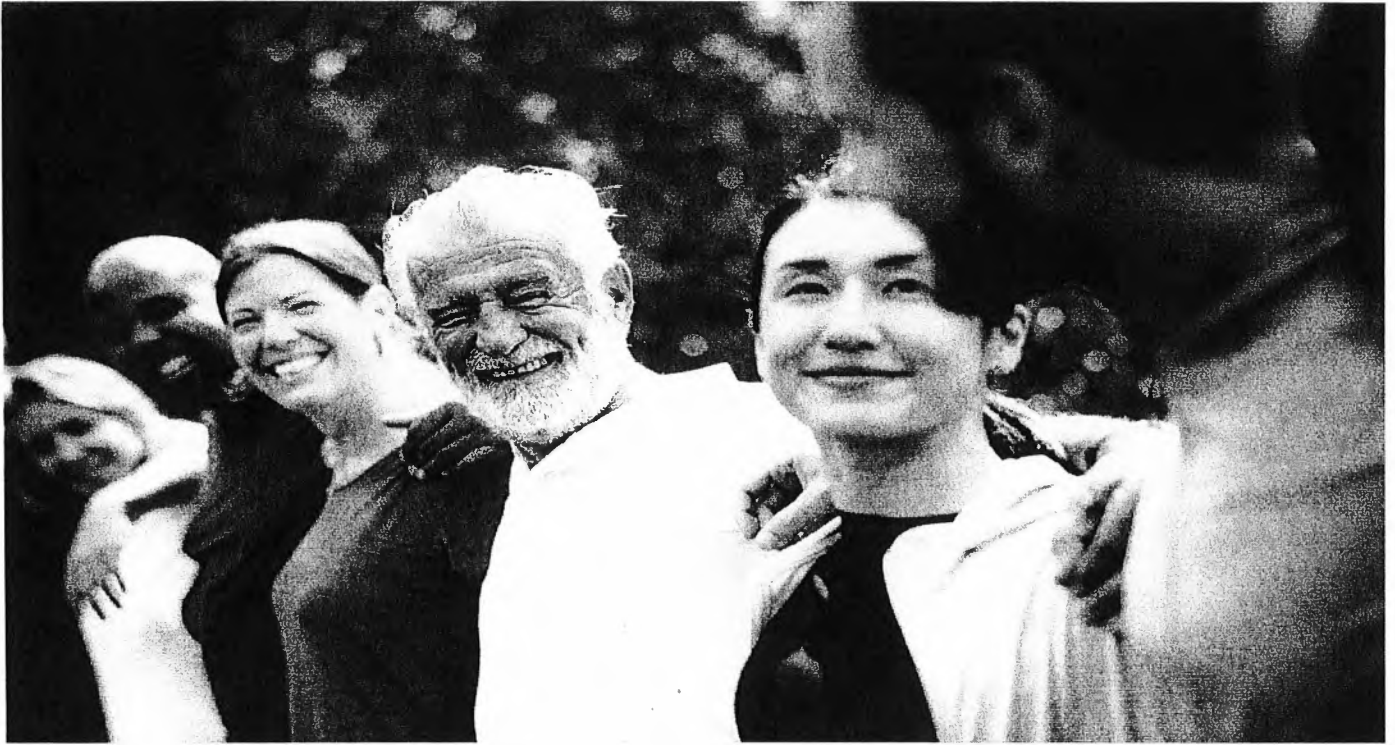




Prudential may make a range of settlement and payment options available to group life insurance beneficiaries based upon the type of life insurance coverage and agreement between Prudential and the Contract Holder. Subject to applicable state and federal law, the standard method of settling group term life insurance benefits of \$5,000 or more is via a retained asset account, such as Prudential's Alliance Account whereby funds are held with Prudential.

Regardless of the type of insurance, when a group life insurance benefit is paid via Prudential's Alliance Account, the full amount of life insurance proceeds payable to the claimant is settled in a single distribution by the establishment of an interest-bearing Alliance Account in the beneficiary's name. Beneficiaries are notified of claim approval resulting in Alliance Account settlement and are mailed a welcome kit containing a personalized draft book with drafts that the beneficiary can use as he/she would use bank checks. Alliance Account kits also contain disclosures explaining the operation of the account. The beneficiary can access all funds immediately, may leave funds in the account as long as desired, and preserves the ability to transfer all or some funds to other settlement options as available. Statements are mailed at least quarterly, or as frequently as monthly based on activity in the account. The Alliance Account has no monthly charges, per check charges or check reorder charges but may incur fees for special services such as stop payment requests, requests for check copies, or requests for priority delivery of additional checks, a complete list of applicable fees is available upon request. The Alliance Account begins earning interest immediately and continues earning interest until all funds are withdrawn or the account is closed based on any minimum balance requirement, in which event a close-out check is sent to the beneficiary. Interest is accrued daily, compounded daily, and credited monthly. The interest rate may change at any time, subject to a minimum rate applicable for successive 90 day periods, and is adjusted at Prudential's discretion based on variable economic factors and may be more or less than the rate Prudential earns on the funds in the account. Changes in the minimum interest rate, if any, are communicated to Alliance accountholders in advance via their quarterly statements or by calling customer support. Alliance Accounts include dedicated customer support and can obtain information 24-hours a day via an automated system. State law requires that if there is no account activity and we have not had contact with the accountholder after a number of years (which time period varies by state), the account may be considered dormant. If the Alliance Account becomes dormant, the accountholder will be mailed a check for the remaining balance plus interest, at their last address shown on our records. If the accountholder does not timely cash that check, their funds will be transferred to the state as unclaimed property. If the funds are transferred to the state, the accountholder may claim those funds from the state but may be charged a fee by the state. Once the funds are transferred to the state, we no longer have any liability with respect to the accountholder's Alliance Account.

The Alliance Account is backed by the financial strength of The Prudential Insurance Company of America. All funds are held within Prudential's general account. It is not FDIC insured because it is not a bank product. Funds held in the Alliance Account are guaranteed by State Guaranty Associations. Please contact the National Organization of Life and Health Insurance Guaranty Associations ([www.nolhga.com](http://www.nolhga.com)) to learn more about coverage or limitations. State Guaranty Fund coverages are not determined by Prudential. For further information, the State Department of Insurance may also be contacted. Prudential may contract with third parties to provide a check clearing, account servicing and processing support. Alliance is not available for payments less than \$5,000, payments to individuals residing outside the United States and its territories, and certain other payments. These payments will be paid by check. Beneficiaries may wish to consult a tax advisor regarding interest earned on the account. Prudential's Alliance Account is a registered trademark of The Prudential Insurance Company of America. Questions about Prudential's Alliance Account can be directed to Alliance Customer Service toll free at 877-255-4262 or by writing to Prudential Alliance Account, PO BOX 41582, Philadelphia, PA 19176.



July 2024

## A renewal presentation for City of Franklin

Presented to USI Insurance Services  
by Carolyn Wille



A UnitedHealthcare Company

# Renewal Services

Customer Name : City of Franklin  
Plan Renewal Date : 1/1/2025

All fees shown as per employee per month (PEPM) unless otherwise noted.

Proposed renewal fees assume all existing products and services written with UMR (known as The TPA) will be retained throughout the renewal period. New products and services may be added; however, proposed fees are subject to change and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees 1/1/2025	Renewal Fees 1/1/2026	Renewal Fees 1/1/2027
Medical claims	162	\$37.08	\$38.65	\$40.18	\$41.76
Medical client advisor commission		Net	Net	Net	Net
Required stop loss interface fee	193	Included	Included	Included	Included
Stop loss interface - If a non-preferred vendor is selected, this surcharge fee will also apply	193	Waived	Waived	Waived	Waived
UnitedHealthcare Choice Plus ® network - access fee	162	Included	Included	Included	Included
Medicare Employees	31	Included	Included	Included	Included
COBRA administration	162	\$0.79	\$1.05	\$1.05	\$1.05
Utilization Management (UM)	193	\$3.41	\$3.41	\$3.41	\$3.41
Complex Condition CARE	193	\$2.10	\$2.10	\$2.10	\$2.10
Ongoing Condition CARE	193	\$4.04	\$4.04	\$4.04	\$4.04
External Pharmacy Benefit Manager (PBM) Interface	193	\$8.40	\$8.40	\$8.40	\$8.40
Medical and pharmacy integration - per participating employee per month	162	\$0.53	\$0.53	\$0.53	\$0.53
Claim Fiduciary	193	Included	Included	Included	Included
UMR Health Reimbursement Account - per participating employee per month	162	\$4.20	\$4.20	\$4.20	\$4.20
Additional Net Base Fee	31	\$20.21	\$20.81	\$21.34	\$21.87
CRS Benchmark Program – Multiplan’s Complementary Network, Fee Negotiation and Data iSight - % of savings	193	22% with \$50,000 cap per claim	N/A	N/A	N/A
CRS Enhanced - % of Savings	193	N/A	20% with \$50,000 cap per claim	20% with \$50,000 cap per claim	20% with \$50,000 cap per claim

#### Payment Integrity Programs:

- Advanced Claim Review - 30% of savings
- Subrogation - 30% of recoveries
- Credit Balance Recovery - 20% of recoveries

Non-preferred vendor surcharge: The increase of the non-preferred stop loss vendor surcharge to \$5.00 PEPM is not applicable should stop loss remain with the incumbent vendor. If the stop loss moves to a different non-preferred vendor, then the fee increase would be applicable. If stop loss moves to a TPA preferred stop loss vendor the non-preferred vendor surcharge fee no longer applies.

UnitedHealthcare Choice Plus assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to: deductible, out-of-pocket, coinsurance and plan limitations. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies.

External PBM Vendors are subject to prior approval and may require additional fees. For groups with less than 100 subscribers, OptumRx is required.

# Additional Services

Customer Name : City of Franklin  
Plan Effective Date : 1/1/2025

All renewal fees are good for one year and are shown as per employee per month (PEPM) unless otherwise noted

Plan Administration	Current Fees	Renewal Fees 1/1/2025
ID card mailing charge - employee residence	Included with medical administration	Included with medical administration
Service Fee to Remit to Outside Vendors	Included with Pharmacy Benefit Manager Interface Fee	Included with Pharmacy Benefit Manager Interface Fee
Claim reprocessing - per claim	\$25.00	\$25.00
New York surcharge filing and administration - annual fee	Included with medical administration	Included with medical administration
OptumHealth <sup>SM</sup> Care Solutions - centers of excellence	Cost per transplant	Cost per transplant
Federal external review for appeals - for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage.	Up to 5 included, then \$500.00 per review	Up to 5 included, then \$500.00 per review
Summary Plan Document (SPD) Preparation Fee	Included with medical administration	Included with medical administration
Summary Plan Document (SPD) Amendment	Included with medical administration	Included with medical administration
Summary Plan Document (SPD) Standard Restatement (Incorporate)	Included with medical administration	Included with medical administration
Full/Partial Summary of Benefits and Coverage (SBC) creation with data the TPA has on file (includes initial SBC plus one amendment, electronic version only provided to employer)	Included with medical administration	Included with medical administration
Two or more SBC requests per year	\$500.00 per SBC per benefit plan	\$500.00 per SBC per benefit plan
<b>COBRA</b>		
COBRA outside vendor - \$0.05 per vendor	\$0.10	\$0.10
<b>CARE Services</b>		
CARE App Bluetooth Devices:	Additional charge:	Additional charge:
• Connected Bluetooth device capability that will let members track critical biometric data points for a range of devices and add them to their care plan, providing additional insight to their dedicated nurse. (Pricing subject to change)	Scale (Welch Allyn) - \$80 each Glucose Meter (Ascensia) - \$93 each Blood Pressure Cuff (Welch Allyn) - \$68 each Pulse Oximeter (Nonin) - \$225 each *pricing subject to change	Scale (Welch Allyn) - \$80 each Glucose Meter (Ascensia) - \$93 each Blood Pressure Cuff (Welch Allyn) - \$68 each Pulse Oximeter (Nonin) - \$225 each *pricing subject to change
<b>Reporting</b>		
Ad hoc reports and analysis - per hour (2 hours included with medical administration)	\$100.00	\$100.00
<b>Banking</b>		
Custodial banking - monthly fee (deposit required)	\$250	\$250

# Proposed Optional Services

**Customer Name : City of Franklin**  
**Policy Period : 1/1/2025 - 12/31/2025**  
**Subscribers : 193**

The TPA is pleased to provide the following proposal describing our services. Although the final terms of the arrangement will be reflected in the contracts between City of Franklin and the TPA, this document will provide supplemental information to the Administrative Services.

The quotation presented in the Financial Exhibits was based on the assumptions outlined in this document. *The information contained in this proposal is confidential.* This proposal requires a minimum lead time from notice of sale to the plan effective date for implementation. This will depend upon plan complexity and group size.

The following is a list of the standard administrative services offered by the TPA with year-one fees only listed. In addition to our standard services, we have indicated those additional services that may be offered at an additional fee. Any service not specifically listed within this document or confirmed in the RFP response is assumed to be excluded from quoted fees.

The fees and services listed below are for the policy period 1/1/2025 - 12/31/2025, and are subject to change. Listed fees may not match those shown elsewhere in this document for dates outside of this policy period. Fees listed here are superseded by those shown on the Renewal Services tab(s) or Additional Services tab.

Account Services		
Services	Included In Medical Claims Fee	Comments/Fees
Implementation and maintenance of account	Yes	
Representatives available for one enrollment meeting(s) annually	Yes	This assumes local business travel and normal hours.
Standard initial enrollment packets	Yes	Additional cost applies for home mailing of enrollment packets.
Standard ID card production and issuance mailed to employee's home address. Additional option is to mail bulk to group or locations.	Yes	
Standard ID card templates available for card design.	No	Additional fees: Pricing available upon request for new template.
Standard is one card issued for employee only coverage, two cards issued for employee plus spouse, employee plus partner, employee plus children; and family coverage.	No	Additional fees: \$1.00 per ID card charged for additional ID cards above the standard. Example: Group chooses to issue one card for each member.
City of Franklin logo on ID card	Yes	
TPA generated numeric alternative member ID (not based on SSN)	Yes	
Ongoing account management	Yes	
Prepare and deliver an electronic copy of one ERISA summary plan description (SPD), amendments, and one plan document for each plan, in English	Yes	City of Franklin is responsible for the legal sufficiency of these booklets. Printing and mailing of plan document, SPDs, and amendments is an additional fee of cost plus postage.
Eligibility processing:	Yes	
Electronic enrollment processing:		

Files from multiple locations are acceptable

**Submission Format.**

TPA standard format or HIPAA 834 Compliant Format

**Submission Frequency:**

Full file weekly with a full population file audit on a quarterly schedule (preferred)

Full file on any other frequency with a full population file audit on a quarterly schedule (acceptable)

Changes file on any frequency with a full population file on a quarterly schedule (acceptable)

Full file weekly or bi-weekly (acceptable)

**Transmission method:**

FTP with PGP encryption (preferred)

SSH, SFTP, SSL transfers (acceptable)

Standard accounting structure: Accommodates separate claims reporting for different benefit plans Accommodates separate claims data for different locations and groups	Yes	
Maintenance of all separate benefit plans	Yes	
Online invoicing which provides capabilities to: View all prior month's invoices online Sort and search enrollee information from downloadable Excel file Download current billing detail and request subscriber terminations	Yes	
Bill administrative, stop loss and optional service fee(s)	Yes	Additional fee to bill insured policies other than stop loss or transplant (if applicable)
Online services accessed through employer web site or umr.com such as: customer reporting access, electronic billing, and online administration options that include online eligibility maintenance, claim status inquiry, ID card request, and secure messaging	Yes	
Full/partial summary of benefits and coverage (SBC) creation with data the TPA has on file (includes initial SBC plus one amendment per year, electronic version only provided to employer)	Yes	
Translation of SBC into non-English text	No	Additional charge: cost of translation
Print and ship SBC to employer at open enrollment	No	Additional charge: cost plus postage (approval required)
Inclusion of outside vendor data in SBC in the TPA standard format (e.g. carved out benefits)	No	Additional charge: \$1,000 per SBC per benefit plan (approval required)
Any SBC created in excess of the initial SBC plus one revision to the initial SBC that is included with medical administration	No	Additional charge: \$500 per SBC per benefit plan
Service Fee to Remit to Outside Vendors	No	Additional charge: \$0.50 PEPM
External Pharmacy Benefit Manager (PBM) Interface Fee Implementation and maintenance of eligibility files Remitting payment on behalf of the PBM vendor Pharmacy claims detail imported into InfoPort, also used for Stop Loss, Care Management, and/or FSA auto-reimbursement if applicable Non-preferred PBM's are subject to prior approval and may require additional fees.	No	Additional charge: \$8.40 PEPM
Enrollment file sent to external vendor in the TPA file format	No	Additional charge: fees available upon request
Annual re-issuance of ID cards to all employees if changes in benefits do not occur	No	Additional charge: fees vary based on scope of request

**Online Customer Reporting**

Services	Included in Medical Claims Fee	Comments/Fees
Standard management reports	Yes	
Online access to InfoPort <sup>SM</sup> , internet-based employer reporting tool	Yes	
New York, Massachusetts, and Vermont surcharge reporting (medical claims)	Yes	

Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other health care professionals	Yes	
Provide required data necessary to enable City of Franklin to file Form 5500	Yes	
Non-Certified Reserve estimates	Yes	
Non-standard or ad hoc reports, or standard reports at a non-standard frequency. Up to two hours included.	Yes	Additional hours charged at \$100 per hour
The TPA optional summary analytic reporting application - expanded online customer reporting system. Up to three customer access-licenses are included.	No	Additional charge: \$0.40 PEPM Additional costs may apply if non-preferred PBM is used or for history loads or external vendor data feeds. There is an additional one-time charge of \$500 for each license in excess of three.

#### Banking Services

Services	Included in Medical Claims Fee	Comments/Fees
<b>Customer-Maintained Banking Services</b>		
Customer establishes and maintains bank account at bank of their choice and determines funding method. The TPA issues benefit payments from this account.	Yes	Assumes one bank account per customer
Internet reporting - cash disbursement reporting and monthly financial reporting	Yes	
Positive pay check fraud control services	No	Additional charge: \$1,000 annual fee if TPA supported automated file; \$1,500 annual fee if manual or non-supported file.
Banking – additional check register reporting for multiple locations or bank accounts	No	Additional charge: \$450 one-time setup fee per each additional source code
Bank account change after initial setup	No	Additional charge: \$500 one-time setup fee

#### Custodial Banking Services (Optional)

The TPA opens a bank account at an established TPA relationship bank (requires an initial deposit of one or two weeks estimated claims, depending on funding method selected).	No	Additional charge: \$250 monthly fee. Assumes one bank account.
<ul style="list-style-type: none"> <li>· Internet reporting - cash disbursement reporting and monthly financial reporting</li> <li>· Account reconciliation</li> <li>· Positive pay check-fraud control services</li> <li>· Stop payment requests, check copies, outstanding check list maintenance and reporting, and search letters for un-cashed check diligence</li> </ul>		

#### Financial Support Services

Services	Included in Medical Claims Fee	Comments/Fees
Basic claim projections using book of business assumptions for reserves and trend	Yes	
Basic benefit design changes & financial impact	Yes	
Basic premium-equivalent rate calculations	Yes	Not medically underwritten.
Actuarial Services performed by Optum Actuarial	No	Dependent upon complexity of request

#### Claim Services

Services	Included in Medical Claims Fee	Comments/Fees
Plan implementation of City of Franklin's employee benefits plans, setup of benefit design, eligibility data and a testing of sample claims	Yes	
Claim history load from prior administrator using an electronic method to load financial information to an individual's history. Standard items include calendar year deductible, out-of-pocket, lifetime maximums and mental health/substance use disorder lifetime maximums.	Yes	One standard accumulator load
Claim adjudication services	Yes	
Print and distribute standard explanation of benefit (EOB) forms	Yes	
Toll-free telephone number	Yes	Additional charge: dedicated toll-free telephone number \$1,000 one-time setup fee

Claim service representatives are available Monday through Friday, 24 hours a day (Hours are specific to the time zone of the customer's headquarters)	Yes	
Standard claim forms	Yes	Additional charge non-standard forms (when applicable)
Internal medical claim review of specific health care claims to promote coding accuracy, benefit interpretation, apply reimbursement and medical policy This includes utilization of software to evaluate claims prior to payment to guard against inappropriate unbundling of reimbursement requests	Yes	
Five federal external reviews for appeals for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage	Yes	Additional reviews will be charged at \$500 per review
Online notification of all checks issued	Yes	
Standard coordination of benefits for all claims when information is less than 12 months old	Yes	Service is provided to all City of Franklin participants
First-level appeal (mandatory)	Yes	Completed by claim appeal auditor in consultation with appropriate medical professional(s), if necessary Appeals are resolved according to current Department of Labor (DOL) regulations Does not include grievance process
Second-level appeal (when elected by the employer; may be voluntary or mandatory)	Yes	Completed by claim appeal auditor, not involved in first-level appeal, in consultation with appropriate medical professional(s), if necessary Appeals are resolved according to current DOL regulations Does not include grievance process
Access for your employees to the umr.com web site, providing a private, secure, easy-to-use application for customer care including <ul style="list-style-type: none"> <li>Claim status</li> <li>Eligibility information</li> <li>Search for network physicians and other health care providers</li> <li>Online health and well-being information</li> <li>Order a replacement ID card</li> <li>Member used online health assessment tool</li> <li>Links to pharmacy, mental health/substance use disorder, vision, flexible spending account, health reimbursement account, health savings account, and/or dental sites, if services provided by the TPA</li> </ul>	Yes	
During the term of the Agreement or six months following termination, City of Franklin or its representatives may perform an annual audit of TPA services, at its own expense, subject to the TPA standard requirements regarding prior notice, confidentiality, length, time and place, and findings	Yes	
Application of the Advanced Claim Review program - The TPA or its affiliate's board certified, same-specialty physicians will review claims and records of high-cost procedures Reviews may also be conducted using detection analytics Claims for which billing and/or coding errors are identified will be adjusted to reflect the appropriate payment amount	No	City of Franklin participants are enrolled in the Advanced Claim Review program City of Franklin will be billed 30% of the savings monthly
CRS Enhanced  Inadvertent Services – defined by the No Surprises Act of the 2021 Consolidated Appropriations Act, a going out rate based on a qualified payment amount is applied Provider disputes are settled through negotiations or Independent Dispute Resolutions according to this federal regulation All other claims will leverage a market rate-based reimbursement with comprehensive member advocacy	No	Additional charge 20% of savings with \$50,000 cap per claim
CRS Reference 2.0	No	Additional charge 32% of savings with \$50,000 cap per claim



Inadvertent Services – defined by the No Surprises Act of the 2021 Consolidated Appropriations Act, a going out rate based on a qualified payment amount is applied. Provider disputes are settled through negotiations or Independent Dispute Resolutions according to this federal regulation. All other claims will leverage secured and unsecured savings with member advocacy.

<p>Application of the TPA's OON programs provides additional savings on select facility and physician claims not eligible for standard network discounts (i.e., non-participating providers). Facility and physician savings programs apply to all medical products offering an out-of-network component on select out-of-network claims of network based plans. Our shared savings programs are designed to meet the needs of our customers and may include, but is not limited to, facility and physician fee schedules, facility and physician fee negotiation, physician and facility U&amp;C and MNRP. Our lead solution is our CRS Enhanced Program. Other solutions include CRS Benchmark, NPC<sup>2</sup> and CRS Reference. Inadvertent Services – defined by the No Surprises Act of the 2021 Consolidated Appropriations Act, a going out rate based on a qualified payment amount is applied. Provider disputes are settled through negotiations or Independent Dispute Resolutions according to this federal regulation.</p>	<p>No</p>	<p>Participants will automatically participate in one of our Shared Savings Programs.</p> <p>22% of savings and \$50,000 per claim savings cap will be billed for CRS Benchmark Program.</p> <p>\$4.00 PEPM and 22% of savings w/ a \$50,000 per claim savings cap will be billed for NPC<sup>2</sup>.</p> <p>25% of savings with a \$50,000 per claim savings cap will be billed for CRS Reference.</p>
<p>Non-Par Cost Containment Program (NPC<sup>2</sup>) - This solution will apply our MNRP program in which 110% or 140% of Medicare, gap methodology or default pricing will be utilized for all out of network claims with the exception of surprise bills, as defined by the No Surprises Act of the 2021 Consolidated Appropriations Act, a going out rate based on a qualified payment amount is applied. Provider disputes are settled through negotiations or Independent Dispute Resolutions according to this federal regulation.</p>	<p>No</p>	<p>Additional charge \$10.00 PEPM</p>
<p>Claim reprocessing (due to situations such as retroactive benefit or eligibility changes made by customer)</p>	<p>No</p>	<p>Additional charge \$25.00 per claim</p>
<p>Non-standard EOBs, and/or copies of EOBs sent to the employer</p>	<p>No</p>	<p>Inclusion of plan logo is permissible. Additional charge \$150 per hour for any other changes requiring system reconfiguration.</p>
<p>Claims fiduciary</p>	<p>Yes</p>	
<p>Run-out claims following the termination of our contract -</p> <p>The TPA's standard is to process claims incurred prior to termination for a 6 or 12 month period following termination. For this service, the customer will pay the TPA a fee equal to two (2) months or three (3) months respectively of the last active month's fees for base administration (exclusive of any Rx Rebate credit) and network access. These fees are due and payable prior to the termination date. The TPA will only process run-out claims if the customer is current with all premium and fee obligations. Other fees that may continue past the termination of the contract, include, but are not limited to: CRS fees, subrogation fees, fees for non-standard termination or ad-hoc reports, monthly or annual banking fees (if applicable), early termination penalties (if any), and Value Based Contracting fees (if using the Choice+ network).</p>	<p>No</p>	<p>Fee available upon termination</p>
<p>Application of post-payment subrogation services</p>	<p>No</p>	<p>Service is provided to all City of Franklin participants. City of Franklin will be billed 30% of the subrogation recoveries on a monthly basis.</p>

Administration of plans requiring integrated medical and pharmacy deductible and out of pocket with integrated PBM or other integrated service provider (list available upon request)	No	Additional charge: \$0.53 PPPM (per participating employee per month) - Not available for non-integrated service providers unless prior approval from the TPA received, and subject to additional fees
HRA/PBM Electronic Balance Exchange Service fee for the integration and maintenance of UMR CPS HRA and external PBM to allow file-based HRA balance exchange for point-of-sale access to HRA dollars at the pharmacy.	No	Additional charge: \$1.00 PEPM
Non-Emergent Benefit Administration Administration fee for customer-elected non-emergent benefit differential	No	Additional charge: \$0.33 PMPM

**Optional Claim Services**

**Included in Medical**

Services	Claims Fee	Comments/Fees
Credit balance recoveries (AIM ledger initiated audit)	No	Service is provided to all City of Franklin participants. City of Franklin will be billed 20% of recoveries on a monthly basis. The TPA contracts with an outside audit firm that audits credit balances from various hospitals. If the outside audit firm identifies that this Plan is owed a refund, the refund minus the auditing firms' commission, will be sent to the Plan Sponsor.
Overpayment recoveries - The TPA shall make an attempt to recover overpayments over \$100 by requesting repayment. In the event the above recovery attempts are unsuccessful, the Plan Sponsor will receive written communication outlining the legal recovery process.	No	Fees are contingent upon additional recovery process requested.

**Consumer Advocacy**

Service	Fee Shown on Renewal Services Tab	Comments/Fees
<b>GenerationYou (GenYou):</b> GenerationYou (or "GenYou") is a consumer experience within the TPA which weaves together robust advocacy and comprehensive clinical programs across digital platforms, creating a fresh, dynamic approach to member engagement, including: <ul style="list-style-type: none"> <li>· <b>Omni-channel member experience:</b> <ul style="list-style-type: none"> <li>· A <b>GenYou</b> mobile app experience</li> <li>· Engaging e-mail campaigns</li> <li>· Outbound SMS text reminders</li> <li>· GenYou Guides accessible by call or chat</li> </ul> </li> <li>· <b>24x7 Support</b> members receive the help they want, when they want it, with around the clock accessibility.</li> <li>· <b>Integrated, comprehensive clinical support</b> through licensed nurses and social workers</li> <li>· <b>Embedded incentives pre-built inside the program</b> including "The Story of You" (\$25 reward card) and Care Prepare Consultations.</li> <li>· Via real-time, <b>personalized alerts and notifications</b> through "Things to Do", members receive dynamic, personalized, high-value offers to help them make the most optimal decisions.</li> <li>· Through <b>intercept &amp; redirect</b> guides will reach out to members who have made (or are likely to make) non-optimal decisions in pursuing care from an out of network provider, or from a non-optimal physician or facility in attempt to redirect their care to a more optimal setting.</li> </ul>	No	Additional charge: \$4.55 PEPM - GenerationYou CARE Support or Complex Condition CARE required

**CARE Services - per employee, per month (PEPM)**

Service	Fee Shown on Administrative Services Tab	Comments/Fees
<b>Utilization Management (UM):</b> Generally, the UMR Utilization Management program is comprised of the following:	Yes	

Concurrent review (including level of care) for inpatient, behavioral health, skilled nursing facility, acute rehabilitation and home health care

Identification/referral of targeted cases to CARE case management programs

For services requiring prior authorization

Peer to peer reviews

Pre and post service appeals

Independent medical review

Discharge planning

Dynamic, clinical and value-based recommended prior authorization service list selections, including targeted specialty medications/injectables

Dedicated expert inpatient, durable medical equipment, specialty medication/injectable, and other key specialized services management

CARE Consultant expertise for design and cost control

UHN managed care network product protocol alignment, when applicable

Savings and utilization based standard reporting

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**Complex Condition CARE:**

Yes

Complex Condition CARE assessments

Coordination with complex treatment plan

Specialized transplant, oncology, behavioral health and high-risk newborns

High-risk pregnancies

Behavioral health and substance use disorder

Potential high-dollar treatment/ services, including stop loss

CARE App

CARE Cues

Independent medical review

Standard reports

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**Emerging CARE:**

No

Additional charge \$0 50 PEPM

Identify members recently discharged with specific conditions

Preadmission counseling

Frequent ER use

Readmission prevention

Support CARE App

Standard reports

Note Must also purchase Complex Condition CARE

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**Complex Condition CARE +:**

No

Additional charge \$5 00 PEPM

Support and care coordination with members and their family going through complex treatment plan

Specialized transplant, oncology, behavioral health and high-risk newborns

More outreach to members

Behavioral health and substance use disorder

High cost claim management

CARE App with remote patient monitoring

Nurse Practitioner weekly rounds

CARE Cues

Standard reports

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**NurseLine<sup>SM</sup> (NL):**

No

Additional charge \$0 50 PEPM

24 hours a day, seven days a week access to trained registered nurses providing triage direction, potential treatment options, appropriate use of medications and health education information

140 languages, including English and Spanish

Hearing assistance accommodations

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**Ongoing Condition CARE:**

Yes

Identification and stratification  
 Member recruitment  
 Management of Respiratory Disorders, Cardiovascular Disorders, Mental Health Disorders, Diabetes (pediatric & adult), Neuromuscular Disorders, Gastrointestinal Disorders, Chronic Kidney Disease (CKD), Blood Disorders, Cancer and Rheumatoid Arthritis  
 One-on-one telephonic sessions with a CARE nurse  
 CARE App  
 Educational materials  
 Quarterly electronic newsletters  
 Online Internet resources  
 Standard reports  
 CARE Cues (Not available with Quantum)  
 AI predictive modeling

<b>Maternity CARE:</b> Identification and stratification by self referral, Web enrollment, or clinical health risk assessment (CHRA) Member recruitment CARE App Support person education and call One-on-one telephonic sessions with a registered CARE nurse (OB/GYN background), one per trimester and one post-delivery call Pre-pregnancy support (member self referral and CHRA) Educational materials Virtual pregnancy education classes and virtual breastfeeding education classes and support group Incentive reward for first or second trimester enrollees High-risk referral for Complex Condition CARE CARE Cues (Not available with Quantum) Standard reports	No	Additional charge \$0 65 PEPM
<b>Wellness CARE Comprehensive Program:</b> Identification and stratification via clinical health risk assessment (CHRA) Web or paper based CHRA with mailed results packet to employee Up to 10 telephonic sessions with a CARE coach (weight management, stress management, pre-diabetes, increasing activity, tobacco and nicotine cessation and more) CARE App Educational materials Member recruitment Online Internet resources Actions plans (online behavioral-based educational modules) CARE Cues (Not available with Quantum) Standard reports	No	Additional charge \$3 95 PEPM
<b>Online Events and Challenges:</b> (Must also purchase either transactional or comprehensive Wellness CARE) - online tracking of program participation and incentive points earned in association with completion of CHRA, events and challenges, and action plans Includes self-reported or batch-loaded events and challenges and reporting capabilities	No	Additional charge \$1 15 PEPM
<b>Emergency Room Support Program:</b> Provides outreach and clinical support to individuals who have five or more times in 12 month period Nurses will provide	No	Additional charge \$0 25 PEPM Note Must also purchase Complex Condition CARE
Education on appropriate levels of care Address barriers Connect members with providers Assist in managing conditions	No	Additional charge \$0 12 PEPM
<b>Persistent Back and Neck Pain CARE.</b>	No	Additional charge \$0 12 PEPM

Telephonic sessions addressing spinal musculoskeletal chronic pain that includes those members who use opioids for long term pain relief.

Recruited to work with a CARE nurse on lifestyle changes, alternatives to narcotics for pain relief, review for depression and quality of life

- Includes access to the CARE App
- Referrals into other CARE programs
- CARE Cues (Not available with Quantum)
- Standard reports

External Vendor Specialty Injectables / Medications Coordination Fee	No	Additional charge: \$0.35 PEPM
<ul style="list-style-type: none"> <li>• This is required for carving out specialty drug(s) which also includes carveouts to vendor(s) including PBM, alternate funding vendor and other external vendors. This applies to one or multiple drugs being carved out from medical plan</li> </ul>		

Specialty Injectables / Medications Link / Drug List Management	No	Additional charge \$0.20 PEPM
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**CARE - Additional Services**

Service	Fee Shown on Administrative Services Tab	Comments/Fees
Wellness CARE Transactional		

Lifestyle Coaching:	No	Additional charge: \$ 430.00 per case NOTE: Must also purchase CHRAs
<ul style="list-style-type: none"> <li>• Identification and stratification via clinical health risk assessment (CHRA) – CHRAs sold separately</li> <li>• Up to five telephonic sessions with a CARE coach (weight management, stress management, pre-diabetes, increasing activity, tobacco and nicotine cessation and more)</li> <li>• Educational materials</li> <li>• Member recruitment</li> <li>• Online Internet resources</li> <li>• Actions plans (online behavioral-based educational modules)</li> <li>• CARE Cues (Not available with Quantum)</li> <li>• Standard reports</li> </ul>		

CHRA Review:	No	Additional charge: \$ 130.00 per review NOTE: Must also purchase CHRAs
<ul style="list-style-type: none"> <li>• One telephonic session with a CARE coach to review clinical health risk assessment (CHRA) results - CHRAs sold separately. Includes biometrics screening review (if applicable)</li> <li>• Educational materials</li> <li>• CARE Cues (Not available with Quantum)</li> <li>• Standard report</li> </ul>		

Biometrics Only without Wellness CARE Integration Fee:	No	Additional charge: \$6.50 per submission
<ul style="list-style-type: none"> <li>• Allows members to submit their biometrics without having to complete a CHRA.</li> </ul>		

UMR Physicians Lab Form & Biometrics Only without Wellness CARE Integration Fee Bundle :	No	Additional charge \$15.00 per submission
<ul style="list-style-type: none"> <li>• Allows members to submit their physician lab form without having to complete a CHRA.</li> </ul>		

Tobacco and Nicotine Cessation Program	No	Additional charge: \$ 430.00 per case
<ul style="list-style-type: none"> <li>• Up to five telephonic sessions with a CARE coach (define a personalized quit plan, educate on harmful effects of tobacco, act as an accountability partner)</li> <li>• Educational materials</li> <li>• Online Internet resources</li> <li>• Actions plans (online behavioral-based educational modules)</li> <li>• Outreach at six and 12 months to determine if member returned to tobacco (check-in only, not additional coaching)</li> <li>• Standard reports</li> </ul>		

Nicotine Replacement Therapy (NRT) (requires purchase of Comprehensive H&W Program, Lifestyle Coaching and/or Tobacco and Nicotine Cessation Program)	No	Additional charge NRT patches - \$105 per six week supply per participant, NRT gum - \$165 per six week supply per participant The supply is an add on for Comprehensive H&W Program, Lifestyle Coaching and/or Tobacco and Nicotine Cessation Program
Web-based clinical health risk assessment (CHRA) with mailed results packet to member	No	Additional charge \$6 50 per CHRA
Paper-based CHRA with mailed results packet to member	No	Additional charge \$13 00 per CHRA
<b>Biometrics (NOTE: Pricing is subject to change per UMR contract with vendor. Special requests or late changes may incur additional fees Contact your TPA representative for further information.)</b>		
Onsite Fingertick Lipid Panel (30 minimum per event) - State specific fees may be applicable	No	Additional charge \$52 50/screening
Onsite Venipuncture Basic (Lipid Glucose) Panel	No	Additional charge \$52 50/screening (20+), \$62 00/screening (16-19), \$90 50/screening (11-15), \$143 00/screening (7-10), \$170 00/screening (1)
Onsite Venipuncture Comprehensive Panel	No	Additional charge \$80 00/screening (20+), \$92 00/screening (16-19), \$135 50/screening (11-15), \$179 00/screening (7-10), \$195 00/screening (1)
Basic Venipuncture Panel at Remote Lab	No	Additional charge \$66 50/screening
Comprehensive Venipuncture Panel at Remote Lab	No	Additional charge \$83 00/screening
Additional fingertick screenings available with on-site event (15 minimum per event per test)	No	Additional charge • Prostate specific antigen - \$20 00/screening • Hemoglobin A1C - \$18 50/screening • Cotinine - \$18 50/screening (Fingertick) or \$35 50/screening (Saliva Swab)
Additional venipuncture screenings available with on-site event or remote lab	No	Additional charge • Prostate specific antigen - \$14 00/screening • Hemoglobin A1C - \$9 50/screening • Cotinine - \$15 00/screening • EGRF - \$4 15/screening • EGRF + A1C - \$7 00/screening
On-site Stand Alone Cotinine Saliva Swab (30 minimum per event)	No	Additional charge \$45 00/screening
On-site Stand Alone Cotinine Venipuncture (20 minimum per event)	No	Additional charge \$46 00/screening
Stand Alone Cotinine Venipuncture at Remote Lab (No Minimum)	No	Additional charge \$38 50/screening
Home Kits Lipid with Glucose or A1C, Cotinine Only	No	Additional charge • Mailing fee \$22 00 per kit mailed • Processing Fee \$35 00 per kit processed • Add on Cotinine \$12 00 per kit processed
Home Kit. Colorectal Cancer Screening	No	Additional charge • Mailing fee \$15 00 per kit mailed • Processing Fee \$30 00 per kit processed
Additional screener	No	Additional charge \$89 00 per hour with 4 hour minimum
Registration Clerk Vendor provides 1 registration clerk at no additional cost for Events with 50 or more Projected Participants Additional Staff dedicated solely to registration clerk responsibilities are at the noted rate	No	Additional charge \$45 00 per hour
Bilingual Screeners	No	Additional charge \$89 00 per hour with 4 hour minimum
MyGuide Addon	No	Additional charge \$8 25 - Addon to Fingertick (online and mailed report) \$3 50 - Addon to Fingertick (online only report) \$6 00 - Addon to Venipuncture (online and mailed report)
Flu Shot Vouchers (minimums may vary see CARE representative)	No	Pricing Good until 04/30/2025 Walgreens Pharmacy Flu Voucher \$71 50/voucher Walmart Pharmacy Flu Voucher \$71 50/voucher CVS Pharmacy Flu Voucher \$71 50/voucher High Dose Flu Voucher 65+ at all three locations \$71 50/voucher
PDHI Physician Lab Forms available with or without biometrics	No	Additional charge \$8 80/form

On-site flu shots (require a minimum of 30 participants)	No	Pricing Good until 04/30/2025 \$48.50/vaccine
Privacy Screens 6' x 6' privacy curtain (Fees are per screen per Event)	No	Additional charge \$37 00/screen
Real Appeal - Year-long weight loss program	No	Session costs paid through medical claims (Contact your TPA representative for further information )

- Promotional/communication assistance and materials
- Initial welcome session
- Weekly, Web-based group session
- Ongoing, Web-based (face-to-face) individual coaching
- Success kit (mailed to participant's home) - program success guide, nutrition guide and fitness guide, blender, body weight scale, food scale, workout DVDs, fitness band and more
- Online/mobile tools to track nutrition and physical activity
- Standard reports

CARE App Bluetooth Devices. • Connected Bluetooth device capability that will let members track critical biometric data points for a range of devices and add them to their care plan, providing additional insight to their dedicated nurse.	No	Additional charge. Scale (Welch Allyn) - \$95 each Glucose Meter (Ascensia) - \$95 each Blood Pressure Cuff (Welch Allyn) - \$85 each Pulse Oximeter (Nonin) - \$225 each *pricing subject to change
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<b>Centers of Excellence (COEs)</b>		
Services	Included in Medical Claims Fee	Comments/Fees
Transplant Resource Services (TRS)	No	Access to Optum's Transplant Centers of Excellence Fee per transplant type
Transplant Network Access TAP	No	Transplant Network Access (TAP) Optum's secondary network. Addresses the challenge when a member opts to seek care with transplant outside of the primary Optum COE network Additional fees will apply
Ventricular Assist Devices (VAD) Option	No	Ventricular Assist Devices (VAD) For members with a weakened heart or heart failure, cardiologists often recommend a Ventricular Assist Device (VAD), while awaiting a heart transplant or as a long-term treatment. Additional fees will apply
Extra Contractual Services (ECS) Option under Transplant Resource Services with description and fee	No	Extra Contractual Services (ECS) The fees are 15% of savings, calculated as the difference between charges per the applicable Network and the Network Provider's usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above.
Specialized Physician Review (SPR) Option under Transplant Resource Services with description and fee	No	Specialized Physician Review (SPR) Second opinion/book by a Optum expert physician as to the proposed treatment. Additional fees will apply
<b>Specialist Management Solutions (SMS)</b> Connects employees and their family members to specialty surgeons in their communities who help them choose the appropriate settings for their procedures. Surgeons in the SMS alliance regularly use high-quality ambulatory surgery centers (ASCs) Additional focus on MSK and use of center of excellence (COEs) facilities from early spine & joint pain onset through treatment, surgery and beyond.	No	Additional charge: \$1,500 per case rate
<b>Bariatric Resource Services (BRS):</b> Access to Optum's Centers of Excellence for select bariatric surgeries.	No	Additional charge \$3,600 00 annual fee
<b>Cancer Resource Services (CRS):</b> Access to the Cancer Centers of Excellence network of providers with proven quality and efficiency of care	No	Additional charge \$0.22 PEPM. This rate is charged to the entire group.
<b>Kidney Resource Services (KRS):</b>	No	No Charge

- Access to Optum kidney dialysis preferred provider network
- Note this is not a Center of Excellence. No charge for clients with Choice Plus or Options Networks.

Rental Network charges will apply when utilized.	No	18% of savings with a \$4,500 maximum per case per calendar month
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<b>Congenital Heart Disease Resource Services (CHDRS):</b>	No	Additional charge: \$0.07 PEPM
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- Access to the Optum's CHD Centers of Excellence.

<b>Fertility Solutions:</b>	No	Additional charge: \$10,920.00 annual fee
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- Access to leading fertility Centers of Excellence providers
- Access to specialized fertility nurse case managers

**Network Services**

Services	Included in Medical Claims Fee	Comments/Fees
Network access, management and administrative activities including physician (and other health care professional) relations, clinical profiling, contracting (including Value Based Contracting) and credentialing, network analysis and system development and verification of provider participating status and re-pricing to established contractual allowances	Yes	Managed by network(s): · Excludes direct contract arrangements held by Plan Sponsor · Not applicable to Medicare primary claims · Network access par and non-par administration and repricing do not apply to Medicare primary claims
Printing of provider directories	No	Additional charge: cost plus postage. On-line directories available at no charge.
Premium Designation Network	Yes	No additional charge, Plan Advisor is recommended.
High Performance Network Fee: Applies on selection of a high performance network (NexusACO and Core)	No	Additional charge: \$2.00 PEPM

**Discount Card Program**

Services	Included in Medical Claims Fee	Comments/Fees
Discount Card program enabling individuals to access pre-negotiated savings on out-of-pocket health care purchases. The program includes savings for:		Available for products not currently being quoted by the TPA
Health care discount card - vision only	No	Additional charge: \$0.75 PEPM
Health care discount card - dental only	No	Additional charge: \$1.50 PEPM
Health care discount card - vision and dental only	No	Additional charge: \$1.85 PEPM
Health care discount card - vision, dental and hearing	No	Additional charge: \$1.95 PEPM

**Lifestyle Account (LSA)**

Service	Fee Shown on Renewal Services Tab	Comments/Fees
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Standard administration services Integrated Account Operating System	No	Additional charge \$4 00 per participating employee per month
Reimbursement minimum of \$10 00, \$25 00 or \$50 00 Control check and payment processes Customer care representation during normal business hours Eligibility information processed via electronic file submission (SFTP or EDT) with a standard frequency of every other week Direct deposit of payments to employee bank accounts, member must elect. Strategic planning, support and plan modeling Choose any combination of predetermined expenses, or add up to 15 custom taxable expenses. Choose from various annual rollover configurations and asset accumulation options. Choose from various options for proration Reporting package matches FSA Internet services with summary and detail level views on account activity of LSA contribution amount. Online and mobile claims submission. Interactive voice response and internet inquiry system Extensive consumer education options and materials for effective member communication campaigns Free member mobile application with claim submission, summary and detail level views of account activity		

Customer reports (employee statements)	No	Additional charge. Cost to set-up a custom template plus applicable printing cost plus postage
Check reimbursement with no minimum	No	Additional charge. \$0.50 PEPAPM
LSA run-in claims -- set-up	No	Additional charge: \$2,000 one-time setup cost
<b>Flexible Spending Account (FSA) Services</b>		

Service	Fee Shown on Renewal Services Tab	Comments/Fees
Standard FSA services including: Extensive consumer education options and materials for effective member communications campaigns Single claim submission with automatic roll-over from the TPA medical system Reimbursement minimum of \$10 00, \$25.00 or \$50 00 Control check and payment processes Customer care representation during normal business hours Eligibility information processed via electronic file submission (FTP or EDT) or tape cartridge with a standard frequency of every other week Strategic planning support and plan modeling Standard FSA banking arrangements using separate bank account for FSA plan Online claims submittal and FSA estimator tools Direct deposit of payments to employee bank accounts, member must elect Standard internet services with summary and detail level views of account activity Interactive voice response and internet inquiry system Free member mobile application with claim submittal, summary and detail level views of account activity Approved vendor file adjudication FSA claim administration for over-the-counter medication Standard reports	No	Additional charge: \$4 75 PPEPM (per participating employee per month) - health care account (HCA) Assumes a 20% enrollment.  Additional charge \$3.75 PPEPM (per participating employee per month) - dependent care account (DCA).
Non-approved vendor file adjudication	No	Additional charge: fees available upon request

Check reimbursement with no minimum	No	Additional charge \$0 50 PEPAPM
Debit Card, which offers direct payment for FSA and/or Parking and Transportation out-of-pocket expenses (not available with HSA)	No	Additional charge: \$1.40 Per Card Per Month (with Medical) \$1 90 Per Card Per Month (standalone)
Auto-reimbursement not selected	No	Additional charge: \$0 50 PEPAPM
FSA run-in claims – set-up	No	Additional charge: \$2,000 one-time setup cost
Printing of plan booklet with mailing to customer	No	Additional charge: cost plus postage.
Transportation and parking	No	Additional charge: \$4.75 PEPAPM
Nondiscrimination testing, to ensure that contribution elections remain within the guidelines established by the IRS	No	Additional charge: actual vendor cost

### Health Reimbursement Account (HRA)

Service	Fee Shown on Renewal Services Tab	Comments/Fees
<p>Standard administration services:</p> <ul style="list-style-type: none"> <li>· Integrates with the claim administration of the medical plan, allows automated rollover processing <ul style="list-style-type: none"> <li>HRA and medical plan claims are paid on a single check to provider</li> <li>One explanation of benefits (EOB) combined with medical plan payments</li> </ul> </li> <li>· Position HRA as first dollar coverage or with front-end deductible <ul style="list-style-type: none"> <li>Strategic planning support and plan modeling</li> <li>Choose from various annual rollover configurations and asset accumulation options</li> <li>Choose from various options for proration</li> <li>HRA-specific reporting package</li> <li>Standard internet services with summary and detail level views on account activity of HRA contribution amount</li> <li>Extensive consumer education options and materials for effective member communication campaigns</li> </ul> </li> </ul>	Yes	
<p>Incentive contribution(s) to a Health Reimbursement Account + Incentive\$ (HRA +) or Lifestyle Accounts (LSA)</p> <p>Customer must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with Reporting (formerly Custom: Advanced), CareSearch Reward\$, or Health &amp; Fitness Reward\$ as well as have an underlying Health Reimbursement Account (HRA) to elect this reward type.</p>	No	<p>Additional charge: \$1 17 PEPM</p> <p>Fee is in addition to the underlying/base HRA administration fee, as well as up to 12 deposits per year, processed monthly</p>
<p>· Debit Card (if the HRA is to cover pharmacy, a debit card can be purchased to coordinate these pharmacy expenses applying to the HRA)</p>	No	<p>Additional charge: \$1.40 Per Card Per Month (with Medical) \$1.90 Per Card Per Month (standalone)</p>

### Qualified High-Deductible Health Plan (QHDHP)

Service	Fee Shown on Renewal Services Tab	Comments/Fees
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Standard administration services:	Yes
<ul style="list-style-type: none"> <li>· QHDHP plan design(s) meet the IRS requirements</li> <li>· Coordinate implementation with multiple preferred financial institution partners for health savings account trustee services</li> <li>· No requirements to use one of the preferred financial institution partners</li> <li>· Employer's ability to set-up and administer various contribution schedules and strategies based on specific needs</li> <li>· Assist with setting up payroll connectivity to preferred processors</li> <li>· Streamlined administration and setup</li> <li>· Access to internet-based consumer tools</li> <li>· Strategic planning support and plan modeling</li> <li>· Product-specific reporting package</li> <li>· Access to Web-based consumer tools</li> <li>· Links to preferred financial institutions' account management tools</li> <li>· Extensive consumer education options and materials for effective member communication campaigns</li> </ul>	

### COBRA Administration

Service	Fee Shown on Renewal	
	Services Tab	Comments/Fees
COBRA Administration - Special Services - Customized Monthly Reports	No	Additional charge: \$75 per hour
COBRA Administration - Special Services - Late Fee Notices	No	Additional charge: \$17 per Notice
COBRA Administration - Special Services - Open-Enrollment Packets	No	Additional charge: \$5 per Packet
COBRA Services:	Yes	
<ul style="list-style-type: none"> <li>· Collect and process monthly premium payments</li> <li>· Review disability status for COBRA extensions</li> <li>· Send termination and conversion rights letters</li> <li>· Notification letters by mail</li> <li>· Initial (DOL) letters for new hires</li> <li>· Two additional TPA lines of coverage</li> <li>· Dedicated COBRA Administrator assigned as day-to-day contact</li> <li>· Dedicated call team available to answer questions Monday – Friday between 7 AM – 7 PM CST</li> <li>· Online COBRA member portal available 24 hours a day 7 days a week</li> <li>· Customer reporting</li> </ul>		
COBRA – billing for outside vendors	No	Additional charge: \$0.05 PEPM for each additional vendor
COBRA – additional TPA lines of coverage	No	Additional charge: \$0.05 PEPM for each additional line

### Dental Administration Services

Service	Fee Shown on Renewal	
	Services Tab	Comments/Fees
Dental claims administration services	No	Additional charge: \$3.65 PEPM, excludes run-in
Dental utilization management – in-house consultant	No	No additional charge
Dental utilization management – American Dental Examiners (ADE)	No	Additional charge: \$28.00 per review

### Vision Administration Services

Service	Fee Shown on Renewal	
	Services Tab	Comments/Fees
Vision claims administration - indemnity vision benefit included with the medical plan document	No	Additional charge: \$1.00 PEPM
Vision claims administration - indemnity vision benefit independent of the medical plan document	No	Additional charge: \$1.75 PEPM
Spectera Vision - self-funded	No	Additional charge: \$1.50 PEPM

### Short-term Disability Services (STD)

**Fee Shown on Renewal**

Service	Services Tab	Comments/Fees
STD claim administration services	No	Additional charge: \$3.00 PEPM excludes run-in.
STD clinical consultation	No	
STD check processing	No	Additional charge: \$0.10 PEPM

**Stop Loss Services (SL)**

Services	Included in Medical Claims Fee	Comments/Fees
Interface with the TPA's preferred third party stop loss vendors. Services include: daily monitoring of received/processed claims and care management transactions, premium billing and collection, and plan document changes/updates to the carrier for the TPA's preferred vendors when stop loss coverage has been placed by the TPA	Yes	
Stop loss coverage placed with a non-preferred vendors - additional surcharge	No	Additional charge: \$0.00 PEPM
Fees will continue to apply whenever third-party (non-UnitedHealthcare Insurance Company) stop loss is placed over UnitedHealthcare and its affiliates' plan administration.		

**Other Additional Services**

Service	Fee Shown on Administrative Services Tab	Comments/Fees
Case management and claims services coordination with insured medical carve out carriers, including transplant carve outs	No	Additional charge: \$0.35 PEPM
Customized communication materials	No	Additional fees would apply.
Custom member satisfaction survey	No	Pricing will vary depending on survey variance and methodology.
Bill life, short-term disability (STD), and long-term disability (LTD) premiums (if applicable)	No	Fee available upon request
Non-standard contracts that would include customized style sheets, foreign language translations, and engagement of the TPA attorneys for negotiation of the agreements	No	Additional fees would apply
Medical Copay Card Savings · Advocates review member claim history and pre-authorization information to identify and assist members to enroll in manufacturer copay assistance programs. · Medical claims for qualified medications will be repriced, modifying the member copay amounts and adjusting accumulated member out of pocket balances based on eligible copay assistance.	No	Additional charge: 30% of the Savings Obtained, to be paid through a withdrawal from the Bank Account. Savings Obtained means the sum of the new copay amount plus the member responsibility, less the sum of the prior coinsurance and copay amounts.
AbleTo Digital+ 8 week mental health coaching program for depression, social anxiety and general anxiety	No	Additional charge: \$ 310.00 per case
<b>Plan Advisor:</b> Plan Advisor member advocacy service - a personal guide for all things health care · Commits to a higher level of member service by providing a single entry point that engages, informs, educates, and connects benefits, claims, network, and care management. · Provides increased benefit design adherence, aggressive network steerage and referral to care management services · Offers interception and direction for any OON prior authorizations and level of benefit calls – in order to steer members into an in-network provider and to the most optimal place of service.	No	Additional charge: \$2.95 PEPM

Plan Advisor + Provider (Designed for provider/hospital customers): Plan Advisor member advocacy and provider service - Designed for hospital customers with domestic network arrangements Commits to a higher level of member service by providing a single entry point that engages, informs, educates, and connects benefits, claims, network, and care management. Provides increased benefit design adherence, aggressive network steering and referral to care management services Offers interception and direction for any OON prior authorizations and level of benefit calls, including domestic network steering – in order to steer members into an in-network provider and to the most optimal place of service Provider calls are handled within the same Plan Advisor team as member calls, rather than through the separate Provider Service Team	No	Additional charge \$3 50 PEPM
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+ Care Connect Adds another layer of member support by providing access to licensed clinicians, both registered nurses and social workers specifically designated to support plan advisor members who have clinical needs.  Perform mini coaching sessions, answer and counsel on in-depth clinical questions, and refer members to community services or other providers. Includes both a registered nurse and social worker, cannot elect only one type of resource.	No	Additional charge \$0.80 PEPM
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Member Protection Services (HST) Supports members with collections and credit impairment matters.	No	Additional charge: \$3.00 PEPM with a \$400 monthly minimum billing.
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Advocacy Dashboard Allows customers system and security access to our Advocacy Dashboard, to use and manage their own membership	No	Additional charge: \$0 30 PEPM
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Kala Virtual Exercise Therapy Digital therapy application Personalized exercise program, coaching, wellness education, whole-person mind-body training Targeted and full population communications Quarterly reporting	No	\$615 per active user for 12 months of use
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**Telemedicine/Expert Medical Services**

Services	Included in Medical Claims Fee	Comments/Fees
Teladoc Primary360: Includes general medicine, dermatology, behavioral health, primary care for preventive and sick visits, and expert medical services. Teladoc primary care visits are available to adult members (18+) Members receive support and guidance from the Teladoc care team	No	Additional charge: \$1 70 PEPM
Telemedicine (Teladoc) services: Access to Teladoc physician network Telephonic and web-based video medical consultations delivered at one low flat fee (substantially less than an office visit) Teladoc ID card Portable electronic health record Communications materials (pdf format)	No	Additional charge: \$1.25 PEPM
Teladoc Dermatology: Available as a buy-up to standard Teladoc program Provides initial dermatology consultations through an online message center and one follow-up Member uploads photographs Delivered at one flat fee Check for availability; not available in every state	No	May be added at no additional charge

<b>Teladoc Behavioral Health:</b> Available as a buy-up to standard Teladoc program Provides ongoing access to behavioral health practitioners via phone or video conference Members schedule appointments with psychiatrist or masters level therapists or psychotherapists Visit cost dependent on the behavioral health practitioner's license	No	Additional charge \$0.30 PEPM
<b>Teladoc Expert Medical Services</b> Access to medical advice, education and information about treatment options and expert second opinions Ask the expert Medical record eSummary Behavioral health services Communication support	No	Additional charge. \$2.45 PEPM
<b>Chronic Condition Management Plus:</b> Includes all Plus programs at one price Diabetes Management Plus Hypertension Plus • Prediabetes Plus Mental Health Coaching	No	Additional charge: \$69 per participant per month
<b>Diabetes Management Plus Bundle:</b> Includes products and services for Welcome Kit (with Diabetes Blood Glucose Meter, Lancing Device, Carrying Case) On-Demand Supplies (Testing Strips, Lancets, Control Solution) Acute Response and Coaching Services Provided by Clinical Personnel and Certified Diabetes Educators Access to Participant Portal Additional Support for Hypertension, Weight Management, Dyslipidemia and Mental Health	No	Additional charge: \$96 per participant per month
<b>Hypertension Management Plus Bundle:</b> Includes products and services for: Welcome Kit (for Hypertension Connected Blood Pressure Cuff) • Coaching Services Provided by Clinical Personnel Access to Participant Portal Blood Pressure Cuff (sent to Hypertensive Members) Additional Support for Weight Management, Dyslipidemia and Mental Health	No	Additional charge. \$56 per participant per month
<b>Prediabetes Management Plus Bundle:</b> Includes products and services for: Diabetes Prevention Welcome Kit (with Cellular Weight Scale and Accessories) Coaching Services Provided by Clinical Personnel Access to Participant Portal Additional Support for Hypertension, Weight Management, Dyslipidemia and Mental Health	No	Additional charge: \$74 per participant per month (Year 1) or \$54 per participant per month (Year 2)
<b>Diabetes Single Condition Management</b>	No	Additional charge. \$72 per participant per month
<b>Hypertension Single Condition Management</b>	No	Additional charge: \$40 per participant per month
<b>Prediabetes Single Condition Management</b>	No	Additional charge: \$60 per participant per month (Year 1) or \$29 per participant per month (Year 2)
<b>Virtual Primary Care Provider (PCP) – Doctor on Demand</b> 24/7 access to everyday and urgent care Integrated behavioral health services Wellness and preventive care Unlimited care team support	No	Additional charge: \$3.04 PEPM
<b>External Telemedicine Claim Processing Fee</b> Allows external telemedicine vendor to read member benefits and deductible/out of pocket accumulators through the TPA's existing real-time eligibility response Adjudication of claims submitted through an 837 file	No	Additional charge \$0.36 PEPM for standard set-up

**Maven Maternity and Family Health Programs**

Service	Fee Shown on Renewal Services Tab	Comments/Fees
<b>Maven is a women's and family health vendor with digital app</b>		
<i>A \$12,000 Implementation Fee (\$1,000 monthly) will be applied for groups with fewer than 3,500 members.</i>		

Maven Family Building Preconception, egg/sperm freezing, fertility, adoption & surrogacy, LGBTQIA+	No	Additional charge \$930 annual fee per case
Maven 21-Month Maternity Foundation Pregnancy, Doula support, postpartum & infant care, return-to-work coaching, miscarriage & loss	No	Additional charge: \$1,500 annual fee per case
Maven 12-Month Maternity Foundation Pregnancy, Doula support, postpartum & infant care, return-to-work coaching, miscarriage & loss	No	Additional charge \$925 annual fee per case
Maven Milk - Pump & Carry - Buy-up to Maven Maternity Foundation 21- or 12-month program TSA friendly packaging to carry on an airline up to 36 oz.	No	Additional charge. \$100 each instance of carrying on kit per travel event per ticket
Maven Milk - Pump & Check - Buy-up to Maven Maternity Foundation 21- or 12-month program TSA friendly packaging to check on an airline up to 270 oz.	No	Additional charge: \$235 each instance of carrying on kit/bag per travel event per ticket
Maven Milk - Pump & Post (mail) - Buy-up to Maven Maternity Foundation 21- or 12-month program Overnight shipping US/Canada up to 36 oz.	No	Additional charge \$215 each instance of shipping
Maven Parenting & Pediatrics Pediatric support up to age 18, parent coaching, special needs, childhood development, childcare navigation	No	Additional charge. \$670 annual fee per case
Maven Menopause Perimenopause, menopause, postmenopause	No	Additional charge: \$670 annual fee per case
Maven Wallet - Buy-up for all Maven products This buy-up supports all products that customer purchased	No	Additional charge. \$670 annual fee per case

### Second Opinion Services

Service	Fee Shown on Renewal Services Tab	Comments/Fees
2nd.MD Second Opinion Solution (Case Rate) Access to medical advice, education and information about treatment options and personalized second opinions, by video or phone or text <ul style="list-style-type: none"> <li>Quarterly utilization reporting</li> <li>Communication materials</li> </ul>	No	Additional charge. \$2136 00 invoiced by 2nd.MD.  Start-up Fee -- The group will prepay for 1 case per 2,500 members, which is then available for use in year 1. Additional cases will be charged monthly as they occur

### Incentive Solutions

#### Included in Medical

Services	Claims Fee	Comments/Fees
Incentive Solutions: Live Well Reward\$ Solution  Includes: Tracking, managing all qualifying activities and determining reward eligibility for members, per employer determined requirements. Employer must select from the TPA's standard qualifying activity capabilities to be eligible for the Live Well Reward\$ Solution Includes member communications and employer reporting	No	Additional charge \$0.90 PEPM  Customers have the choice to buy-up the following reward options: Health Reimbursement Account + Incentive\$ (HRA +) Contributions, Health Savings Account (HSA) Incentive Contributions, Lifestyle Account (LSA) Contributions, Reloadable Reward Cards or Online Rewards
Incentive Solutions: Live Well Reward\$ Solution with Custom Buy-up Option  This is a buy-up option to the standard Live Well Reward\$ Solution as a customized version of Live Well Reward\$ product offering as well as access to the Deductible Modification reward mechanism.  Customized, complex programs.  Monthly customized reporting for customer to drive their own rewards and/or the choice of the TPA's reward fulfillment options. Health Reimbursement Account + Incentive\$ (HRA+), Health Savings Account (HSA) Incentive Contributions, Lifestyle (LSA) Contributions, Prepaid Reward Card Programs (single-use or reloadable), and Deductible modification are additional buy-up options.	No	Additional Charge. \$0 90 PEPM plus (annual fee) Less than 10 hours: \$2,500 10-25 hours: \$5,000 26-50 hours: \$10,000 51-75 hours: \$15,000 * Ability to provide custom pricing if support goes above 75 hours of annualized work

<p>Incentive Solutions Custom Reward\$ with Reporting (formerly Custom-Advanced)</p> <p>Includes Non-standard operation/reporting support Managing all qualifying activities and determining reward eligibility for members, per the requirements of the custom designed program No Wellness Activity Center</p>	No	<p>Additional Annual Fee</p> <p>Less than 10 hours \$2,500</p> <p>10-25 hours \$5,000</p> <p>26-50 hours \$10,000</p> <p>51-75 hours \$15,000</p> <p>* Ability to provide custom pricing if support goes above 75 hours of annualized work</p>
<p>Incentive Solutions Online Rewards</p> <p>Customers can choose to have their members, who have earned points within an incentive program, redeem them for gift cards, debit cards or merchandise</p> <p>Customer must have Wellness Activity Center for members to access the Online Rewards program</p> <p>Customer must purchase Live Well Reward\$, Custom Basic, or Custom Advanced to elect this reward type</p>	No	<p>Additional charge \$0 20 PEPM</p>
<p>Incentive Solutions Online Rewards Customized Catalog Fee</p> <p>Customers that choose Online Rewards and want to customize a version of the Online Rewards catalog will incur a fee</p> <p>Customer must have Wellness Activity Center for members to access the Online Rewards program</p>	No	<p>Catalog customization fee may range between \$500 to \$1000 depending upon complexity</p>
<p>Incentive Solutions Custom Reward\$ (formerly Custom-Basic)</p> <p>Includes Managing qualifying activity and determining reward-eligibility for members, per the requirements of the program If files are sent to the TPA in order for the TPA to fulfill rewards, must use standard file layout, or subject to additional fee No Wellness Activity Center</p>	No	<p>No additional charge</p> <p>Customers must elect one of the following reward types to pair with the Custom Reward\$ (formerly Custom-Basic) program Prepaid Reward Cards – Single Use, Prepaid Reward Cards – Reloadable, Health Reimbursement Account + Incentive\$ (HRA +) Contributions, or Health Savings Account (HSA) Incentive Contributions</p>
<p>Incentive Solutions Rewards - Deductible Modification</p> <p>Customers must purchase Live Well Reward\$ with Custom Buy-up Option to elect this reward type</p>	No	<p>Additional charge \$0 88 PEPM</p>
<p>Incentive Solutions Wellness Activity Center I01</p> <p>Customers are able to create an online portal environment through the Wellness Activity Center on umr.com to support member engagement, track member activity completion and support incentive administration</p> <p>*Customer must have Complex Condition CARE, Ongoing Condition CARE or Tobacco Coaching Cessation Only</p> <p>Customers have the choice to buy-up to Live Well Reward\$ and elect the following reward options Prepaid Reward Cards – Single Use, Prepaid Reward Cards – Reloadable, Health Reimbursement Account + Incentive\$ (HRA +) Contributions, Health Savings Account (HSA) Incentive Contributions, or Online Rewards</p>	No	<p>Additional charge \$0 60 PEPM</p>
<p>Incentive Solutions Wellness Activity Center I02</p>	No	<p>Additional charge \$0 80 PEPM</p>



Customers are able to create an online portal environment through the Wellness Activity Center on umr.com to support member engagement, track member activity completion and support incentive administration. Includes online events and challenges. Customer must have Complex Condition CARE, Ongoing Condition CARE or Tobacco Coaching Cessation Only.

Customers have the choice to buy-up to Live Well Reward\$ and elect the following reward options: Prepaid Reward Cards – Single Use, Prepaid Reward Cards – Reloadable, Health Reimbursement Account + Incentive\$ (HRA +) Contributions, Health Savings Account (HSA) Incentive Contributions or Online Rewards.

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Incentive Solutions CareSearch Reward\$	No	Additional charge \$1.45 PEPM
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Includes: A cost transparency-based program that rewards members for making smart healthcare choices. After utilizing the Health Cost Estimator Tool to select cost effective (green or grey) and high-quality providers, members will be rewarded for choosing to utilize those selected providers. The program includes member ROI analysis, member communication material and customer reporting.

Customers may elect one of the following reward types to pair with the CareSearch Reward\$ program: Prepaid Reward Cards – Single Use, Health Reimbursement Account + Incentive\$ (HRA +) Contributions, or Health Savings Account (HSA) Incentive Contributions.

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Incentive Solutions Health & Fitness Reward\$	No	Additional charge \$1.00 per eligible member per month
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Includes: Tracking and managing the member activity per the requirements of the program to support either a reimbursement or reward distribution to members. Includes member communications and employer reporting.

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Incentive Solutions Health & Fitness Reward\$ ACH	No	Additional charge \$0.80 per transaction per month
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Includes: Support ACH transfer (electronic payment transfer) if the member provides appropriate information when registering for the program.

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Incentive Solutions Health & Fitness Reward\$ Payroll File	No	Additional charge \$100 fee for each file transferred
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Includes: Support a payroll file transfer and this is the fee associated with each file transferred.

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Incentive Solutions Health & Fitness Reward\$ Custom Development Fee	No	Additional charge \$190.00 per hour
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Includes: Any development effort that falls outside the standard program setup and/or program changes with renewal.

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Incentive Solutions Rewards - Health Savings Account (HSA) Incentive Contributions	No	Additional charge \$0.45 PPHM
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Must have QHDHP and Optum Financial as the financial institution. Employer-determined amount of dollars can be deposited into a member's Health Savings Account when held at Optum Financial. Fee includes up to 12 deposits per year, processed monthly.

Customer must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom Basic), Custom Reward\$ with Reporting (formerly Custom Advanced), Care Search Reward\$, or Health & Fitness Reward\$ to elect this reward type.

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Incentive Solutions Rewards - UMR Health Savings Account (HSA) Incentive Contributions	No	Additional charge \$0.45 PPHM
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Must have QHDHP and selected UMR HSA. Employer-determined amount of dollars can be deposited into a member's Health Savings Account. Fee includes up to 12 deposits per year, processed monthly. Customer must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with Reporting (formerly Custom: Advanced), Care Search Reward\$, or Health & Fitness Rewards\$ to elect this reward type

Incentive contribution(s) to a Health Reimbursement Account + Incentive\$ (HRA +) or Lifestyle Accounts (LSA)	No	Additional charge \$1 17 PEPM
Customer must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with Reporting (formerly Custom: Advanced), CareSearch Reward\$, or Health & Fitness Reward\$ as well as have an underlying Health Reimbursement Account (HRA) to elect this reward type		Fee is in addition to the underlying/base HRA administration fee, as well as up to 12 deposits per year, processed monthly. Customer must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), or Custom Reward\$ with Reporting (formerly Custom: Advanced) as well as have an underlying Health Reimbursement Account (HRA) to elect this reward type

Incentive Solutions: Rewards - Prepaid Reward Card - Single Use	No	Additional charge: \$4 60 Per Card
Customer must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with reporting (formerly Custom: Advanced), CareSearch Reward\$, or Health & Fitness Reward\$ to elect this reward type		

Incentive Solutions: Rewards - Prepaid Reward Card - Reloadable	No	Additional charge: \$6.80 Per Card Per Year
Includes: Non-standard operation/reporting support. Tracking and managing all qualifying activities and determining reward eligibility for members, per the requirements of the custom designed program.		
Customer must purchase Live Well Reward\$, Custom Reward\$ (formerly Custom: Basic), Custom Reward\$ with Reporting (formerly Custom: Advanced), CareSearch Reward\$, or Health & Fitness Reward\$ to elect this reward type.		

**Member Decision Support Tools Suite**  
Included in Medical

Services	Claims Fee	Comments/Fees
Benefit Plans Comparison Tool (BPCT) is a decision support tool that helps members select the right benefit plan for them. It is available during Open Enrollment or for new hires/changes throughout the year. The tool has a basic and advanced version. The advanced version pre-populates member census data, whereas basic doesn't. Both versions pre-load benefit plans into the tool. The fee includes implementation support, usage reporting, promotional marketing materials and a dedicated product specialist for ongoing support/demos/questions	No	Additional charge: both basic and advanced versions are available for a PEPY fee. Basic is \$4.95 PEPY Advanced is \$7.05 PEPY plus a \$2,775 one-time implementation fee for census integration  **Fees are calculated based on member count during implementation/go live of the tool and billed up front for the 12 month period
Health Education Library In English and Spanish is available to members	Yes	
The TPA offers 2 Healthcare Cost Estimators - 1 Consumer Price Transparency Tool (CPTT) and 2 Find Price and Care Tool (FPC), both available to members. The Consumer Price Transparency Tool is available to UnitedHealth Network members utilizing standard Choice+ and Options. If a group has any of the following 1) a rental network 2) multi-tier network structure and/or 3) a custom UnitedHealth Network, then Find Price and Care Tool basic or advanced will be assigned	Yes	

# Conditions

**Customer Name : City of Franklin**  
**Plan Effective Date : 1/1/2025**

This renewal proposal is valid until 30 days before the effective date and does not bind coverage or obligate the TPA.

The information contained in this response to the request for proposal is considered confidential and proprietary. We are providing this information with the understanding that it will not be used for any purpose other than to evaluate our capabilities to provide the services requested. In addition, this information will not be disclosed to person(s) or entity(s) other than those who are involved in the process of evaluating our response. Written permission must be obtained from the TPA prior to any exceptions of these obligations in order to maintain the confidentiality of our responses.

No carrier with a competing network or affiliated with an entity with a competing network may write Stop Loss coverage (individual or aggregate) on top of a UnitedHealthcare network.

All quoted product fees assume the TPA administers the medical plan.

The TPA assumes all services provided will be handled according to our standard format and procedures, unless otherwise specifically addressed and mutually agreed upon within this proposal. Specialized services will be priced as necessary. Domestic, direct contract agreement, onsite clinics, provider demographics must be submitted in UMR provider demographic standard layout.

Fees proposed are based on the plan of benefits as submitted but does not assume duplication of benefits or provisions. Fees proposed assume a standard PPO plan design with no referral administration and no primary care physician tracking. Proposal assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to; deductible, out of pocket, coinsurance and plan limitations. Plan design changes may impact a Grandfathered Health Plan status. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies. Access to the UnitedHealthcare Choice Plus and Options PPO network does not include telemedicine services (i.e. 'Virtual Visits'). Please refer to the financial commentary tab for information on Teladoc services and associated fees. Please review any changes with your advisor.

The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA PCORI reinsurance fee which is remitted to the government (federal and/or state).

The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; (iii) any taxes, surcharges, assessments or similar changes being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our Administrative Service Agreement.

The TPA reserves the right to adjust fees in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in plan design required by the applicable regulatory authority (e.g., mandated benefits) or by the customer; or (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the plan or the TPA.

To comply with the Department of Labor's (DOL) claims regulations, we encourage pre-notification of at least 60 calendar days prior to the effective date of this contract. In the event that a 60-day notice is not feasible, the TPA does not guarantee, but will make every reasonable effort, to have new plan(s) programmed quickly so claims can be processed within the required DOL timelines.

Fees proposed assume one billing, reporting, eligibility feed, stop loss and banking arrangement.

Do not cancel in-force plan(s) and/or policy(ies) until final approval is received.

The TPA is not bound by any typographical errors and/or omissions contained herein.

Fees proposed assume Utilization Management and Complex Condition CARE services are provided through the TPA in order to access UnitedHealthcare Networks.

Fees proposed are subject to change if a division, subsidiary or affiliated company is added or deleted from the plan, if the number of covered employees changes by fifteen percent (15%) or more, or if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 15% or more from the assumed average contract size. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

Claim reprocessing due to situations, such as retroactive benefit or eligibility changes, may require additional fees.

The TPA will share raw claims and eligibility data, however, we reserve the right to exclude data elements deemed proprietary by our organization.

The TPA renewal proposal requires the Cost Reduction and Savings Program. Additional fees will apply, should this program be carved out.

The TPA provides an ERISA DOL appeals process. The TPA does not participate in Grievance Review Panel Hearings.

The TPA requires that all qualified high-deductible plan designs meet federal regulatory requirements. Our coordination of benefits (COB) process will meet the requirements for Preservation COB processing.

Administration of plans requiring integrated deductible and out of pocket to comply with the Essential Health Benefits provision of Health Care Reform, qualified high deductible health plan or the like, assumes the use of service providers (pharmacy benefits manager (PBM), dental, vision, etc.) that are currently integrated with the TPA. Utilizing these service providers may require additional fees. Please refer to your representative to identify integrated service providers.

FSA fees: HCA assumes a minimum of 20% of medical employees participating, DCA assumes a minimum of 20% of the HCA population participating.

Health reimbursement account assumes 20% participation rate.

If multiple accounts can be administered on a single debit card, only one debit card fee is applicable.

Care management bundled discount - fees assume all care management products listed on care management bundled discount line are selected. Discount will change if services selected change.

The TPA does not administer statutory disability benefits.

HSA trustees bill directly for HSA services.

The TPA cannot support the drug data requirements for Medicare Part D subsidy submission of plans where the pharmacy claims are paid under the medical plan. We recommend these pharmacy benefits be provided by a pharmacy benefits manager.

The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.

City of Franklin receives 80% of Medical Rx Rebates.

The TPA reserves the right to modify ASO fees should changes in Medical Rx Rebates such as the following occur:

- specialty drugs covered under the medical plan are carved out to an external vendor

- in the event of a material change impacting the level of expected rebates available due to the introduction of any new product (e.g., biosimilar, an authorized brand alternative, launch of a lower cost non-generic drug alternative) or the reduction of WAC on a Brand Drug subject to Rebates

- in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

If there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates.



## City of Franklin

### Self-Funded Renewal Projection - Dental

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USI has reviewed City of Franklin's Dental experience reporting from Delta Dental and has made the following observations.

#### **Dental Plan**

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**Underwriting Period:** The mid year projection calculation includes claims from September 2022 through August 2024.

**Trend:** For our calculations we used a trend of 4.5% for dental. We have not built in any additional margin.

**Claims Liability:** The current expected claims are \$60.37 PEPM. We expect an increase of about 7.1% or \$9,978.

**Total Fixed Fees:** Overall, the current cost for all administrative expenses is \$4.80 PEPM. We expect an increase of about 4.2% or \$469.

#### **Conclusions**

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The current expected cost of the plan is approximately \$65 PEPM.

Based on the above observations, USI believes the initial renewal will result in an increase of about 6.89% or \$10,447.



City of Franklin  
 Renewal Projection - Dental  
 January 1, 2025 - December 31, 2025 Renewal

Time Periods	Sep 23 - Aug 24	Sep 22 - Aug 23	USI Projected Renewal	
Estimated Renewal Projection			Per Employee	Annualized
A: Average Contracts	195	194	194	
B: Average Membership	430	427	427	
C: Actual Paid Dental Claims	\$137,476	\$156,654		
<b>Adjustments</b>				
No Adjustments Applied this Period	\$0	\$0		
D: Total Adjustments	\$0	\$0		
E Total after Adjustments	C + D	\$137,476	\$156,654	
F: Claims Per Contract (PEPM)	E / A / 12	\$58.65	\$67.20	
G: *Trend Used:		4.50%	4.50%	
H: Trended Months		16	28	
I Experience Rated Claims / Contract		\$62.20	\$74.47	
J: Experience Period Weighting		80%	20%	
<b>K: Projected Claims Blended By Year</b>			\$64.65	\$150,508
Current Claim Costs Based on 194 EE's			\$60.37	\$140,530
Change from Current			7.10%	\$9,978
<b>Fixed Costs (estimated)</b>				
Administrative Expenses			\$5.00	\$11,644
<b>L: Total Fixed Fees</b>			\$5.00	\$11,644
<b>Projected Total Renewal Cost</b>			\$69.65	\$162,151
Current Total Budgeted Costs Based on 194 EE's			\$65.17	\$151,704
Change from Current			6.89%	\$10,447

NOTE Fixed costs assume an average increase of 4%. The actual renewal will vary  
 \*The trend used is based on probabilistic data provided by USI Trend Survey respondents and enrollment by carrier  
 - We applied a Dental trend of 4.5% respectively



**City of Franklin**  
**Proposed Plan Funding - Dental**  
**January 1, 2025 - December 31, 2025 Renewal**

Proposed Funding	Current	Initial Renewal
	<b>Current Plans</b>	<b>No Plan Changes</b>
Projected Fixed Costs	\$11,174	\$11,644
Estimated Expected Claims	\$140,530	\$150,508
Total Cost for Funding	\$151,704	\$162,151
<b>Percent of Funding Variance</b>		<b>6.89%</b>

Premium Rates	Enrollment	Current Plans	No Plan Changes
<b>Plan 1</b>			
Employee	97	\$33 04	\$35 32
Family	97	\$97 29	\$103 99
<b>Total Estimated Premium</b>	<b>194</b>	<b>\$12,642</b>	<b>\$13,513</b>
Monthly Premium			
Annual Premium		\$151,704	\$162,151
Annual Change from Current			\$10,447
% Change from Current			6.89%



## Self-Funded Renewal Projection

USI has reviewed City of Franklin's medical experience reporting from UMR and ServeYou and has made the following observations

### Medical Plan

**Underwriting Period** The renewal projection calculation includes claims from September 2022 through August 2024

**Large Claims** Large Claims above the pooling point have been removed

**Trend** For our calculations we used a trend of 7.4% for medical and 10.4% for drugs. We have not built in any additional margin.

**Manual Blending** For the purpose of projecting future claim costs, we often will blend actual claims experience with the average claim costs for similar groups. This is based on group size and the credibility of the claims data. For comparison purposes, USI used the same credibility adjustment as UMR.

**Claims Liability** The current expected claims are \$1,402.47 PEPM. The renewal resulted in an increase of about 2.13% or \$70,198.

**Administrative Expenses** UMR's current charge for administrative expenses is \$37.08 PEPM. The renewal resulted in an increase of about 4.24% or \$3,698.

**Specific Stop Loss** The premium for the \$100,000 specific stop loss coverage is currently \$277.59 PEPM. The renewal resulted in an increase of about 6.74% or \$44,029.

**Aggregate Stop Loss** The premium for aggregate stop loss is currently \$9.67 PEPM. The renewal resulted in an increase of about 6.4% or \$1,456.

**Total Fixed Fee's** Overall, the current cost for all administrative expenses is \$342.82 PEPM. The renewal resulted in an increase of about 6.1% or \$49,182.

### Conclusions

The current expected cost of the plan is \$1,745 PEPM. Based on the above observations, USI expects an increase of about 2.91% or \$119,380.





City of Franklin  
Renewal Projection  
January 1, 2025 - December 31, 2025 Renewal

USI Projected Renewal

Renewal Projection Detail	Medical				Rx			
	Sep 23 - Aug 24	Sep 22 - Aug 23	Sep 23 - Aug 24	Sep 22 - Aug 23	Sep 23 - Aug 24	Sep 22 - Aug 23	Sep 23 - Aug 24	Sep 22 - Aug 23
<b>Experience Periods</b>								
A. Actual Paid Claims	\$2,991,247	\$2,916,346	\$749,442	\$643,102				
B. Large Claims Removed	-\$350,498	-\$344,768	-\$96,292	-\$3,477				
C. Claims Paid - After Pooling	\$2,640,749	\$2,571,578	\$653,150	\$639,625				
	A + B							
<b>Adjustments</b>								
Estimated Rx Rebate			-\$183,212	-\$251,777				
Tier Mix Adjustment	-\$72,618	-\$143,136	-\$12,923	-\$21,588				
D. Total Adjustments	-\$72,618	-\$143,136	-\$196,135	-\$273,365				
E. Total after Adjustments	\$2,568,131	\$2,428,441	\$457,014	\$366,260				
F. Average Contracts	195	191	195	191				
G. Average Membership	541	545	541	545				
H. Claims Per Employee (PEPM)	\$1,095.62	\$1,058.61	\$194.97	\$159.66				
I. *Trend Used	7.40%	7.40%	10.40%	10.40%				
J. Trended Months	16	28	16	28				
L. Experience Rated Claims / Contract	\$1,205.03	\$1,250.48	\$222.47	\$201.12				
M. Experience Period Weighting	80%	20%	80%	20%				
N. Projected Claims Blended By Year	\$1,214.12		\$218.20					
O. Manual Claim Pick (Independent Med/Rx)								
P. Credibility	100%		100%					
Q. Manual Adjustment								
<b>Estimated Renewal</b>								
R. Projected Contracts		196						
Projected Membership		528						
S. Projected Claim Cost	\$1,432.32		\$3,368,815					
Current Claim Costs Based on 196 EE's	\$1,402.47		\$3,298,617					
Change from Current	2.13%		\$70,198					
Fixed Costs (estimated)								
Administrative Expenses	\$38.65		\$90,910					
Specific Stop Loss	\$296.31		\$696,922					
Aggregate Stop Loss	\$10.29		\$24,199					
RX Interface Fee	\$8.40		\$19,757					
Interface Fee	\$0.53		\$1,247					
Utilization Management	\$3.41		\$8,020					
Complex Condition CARE	\$2.10		\$4,939					
Ongoing Condition Care	\$4.04		\$9,502					
T. Total Administrative Fees	\$363.73		\$855,496					
<b>Projected Total Renewal Cost</b>	<b>\$1,796.05</b>		<b>\$4,224,312</b>					
Current Total Budgeted Costs Based on 196 EE's	\$1,745.29		\$4,104,931					
Change from Current	2.91%		\$119,380					

NOTE: Fixed costs assume an average increase of 6%. The actual renewal will vary.  
\*The trend used is based on probabilistic data provided by USI Trend Survey respondents and enrollment by carrier.  
- We applied a Medical and Rx trend of 7.4% and 10.4% respectively.



**City of Franklin  
Proposed Plan Funding - Medical  
January 1, 2025 - December 31, 2025 Renewal**

Proposed Funding	Current	Initial Renewal
	<b>Current Plans</b>	<b>ISL Change to \$100,000</b>
Projected Fixed Costs	\$806,314	\$855,496
Estimated Expected Claims	\$3,298,617	\$3,368,815
Total Cost for Funding	\$4,104,931	\$4,224,312
<b>Percent of Funding Variance</b>		<b>2.91%</b>

Premium Rates	Enrollment	Current Plans	ISL Change to \$100,000
<b>Plan 1- PPO</b>			
Employee	18	\$1,035.63	\$1,065.75
Family	39	\$2,325.71	\$2,393.35
<b>Plan 2-HSA</b>			
Employee	53	\$947.63	\$975.19
Family	86	\$2,122.20	\$2,183.92
<b>Total Estimated Premium</b>			
Monthly Premium	196	\$342,078	\$352,026
Annual Premium		\$4,104,931	\$4,224,312
Annual Change from Current			\$119,380
% Change from Current			2.91%

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 15, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Surplus Energy Purchase Agreement with Wisconsin Electric Power Company for the Franklin Library Building Facilities, and another one for the Franklin Fire Department Building Facilities, in Furtherance of the Master Energy Services Agreement and the Performance Contract Previously Entered Into with Johnson Controls, Inc., to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure	ITEM NUMBER  15.11.

Annexed hereto is a copy of the above-entitled Resolution, and draft copies of the two Surplus Energy Purchase Agreements as stated above, together with a Wisconsin Standard Distributed Generation Application Form for each.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Surplus Energy Purchase Agreement with Wisconsin Electric Power Company for the Franklin Library Building Facilities, and another one for the Franklin Fire Department Building Facilities in Furtherance of the Master Energy Services Agreement and the Performance Contract Previously Entered Into with Johnson Controls, Inc., to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure.

RESOLUTION NO. 2024-\_\_\_\_\_

**A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE  
A SURPLUS ENERGY PURCHASE AGREEMENT WITH WISCONSIN ELECTRIC  
POWER COMPANY FOR THE FRANKLIN LIBRARY BUILDING FACILITIES, AND  
ANOTHER ONE FOR THE FRANKLIN FIRE DEPARTMENT BUILDING FACILITIES,  
IN FURTHERANCE OF THE MASTER ENERGY SERVICES AGREEMENT AND THE  
PERFORMANCE CONTRACT PREVIOUSLY ENTERED INTO WITH JOHNSON  
CONTROLS, INC., TO IMPLEMENT ENERGY EFFICIENCY, SAFETY, SECURITY  
AND RENEWABLE ENERGY MEASURES AT VARIOUS CITY BUILDINGS AND  
INFRASTRUCTURE**

---

WHEREAS, the Common Council previously sought to create and now is working to continue a Comprehensive Efficiency Program to benefit the City's municipal buildings and infrastructure and create cost-saving efficiencies and safe and secure facilities; and

WHEREAS, the Common Council adopted Resolution No. 2024-8133 on April 3, 2024, approving a Master Energy Services Agreement with Johnson Controls, Inc., to create and commence the Program, which Agreement provides for a number of further actions and activities to occur in the furtherance and operation of the Program, including a Performance Contract which was approved by the Common Council at its meeting on July 16, 2024 pursuant to adopted Resolution No. 2024-8186, which provides for improvements and positive additions to City facilities, including, but not limited to, facilities lighting, boiler replacement, installation of new solar photovoltaic systems, water heater replacement, furnace replacement, air cooled condensing unit replacement, City Hall interior remodel, and replacement of fixtures to provide for water conservation; and

WHEREAS, in furtherance of the aforesaid agreements, the City has been provided with a Surplus Energy Purchase Agreement with Wisconsin Electric Power Company for the Franklin Library Building Facilities, and another one for the Franklin Fire Department Building Facilities, which provide for the purchase of generated electric energy in excess of the City's needs at the subject facilities by Wisconsin Electric Power Company; and

WHEREAS, the Common Council having reviewed the Surplus Energy Purchase Agreements with Wisconsin Electric Power Company for the Franklin Library Building Facilities and for the Franklin Fire Department Building Facilities, and having determined same to be reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Surplus Energy Purchase Agreement with Wisconsin Electric Power Company for the Franklin Library Building Facilities, and the Surplus Energy Purchase Agreement with Wisconsin Electric Power Company for the

Resolution No. 2024-\_\_\_\_\_

Page 2

Franklin Fire Department Building Facilities, subject to changes approved by the Director of Administration, Director of Finance and Treasurer and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Director of Administration be and the same is hereby authorized to execute and deliver such agreements.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

ATTEST:

\_\_\_\_\_  
John R. Nelson, Mayor

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**SURPLUS ENERGY PURCHASE  
AGREEMENT PARALLEL CUSTOMER  
GENERATION  
CGS 8 WISCONSIN  
AGGREGATE RENEWABLE CAPACITY  
OF  
20 KILOWATTS OR LESS**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_,  
by and between Wisconsin Electric Power Company (the "Company") and (the "Customer").

**W I T N E S S E T H**

WHEREAS, the Customer has installed equipment on its property for the generation of electric energy for its own purpose, and

WHEREAS, the Company has authorized the Customer to connect such equipment in parallel with the Company's system; and

WHEREAS, the Customer expects to generate electric energy in excess of its needs and desires to sell some or all of that energy to the Company.

NOW, THEREFORE, the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. The Customer will sell and deliver to the Company the electric energy generated in excess of the Customer's needs by its equipment located on its property at\_\_\_\_\_. The technical characteristics of such equipment are shown on Exhibit 1, attached hereto and made a part hereof.
2. The Company will receive and pay for such surplus energy in accordance with the terms and conditions of the Company's Customer Renewable Generating Systems (CGS) – 20 kW or Less Rate Schedule (CGS 8) presently on file with the Public Service Commission of Wisconsin, and any changes in such rate as may become effective in the future. A copy of the current Rate Schedule and Conditions of Purchase are attached hereto as Exhibits 2 and 3 and made a part hereof.
3. Under the concept of net energy billing, the Company will provide two meters to determine the energy consumed by the Customer or received by the Company. The cost of the meters will be included in the costs of interconnection which are to be paid by the Customer. The Company will read such meters on a regular basis and will bill the Customer monthly for the net amount of energy consumed during the month at the applicable retail rate. If the amount of energy supplied to the Company exceeds the amount of energy consumed during a billing period, the Customer will receive a credit on its bill equal to the net excess kilowatt hours of energy received by the Company multiplied by the Customer's Energy Rate (as defined in the tariff), including any

applicable adjustment for cost of fuel. The credit for any excess generation, as determined by each month's meter reading, shall be credited against the following month's bill. Any credit carried forward to the following month that is not used up that month shall be carried forward for use in subsequent billing periods up to one year. On the billing period that includes May 1 of each year, the accrued excess generation will be paid to the Customer at the applicable excess generation rate.

4. The Customer shall be responsible for maintaining its generating equipment in safe and satisfactory operating condition and shall operate such equipment in such a manner as not to unduly affect the Company's voltage waveform. The Customer shall provide, at its expense, protective and synchronizing equipment acceptable to the Company. Any review, acceptance or approval of the Customer's equipment by the Company shall only be for interconnection purposes and shall not constitute review, acceptance or approval of the equipment for any other purposes including the safety of the Customer or its employees or other equipment or the adequacy of performance of the equipment.
5. The Customer shall notify the Company's Service Manager or Energy Service Consultant in writing at least thirty (30) days prior to initiating any changes to its generating equipment. The Customer further agrees not to commence any such changes until the Company has reviewed and approved the plans for interconnection purposes. The Company shall indicate its approval or rejection of proposed changes within thirty (30) days after receipt of Customer's notice of such proposed changes.
6. The Customer shall permit Company employees to enter upon its property at any reasonable time for the purposes of inspecting and/or testing its equipment to ensure its continued safe and satisfactory operation and the accuracy of the meters, but such inspections shall not relieve the Customer from its obligation to maintain its equipment in safe and satisfactory operating condition.
7. The Customer shall permit the Company, at any time it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of the Company's employees or the accuracy of the meters as a result of the operation of the Customer's equipment. The Customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
8. The Company shall have the right, without notice, to discontinue the Customer's parallel generation capability to facilitate maintenance or repair of the Company's facilities and during system emergencies. The Company shall have the further right to require the Customer to disconnect its equipment from the Company's system if, in its sole judgment, the Customer has failed to maintain its equipment in safe and/or satisfactory operating condition; and in the event the Customer fails to immediately disconnect its equipment, the Company may, without further notice, discontinue service to the Customer until its equipment is either disconnected or restored to safe and/or satisfactory operating condition.
9. Each of the parties shall indemnify and hold harmless the other party against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective equipment, lines and other facilities.

10. The Company allows the interconnection of Customer's generation equipment with Company's interconnection equipment at the property described in paragraph 1 of this Agreement subject to the terms and conditions set forth in (1) the Wisconsin Administrative Code Chapter 119, (2) the completed Distributed Generation Application (PSC Forms 6027 or 6028) as approved by the Company and (3) the Distributed Generation Interconnection Agreement (PSC Forms 6029 or 6030). A copy of the Distributed Generation Interconnection Agreement shall be attached hereto as Exhibit 4.
11. The Customer shall maintain liability insurance in the amount provided for in Wisconsin Administrative Code Chapter PSC 119.05, Table 119.05-1 (as shown below) or prove financial responsibility by another means mutually agreeable to the Customer and the Company. It is understood that the Company does not represent in any way that the type or minimum limits of insurance or financial protection herein specified are sufficient or adequate to provide for the obligations assumed hereunder by the Customer.

**Table 119.05-1**

<b>Category</b>	<b>Generation Capacity</b>	<b>Minimum Liability Insurance Coverage</b>
1	20 kW or less	\$300,000
2	Greater than 20 kW to 200 kW	\$1,000,000
3	Greater than 200 kW to 1 MW	\$2,000,000
4	Greater than 1 MW to 15 MW	Negotiated

12. If the Customer believes that this Agreement or any requirement hereunder is unreasonable, it may appeal the matter to the Public Service Commission of Wisconsin.
13. Upon execution of this Agreement and the Distributed Generation Interconnection Agreement, this Agreement shall become effective immediately hereunder and shall continue in effect until terminated by the Customer upon thirty (30) days prior written notice given to the Company or, by the Company in accordance with Section 10 of the Distributed Generation Interconnection Agreement. Company notification shall be to the Customer of record at the current listed mailing address on the billing account. Customer notification shall be to the Company's Central Group, using the methods stated for submitting distributed generation application forms as found on the Company website.
14. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the respective parties hereto.

*[Signature page follows.]*



IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WISCONSIN ELECTRIC POWER COMPANY

By \_\_\_\_\_

\_\_\_\_\_  
(WE representative name)

\_\_\_\_\_  
(Customer signature)

\_\_\_\_\_  
(Customer name)

\_\_\_\_\_

\_\_\_\_\_  
(Customer Address)

# **Exhibit 1**

## **Generation/Power Equipment Description**

**GENERATION/POWER EQUIPMENT DESCRIPTION**

I. Generator

- a) Power source (fossil, solar, wind, hydro, etc.) Solar
  
- b) Manufacturer Solar Edge  
Manufacturer's Address \_\_\_\_\_
  
- c) Manufacturer's Reference Number, type or style SE100K-US
  
- d) Nameplate Rating 100
  - Generator Capacity 100 kW
  - Output Voltage 100 V
  - Number of Phases (one, three) one
  - Generator Type (Induction, Synchronous, Asynchronous) \_\_\_\_\_
  
  - Generator Source (Wind, Hydro, Biomass, etc.) \_\_\_\_\_  
Solar
  
- e) Service Center: \_\_\_\_\_
  
- f) WE Representative: \_\_\_\_\_
  
- g) Phone Number: \_\_\_\_\_

II. Interface Circuit

This is the electrical circuit interposed between Wisconsin Electric Power Company service and the Customer's source of electrical supply. In the case of a D.C. generator, this circuit is sometimes referred to as the "synchronous inverter."

- a) Manufacturer \_\_\_\_\_  
Manufacturer's Address \_\_\_\_\_
  
- b) Manufacturer's Reference Number \_\_\_\_\_

III. Requirement Prior To Execution/Signing of Contract

A one-line diagram of Customer's generation equipment to represent the following must be provided prior to entering into this agreement:

- The size of generator in KVA
- Print of common coupling to the utility isolation features provided to disconnect from the grid in case of loss of grid.
- Method of grounding
- Physical location of disconnect switch (describe).

Date on which one line diagram was provided: \_\_\_\_\_

**INSTRUCTIONS**

**SUBMIT THIS FORM DIRECTLY TO YOUR ELECTRIC PROVIDER**

Notice: This form must be completed and submitted with fees to meet Wisconsin Admin. Code PSC 119.04 (2). Personal information collected will be used for administrative purposes only.

This application form is for interconnection to the electric distribution system of distributed generation systems sized up to 15 megawatts (MW) alternating current (AC) and associated equipment in compliance with Wisconsin Administrative Code Chapter PSC 119. For distributed generation systems that are DC rated, if applicable, please use the conversion factor provided by your utility to determine the AC nameplate rating of the system.

If a distributed generation system already has an interconnection agreement but has simply changed ownership, do not fill out this form. Fill out Form, "Change of Ownership Form for Distributed Generation Equipment." If this generation system is planned in conjunction with construction of a new building, provide the current owner/builder's information as the Applicant, and have the new home/building purchaser fill out a "Change of Ownership" Form upon completion of sale.

This form is for generation systems that will operate in parallel with the distribution grid. *If the system you are considering will operate only in isolation from the electric distribution grid, you do not need to fill out this form.*

<b>FEES: Table 119.08-1</b>					
<b>Category</b>	<b>Export Capacity</b>	<b>Application Review Fee</b>	<b>Engineering Review Fee</b>	<b>Distribution System Study Fee</b>	<b>Commissioning Fee</b>
1	20 kW or less	\$150 (1-8 kW) / \$300 (9-20 kW)	Cost based	Cost based	\$150
2	Greater than 20 kW to 200 kW	\$300 + \$10 / kW	Cost based	Cost based	\$250
3	Greater than 200 kW to 1 MW	\$2,000 + \$2 / kW	Cost based	Cost based	\$1,000
4	Greater than 1 MW to 15 MW	\$4,000 + \$0.50 / kW	Cost based	Cost based	\$2,500

An applicant seeking to interconnect a distributed generation facility to the distribution system of a public utility shall maintain liability insurance equal to or greater than the amounts stipulated in Table 119.05-1, per occurrence, or prove financial responsibility by another means mutually agreeable to the applicant and the public utility.

<b>INSURANCE REQUIREMENTS: Table 119.05-1</b>		
<b>Category</b>	<b>Generation Capacity (AC)</b>	<b>Minimum Liability Insurance Coverage</b>
1	20 kW or less	\$300,000
2	Greater than 20 kW to 200 kW	\$1,000,000
3	Greater than 200 kW to 1 MW	\$2,000,000
4	Greater than 1 MW to 15 MW	Negotiated

**NAME AND ADDRESS OF ELECTRIC SERVICE PROVIDER**

We Energies                      231 W Michigan Street                      Milwaukee                      WI                      53203  
 NAME                      MAILING ADDRESS                      CITY                      STATE                      ZIP CODE                      EMAIL

**SIZE CATEGORY APPLICABLE TO THIS APPLICATION**

- Category 1 (20 kW or less)                       Category 2 (Greater than 20 kW to 200 kW)
- Category 3 (Greater than 200 kW to 1 MW)                       Category 4 (Greater than 1 MW to 15 MW)

1. APPLICANT CONTACT INFORMATION

Under PSC 119 02(2), "Applicant" means the legally responsible person applying to a public utility to interconnect a distributed generation facility to the public utility's distribution system

Form section 1 containing fields for Applicant Name (Hersh, Kelly), Company (Franklin), Address (9151 W Loomis RD), City (Franklin), State (WI), County (Milwaukee), Phone Number ((414) 427-7504), and Email Address (KHersh@franklinwi.gov).

2. LOCATION OF THE GENERATION SYSTEM

SAME AS APPLICANT ADDRESS ABOVE

Form section 2 containing fields for Street Address, City, State, ZIP Code (0700530793-0001), Primary Phone Number, Additional Emergency Phone, Electric Service Account Number, Meter Number, and Latitude-Longitude (Optional).

Does this application relate to a change or modification of an existing system? If there is already generation at the point of interconnection, this is a modification

- Yes, this is a modification
 No, there is no generation currently at this point of interconnection

3. CUSTOMER TYPE

- Residential
 Farm
 Commercial
 Industrial
 Independent Power Producer
 Other

4. APPLICANT'S OWNERSHIP INTEREST IN THE GENERATION SYSTEM

- Owner
 Co-owner
 Other

5. TYPE OF THE GENERATION SYSTEM

- Solar PV
 Wind
 Hydropower
 Biomass
 Storage
 Other

Fill out appropriate technology-based attachment.

6. PRIMARY INTENTION OF GENERATION SYSTEM

- Net Metering
- Certified Qualifying Facility under PURPA (Public Utility Regulatory Policies Act of 1978)
- Offset load, non-export of power
- Other (describe) \_\_\_\_\_

7. TYPE OF INTERCONNECTION

- Parallel Operation (operation for more than 100 milliseconds while connected to the distribution system)
- Momentary parallel operation (less than or equal to 100 millisecond connection), or isolated operation / open transition

\*Per Instructions on page 1, an application is not needed if the connection to the utility system is less than or equal to 100 milliseconds

8. ELECTRICITY USE, PRODUCTION, AND PURCHASES

a. Anticipated annual electricity consumption of the facility or site	_____	kWh/yr
b. Anticipated annual electricity production of the generation system	151,569	kWh/yr
c. Anticipated annual electricity purchases from electric utility (a – b)	_____	kWh/yr*

\* Value will be negative if there are net sales to the Public Utility

9. PROJECT DESIGN AND ENGINEERING

Eagle Point Solar

COMPANY

Creighton Kinny

REPRESENTATIVE

cklnny@eaglepointsolar.com

EMAIL ADDRESS

Project Analyst

TITLE

(563) 582-4044

PHONE NUMBER

10. INSTALLING CONTRACTOR INFORMATION (IF KNOWN)

SAME AS PROJECT DESIGN & ENGINEERING ABOVE

COMPANY

ELECTRICAL CONTRACTOR'S LICENSE NUMBER

REPRESENTATIVE

TITLE

EMAIL ADDRESS

PHONE NUMBER

11. ESTIMATED CONSTRUCTION START DATE

REQUESTED IN-SERVICE DATE

MONTH

DAY

YEAR

MONTH

DAY

YEAR

12. LIABILITY INSURANCE

CARRIER	LIMITS	
AGENT NAME	PHONE NUMBER	EMAIL ADDRESS
<input type="checkbox"/> Self-insured (e.g., if a local unit of government)		
<input type="checkbox"/> Other form of financial responsibility (please describe) _____		

Note Applicant must also provide Proof of Insurance as an Attachment.  
 Note See Minimum Coverage under Wis Admin. Code PSC 119.05-1.  
 Note If this is new construction, provide the current owner/builder's insurance information, and have the new home/building purchaser fill out a "Change of Ownership" Form upon completion of sale

13. DESIGN REQUIREMENTS

- a) Has the proposed paralleling equipment (such as an inverter) been certified by a nationally recognized testing laboratory (e.g. UL 1741)?  Yes  No
- b) If certified, list the applicable certifications (e.g. UL 1741) \_\_\_\_\_  Not Applicable
- c) If not certified, does the proposed distributed generator meet the requirements defined in Wis. Admin. Code chapter PSC 119.27?  Yes  No

14. REQUIRED ATTACHMENTS

- a) Technology-based attachment(s) and related manufacturer specification data sheets
- b) One-line Schematic Diagram of the System that includes the distributed generation equipment, interconnection disconnect switch (if required), point of interconnection, meter(s), protection equipment, and associated instrumentations
- c) Site plan showing major equipment, electric service entrance, electric meter(s), location of distributed generation and interface equipment, protection equipment, location of disconnect switch (if required), adjoining street name, and street address of the distributed generation system
- d) Proof of Insurance per Section 12
- e) Proof of equipment certification or other compliance with requirements described in Section 13

15. APPLICANT AND DESIGNER/ENGINEER SIGNATURE

To the best of my knowledge, all the information provided in this Application Form is complete and correct

APPLICANT SIGNATURE (LISTED IN SECTION 1)	DATE
PROJECT DESIGNER/ENGINEER SIGNATURE	DATE



**SURPLUS ENERGY PURCHASE  
AGREEMENT PARALLEL CUSTOMER  
GENERATION  
CGS 8 WISCONSIN  
AGGREGATE RENEWABLE CAPACITY  
OF  
20 KILOWATTS OR LESS**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_,  
by and between Wisconsin Electric Power Company (the "Company") and (the "Customer").

**WITNESSETH**

WHEREAS, the Customer has installed equipment on its property for the generation of electric energy for its own purpose, and

WHEREAS, the Company has authorized the Customer to connect such equipment in parallel with the Company's system; and

WHEREAS, the Customer expects to generate electric energy in excess of its needs and desires to sell some or all of that energy to the Company.

NOW, THEREFORE, the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. The Customer will sell and deliver to the Company the electric energy generated in excess of the Customer's needs by its equipment located on its property at \_\_\_\_\_. The technical characteristics of such equipment are shown on Exhibit 1, attached hereto and made a part hereof.
2. The Company will receive and pay for such surplus energy in accordance with the terms and conditions of the Company's Customer Renewable Generating Systems (CGS) – 20 kW or Less Rate Schedule (CGS 8) presently on file with the Public Service Commission of Wisconsin, and any changes in such rate as may become effective in the future. A copy of the current Rate Schedule and Conditions of Purchase are attached hereto as Exhibits 2 and 3 and made a part hereof.
3. Under the concept of net energy billing, the Company will provide two meters to determine the energy consumed by the Customer or received by the Company. The cost of the meters will be included in the costs of interconnection which are to be paid by the Customer. The Company will read such meters on a regular basis and will bill the Customer monthly for the net amount of energy consumed during the month at the applicable retail rate. If the amount of energy supplied to the Company exceeds the amount of energy consumed during a billing period, the Customer will receive a credit on its bill equal to the net excess kilowatt hours of energy received by the Company multiplied by the Customer's Energy Rate (as defined in the tariff), including any

applicable adjustment for cost of fuel. The credit for any excess generation, as determined by each month's meter reading, shall be credited against the following month's bill. Any credit carried forward to the following month that is not used up that month shall be carried forward for use in subsequent billing periods up to one year. On the billing period that includes May 1 of each year, the accrued excess generation will be paid to the Customer at the applicable excess generation rate.

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5. The Customer shall notify the Company's Service Manager or Energy Service Consultant in writing at least thirty (30) days prior to initiating any changes to its generating equipment. The Customer further agrees not to commence any such changes until the Company has reviewed and approved the plans for interconnection purposes. The Company shall indicate its approval or rejection of proposed changes within thirty (30) days after receipt of Customer's notice of such proposed changes.
6. The Customer shall permit Company employees to enter upon its property at any reasonable time for the purposes of inspecting and/or testing its equipment to ensure its continued safe and satisfactory operation and the accuracy of the meters, but such inspections shall not relieve the Customer from its obligation to maintain its equipment in safe and satisfactory operating condition.
7. The Customer shall permit the Company, at any time it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of the Company's employees or the accuracy of the meters as a result of the operation of the Customer's equipment. The Customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
8. The Company shall have the right, without notice, to discontinue the Customer's parallel generation capability to facilitate maintenance or repair of the Company's facilities and during system emergencies. The Company shall have the further right to require the Customer to disconnect its equipment from the Company's system if, in its sole judgment, the Customer has failed to maintain its equipment in safe and/or satisfactory operating condition; and in the event the Customer fails to immediately disconnect its equipment, the Company may, without further notice, discontinue service to the Customer until its equipment is either disconnected or restored to safe and/or satisfactory operating condition.
9. Each of the parties shall indemnify and hold harmless the other party against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective equipment, lines and other facilities.

10. The Company allows the interconnection of Customer's generation equipment with Company's interconnection equipment at the property described in paragraph 1 of this Agreement subject to the terms and conditions set forth in (1) the Wisconsin Administrative Code Chapter 119, (2) the completed Distributed Generation Application (PSC Forms 6027 or 6028) as approved by the Company and (3) the Distributed Generation Interconnection Agreement (PSC Forms 6029 or 6030). A copy of the Distributed Generation Interconnection Agreement shall be attached hereto as Exhibit 4.
11. The Customer shall maintain liability insurance in the amount provided for in Wisconsin Administrative Code Chapter PSC 119.05, Table 119.05-1 (as shown below) or prove financial responsibility by another means mutually agreeable to the Customer and the Company. It is understood that the Company does not represent in any way that the type or minimum limits of insurance or financial protection herein specified are sufficient or adequate to provide for the obligations assumed hereunder by the Customer.

**Table 119.05-1**

<b>Category</b>	<b>Generation Capacity</b>	<b>Minimum Liability Insurance Coverage</b>
1	20 kW or less	\$300,000
2	Greater than 20 kW to 200 kW	\$1,000,000
3	Greater than 200 kW to 1 MW	\$2,000,000
4	Greater than 1 MW to 15 MW	Negotiated

12. If the Customer believes that this Agreement or any requirement hereunder is unreasonable, it may appeal the matter to the Public Service Commission of Wisconsin.
13. Upon execution of this Agreement and the Distributed Generation Interconnection Agreement, this Agreement shall become effective immediately hereunder and shall continue in effect until terminated by the Customer upon thirty (30) days prior written notice given to the Company or, by the Company in accordance with Section 10 of the Distributed Generation Interconnection Agreement. Company notification shall be to the Customer of record at the current listed mailing address on the billing account. Customer notification shall be to the Company's Central Group, using the methods stated for submitting distributed generation application forms as found on the Company website.
14. This Agreement shall be binding upon the personal representatives, heirs, successors and assigns of the respective parties hereto.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WISCONSIN ELECTRIC POWER COMPANY

By \_\_\_\_\_

\_\_\_\_\_  
(WE representative name)

\_\_\_\_\_  
(Customer signature)

\_\_\_\_\_  
(Customer name)

\_\_\_\_\_

\_\_\_\_\_  
(Customer Address)

# **Exhibit 1**

## **Generation/Power Equipment Description**

**GENERATION/POWER EQUIPMENT DESCRIPTION**

I. Generator

- a) Power source (fossil, solar, wind, hydro, etc.) Solar
- 
- b) Manufacturer Solar Edge
- Manufacturer's Address \_\_\_\_\_
- c) Manufacturer's Reference Number, type or style SE11400H-US
- d) Nameplate Rating 11.4
- Generator Capacity 11.4 kW
  - Output Voltage 11.4 V
  - Number of Phases (one, three) 3
  - Generator Type (Induction, Synchronous, Asynchronous) \_\_\_\_\_
- 
- Generator Source (Wind, Hydro, Biomass, etc.) Solar
- e) Service Center: \_\_\_\_\_
- f) WE Representative: \_\_\_\_\_
- g) Phone Number: \_\_\_\_\_

II. Interface Circuit

This is the electrical circuit interposed between Wisconsin Electric Power Company service and the Customer's source of electrical supply. In the case of a D.C. generator, this circuit is sometimes referred to as the "synchronous inverter."

- a) Manufacturer \_\_\_\_\_
- Manufacturer's Address \_\_\_\_\_
- b) Manufacturer's Reference Number \_\_\_\_\_

III. Requirement Prior To Execution/Signing of Contract

A one-line diagram of Customer's generation equipment to represent the following must be provided prior to entering into this agreement:

- The size of generator in KVA
- Print of common coupling to the utility isolation features provided to disconnect from the grid in case of loss of grid.
- Method of grounding
- Physical location of disconnect switch (describe).

Date on which one line diagram was provided: \_\_\_\_\_

**INSTRUCTIONS**

**SUBMIT THIS FORM DIRECTLY TO YOUR ELECTRIC PROVIDER**

Notice: This form must be completed and submitted with fees to meet Wisconsin Admin. Code PSC 119.04 (2). Personal information collected will be used for administrative purposes only.

This application form is for interconnection to the electric distribution system of distributed generation systems sized up to 15 megawatts (MW) alternating current (AC) and associated equipment in compliance with Wisconsin Administrative Code Chapter PSC 119. For distributed generation systems that are DC rated, if applicable, please use the conversion factor provided by your utility to determine the AC nameplate rating of the system.

If a distributed generation system already has an interconnection agreement but has simply changed ownership, do not fill out this form. Fill out Form, "Change of Ownership Form for Distributed Generation Equipment." If this generation system is planned in conjunction with construction of a new building, provide the current owner/builder's information as the Applicant, and have the new home/building purchaser fill out a "Change of Ownership" Form upon completion of sale.

This form is for generation systems that will operate in parallel with the distribution grid. *If the system you are considering will operate only in isolation from the electric distribution grid, you do not need to fill out this form.*

<b>FEES: Table 119.08-1</b>					
<b>Category</b>	<b>Export Capacity</b>	<b>Application Review Fee</b>	<b>Engineering Review Fee</b>	<b>Distribution System Study Fee</b>	<b>Commissioning Fee</b>
1	20 kW or less	\$150 (1-8 kW) / \$300 (9-20 kW)	Cost based	Cost based	\$150
2	Greater than 20 kW to 200 kW	\$300 + \$10 / kW	Cost based	Cost based	\$250
3	Greater than 200 kW to 1 MW	\$2,000 + \$2 / kW	Cost based	Cost based	\$1,000
4	Greater than 1 MW to 15 MW	\$4,000 + \$0.50 / kW	Cost based	Cost based	\$2,500

An applicant seeking to interconnect a distributed generation facility to the distribution system of a public utility shall maintain liability insurance equal to or greater than the amounts stipulated in Table 119.05-1, per occurrence, or prove financial responsibility by another means mutually agreeable to the applicant and the public utility.

<b>INSURANCE REQUIREMENTS: Table 119.05-1</b>		
<b>Category</b>	<b>Generation Capacity (AC)</b>	<b>Minimum Liability Insurance Coverage</b>
1	20 kW or less	\$300,000
2	Greater than 20 kW to 200 kW	\$1,000,000
3	Greater than 200 kW to 1 MW	\$2,000,000
4	Greater than 1 MW to 15 MW	Negotiated

**NAME AND ADDRESS OF ELECTRIC SERVICE PROVIDER**

We Energies                      231 W Michigan Street                      Milwaukee                      WI                      53203  
 NAME                      MAILING ADDRESS                      CITY                      STATE                      ZIP CODE                      EMAIL

**SIZE CATEGORY APPLICABLE TO THIS APPLICATION**

- Category 1 (20 kW or less)
- Category 2 (Greater than 20 kW to 200 kW)
- Category 3 (Greater than 200 kW to 1 MW)
- Category 4 (Greater than 1 MW to 15 MW)



1. APPLICANT CONTACT INFORMATION

Under PSC 119 02(2), "Applicant" means the legally responsible person applying to a public utility to interconnect a distributed generation facility to the public utility's distribution system

Hersh	Kelly	
LAST NAME	FIRST NAME	MIDDLE NAME
Franklin		Director of Administration
COMPANY (IF APPLICABLE)	REPRESENTATIVE (IF APPLICABLE)	TITLE
	Franklin	WI
STREET ADDRESS	CITY	STATE
		Milwaukee
		COUNTY
(414) 427-7504		KHersh@franklinwi.gov
PRIMARY PHONE NUMBER	ADDITIONAL EMERGENCY PHONE	EMAIL ADDRESS

2. LOCATION OF THE GENERATION SYSTEM  SAME AS APPLICANT ADDRESS ABOVE

STREET ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP CODE
			0705054801-00007
PRIMARY PHONE NUMBER	ADDITIONAL EMERGENCY PHONE	ELECTRIC SERVICE ACCOUNT NUMBER	
NZ239163			
METER NUMBER	LATITUDE - LONGITUDE (OPTIONAL)	COUNTY	

Does this application relate to a change or modification of an existing system?  
If there is already generation at the point of interconnection, this is a modification

- Yes, this is a modification  No, there is no generation currently at this point of interconnection

3. CUSTOMER TYPE

- Residential  Farm  Commercial  Industrial  Independent Power Producer  
 Other \_\_\_\_\_

4. APPLICANT'S OWNERSHIP INTEREST IN THE GENERATION SYSTEM

- Owner  Co-owner  Other \_\_\_\_\_

5. TYPE OF THE GENERATION SYSTEM

- Solar PV  Wind  Hydropower  Biomass  Storage  
 Other \_\_\_\_\_

Fill out appropriate technology-based attachment

**Form 6031**

**Wisconsin Standard Distributed Generation Application Form (Generation up to 15 MW)**

**6. PRIMARY INTENTION OF GENERATION SYSTEM**

- Net Metering     Certified Qualifying Facility under PURPA (Public Utility Regulatory Policies Act of 1978)     Offset load, non-export of power
- Other (describe) \_\_\_\_\_

**7. TYPE OF INTERCONNECTION**

- Parallel Operation (operation for more than 100 milliseconds while connected to the distribution system)
- Momentary parallel operation (less than or equal to 100 millisecond connection), or isolated operation / open transition

\*Per Instructions on page 1, an application is not needed if the connection to the utility system is less than or equal to 100 milliseconds

**8. ELECTRICITY USE, PRODUCTION, AND PURCHASES**

a Anticipated annual electricity consumption of the facility or site	_____	kWh/yr
b Anticipated annual electricity production of the generation system	73,268	kWh/yr
c Anticipated annual electricity purchases from electric utility (a – b)	_____	kWh/yr*

\* Value will be negative if there are net sales to the Public Utility

**9. PROJECT DESIGN AND ENGINEERING**

Eagle Point Solar

COMPANY

Creighton Kinny

REPRESENTATIVE

ckinny@eaglepointolar.com

EMAIL ADDRESS

Project Analyst

TITLE

(563) 582-4044

PHONE NUMBER

**10. INSTALLING CONTRACTOR INFORMATION (IF KNOWN)**

SAME AS PROJECT DESIGN & ENGINEERING ABOVE

COMPANY

ELECTRICAL CONTRACTOR'S LICENSE NUMBER

REPRESENTATIVE

TITLE

EMAIL ADDRESS

PHONE NUMBER

**11. ESTIMATED CONSTRUCTION START DATE**

**REQUESTED IN-SERVICE DATE**

MONTH

DAY

YEAR

MONTH

DAY

YEAR

12. LIABILITY INSURANCE

CARRIER \_\_\_\_\_ LIMITS \_\_\_\_\_

AGENT NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

- Self-insured (e.g., if a local unit of government)
- Other form of financial responsibility (please describe) \_\_\_\_\_

Note Applicant must also provide Proof of Insurance as an Attachment  
 Note See Minimum Coverage under Wis Admin Code PSC 119.05-1.  
 Note If this is new construction, provide the current owner/builder's insurance information, and have the new home/building purchaser fill out a "Change of Ownership" Form upon completion of sale.

13. DESIGN REQUIREMENTS

- a) Has the proposed paralleling equipment (such as an inverter) been certified by a nationally recognized testing laboratory (e.g. UL 1741)?  Yes  No
- b) If certified, list the applicable certifications (e.g. UL 1741) \_\_\_\_\_  Not Applicable
- c) If not certified, does the proposed distributed generator meet the requirements defined in Wis Admin Code chapter PSC 119.27?  Yes  No

14. REQUIRED ATTACHMENTS

- a) Technology-based attachment(s) and related manufacturer specification data sheets
- b) One-line Schematic Diagram of the System that includes the distributed generation equipment, interconnection disconnect switch (if required), point of interconnection, meter(s), protection equipment, and associated instrumentations
- c) Site plan showing major equipment, electric service entrance, electric meter(s), location of distributed generation and Interface equipment, protection equipment, location of disconnect switch (if required), adjoining street name, and street address of the distributed generation system
- d) Proof of Insurance per Section 12
- e) Proof of equipment certification or other compliance with requirements described in Section 13

15. APPLICANT AND DESIGNER/ENGINEER SIGNATURE

To the best of my knowledge, all the information provided in this Application Form is complete and correct

APPLICANT SIGNATURE (LISTED IN SECTION 1) \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT DESIGNER/ENGINEER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE October 15, 2024
REPORTS & RECOMMENDATIONS	Finance Committee Recommended Changes to the 2025 Mayor's Recommended Budget	ITEM NUMBER B.12.

**Background**

Upon introduction of the Mayor's Recommended 2025 Budget on September 17, 2024, the Finance Committee reviewed the Recommended Budget. The Finance Committee met four times on September 24<sup>th</sup>, 26<sup>th</sup>, October 7<sup>th</sup> and 9<sup>th</sup>. Department Heads made themselves available to provide details on their requests and respond to inquiries regarding operating and capital items.

The Finance Department worked extremely hard with the information provided to present a balanced budget. The Finance Committee has reviewed the entire 2025 Mayor's Recommended Budget, but further discussion on Tax Levy Appropriated Funds will be held at the Finance Committee meeting on October 22, 2024.

**Recommendation**

After hearing from the Department Heads related to 2025 operating and capital budgets, reviewing each of the operating departments, Debt Service, Tax Incremental Financing Districts, Capital, and all Special Revenue funds, the Finance Committee has compiled recommended changes for the 2025 Mayor's Recommended Budget to the Common Council.

The Finance Committee recommends changes to the 2025 Budget, summarized by Fund and Budget Appropriation Unit as attached.

Again, further discussion on the General Fund, Self Insurance Fund and Sewer Fund will be held on October 22, 2024 and any recommended changes by the Finance Committee will be presented to the Council at a Special Common Council meeting on October 29, 2024.

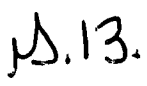
**COUNCIL ACTION REQUESTED**

Motion to amend the 2025 Mayor's Recommended Budget for resources and expenditures by Fund and appropriation unit as detailed on the attached schedule be included in the Proposed 2025 City of Franklin, WI Budget for the Public Hearing scheduled for November 12, 2024.

Finance Dept. - DB

**City of Franklin**  
**Finance Committee Changes to Recommended Budget**

Fund - Dept - Acct	Revenues	Expenditures	Net
<b>Debt Service</b>	1,577,919	1,476,138	101,781
31-0000-4011 Debt Service Tax Levy	-100,000		-100,000
			0
<b>Revised Total</b>	<b>1,477,919</b>	<b>1,476,138</b>	<b>1,781</b>
<b>Capital Outlay</b>	1,058,000	1,055,126	2,874
41-0211-5810 Fleet Lease Program - PD		-270,000	270,000
41-0147-5843 Software (Website)		-20,000	20,000
41-0151-5843 Software (ClearGov)		48,575	-48,575
41-0221-5822 Building Improvements - Station #1 Remodel		50,000	-50,000
41-0211-5819 Capital Equipment (Tasers)		48,260	-48,260
41-0211-5819 Capital Equipment (Body Cameras)		69,410	-69,410
41-0199-5499 Unrestricted Contingency		10,000	-10,000
<b>Revised Total</b>	<b>1,058,000</b>	<b>991,371</b>	<b>66,629</b>
<b>Capital Improvement</b>	3,911,600	2,600,000	1,311,600
46-0551-5833 5127 Trail - STH 100 - 60th to St. Martins (Updated construction estimate from DOT + 10% contingency)		169,400	-169,400
46-0000-4911 Bond Proceeds	-1,142,200		-1,142,200
<b>Revised Total</b>	<b>2,769,400</b>	<b>2,769,400</b>	<b>0</b>
<b>Street Improvement</b>	2,343,900	2,340,000	3,900
47-0000-4144 Transportation Aid	16,000		16,000
47-0331-5823 Local Street Improvement Program		16,000	-16,000
<b>Revised Total</b>	<b>2,359,900</b>	<b>2,356,000</b>	<b>3,900</b>
<b>Impact Fee Development Fund</b>	1,010,000	1,333,018	-323,018
27-0000-4294 Water Impact Fees	675,000		675,000
<b>Revised Total</b>	<b>1,685,000</b>	<b>1,333,018</b>	<b>351,982</b>

<p align="center"><b>APPROVAL</b></p>	<p align="center"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p align="center"><b>MEETING DATE</b>   <b>October 15, 2024</b></p>
<p align="center"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><i>City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman</i>, Milwaukee County Circuit Court Case No. 24-CV-7479. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p align="center"><b>ITEM NUMBER</b>   </p>

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the *City of Franklin v. BPC Master Developer, LLC and Michael Zimmerman*, Milwaukee County Circuit Court Case No. 24-CV-7479 litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 10/15/2024</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM 02/NUMBER H.</b>

See attached License Committee Meeting Minutes from the License Committee Meeting of October 15, 2024.

**COUNCIL ACTION REQUESTED**

Approval of the Minutes of the License Committee Meeting of October 15, 2024.

CITY CLERK'S OFFICE



**License Committee Agenda\***  
**Franklin City Alderman Room**  
**9229 West Loomis Road, Franklin, WI**  
**October 15, 2024 – 5:45 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2024-2025 New</b>	<b>Jennifer Gjerseth</b> The Rock Sports Complex			
<b>Operator 2024-2025 New</b>	<b>Emanuel Hernandez</b> Walgreens #05459			
<b>Operator 2024-2025 New</b>	<b>Lisandra Rodriguez</b> Walgreens #05884			
<b>Temporary Class “B” Beer &amp; Temporary “Class B” Wine</b>	<b>St. Martin of Tours Church – Fall Harvest Fest</b> Person in Charge: Jennifer Drzewiecki Location: 7963 S 116 <sup>th</sup> St Date of Event: 11/9/24			
<b>3.</b>	<b>Adjournment</b>	<b>Time:</b>		

\*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

<b>APPROVAL</b> <i>DB</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 10/15/2024
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> I

Attached are vouchers dated September 27, 2024 through October 10, 2024, Nos. 199575 through Nos. 199755 in the amount of \$ 2,009,210.41. Also included in this listing are EFT Nos. 5836 through EFT Nos. 5849, Library vouchers totaling \$ 319.52 and Water Utility vouchers totaling \$ 32,464.75.

Early release disbursements dated September 27, 2024 through October 9, 2024 in the amount of \$ 548,377.09 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated October 4, 2024 is \$ 515,215.72, previously estimated at \$ 483,000. Payroll deductions dated October 4, 2024 are \$ 285,169.20, previously estimated at \$ 255,000.

The estimated payroll for October 18, 2024 is \$ 500,000 with estimated deductions and matching payments of \$ 525,000.

The estimated payroll for November 1, 2024 is \$ 465,000 with estimated deductions and matching payments of \$ 260,000.

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of October 10, 2024 in the amount of \$ 2,009,210.41
- Payroll dated October 4, 2024 in the amount of \$ 515,215.72 and payments of the various payroll deductions in the amount of \$ 285,169.20 plus City matching payments and
- Estimated payroll dated October 18, 2024 in the amount of \$ 500,000 and payments of the various payroll deductions in the amount of \$ 525,000, plus City matching payments.
- Estimated payroll dated November 1, 2024 in the amount of \$ 465,000 and payments of the various payroll deductions in the amount of \$ 260,000, plus City matching payments.

**ROLL CALL VOTE NEEDED**