The following items have been added to the packet:

1. Commission agenda addendum – meeting cancellation notice.
Meeting Agenda
Commission

Dan Devine, Chair
Eugene Manzanet, Vice Chair
Tim Carpenter, Kathy Ehley, Cavalier C. Johnson,
LaTonya Johnson, Bryan L. Kennedy, Ph.D., Kris Martinsek
Jeff Stone, John Swan, Ill, Corey Zetts

Monday, March 23, 2020  1:00 PM  Dennis M. Grzezinski Conference Room

AGENDA ADDENDUM-CANCELLATION

NOTICE IS HEREBY GIVEN, pursuant to Section 19.84, Wisconsin Statutes, that the Milwaukee Metropolitan Sewerage District's Commission's regularly scheduled public meeting on Monday, March 23, 2020, at 1:00 p.m. at the District's Headquarters, 260 W. Seboth Street, Milwaukee, Wisconsin, in the Dennis M. Grzezinski Conference Room, is CANCELLED. The meeting will be rescheduled at a later date.

Anna Kettlewell, Commission Secretary
Milwaukee Metropolitan Sewerage District
NOTICE IS HEREBY GIVEN, pursuant to Section 19.84, Wisconsin Statutes, that the Milwaukee Metropolitan Sewerage District’s Commission will hold its regularly scheduled public meeting on Monday, March 23, 2020, at 1:00 p.m. at the District’s Headquarters, 260 W. Seebooth Street, Milwaukee, Wisconsin, in the Dennis M. Grzezinski Conference Room.

PURSUANT TO SECTION 19.85(1)(g), Wisconsin Statutes, the Commission reserves the right to go into Closed Session on any item on the public portion of the agenda to confer with Legal Counsel when it appears the matter may involve the District in litigation. If the Commission does convene in such a Closed Session, it is contemplated that the Commission will again, before adjourning the meeting, reconvene at the same place in Open Session at which time the Commission may act upon any item(s) considered in the Closed Session and upon any unfinished items from the regular agenda.

CALL TO ORDER

RECORD ROLL

Approval of Proceedings of Regular Commission Meeting held February 24, 2020

OPERATIONS COMMITTEE MEETING REPORT

1  20-032-3  Contract J02015D01, Engineering Services - Jones Island Aeration Basin Concrete Rehabilitation

2  20-033-3  Contract J04074E01, Preliminary Engineering - Milorganite® Packaging Facility

3  20-034-3  Change Order Request, Contract K01012C07, Conveyance Supervisory Control and Data Acquisition Upgrade - Phase 2, and Restore the Executive Director’s Original Delegated Authority
4 20-035-3  Authorizing the Executive Director to Enter into a Settlement Agreement and Memorandum of Understanding Regarding Responsibility for Disposal of Plate and Frame Press Cake, and Change Order Request to Purchase Order 10826 for South Shore Plate and Frame Press Cake Shared Disposal Costs

5 20-036-3  Change Order Request, Contract P01005C03, Pump Station Replacements - Interplant Sludge System Improvements, and Approve Changes in Total Project Cost

6 20-037-3  Contract S06046C01, Cat Engine 1, 2, 3, and 4 Top End Overhauls at South Shore Water Reclamation Facility

7 20-038-3  Amend the 2020 Capital Budget, Create Project J06078, Jones Island Odor Assessment, and Award of Contract J06078P01 - Planning Services - Odor Assessment, Modeling and Capital Improvement Plan at Jones Island Water Reclamation Facility Project

Requires a 2/3 Affirmative Vote of the Commission for Adoption

POLICY, FINANCE & PERSONNEL COMMITTEE MEETING REPORT

8 20-039-3  Amend the 2020 Capital Budget and Create the Following Projects: Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements; Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements; and Project C05057, I-43 Metropolitan Interceptor Sewer Improvements

Requires a 2/3 Affirmative Vote of the Commission for Adoption

9 20-040-3  Agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for Kinnickinnic River Watercourse Restoration and Flood Management in Jackson Park, and Approve Change in Total Project Cost

10 20-041-3  Authorizing the Executive Director to Execute Payment to Infor, Inc., for the Annual Maintenance and Support for the District’s Financial System

11 20-042-3  Approval of the Removal of Criminal History Questions from the MMSD Employment Application

12 20-043-3  Performance Assurance Mechanism for Contract C05041C03, Basin H Central Metropolitan Interceptor Sewer Polychlorinated Biphenyl Remediation

13 20-044-3  Declaration of the Public Necessity and Approval of the Acquisition Plat (Relocation Order) for the Project J06001, NS-12 Collector System Improvements
14  20-045-3  Issuance of 20-year License Agreement for Stormwater Discharge Facilities to be Located on District-owned Property at Wilson Park Creek

15  20-046-3  Authorizing and Providing for the Sale and Issuance of Two Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details

Requires a 2/3 Affirmative Vote of the Commission for Adoption

ADJOURNMENT

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request these services, contact the Office of the Commission at 414.225.2264, (FAX) 414.277.6360 or write to Office of the Commission, 260 W. Seeboth Street, Milwaukee, Wisconsin, 53204-1446.

Anna Kettlewell, Commission Secretary
Milwaukee Metropolitan Sewerage District
Meeting Minutes

Commission

Dan Devine, Chair
Eugene Manzanet, Vice Chair
Tim Carpenter, Kathy Ehley, Cavalier C. Johnson,
LaTonya Johnson, Bryan L. Kennedy, Ph.D., Kris Martinsek
Jeff Stone, John Swan, Ill, Corey Zetts

Monday, February 24, 2020 9:00 AM Dennis M. Grzezinski Conference Room

CALL TO ORDER

Commission Chair Commissioner Devine called the meeting to order at 9:00 a.m.

RECORD ROLL

Present 11 - Tim Carpenter, Dan Devine, Kathy Ehley, Cavalier C. Johnson, LaTonya Johnson, Bryan L. Kennedy Ph.D., Eugene Manzanet, Kris Martinsek, Jeff Stone, John Swan Ill, and Corey Zetts

Approval of Proceedings of Regular Commission Meeting held January 27, 2020

A motion was made by Commissioner Kennedy, seconded by Commissioner Manzanet. The motion carried.

NEW BUSINESS

20-004-1 Operations and Maintenance Report for January 2020 - Pat Obenauf & Scott Royer

The Commission received a PowerPoint presentation from Sid Arora, Contract Compliance Assistant Manager, and Scott Royer, General Manager, Veolia Water Milwaukee, LLC, with comments by Kevin L. Shafer, P.E., Executive Director, and Katherine Lazarik, Director of Legal Services.

OPERATIONS COMMITTEE MEETING REPORT

Items 1-9 were taken as a block.

1 20-015-2 Change Order Request, Contract J01013D01, Engineering Services - Preliminary Treatment Electrical Upgrade at Jones Island Water Reclamation Facility, Restore the Executive Director’s Original Delegated Authority, and Approve Changes in Total Project Cost

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
2 20-016-2  Award of Contract J04035C01, Greens Grade Train Replacement at Jones Island Water Reclamation Facility. Award of Contract J04065C01, First Stage Classification Replacement at Jones Island Water Reclamation Facility, and Approve Changes in Total Project Cost

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

3 20-017-2  Restore the Executive Director's Original Delegated Authority, Contract J04035D01, Engineering Services - Greens Grade Train Replacement and New Redundant Train at the Jones Island Water Reclamation Facility

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

4 20-018-2  Award of Contract J04067C01, Dewatering and Drying South Cake Loadout Addition at Jones Island Water Reclamation Facility

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

5 20-019-2  Award of Contract S06039C01, South Shore Water Reclamation Facility Building Roof Replacement - Phase 4, and Approve Changes in Total Project Cost

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

6 20-020-2  Award of Contract S06038C07, Dissolved Air Flotation Thickeners 7, 9, 10, and 12 Rehabilitation at South Shore Water Reclamation Facility

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

7 20-021-2  Contract TS-2672, General On-Call Construction Services for the Water Reclamation Facilities

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

8 20-022-2  Contract TS-2668, General On-Call Engineering Services for Watercourse Facilities

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
Amend the 2020 Capital Budget, Create Project J04073, Dewatering and Drying Dust Collection System, and Award of Contract J04073E01 - Engineering Services - Jones Island Water Reclamation Facility Dewatering and Drying Dust Collection System Modeling Project

A motion was made by Commissioner Swan, seconded by Commissioner Ehley, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

POLICY, FINANCE & PERSONNEL COMMITTEE MEETING REPORT

*Items 10-14 were taken as a block*

Approval of National Fish and Wildlife Foundation Wisconsin Green Infrastructure Funder Collaboration, Contract G98013P01

A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

Adoption of Proposed Amendments to MMSD Rules, Chapter 2, Design and Construction of Sewers and Ancillary Facilities to Make Clarifications, Updates, and Process Improvements

A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

Approval of City of Milwaukee Intergovernmental Cooperation Agreement for Green Solutions Overpass Project

A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

Award of Contract P-2882, Records Storage and Retrieval Services

A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.

Contract M06016C01, Enterprise Resource Planning System Implementation with Ciber Global, LLC; Contract M06016C02 with Oracle America, Inc.; Contract M06016C03 with Maverick Solutions for Training Services Subscription; and Contract M06016C04, Implementation Consulting Services with Plante & Moran, PLLC

A motion was made by Commissioner Stone, seconded by Commissioner Carpenter, that this resolution be adopted by a voice vote. The motion carried by a unanimous voice vote.
ORGANIZATION & ADMINISTRATION

20-003-1  EXECUTIVE DIRECTOR’S REPORT

A. Monthly Reports

B. Staff Recognition (Kevin Shafer)

C. 2050 Facilities Plan Update (Karen Sands)

D. Energy and Greenhouse Gas Reporting (Kevin Jankowski and Brittany Hess)

E. 2020 Goals (Mickie Pearsall)

F. Harbor Siphons Update (Rick Niederstadt)
   A. No report.
   B. No report.

C. The Commission received a PowerPoint presentation from Karen Sands, with comments by Kevin Jankowski, Plants Program Manager, and Kevin L. Shafer, P.E., Executive Director.

D. The Commission received a PowerPoint presentation from Kevin Jankowski, Plants Program Manager, and Brittany Hess, Senior Project Manager, with comments by Kevin L. Shafer, P.E., Executive Director.

E. The Commission received a PowerPoint presentation from Christine Durkin, Management and Budget Analyst, with comments by Kevin L. Shafer, P.E., Executive Director.

F. The Commission received a PowerPoint presentation from Rick Niederstadt, Capital Program Support Manager, with comments by Kevin L. Shafer, P.E., Executive Director.

CLOSED SESSION

It was moved by Commissioner Kennedy, seconded by Commissioner L. Johnson, to convene into closed session at 10:35 a.m.; the motion carried.

CS1  20-029-2  Deliberating the Investment of Public Funds for Project W87004, the Greenseams® Program: Acquisition of a Conservation Easement in the Milwaukee River Watershed, City of Newburg, Ozaukee County

Heard in closed session
Heard in closed session

CS3 20-031-2  Negotiation of Performance Assurance Mechanism for Contract C05041C03, Basin H Central Metropolitan Interceptor Sewer Polychlorinated Biphenyl Remediation
Heard in closed session

ADJOURNMENT

The Commission adjourned from closed session at 11:23 a.m.

Anna Kettlewell, Commission Secretary
Milwaukee Metropolitan Sewerage District
SUMMARY:

The Commission is requested to authorize the Executive Director to execute on behalf of the District Contract J02015D01, Engineering Services – Jones Island Aeration Basin Concrete Rehabilitation, with Donohue & Associates, Inc., in an amount not to exceed $303,332. Donohue & Associates, Inc., was the highest scoring proposer through a qualifications-based selection method among five proposals received.

The Jones Island Water Reclamation Facility (JIWRF) secondary treatment process includes a total of 32 aeration basins: 12 West Plant and 20 East Plant Aeration Basins. The East Plant Aeration Basins were constructed in 1935 or 1953. Each East Plant Aeration Basin consists of a cast-in-place, reinforced concrete structure approximately 370 feet long, 44 feet wide, and 16 feet deep. The basins are divided into two equal parts by a center concrete dividing wall featuring a T-shape at the top of the wall. The T-shape serves as a walkway between the basins.

The concrete walkways that support the handrails around East Plant Aeration Basins 1, 2, 3, 4, 5, 8, 16, and 19 are deteriorated, resulting in compromised structural support of the handrails. Staff have also observed deteriorated and cracked concrete of the interior walls and floors of the basins, along with exposed steel reinforcement at numerous locations.

The purpose of this project is to extend the useful life of the aeration basins, increase worker safety, reduce the risk of air diffuser damage caused by falling concrete, and rehabilitate deteriorating assets.

ATTACHMENTS: BACKGROUND ☐ KEY ISSUES ☐ RESOLUTION ☒
FISCAL NOTE ☒ S/W/MBE ☒ OTHER ☐

OP_Award_J02015D01_JI_Aeration_Basin_Concrete_Rehab_legislative_file.docx
02-28-20

COMMITTEE ACTION: _________________________________ DATE: _____________

COMMISSION ACTION: _________________________________ DATE: _____________
SUMMARY (Cont’d)

Contract J02015D01, Engineering Services – Jones Island Aeration Basin Concrete Rehabilitation

Under Contract J02015D01, the consultant will:

- Perform a condition assessment of the concrete to evaluate concrete deterioration and develop recommendations for rehabilitation.
- Provide engineering services to design the concrete rehabilitation.
- Develop biddable plans and specifications.
- Perform construction bid and award services.
- Provide engineering services during construction.

After the design work is complete, the District will publicly bid the construction contract.

The duration for this contract is approximately 52 months.
RESOLUTION

Contract J02015D01, Engineering Services – Jones Island Aeration Basin Concrete Rehabilitation

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute Contract J02015D01, Engineering Services – Jones Island Aeration Basin Concrete Rehabilitation, with Donohue & Associates, Inc., in an amount not to exceed $303,332.
## Capital Budget Fiscal Note

**Total Project Cost**

**RELATING TO:** Contract J02015D01, Engineering Services – Jones Island Aeration Basin Concrete Rehabilitation

### Capital Project Number(s) Impact of Requested Action on Total Project Cost:

<table>
<thead>
<tr>
<th>Capital Project Number(s)</th>
<th>Impact of Requested Action on Total Project Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>J02015</td>
<td>[ ] Increase [ ] Decrease [ ] New Project [x] No Change</td>
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</table>

### Total Project Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted 2020 Total Project Cost</td>
</tr>
<tr>
<td>Previously Approved Changes</td>
</tr>
<tr>
<td>Approved Total Project Cost</td>
</tr>
<tr>
<td>Requested Total Project Cost</td>
</tr>
<tr>
<td>Requested (Increase)/Decrease</td>
</tr>
</tbody>
</table>

### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

- Transfer from Allowance for Cost and Schedule Changes
- Transfer from another project (specify in comments)
- Delay Project(s) (specify in comments)
- Delete Project(s) (specify in comments)
- Other
- Transfer to Allowance for Cost and Schedule Changes

### Comments

Budget Review by: Christine Durkin  Date: 2/13/2020
Contract J02015D01, Engineering Services – Jones Island Aeration Basin Concrete Rehabilitation

Procurement & S/W/MBE Summary Information

Contract # J02015D01  Cost Center: ENG

Engineering Services – Jones Island Aeration Basin Concrete Rehabilitation

### PROPOSAL SUMMARY

Proposal Receipt Date: 1/15/2020

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<tr>
<th>Total</th>
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<tbody>
<tr>
<td># of Proposals</td>
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<tr>
<td># of Acceptable Proposals</td>
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### PROPOSALS (listed by rank)

<table>
<thead>
<tr>
<th>Subconsultant Name</th>
<th>Type of Work</th>
<th>% Sub</th>
<th>% SWMBE</th>
<th>Negotiated Price</th>
</tr>
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<tbody>
<tr>
<td>Donohue &amp; Associates</td>
<td>Structural engineering</td>
<td>29.5%</td>
<td>29.5%</td>
<td>$303,332.00</td>
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<td>Strand Associates, Inc.</td>
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<td>21.0%</td>
<td>$341,540.00</td>
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<tr>
<td>Bloom Companies</td>
<td>Structural engineering</td>
<td>15.8%</td>
<td>94.8%</td>
<td>-</td>
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<tr>
<td>GEI Consultants</td>
<td>Structural engineering</td>
<td>20.1%</td>
<td>20.1%</td>
<td>-</td>
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<tr>
<td>GRAEF</td>
<td>Structural engineering</td>
<td>31.6%</td>
<td>31.6%</td>
<td>-</td>
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</table>

Compensation packages for proposals rated "Conditionally Acceptable" and "Unacceptable" are not opened.

### SUBCONSULTANT INFORMATION

<table>
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<tr>
<th>Type</th>
<th>Subconsultant Name</th>
<th>Type of Work</th>
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<th>Amount</th>
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<tbody>
<tr>
<td>MBE</td>
<td>K. Singh &amp; Associates, Inc. Wauwatosa, WI 53222</td>
<td>Structural engineering</td>
<td>14.2%</td>
<td>$43,120.00</td>
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<tr>
<td>MBE</td>
<td>Oneida Total Integrated Enterprises Milwaukee, WI 53226</td>
<td>Electrical engineering</td>
<td>15.3%</td>
<td>$46,277.00</td>
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### ECONOMIC DEVELOPMENT ELEMENTS

Local Office Preference? Y  Mentor Protégé? N

2/25/2020
OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter, sent an e-mail notification to all registered firms in the Architecture & Engineering category, and sent targeted e-mails to 108 SWMBE engineering firms. The proposal opportunity is also publicly accessible from the MMSD website and Bonfire, the portal used to post RFPs. Bonfire also performs outreach to its users when an RFP is posted.

S/W/MBE Document Takers:
Andersen & Andersen Technical Services, LLC; Bloom Companies, LLC; Fusion Integrated Solutions, LLC; GESTRA Engineering, Inc.; IBC Engineering Services, Inc.; K. Singh & Associates, Inc.; L&R Engineering Services, LLC; M & M Environmental and Educational Services LLC; McEnroe Consulting Engineers; Oneida Total Integrated Enterprises; Ruekert & Mielke, Inc.; The Reese Group, LLC; ZS LLC

If no or low S/W/MBE participation, explain why:
n/a

Additional Comments:
n/a

AWARDEE INFORMATION

Company: Donohue and Associates, Inc.
Contact Person: Michael Stohl
Phone Number: (920) 803-7345
E-mail Address: mstohl@donohue-associates.com

EEO DATA

Location: 3311 Weeden Creek Road
Sheboygan, WI 53081

<table>
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<tr>
<th></th>
<th>Total</th>
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<td>Females</td>
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<td>Native American</td>
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<td>0.0%</td>
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</table>

Labor Market Availability - Minorities: 10.0%
Labor Market Availability - Females: 50.0%

2/25/2020
## PRIME PERFORMANCE HISTORY - S/WMBE COMPLIANCE

<table>
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<tr>
<th>Contract Title</th>
<th>Start Date</th>
<th>Percent Complete</th>
<th>Contract Value</th>
<th>Payments to Prime</th>
<th>Proposed SWMBE $</th>
<th>Proposed SWMBE %</th>
<th>SWMBE Actuals $</th>
<th>SWMBE Actuals %</th>
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<tr>
<td>J06057D01 - RAS VFDs Replacement Design</td>
<td>6/7/2013</td>
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<td>P01005D01 - Eng Services - ISS Improvements Project</td>
<td>5/25/2016</td>
<td>56%</td>
<td>$1,806,824</td>
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<td>$795,003</td>
<td>44%</td>
<td>$198,328</td>
<td>19%</td>
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<tr>
<td>S02008D01 - Engineering Services SS WRF Capacity Improvements</td>
<td>10/7/2016</td>
<td>68%</td>
<td>$381,124</td>
<td>$260,971</td>
<td>$70,965</td>
<td>19%</td>
<td>$14,999</td>
<td>6%</td>
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<tr>
<td>TS-2638 - On-Call Engineering Services for WRF</td>
<td>12/5/2016</td>
<td>69%</td>
<td>$485,398</td>
<td>$336,936</td>
<td>$97,080</td>
<td>20%</td>
<td>$68,973</td>
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<tr>
<td>J01021D01 - Grit Removal System Improvements</td>
<td>12/18/2018</td>
<td>55%</td>
<td>$233,765</td>
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<td>$54,654</td>
<td>23%</td>
<td>$15,184</td>
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</table>

*Note: Only contracts that are at least 50% complete are included in the table above.*
SUMMARY:

The Commission is requested to authorize the Executive Director to execute on behalf of the District Contract J04074E01, Preliminary Engineering – Milorganite® Packaging Facility, with Symbiont Science, Engineering, and Construction, Inc., (Symbiont) in an amount not to exceed $337,384. Symbiont was the only proposer. Staff reviewed their proposal and finds it acceptable.

The District produces Milorganite® at the Jones Island Water Reclamation Facility (JIWRF) to beneficially reuse biosolids recovered from wastewater as part of the treatment process. Milorganite® is packaged in five- and 32-pound bags for sale at retail outlets and packaged into 50-, 1,000- and 2,000-pound bags for professional use. The District currently uses a contracted vendor (Kinder Morgan) to package and store bagged Milorganite® before distribution to the market. Kinder Morgan leases space from the Port of Milwaukee (Port) near JIWRF and owns and operates the packaging/bagging equipment. Leased space includes an area for bagged Milorganite® storage.
SUMMARY (Cont’d)

Contract J04074E01, Preliminary Engineering – Milorganite® Packaging Facility

In 2019, the Port notified the District and Kinder Morgan that their strategic plan indicated that Kinder Morgan’s facilities are better suited to water-related commerce and that they desire to have Milorganite® packaging and storage occur at another location. District staff have since considered the option of owning and operating a packaging facility and recognize that there are advantages over the current method of contracted packaging. A new District-owned packaging facility provides the District with the following advantages:

- The District will obtain control over all aspects of packaging and storage, including costs, production output, equipment reliability, and production contamination risks.
- A new packaging facility will allow the District to utilize environmentally friendly packaging materials.

Understanding the Port’s long-term interests in changing the use of the land where packaging currently occurs and recognizing the advantages listed above, the District, as part of the 2020 Capital Budget, budgeted for design and construction of a new packaging/storage facility.

The District, in conjunction with the Port, has identified several potential sites locate and construct a new packaging facility. This proposed contract is the first step in ultimately siting, designing, and building a new packaging and storage facility.

Under Contract J04074E01, the consultant will:

- Identify other new sites and evaluate all identified sites for locating a new facility.
- Develop and evaluate alternative building types and layouts.
- Identify and evaluate the type, capacity, size, quantities, and locations of packaging equipment within a new facility.
- Prepare a preliminary engineering report that clearly defines the overall preferred alternative.

The duration for this contract is approximately 45 weeks.

Once the preliminary engineering report is completed, staff would proceed to develop and issue a new request for proposals that would include architectural and engineering services for the final design of the new facility. District staff will also pursue land acquisition based on this contract’s recommendations.
RESOLUTION

Contract J04074E01, Preliminary Engineering – Milorganite® Packaging Facility

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute Contract J04074E01, Preliminary Engineering – Milorganite® Packaging Facility, with Symbiont Science, Engineering, and Construction, Inc., in an amount not to exceed $337,384.
**Capital Budget Fiscal Note**  
**Total Project Cost**

**RELATING TO:** Contract J04074E01, Preliminary Engineering – Milorganite® Packaging Facility

<table>
<thead>
<tr>
<th>Capital Project Number(s)</th>
<th>Impact of Requested Action on Total Project Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>J04074</td>
<td>[ □ Increase ] [ □ Decrease ] [ □ New Project ] [ X No Change ]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Total Project Cost Analysis</strong></th>
<th><strong>Project Costs</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted 2020 Total Project Cost</td>
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<tr>
<td>Previously Approved Changes</td>
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<td>Approved Total Project Cost</td>
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<tr>
<td>Requested Total Project Cost</td>
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<tr>
<td>Requested (Increase)/Decrease</td>
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</tbody>
</table>

**Action to be taken to Long-Range Financing Plan to address Total Project Cost change**

- [ ] Transfer from Allowance for Cost and Schedule Changes
- [ ] Transfer from another project (specify in comments)
- [ ] Delay Project(s) (specify in comments)
- [ ] Delete Project(s) (specify in comments)
- [ ] Other
- [ ] Transfer to Allowance for Cost and Schedule Changes

**Comments**

---

**Budget Review by:** Christine Durkin  
**Date:** 2/4/2020
**Contract J04074E01, Preliminary Engineering – Milorganite® Packaging Facility**

**Procurement & S/W/MBE Summary Information**

**Contract #**  
J04074E01  
**Cost Center:**  
ENG

**Preliminary Engineering - Milorganite® Packaging Facility**

**PROPOSAL SUMMARY**  
Proposal Receipt Date:  
1/16/2020

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>SWMBE</th>
<th>Local</th>
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</thead>
<tbody>
<tr>
<td># of Proposals</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td># of Acceptable Proposals</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

**Proposals (listed by rank)**

<table>
<thead>
<tr>
<th>Subconsultant Name</th>
<th>Type of Work</th>
<th>%</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kapur &amp; Associates</td>
<td>Engineering services</td>
<td>18.5%</td>
<td>$62,290.00</td>
</tr>
<tr>
<td>M &amp; M Environmental and Educational Services, LLC</td>
<td>Engineering services</td>
<td>2.2%</td>
<td>$7,254.00</td>
</tr>
<tr>
<td>Penne Wilson Consulting</td>
<td>Technical writing</td>
<td>1.6%</td>
<td>$5,520.00</td>
</tr>
<tr>
<td>Zimmerman Architectural Studios, Inc.</td>
<td>Architectural services</td>
<td>12.0%</td>
<td>$40,440.00</td>
</tr>
<tr>
<td>Baker Engineering &amp; Risk Consultants, Inc.</td>
<td>Engineering services</td>
<td>4.6%</td>
<td>$15,580.00</td>
</tr>
</tbody>
</table>

Compensation packages for proposals rated “Conditionally Acceptable” and “Unacceptable” are not opened.

**SUBCONSULTANT INFORMATION**

<table>
<thead>
<tr>
<th>Type</th>
<th>Subconsultant Name</th>
<th>Type of Work</th>
<th>%</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>MBE</td>
<td>Kapur &amp; Associates Milwaukee, WI 53217</td>
<td>Engineering services</td>
<td>18.5%</td>
<td>$62,290.00</td>
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<tr>
<td>SBE</td>
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<td>Engineering services</td>
<td>2.2%</td>
<td>$7,254.00</td>
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<td>WBE</td>
<td>Penne Wilson Consulting Sturgeon Bay, WI 54235</td>
<td>Technical writing</td>
<td>1.6%</td>
<td>$5,520.00</td>
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<tr>
<td>Non-SWMBE</td>
<td>Zimmerman Architectural Studios, Inc. Milwaukee, WI 53233</td>
<td>Architectural services</td>
<td>12.0%</td>
<td>$40,440.00</td>
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<tr>
<td>Non-SWMBE</td>
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<td>Engineering services</td>
<td>4.6%</td>
<td>$15,580.00</td>
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</table>

**ECONOMIC DEVELOPMENT ELEMENTS**

- Local Office Preference?  
Y  
- Mentor Protégé?  
N
OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter and sent an e-mail notification to all registered firms in the Architecture & Engineering category. The proposal opportunity is also publicly accessible from the MMSD website and Bonfire, the portal used to post RFPs. Bonfire also performs outreach to its users when an RFP is posted.

S/W/MBE Document Takers:
Applied Technologies, Inc.; Bloom Companies, LLC; Fusion Integrated Solutions, LLC; GESTRA Engineering, Inc.; IBC Engineering Services, Inc.; K. Singh & Associates, Inc.; Kapur and Assoc.; L&R Engineering Services, LLC; M & M Environmental and Educational Services LLC; Mill Equipment Co., Inc.; Oneida Total Integrated Enterprises (OTIE); Thomas A. Mason Co., Inc.; ZS LLC

If no or low S/W/MBE participation, explain why:
n/a

Additional Comments:
n/a

AWARDEE INFORMATION

Company: Symbiont
Contact Person: Jason Froehlich
Phone Number: (800) 748-7423
E-mail Address: Jason.Froehlich@symbiontonline.com

6737 W. Washington St, Ste 3440
Milwaukee, WI 53214

Total # of Employees 147

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>%</th>
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</thead>
<tbody>
<tr>
<td><strong>Minorities</strong></td>
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<td></td>
</tr>
<tr>
<td>African American</td>
<td>2</td>
<td>6.8%</td>
</tr>
<tr>
<td>Asian</td>
<td>2</td>
<td>1.4%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>3</td>
<td>2.0%</td>
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<tr>
<td>Native American</td>
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<td>0.7%</td>
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<tr>
<td><strong>Females</strong></td>
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<td></td>
</tr>
<tr>
<td>African American</td>
<td>34</td>
<td>23.1%</td>
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<tr>
<td>Asian</td>
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<td>1.4%</td>
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<tr>
<td>Hispanic</td>
<td>2</td>
<td>1.4%</td>
</tr>
<tr>
<td>Native American</td>
<td>1</td>
<td>0.7%</td>
</tr>
</tbody>
</table>

Labor Market Availability - Minorities 20.0%  Labor Market Availability - Females 48.0%
| Contract Title                                                                 | Start Date | Percent Complete | Contract Value | Payments to Prime | Proposed SWMBE $ | Proposed SWMBE % | SWMBE Actuals $ | SWMBE Actuals % |
|-------------------------------------------------------------------------------|------------|------------------|----------------|-------------------|------------------|----------------|----------------|----------------|----------------|
| C98045D01 - Conveyance Gate Rehab Design - Phase 11                           | 7/29/2013  | 91%              | $394,240       | $357,637          | $150,600         | 38%            | $168,158       | 47%            |
| J04033D01, D&D Drainage Piping and Quench Chambers Rehab                      | 3/5/2015   | 97%              | $166,966       | $162,307          | $56,768          | 34%            | $47,985        | 30%            |
| C98051D01 Conv Gate Rehab - Phase 3                                            | 7/20/2015  | 100%             | $310,450       | $310,450          | $124,180         | 40%            | $132,177       | 43%            |
| J06054D01 ISS Crane & Tunnel Fan Overhaul                                      | 7/20/2015  | 96%              | $268,483       | $256,996          | $89,405          | 33%            | $84,448        | 33%            |
| C98053D01 Eng. Sers. Conv. Gate Rehab-Phase 4                                  | 11/1/2015  | 100%             | $353,536       | $353,536          | $148,697         | 42%            | $170,223       | 48%            |
| J04039D01 - Eng. Services JI WRF Pressure Relief Panel                         | 11/17/2015 | 100%             | $352,498       | $352,424          | $74,377          | 21%            | $85,452        | 24%            |
| J04057D01 Design and Engineering Services for JI WRF                          | 1/1/2016   | 100%             | $127,556       | $127,547          | $30,613          | 24%            | $20,779        | 16%            |
| J04051D01 - Eng. Services Main Recycle Air Belt Feed Screw Conveyor            | 4/26/2016  | 98%              | $93,651        | $91,543           | $24,874          | 27%            | $14,182        | 15%            |
| J04050D01 - Eng Serv Dryer Feed & Discharge Screw Conveyor                     | 7/1/2016   | 85%              | $459,640       | $390,721          | $172,181         | 37%            | $124,371       | 32%            |
| M01019P01 - Development of Air Monitoring Plans for Certain Conveyance & WRFs  | 8/1/2016   | 100%             | $389,316       | $389,207          | $69,065          | 18%            | $22,446        | 6%             |
| J04052D01 - Preliminary Engineering & Engineering Services for Milorganite Facility Improvements | 8/1/2016 | 92%              | $388,483       | $356,572          | $134,804         | 35%            | $77,281        | 22%            |
| J06026D01, JI & SS WRF Lighting Upgrade Design                                | 4/20/2017  | 94%              | $278,744       | $262,965          | $102,578         | 37%            | $61,080        | 23%            |
| I08001D01 - Engineering Services - NS-12 Collector System Requirements        | 8/22/2017  | 54%              | $1,142,081     | $613,385          | $225,789         | 20%            | $115,971       | 19%            |
| J04035D01 - ES Greens Grade Train Replacement                                 | 7/25/2018  | 80%              | $718,784       | $577,358          | $293,983         | 41%            | $159,539       | 28%            |
| S04030D01 - ES SS Aeration Basin Concrete Rehab Phase 3                        | 7/27/2018  | 89%              | $182,991       | $162,422          | $67,158          | 37%            | $40,695        | 25%            |

Note: Only contracts that are at least 50% complete are included in the table above.
COMMISSION FILE NO: 20-034-3 DATE INTRODUCED: March 9, 2020

INTRODUCED BY: Executive Director (Signature on File in the Office of the Commission)

REFERRED BY COMMISSION CHAIRPERSON TO: Operations Committee

RELATING TO: Change Order Request, Contract K01012C07, Conveyance Supervisory Control and Data Acquisition Upgrade – Phase 2, and Restore the Executive Director’s Original Delegated Authority

SUMMARY:

The Commission is requested to authorize the Executive Director to execute a change order to Contract K01012C07, Conveyance Supervisory Control and Data Acquisition (SCADA) Upgrade – Phase 2, with Next Electric, LLC, in an amount not to exceed $190,000, and to restore the Executive Director’s original delegated authority.

The District has a SCADA system that allows operators to control and receive real time information concerning the status of the conveyance system. The SCADA system communicates with approximately 320 remote sites throughout the District’s service area and transmits data to a control center at the Jones Island Water Reclamation Facility. Remote sites include flow monitoring manholes, inline storage system shafts, diversion structures, pump stations, and weather stations. The types of information transmitted include wastewater flow, level, equipment operational status, rainfall, communication status, and site security.

The SCADA system continuously monitors the conveyance system and is relied upon by both District and Veolia Water Milwaukee staff to make operational decisions during wet weather events. SCADA system operation is critical to properly operating the conveyance system and reducing the risk of overflows and basement backups.
SUMMARY (Cont’d)

Change Order Request, Contract K01012C07, Conveyance Supervisory Control and Data Acquisition Upgrade – Phase 2, and Restore the Executive Director’s Original Delegated Authority

The previous conveyance SCADA system is about 17 years old and is currently being replaced. The previous radio-based communication equipment is no longer supported and utilizes highly specialized hardware and software that can be maintained and modified by a very limited pool of programmers. Advances in data transmission have improved, resulting in the ability to obtain new systems with open architecture, widely understood and recognized operating protocols, and higher degrees of security.

To address these issues, the District created a project (K01012, Conveyance SCADA Upgrade) to upgrade the 17-year-old system with a new SCADA system. To date, the following major tasks have been accomplished under this project:

- Installation of a microwave radio ring, 931-megahertz radio system, cellular modem system, and other associated communication equipment.
- Transitioned 50 critical remote sites, 90 monitoring sites, and 93 less critical remote sites to the new system.

Overall, the SCADA system upgrade is approximately 90% complete.

In June 2018, the District awarded contract, K01012C07 Conveyance SCADA Upgrade – Phase 2, to Next Electric in an amount of $869,500. The scope of this contract removes existing components and installs new radio and/or cell modem communication systems at more than 90 remote sites. The requested change order addresses issues outside the contract scope that have arisen since the contract was executed.

Following is the scope of the proposed change order:

- Test and relocate radio antennas to improve radio communication at sites with unforeseen radio path challenges (e.g. signal reflection from bridge support structure and heating, ventilation, and air conditioning unit, radio wave interference from a tower in the transmission path).
- Replace obsolete control equipment at a combined sewer overflow pump station. Equipment replacement was not part of the original contract scope.
- Relocate, remove, or add SCADA system enclosures and equipment in response to District reclassification of sites and local road construction projects.
SUMMARY (Cont’d)

Change Order Request, Contract K01012C07, Conveyance Supervisory Control and Data Acquisition Upgrade – Phase 2, and Restore the Executive Director’s Original Delegated Authority

The Commission has delegated to the Executive Director the authority to make changes to construction contracts up to $400,000 or 10 percent of the original contract price, whichever is less. For this contract, a limit of $86,950 prevails. As of the writing of this Commission document, the Executive Director had utilized $80,900 of this authority, leaving a balance of $6,050. The request to restore the Executive Director’s authority is in case any additional construction changes beyond the remaining Executive Director’s authority are necessary.

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>PERCENTAGE INCREASE OVER ORIGINAL CONTRACT</th>
<th>AUTHORIZED BY</th>
<th>SWMBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$869,500.00</td>
<td>Commission</td>
<td>18.0%</td>
</tr>
<tr>
<td>Previous Change Orders</td>
<td>$80,900.00</td>
<td>Executive Director</td>
<td>56.1%</td>
</tr>
<tr>
<td>Requested Change Order</td>
<td>$190,000.00</td>
<td>Request of Commission</td>
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</tr>
<tr>
<td>Total Change Orders</td>
<td>$270,900.00</td>
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<td>24.3%</td>
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<tr>
<td>TOTAL</td>
<td>$1,140,400.00</td>
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<td>19.5%</td>
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</table>
RESOLUTION

Change Order Request, Contract K01012C07, Conveyance Supervisory Control and Data Acquisition Upgrade – Phase 2, and Restore the Executive Director’s Original Delegated Authority

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute a Change Order to Contract K01012C07, Conveyance Supervisory Control and Data Acquisition Upgrade – Phase 2, with Next Electric, LLC, in an amount not to exceed $190,000, and that the Executive Director's original delegated authority is restored.
**Capital Budget Fiscal Note**

**Total Project Cost**

**RELMATING TO:** Change Order Request, Contract K01012C07, Conveyance Supervisory Control and Data Acquisition Upgrade – Phase 2, and Restore the Executive Director’s Original Delegated Authority

<table>
<thead>
<tr>
<th>Capital Project Number(s)</th>
<th>Impact of Requested Action on Total Project Cost:</th>
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<tbody>
<tr>
<td>K01012</td>
<td>[ ] Increase  [ ] Decrease  [ ] New Project  [x] No Change</td>
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**Total Project Cost Analysis**

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<tr>
<th>Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted 2020 Total Project Cost</td>
</tr>
<tr>
<td>Previously Approved Changes</td>
</tr>
<tr>
<td>Approved Total Project Cost</td>
</tr>
<tr>
<td>Requested Total Project Cost</td>
</tr>
<tr>
<td>Requested (Increase)/Decrease</td>
</tr>
</tbody>
</table>

**Action to be taken to Long-Range Financing Plan to address Total Project Cost change**

- [ ] Transfer from Allowance for Cost and Schedule Changes
- [ ] Transfer from another project (specify in comments)
- [ ] Delay Project(s) (specify in comments)
- [ ] Delete Project(s) (specify in comments)
- [ ] Other
- [ ] Transfer to Allowance for Cost and Schedule Changes

**Comments**

<table>
<thead>
<tr>
<th>Budget Review by:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Durkin</td>
<td>2/7/2020</td>
</tr>
</tbody>
</table>
COMMISSION FILE NO: 20-035-3            DATE INTRODUCED: March 9, 2020

INTRODUCED BY: Executive Director (Signature on File in the Office of the Commission)

REFERRED BY COMMISSION CHAIRPERSON TO: Operations Committee

RELATING TO: Authorizing the Executive Director to Enter into a Settlement Agreement and Memorandum of Understanding Regarding Responsibility for Disposal of Plate and Frame Press Cake, and Change Order Request to Purchase Order 10826 for South Shore Plate and Frame Press Cake Shared Disposal Costs

SUMMARY:

The Commission is requested to authorize the Executive Director to enter into a settlement agreement and memorandum of understanding regarding responsibility for disposal of plate and frame press cake under the Extension Agreement for Management, Operations, and Maintenance Services between Veolia Water Milwaukee, LLC, (Veolia) and the Milwaukee Metropolitan Sewerage District (MMSD or District).

Further, the Commission is requested to authorize the Executive Director to execute a change order to Purchase Order 10826 with Veolia Water Milwaukee, LLC, for South Shore Water Reclamation Facility (SSWRF) plate and frame press cake shared disposal costs in an amount not to exceed $370,000.

Under normal operation, all biosolids (primary and secondary sludge from both plants) are sent to the Dewatering and Drying (D&D) Facility at the Jones Island Water Reclamation Facility (JIWRF) and made into Milorganite®. When D&D is unable to process all the biosolids or if portions of the sludge conveyance and processing system are out of service, sludges may instead need to be processed through the plate and frame press system at SSWRF.

At SSWRF, there are four plate and frame presses that are utilized to dewater sludges when necessary to accommodate operations or facility outages. The plate and frame presses dewater the sludges that are at approximately 8% solids (liquid) into a cake that contains approximately 25% solids (thick mud). This greatly reduces the volume to be managed, and the cake can be handled like soil, rather than having to be handled as a liquid. Pressed cake is stored onsite at SSWRF until it is disposed by either land (farm field) application or landfilling.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>BACKGROUND</th>
<th>KEY ISSUES</th>
<th>RESOLUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL NOTE</td>
<td>S/W/MBE</td>
<td>OTHER</td>
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</table>

OP_Execute_Settlement_Amend_Purchase_Order_Veolia_Press_Cake_legislative_file.docx
02-14-20

COMMITTEE ACTION: ___________________________ DATE: ____________

COMMISSION ACTION: ___________________________ DATE: ____________
Authorizing the Executive Director to Enter into a Settlement Agreement and Memorandum of Understanding Regarding Responsibility for Disposal of Plate and Frame Press Cake, and Change Order Request to Purchase Order 10826 for South Shore Plate and Frame Press Cake Shared Disposal Costs

Under the Extension Agreement for Management, Operations, and Maintenance Services with Veolia (both the original and the extension), it is MMSD’s responsibility to pay for the disposal of press cake that is produced as a result of Material Capital Repair or Replacement (MCRR) projects, capital projects, or other periods where press cake is made at SSWRF because of insufficient dryer capacity at JIWRF because of District activities.

During 2016, 2018, and 2019, Veolia produced press cake in part due to District projects (MCRR and capital projects) and in part due to other reasons for which Veolia has responsibility. MMSD and Veolia staff were initially in disagreement over the percentage of cake produced that was attributed to District projects versus attributed to Veolia. MMSD and Veolia met several times to review the information relative to the causes for the production of press cake in 2016, 2018, and 2019, and have come to an agreement for those costs. The settlement agreement addresses those costs.

The settlement agreement also defines a method for determining future cake disposal costs when the District has responsibility and clarifies Veolia responsibility for cake disposal under those circumstances.

Following are the key settlement agreement terms:

For cake produced in 2016, 2018, and 2019:

- Costs to dispose of 14,706 wet tons of cake produced in those years are shared at 72% MMSD and 28% Veolia.
- MMSD shall immediately pay to Veolia the District’s cost share for disposal costs already incurred.
- Payment for costs of this cake yet to be disposed of shall be made when the actual costs are incurred.
SUMMARY (Cont’d)

Authorizing the Executive Director to Enter into a Settlement Agreement and Memorandum of Understanding Regarding Responsibility for Disposal of Plate and Frame Press Cake, and Change Order Request to Purchase Order 10826 for South Shore Plate and Frame Press Cake Shared Disposal Costs

For future cake disposal costs (post 2019):

- Dryer capacity is defined (20 tons/dryer/day and 10 dryers available).
- Dryer capacity lost due to MCRR’s, capital projects, or District fault shall be the responsibility of the District.
- 10 tons of lost dryer capacity results in one ton of cake produced.
- MMSD shall pay Veolia a set rate when the District is responsible for lost dryer capacity.
- The responsibility and costs to dispose of cake is entirely Veolia’s.
- Cake storage shall be minimized in accordance with Veolia Biosolids Management Plan.
- Cake must be disposed within 24 months of being produced.
- Veolia shall manage cake such that, at the end of the Extension Agreement, there shall be a maximum of 1,000 tons of cake remaining.

Prior to this settlement agreement, the District and Veolia had agreed to share costs equally until a final agreement was reached. The District had issued Purchase Order 10826 to Veolia to pay them their 50% cost share. Under this purchase order, the District has already paid Veolia 50% of the costs they have incurred to date for cake disposal. With this settlement agreement, the purchase order amount now should be changed to reflect settlement terms. The total amount that the District may owe Veolia for 2016, 2018, and 2019 cake disposal is not expected to exceed approximately $517,000.

<table>
<thead>
<tr>
<th>PURCHASE ORDER</th>
<th>AMOUNT</th>
<th>PERCENT INCREASE OVER ORIGINAL</th>
<th>AUTHORIZED BY</th>
</tr>
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<tbody>
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<td>Executive Director</td>
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<tr>
<td>Previous Change Order</td>
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<td>Executive Director</td>
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<td>Requested Change Order</td>
<td>$370,000</td>
<td>394.6%</td>
<td>Commission Request</td>
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<td>Total Change Orders</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$516,970</strong></td>
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RESOLUTION

Authorizing the Executive Director to Enter into a Settlement Agreement and Memorandum of Understanding Regarding Responsibility for Disposal of Plate and Frame Press Cake, and Change Order Request to Purchase Order 10826 for South Shore Plate and Frame Press Cake Shared Disposal Costs

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute a settlement agreement and memorandum of understanding under the Extension Agreement for Management, Operation and Maintenance Services between Veolia Water Milwaukee, LLC, and the Milwaukee Metropolitan Sewerage District regarding payment for disposal of certain additional biosolids.

FURTHER RESOLVED, that the Executive Director is authorized to amend Purchase Order 10826 with Veolia Water Milwaukee, LLC, for South Shore Water Reclamation Facility plate and frame press cake shared disposal costs in an amount not to exceed $370,000.
**O&M Budget Fiscal Note**

**RELATING TO:**
Authorizing the Executive Director to Enter into a Settlement Agreement and Memorandum of Understanding Regarding Responsibility for Disposal of Plate and Frame Press Cake, and Change Order Request to Purchase Order 10826 for South Shore Plate and Frame Press Cake Shared Disposal Costs

<table>
<thead>
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<th>Cost Center:</th>
<th>Line Item:</th>
</tr>
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<tbody>
<tr>
<td>Office of Contract Compliance</td>
<td>643-0</td>
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</table>

**Line Item Impact**

<p>| | |</p>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Original Budget</td>
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</tr>
<tr>
<td>Carryovers or Transfers</td>
<td>$0</td>
</tr>
<tr>
<td>Adjusted Budget</td>
<td>$0</td>
</tr>
<tr>
<td>Estimated Annual Expenditure including Request</td>
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</tr>
<tr>
<td>Anticipated Year End Balance</td>
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</tr>
<tr>
<td>Actual Year to Date Expenditures Through 2/5</td>
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</tr>
</tbody>
</table>

For unfavorable Year End Balance, identify funding source:  
- [x] Absorbed within the Division
- [ ] Other Division
- [ ] Unallocated Reserve

**Anticipated Expenditure Timing**

<table>
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<tr>
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<th>Requested Expenditures</th>
<th>Anticipated Savings/Revenues</th>
<th>Net Fiscal Impact</th>
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</thead>
<tbody>
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<td>$0</td>
<td>$370,000</td>
</tr>
<tr>
<td>Subsequent</td>
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<tr>
<td>Total Cost</td>
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<td>$0</td>
<td>$370,000</td>
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**Comments:** The requested expenditures are for disposal costs from 2016, 2018, and 2019. Subsequent costs are unknown at this time.

**Budget Review by:** Christine Durkin

**Date:** 2/5/2020
SUMMARY:

The Commission is requested to authorize the Executive Director to execute a change order to Contract P01005C03, Pump Station Replacements – Interplant Sludge (IPS) System Improvements, with Butters-Fetting Company, Inc., (Butters-Fetting) in an amount not to exceed $688,434.

Further, the Commission is requested to increase the total project cost (TPC) for Project P01005, Interplant Pipeline Improvements – Phase II, by $260,434 for an amended TPC of $22,805,694 and to make a corresponding change to the TPC for Project M99001, Allowance for Cost and Schedule Changes.

The IPS System allows for the transfer of biosolids between the Jones Island Water Reclamation Facility (JIWRF) and the South Shore Water Reclamation Facility (SSWRF). The IPS System is critical for processing biosolids and producing Milorganite®. An IPS System outage can result in operational challenges, lost opportunities to create digester gas, and significant increases in operating costs. The IPS System has been in service for approximately 25 years.

The IPS System consists of a pump station located at JIWRF, a pump station located at SSWRF, and four parallel ductile iron pipelines each 12 miles long connecting the two facilities. A cathodic protection system helps protect the pipelines from external corrosion.

Both IPS pump stations have been in service approximately 25 years. Most of the pumps, motors, electrical systems and controls, and mechanical equipment and support systems are in poor condition, and staff recommends replacement.
In May 2019, the Commission awarded Contract P01005C03 to Butters-Fetting in an amount of $5,651,100. The scope of Contract P01005C03 includes:

- Replacing or rehabilitationg pumps, motors, variable frequency drives, piping, and other mechanical systems within the pump stations.
- Replacing control instrumentation and light fixtures.
- Replacing an inoperative odor control system at the JIWRF.
- At SSWRF, implementing a gas monitoring system in the IPS Pump Station Building and physically separating the building from a utility tunnel; this achieves fire protection code compliance.
- Performing painting and other ancillary work.

Prior to May 2019, when the Commission awarded Contract P01005C03 to Butters-Fetting, the District publicly advertised Contract P01005C10, Asbestos Gaskets Abatement and Valves Replacement – Interplant Sludge System Improvements. The scope of Contract P01005C10 included replacing existing valves and piping, while also removing and abating asbestos material from those valves and piping. The District received zero bids in April 2019. The contract was readvertised, and, in June 2019, the District received a single bid from Dakota Intertek Corp (Dakota). Dakota's bid was responsive and the bidder responsible; however, the bid amount of $1,451,930 was significantly higher than the engineer's estimate of $673,000. Thus, due to the single bid being significantly higher than the engineer's estimate and budget, the Commission rejected the bid in July 2019.

The work specified in Contract P01005C10 is closely related to work that Butters-Fetting is currently performing under Contract P01005C03; therefore, staff initiated negotiations with Butters-Fetting for a change order to perform the work. Following negotiations, Butters-Fetting proposed a cost that is comparable to the engineer's estimate. Staff recommends implementing this change order under Contract P01005C03, based on the following reasons:

- The District initially bid the work in attempt to obtain competitive bids.
- The District is not being discriminatory to other vendors; vendors had two opportunities to submit competitive bids for the work included in this change order.
Change Order Request, Contract P01005C03, Pump Station Replacements – Interplant Sludge System Improvements, and Approve Changes in Total Project Cost

### CONTRACT COST CHANGES

<table>
<thead>
<tr>
<th></th>
<th>AMOUNT</th>
<th>PERCENTAGE INCREASE OVER ORIGINAL CONTRACT</th>
<th>AUTHORIZED BY</th>
<th>SWMBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$5,651,100</td>
<td></td>
<td>Commission</td>
<td>7.8%</td>
</tr>
<tr>
<td>Requested Change Order</td>
<td>$688,434</td>
<td>12.2%</td>
<td>Request of Commission</td>
<td>8.9%</td>
</tr>
<tr>
<td>Total Change Orders</td>
<td>$688,434</td>
<td>12.2%</td>
<td></td>
<td>8.9%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$6,339,534</td>
<td></td>
<td></td>
<td>7.9%</td>
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</table>

The request to increase the project’s TPC is due to the change order increasing costs beyond that budgeted.
RESOLUTION

Change Order Request, Contract P01005C03, Pump Station Replacements – Interplant Sludge System Improvements, and Approve Changes in Total Project Cost

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute a change order to Contract P01005C03, Pump Station Replacements – Interplant Sludge System Improvements, with Butters-Fetting Company, Inc., in an amount not to exceed $688,434.

FURTHER RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the total project cost for Project P01005, Interplant Pipeline Improvements – Phase II, is increased by $260,434 for an amended total project cost of $22,805,694, and that a corresponding change is made to the total project cost for Project M99001, Allowance for Cost and Schedule Changes.
## Change Order Request, Contract P01005C03, Pump Station Replacements - Interplant Sludge System Improvements, and Approve Changes in Total Project Cost

### Total Project Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted 2020 Total Project Cost</td>
</tr>
<tr>
<td>Previously Approved Changes</td>
</tr>
<tr>
<td>Approved Total Project Cost</td>
</tr>
<tr>
<td>Requested Total Project Cost</td>
</tr>
<tr>
<td>Requested (Increase)/Decrease</td>
</tr>
</tbody>
</table>

### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

- X Transfer from Allowance for Cost and Schedule Changes
- Transfer from another project (specify in comments)
- Delay Project(s) (specify in comments)
- Delete Project(s) (specify in comments)
- Other
- Transfer to Allowance for Cost and Schedule Changes

### Comments

- Budget Review by: Christine Durkin
- Date: 2/10/2020
SUMMARY:

The Commission is requested to authorize the Executive Director to execute on behalf of the District Contract S06046C01, Cat Engine 1, 2, 3, and 4 Top End Overhauls at South Shore Water Reclamation Facility (SSWRF), to Fabick Cat (Fabick) in the amount not to exceed $1,000,000. Fabick is a sole source supplier of these services.

At SSWRF, the District operates four Cat engine generators. The engine generators are fueled by either digester gas or natural gas, and they supply power to the plant electrical grid. Exhaust heat from each engine generator is recovered and used to heat digester sludge and provide heat for buildings during the heating season. Reliably producing electric power with the engine generators is critical to maintain the treatment process and to use the least costly source of power.

To maximize reliability, the engine generator equipment should be maintained in accordance with manufacturer’s maintenance schedules. These schedules recommend a top end overhaul when the engines are between 7,500 and 8,000 hours of operation and internal engine wear reaches defined limits. Engines 1, 2, 3, and 4 are each nearing or above the 7,500 hours recommended for a top end overhaul and internal engine wear is approaching the defined limits; therefore, staff recommends performing a top end overhaul as the engine is nearing or exceeding the defined limits. This is expected to occur during 2020 on each of the four engines. Top end overhauls require a contractor with the specialized capabilities to perform this type of work.
Under this contract, Fabick will perform a top end overhaul of all four engines. The work generally consists of inspecting, replacing, or reconditioning engine components. Components are only replaced or reconditioned as needed, based upon the inspection. Engine components include cylinder heads, gaskets, filters, hoses, turbocharger cartridges, valves, pumps, wiring, and engine sensors. In addition, Fabick will inspect and test the generator and lubricate its bearings. Finally, Fabick will test and restart the overhauled engine generator system.

Note that the quantity of parts needing replacement or reconditioning is unknown until the actual work commences and internal parts are accessible for inspection and testing. Staff reviewed past overhaul contracts and developed a list of parts and quantities that are likely to need repair or replacement. This list was used to calculate a value for this contract. Actual parts and quantities may differ and will be documented as the work progresses. The total contract amount of $1,000,000 is based on experience with engine overhauls, but uses current labor and parts rates. Depending upon actual work needed for the engines, it may be necessary for staff to request additional funding.

During similar work on the Cat engines in the past, District staff used multiple request for information and bids to encourage competition and generate interest among firms who could perform the work. Despite these efforts, no firms were found that were willing to bid using the District’s standard terms and conditions.

District staff has only been able to have the work completed on past Cat engine overhauls through modifications to several terms and conditions during direct negotiation, and the only firm with which the District was able to agree to terms has been Fabick. All other firms were either unwilling to agree to some of the District’s legally mandated terms, such as liquidated damages, or were uninterested in bidding on the work due to their location out of state. Fabick is the only Caterpillar dealer and provider of service in the State of Wisconsin. Fabick has performed all maintenance and repairs on the Cat engines since they were installed, so they have an intimate knowledge of the District’s system, its history, and how the engines are controlled and interact with plant processes. For all these reasons, District staff recommends that the District enter into a contract with Fabick as a sole source procurement.

Fabick requested to change contract terms and conditions primarily related to insurance and liability. Fabick’s requested changes are generally acceptable given the limited scope of the project; however, it should be noted that the District will agree to waive Fabick’s liability for indirect and consequential damages. This waiver is not in the District’s standard contract form, although it is very common in contracts of this nature.

The duration of this contract is 18 months.
RESOLUTION

Contract S06046C01, Cat Engine 1, 2, 3, and 4 Top End Overhauls at South Shore Water Reclamation Facility

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute Contract S06046C01, Cat Engine 1, 2, 3, and 4 Top End Overhauls at South Shore Water Reclamation Facility, with Fabick Cat in the amount not to exceed $1,000,000.
RELATING TO:
Contract S06046C01, Cat Engine 1, 2, 3, and 4 Top End Overhauls at South Shore Water Reclamation Facility

<table>
<thead>
<tr>
<th>Cost Center:</th>
<th>Line Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of Contract Compliance</td>
<td>671 Repairs to Machinery and Equipment</td>
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### Line Item Impact

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<td>Carryovers or Transfers</td>
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<td>Adjusted Budget</td>
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<td>Estimated Annual Expenditure including Request</td>
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<tr>
<td>Actual Year to Date Expenditures Through 2/11</td>
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</table>

For unfavorable Year End Balance, identify funding source:
- Absorbed within the Division
- Other Division
- Unallocated Reserve

### Anticipated Expenditure Timing

<table>
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<tr>
<th>Period</th>
<th>Requested Expenditures</th>
<th>Anticipated Savings/Revenues</th>
<th>Net Fiscal Impact</th>
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<td>Current Year (2020)</td>
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<td>$388,889</td>
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<tr>
<td>Subsequent</td>
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<td>$611,111</td>
</tr>
<tr>
<td>Total Cost</td>
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<td>$0</td>
<td>$1,000,000</td>
</tr>
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</table>

### Comments:
The requested expenditures above represent the contract beginning in July 2020 and the "subsequent" expenditures are for the remainder of the 18-month contract.

Budget Review by: Christine Durkin

Date: 2/11/2020
Contract S06046C01, Cat Engine 1, 2, 3, and 4 Top End Overhauls at South Shore Water Reclamation Facility

Procurement & S/W/MBE Summary Information

Contract # S06046C01 Cost Center: OCC

Cat Engine 1, 2, 3, and 4 Top End Overhauls at South Shore Water Reclamation Facility

SOLE SOURCE PROCUREMENT SUMMARY

Sole Source Request Date: 12/23/2019

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Price</th>
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<th>% SWMBE</th>
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</thead>
<tbody>
<tr>
<td>Fabick Cat</td>
<td>$1,000,000.00</td>
<td>0.0%</td>
<td>0.0%</td>
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</table>

SUBCONTRACTOR INFORMATION

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<thead>
<tr>
<th>Type</th>
<th>Subcontractor Name</th>
<th>Type of Work</th>
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<th>Amount</th>
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</thead>
<tbody>
<tr>
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<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
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</table>

ECONOMIC DEVELOPMENT ELEMENTS

Workforce Requirements
Sanitary Sewer Service Area (SSSA)
Employment: Any
Target Area (TA) Employment: Any
# Apprentices Required: 0

OUTREACH INFORMATION

If no or low S/W/MBE participation, explain why:
Fabick Cat is the only Caterpillar dealer and provider of service in the state of Wisconsin, and there are no subcontracting opportunities at this time.

Additional Comments:
Although Fabick Cat has a local office, the majority of their employees who perform this type of work reside outside of the service area. During negotiations with Fabick Cat, standard local workforce requirements were revised to accept any local workforce participation.
AWARDEE INFORMATION

Company: Fabick Cat  
Contact Person: Brad Schatz  
Phone Number: (920) 499-0611  
E-mail Address: brad.schatz@fabickcat.com

EEO DATA

11200 W Silver Spring Rd,  
Location: Milwaukee, WI 53225  
Total # of Employees 105

<table>
<thead>
<tr>
<th>Minorities</th>
<th>Total</th>
<th>%</th>
<th>Females</th>
<th>Total</th>
<th>%</th>
</tr>
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<tbody>
<tr>
<td>African American</td>
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<td>0.0%</td>
</tr>
<tr>
<td>Native American</td>
<td>0</td>
<td>0.0%</td>
<td>Native American</td>
<td>0</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

Labor Market Availability - Minorities 20.0%  
Labor Market Availability - Females 48.0%
COMMISSION FILE NO: 20-038-3  DATE INTRODUCED: March 9, 2020

INTRODUCED BY: Executive Director (Signature on File in the Office of the Commission)

REFERRED BY COMMISSION CHAIRPERSON TO: Operations Committee

RELATING TO: Amend the 2020 Capital Budget, Create Project J06078, Jones Island Odor Assessment, and Award of Contract J06078P01 – Planning Services – Odor Assessment, Modeling and Capital Improvement Plan at Jones Island Water Reclamation Facility Project

SUMMARY:

The Commission is requested to amend the 2020 Capital Budget and create Project J06078, Jones Island Odor Assessment, with a total project cost of $550,000, and to make a corresponding decrease to the total project cost for Project J99001, Allowance for Plant Rehabilitation. A two-thirds affirmative vote of the Commission is required for adoption.

Further, the Commission is requested to award and to direct the Executive Director to execute on behalf of the District Contract J06078P01, Planning Services – Odor Assessment, Modeling and Capital Improvement Plan at Jones Island Water Reclamation Facility (JIWRF) Project, with Webster Environmental Associates, Inc., in an amount not to exceed $239,451. Webster Environmental Associates, Inc., was the highest-scoring proposer using a qualification-based selection method among four proposals received.

Since 1925, wastewater has been treated by the activated sludge process at JIWRF, with Milorganite® coming online in 1926. The facility’s location and surrounding industrial land uses provided adequate isolation to minimize the detection of odors, noise, and other nuisances caused by the water reclamation facility. More recently, industrial land uses have been replaced with commercial and residential developments leading to odor complaints that peaked in 2017. In response to the complaints, the 2050 Facilities Plan preliminarily identified over $55 million of potential capital investments that may reduce odor complaints. Efforts in 2018 and 2019 focused on locating and profiling odor sources through site surveys and odor sampling. This project will build on the past information to produce an odor mitigation capital improvement plan.

ATTACHMENTS: BACKGROUND ☐ KEY ISSUES ☐ RESOLUTION ☒
FISCAL NOTE ☒ S/W/MBE ☒ OTHER ☐
OP_JI_Odors_legislative_file.docx
02-14-20

COMMITTEE ACTION: ___________________________ DATE: ____________

COMMISSION ACTION: ___________________________ DATE: ____________
The purpose of this project is to develop and provide a computer model of the odor sources at JIWRF. The consultant will assess the various odor sources at JIWRF and how they may contribute to complaints. The District expects that the analysis will provide the necessary information to prioritize mitigation efforts to produce a capital improvement plan that will recommend projects.

The general scope of work for this contract includes:

- Constructing a model to assess water reclamation processes and meteorological data to prioritize mitigation of odor sources.
- Developing business case evaluations and alternatives analyses for mitigating identified odor sources.
- Communicating with the public and stakeholders.
- Documenting all the findings and recommendations in a capital improvement plan.

The duration for this contract is approximately 14 months.
RESOLUTION

Amend the 2020 Capital Budget, Create Project J06078, Jones Island Odor Assessment, and Award of Contract J06078P01 – Planning Services – Odor Assessment, Modeling and Capital Improvement Plan at Jones Island Water Reclamation Facility Project

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the 2020 Capital Budget is amended; that Project J06078, Jones Island Odor Assessment, is created with a total project cost of $550,000; and that a corresponding decrease is made to the total project cost for Project J99001, Allowance for Plant Rehabilitation.

FURTHER RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that Contract J06078P01, Planning Services – Odor Assessment, Modeling and Capital Improvement Plan at Jones Island Water Reclamation Facility Project, is awarded to Webster Environmental Associates, Inc., in the amount not to exceed $239,451, and that the Executive Director is directed to execute a contract on behalf of the District.
**Capital Budget Fiscal Note**

**Total Project Cost**

**RELATING TO:** Amend the 2020 Capital Budget, Create Project J06078, Jones Island Odor Assessment, and Award of Contract J06078P01 – Planning Services – Odor Assessment, Modeling and Capital Improvement Plan at Jones Island Water Reclamation Facility Project

<table>
<thead>
<tr>
<th>Capital Project Number(s)</th>
<th>Impact of Requested Action on Total Project Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>J06078</td>
<td>□ Increase □ Decrease □ New Project □ No Change</td>
</tr>
</tbody>
</table>

**Total Project Cost Analysis**

<table>
<thead>
<tr>
<th>Total Project Cost Analysis</th>
<th>Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted 2020 Total Project Cost</td>
<td>$0</td>
</tr>
<tr>
<td>Previously Approved Changes</td>
<td>$0</td>
</tr>
<tr>
<td>Approved Total Project Cost</td>
<td>$0</td>
</tr>
<tr>
<td>Requested Total Project Cost</td>
<td>$550,000</td>
</tr>
<tr>
<td>Requested (Increase)/Decrease</td>
<td>($550,000)</td>
</tr>
</tbody>
</table>

**Action to be taken to Long-Range Financing Plan to address Total Project Cost change**

- □ Transfer from Allowance for Cost and Schedule Changes
- □ Transfer from another project (specify in comments)
- □ Delay Project(s) (specify in comments)
- □ Delete Project(s) (specify in comments)
- □ Other
- □ Transfer to Allowance for Cost and Schedule Changes

**Comments**

The request is to create project J06078 with a total project cost of $550,000. Funding is available in J99001, Allowance for Plant Rehabilitation. A two-thirds affirmative vote of the Commission is required.

**Budget Review by:** Christine Durkin 2/12/2020

**Date:** 2/12/2020
Amend the 2020 Capital Budget, Create Project J06078, Jones Island Odor Assessment, and Award of Contract J06078P01 – Planning Services – Odor Assessment, Modeling and Capital Improvement Plan at Jones Island Water Reclamation Facility Project

Procurement & S/W/MBE Summary Information

Contract # J06078P01 Cost Center: PRS
Award of Contract J06078P01 – Planning Services – Odor Assessment, Modeling and Capital Improvement Plan at Jones Island Water Reclamation Facility Project

**PROPOSAL SUMMARY**
Proposal Receipt Date: 1/20/2020

<table>
<thead>
<tr>
<th>Proposals (listed by rank)</th>
<th>Negotiated Price</th>
<th>Acceptable?</th>
<th>% Sub</th>
<th>% SWMBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Webster Environmental Associates, Inc., Louisville, KY 40223-4164 (SBE)</td>
<td>$239,451.00</td>
<td>Acceptable</td>
<td>53.0%</td>
<td>60.2%</td>
</tr>
<tr>
<td>Arcadis, U.S., Inc. Milwaukee, WI 53202</td>
<td>-</td>
<td>Acceptable</td>
<td>21.3%</td>
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</tr>
<tr>
<td>Greeley and Hansen LLC, Waukesha, WI 53186</td>
<td>-</td>
<td>Unacceptable</td>
<td>21.3%</td>
<td>21.3%</td>
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<tr>
<td>Jacobs Engineering Group Inc., Milwaukee, WI 53212</td>
<td>-</td>
<td>Unacceptable</td>
<td>32.0%</td>
<td>20.9%</td>
</tr>
</tbody>
</table>

Compensation packages for proposals rated "Conditionally Acceptable" and "Unacceptable" are not opened.

**SUBCONSULTANT INFORMATION**

<table>
<thead>
<tr>
<th>Type</th>
<th>Subconsultant Name</th>
<th>Type of Work</th>
<th>%</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE</td>
<td>Oneida Total Integrated Enterprises, Milwaukee, WI 53226</td>
<td>Technical advisor, JIWRF</td>
<td>4.9%</td>
<td>$11,704.00</td>
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<tr>
<td>WBE</td>
<td>Beth Foy and Associates, LLC, Menomonee Falls, WI 53051</td>
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<tr>
<td>Non-SWMBE</td>
<td>Carollo Engineers, Inc., Madison, WI 53703</td>
<td>Wastewater consulting engineering services</td>
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<td>$95,410.00</td>
</tr>
</tbody>
</table>

2/25/2020
ECONOMIC DEVELOPMENT ELEMENTS

Local Office Preference? Y  Mentor Protégé? NA

OUTREACH INFORMATION

The Procurement team performed the following outreach: advertised in the Daily Reporter, sent an e-mail notification to all registered firms in the various construction engineering services, civil engineering, project management and general engineering services. Sent targeted e-mails to potential proposers and targeted e-mails to 90 SWMBE (same categories previously mentioned) firms, and notified the various local chambers of commerce. The proposal opportunity is also publicly accessible from the MMSD website and Bonfire, the portal used to post RFPs. Bonfire also performs outreach to its users when an RFP is posted.

S/W/MBE Document Takers:
Applied Technologies, Inc., Bloom Companies, LLC, Fusion Integrated Solutions, LLC, L&R Engineering Services, LLC, M & M Environmental and Educational Services LLC, Oneida Total Integrated Enterprises (OTIE), Saga Environmental and Engineering, Inc., Webster Environmental Assoc.

If no or low S/W/MBE participation, explain why:
NA

Additional Comments:
NA

AWARDEE INFORMATION

Company: Webster Environmental Associates, Inc.
Contact Person: Bruce Koetter, PE
Phone Number: (502) 253-3443
E-mail Address: bruce.koetter@odor.net

EEO DATA

Location: 13121 Eastpoint Park Blvd  Louisville, KY 40223  Total # of Employees 8

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>%</th>
<th></th>
<th>Total</th>
<th>%</th>
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</thead>
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</tbody>
</table>

Labor Market Availability - Minorities 0.0%  Labor Market Availability - Females 24.0%

PRIME PERFORMANCE HISTORY - S/W/MBE COMPLIANCE

No contract history as a prime contractor.
Amend the 2020 Capital Budget and Create the Following Projects:
Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements; Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements; and Project C05057, I-43 Metropolitan Interceptor Sewer Improvements

SUMMARY:

The Commission is requested to amend the 2020 Capital Budget and create the following projects:

- Project J06082, Jones Island Water Reclamation Facility (JIWRF) Flood Resilience Improvements, with a total project cost (TPC) of $1,500,000;
- Project S02017, South Shore Water Reclamation Facility (SSWRF) Process Air Header Improvements, with a TPC of $250,000; and
- Project C05057, I-43 Metropolitan Interceptor Sewer (MIS) Improvements, with a TPC of $70,000,

and to make a corresponding decrease to the TPC of Project M99001, Allowance for Cost and Schedule Changes. A two-thirds affirmative vote of the Commission is required for adoption.

Project J06082, JIWRF Flood Resilience Improvements

JIWRF is surrounded on three sides by Lake Michigan and the Kinnickinnic River. The grounds on which JIWRF sits are higher than adjacent water levels. Historically, higher water levels have not created any operational issues.

Over the past two years, Lake Michigan levels have risen to near record high levels. On January 11, 2020, high water levels combined with very strong north and northeast winds created storm surge-induced flooding conditions on Jones Island, including JIWRF. This flooding created some damage, but also exposed some facility flood vulnerabilities. With Lake Michigan levels continuing to rise and climate change creating additional strong storm risks, staff recommends creating a new project to address these flood vulnerabilities.

ATTACHMENTS:  BACKGROUND ☐  KEY ISSUES ☐  RESOLUTION ☒  FISCAL NOTE ☒  S/W/MBE ☐  OTHER ☐
Amend the 2020 Capital Budget and Create the Following Projects: Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements; Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements; and Project C05057, I-43 Metropolitan Interceptor Sewer Improvements

The scope of the project generally consists of the following:

- Designing and constructing temporary flood barriers to address low water entry points at two doors and one garage door located on the southwest side of the Chemical Unloading Building. These barriers will prevent flood water from entering this building.

- Designing and constructing backflow prevention devices on storm sewers that discharge into Lake Michigan or the Kinnickinnic River. These will prevent storm surges from backflowing onto the JIWRF grounds.

- Preliminary engineering to evaluate a failed joint on the underground plant effluent outfall channel underneath a roadway adjacent to the Effluent Pump Station and identifying modifications to resolve this issue.

- Preliminary engineering to evaluate flood water infiltration of the underground gallery access just north of the Chemical Unloading Facility and identifying modifications to resolve this issue.

The TPC to perform this work is $1,500,000. Note that staff has not included final design and construction costs to remediate the failed joint and roadway issue and the underground gallery floodwater infiltration issue. Once these design and construction costs are estimated, the TPC will be updated.

**Project S02017, SSWRF Process Air Header Improvements**

SSWRF uses compressed air to provide oxygen to the secondary treatment process. Each of four 1,500-horsepower blowers compresses air into a buried 30-inch steel pipeline (blower discharge). The four 30-inch blower discharges join into an underground 90-inch steel pipeline (the process air header), which conveys the compressed air approximately 1,730 feet from the Blower Generator Building to the Aeration Buildings. Within the Aeration Building, pipelines branch off of the 90-inch air header, ultimately to serve individual aeration basins.

The 30-inch blower discharges and 90-inch air header went into service in approximately 1970. A 2016 inspection of the 90-inch pipeline indicated some areas where corrosion has occurred. There have not been any inspections of the 30-inch blower discharge lines.
SUMMARY (Cont’d)

Amend the 2020 Capital Budget and Create the Following Projects: Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements; Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements; and Project C05057, I-43 Metropolitan Interceptor Sewer Improvements.

One of the 30-inch pipelines or 90-inch air header was suspected to have a leak in it: staff would notice bubbles on the ground during wet weather, indicating a possible leak. In late January 2020, a contractor working on behalf of the District excavated the area above the suspected leak to determine if there was a leak, and, if so, make a repair. After excavation and temporarily plugging a grapefruit sized leak, overnight, the leak greatly expanded, resulting in the need to shut down compressed air to the aeration basins. This larger leak was repaired, although it is not considered a permanent repair.

SSWRF can only operate for six to 12 hours without a functioning aeration system before risking loss of the biological treatment process. This can take up to a month to restore, resulting in a potential risk of not meeting permit limits. It is critical that the District have a fully reliable compressed air delivery system.

Based on this experience with the 30-inch blower discharge line and the age of all of the entire air system, staff suspects that there may be other areas with significant corrosion and increased risk of failures and leaks.

The project scope consists of a preliminary engineering phase to:

1) Investigate replacement of the 30-inch blower discharge pipe branches from the Blower Generator Building to the 90-inch air header, including alternatives for replacement pipe materials and an evaluation to minimize impacts to plant operations during replacement.

2) Evaluate means and methods to obtain a condition assessment of the 90-inch air header. The evaluation will consider nondestructive assessment methods and ways to minimize impacts to plant operations during the assessment.

Additional project phases will be defined based on the outcomes of the preliminary engineering phase.

The TPC to perform this work is $250,000. Note that the TPC only includes costs for the preliminary engineering investigations outlined above. As staff identifies full inspection costs, design engineering and construction costs, staff will request modifications to the TPC to reflect those costs.
SUMMARY (Cont’d)

Amend the 2020 Capital Budget and Create the Following Projects: Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements; Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements; and Project C05057, I-43 Metropolitan Interceptor Sewer Improvements

Project C05057, I-43 MIS Improvements
Currently, the District has a 42-inch MIS with four manholes within the freeway footprint of I-43 between West Apple Tree Road and West Montclaire Avenue. Accessing these manholes for MIS inspection and cleaning is a safety hazard for District and Veolia staff. The Wisconsin Department of Transportation recently notified the District that they intend to proceed with developing final plans to expand the freeway from four lanes to six lanes in this area, with construction to begin in 2022. The existing MIS manholes are in the right traffic lanes. With the proposed layout, the MIS manholes will be located in the center traffic lanes, increasing safety risks.

In addition, recent inspections indicate that the existing MIS under the freeway is in good condition; however, any construction work (such as pipeline repair or rehabilitation) that might need to occur in the future would be very challenging due to the pipeline location.

The purpose of this project is to develop risk mitigation strategies to address increases in safety and construction risks associated with the expansion of I-43 from four lanes to six lanes. The project scope consists of performing a preliminary engineering study, including an alternatives analysis, to mitigate the increased safety and construction risks.

The TPC to perform this work is $70,000. As staff identifies the need for improvements, staff will request modifications to the TPC to reflect design and construction costs.
RESOLUTION

Amend the 2020 Capital Budget and Create the Following Projects: Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements; Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements; and Project C05057, I-43 Metropolitan Interceptor Sewer Improvements

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the 2020 Capital Budget is amended, and that the following projects are created:

• Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements, with a total project cost of $1,500,000;
• Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements, with a total project cost of $250,000; and
• Project C05057, I-43 Metropolitan Interceptor Sewer Improvements, with a total project cost of $70,000,

and that a corresponding decrease is made to the total project cost of Project M99001, Allowance for Cost and Schedule Changes.
Amend the 2020 Capital Budget and Create the Following Projects: Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements, Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements, and Project C05057, I-43 MIS Improvements

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Action to be taken to Long-Range Financing Plan to address Total Project Cost change

- ☑ Transfer from Allowance for Cost and Schedule Changes
- Transfer from another project (specify in comments)
- Delay Project(s) (specify in comments)
- Delete Project(s) (specify in comments)
- Other
- Transfer to Allowance for Cost and Schedule Changes

Comments
The requested TPC is $1,500,000. Note that staff has not included final design and construction costs to remediate the failed joint and roadway issue and the underground gallery floodwater infiltration issue. Once these design and construction costs are estimated, the TPC will be updated.

A two-thirds affirmative vote of the Commission is required for adoption.

Budget Review by: Christine Durkin
Date: 2/11/2020
**Capital Budget Fiscal Note**

**Total Project Cost**

**RELATING TO:** Amend the 2020 Capital Budget and Create the Following Projects: Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements, Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements, and Project C05057, I-43 MIS Improvements

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**Action to be taken to Long-Range Financing Plan to address Total Project Cost change**

- [X] Transfer from Allowance for Cost and Schedule Changes
- Transfer from another project (specify in comments)
- Delay Project(s) (specify in comments)
- Delete Project(s) (specify in comments)
- Other
- Transfer to Allowance for Cost and Schedule Changes

**Comments**

The requested TPC is $250,000. Note that the TPC only includes costs for preliminary engineering investigations. As staff identify full inspection costs, design engineering and construction costs, staff will request modifications to the TPC to reflect those costs.

A two-thirds affirmative vote of the Commission is required for adoption.

**Budget Review by:**

Christine Durkin

**Date:** 2/11/2020
Amend the 2020 Capital Budget and Create the Following Projects: Project J06082, Jones Island Water Reclamation Facility Flood Resilience Improvements, Project S02017, South Shore Water Reclamation Facility Process Air Header Improvements, and Project C05057, I-43 MIS Improvements

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Action to be taken to Long-Range Financing Plan to address Total Project Cost change

- ☒ Transfer from Allowance for Cost and Schedule Changes
- Transfer from another project (specify in comments)
- Delay Project(s) (specify in comments)
- Delete Project(s) (specify in comments)
- Other
- Transfer to Allowance for Cost and Schedule Changes

Comments

Budget Review by: Christine Durkin  
Date: 2/11/2020
COMMISSION FILE NO: 20-040-3 DATE INTRODUCED: March 9, 2020
INTRODUCED BY: Executive Director (Signature on File in the Office of the Commission)
REFERRED BY COMMISSION CHAIRPERSON TO: Policy, Finance, and Personnel Committee

RELATING TO: Agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for Kinnickinnic River Watercourse Restoration and Flood Management in Jackson Park, and Approve Change in Total Project Cost

SUMMARY:

The Commission is requested to authorize the Executive Director to execute an intergovernmental cooperation agreement (ICA) between the Milwaukee Metropolitan Sewerage District (District) and Milwaukee County (County) for the Kinnickinnic (KK) River Watercourse Restoration and Flood Management in Jackson Park in an amount not to exceed $4,175,000. Further, the Commission is requested to increase the total project cost (TPC) for Project W40009, Jackson Park, by $4,400,000 for an amended TPC of $49,229,272, and to make a corresponding change to the TPC for Project M99001, Allowance for Cost and Schedule Changes.

The KK River Watercourse Management Plan (KKRWMP) identifies 330 structures at risk for flooding on the KK River Mainstem and further identifies several projects, including the Jackson Park project, to alleviate this flooding. The KKRWMP includes the following recommendations for the Jackson Park project:

- Provide flood storage by lowering the ground within Jackson Park and the adjacent Dion-Simon parcel.
- Remove 1,400 feet of concrete-lined channel and 700 feet of corrugated metal culvert and replace them with a naturalized channel.

ATTACHMENTS: BACKGROUND ☐ KEY ISSUES ☐ RESOLUTION ☒ FISCAL NOTE ☒ S/W/MBE ☐ OTHER ☐

COMMITTEE ACTION: ____________________________ DATE: ____________
COMMISSION ACTION: __________________________ DATE: ____________
SUMMARY (Cont’d)

Agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for Kinnickinnic River Watercourse Restoration and Flood Management in Jackson Park, and Approve Change in Total Project Cost

This work will have direct and indirect impacts to County-owned park facilities within Jackson Park. The District and County have developed a project plan for Jackson Park that addresses the KKRWMP recommendations and identifies park improvements affected by the flood management work. District staff has negotiated an ICA between the District and the County to implement the Jackson Park project. The following are key agreement terms.

District responsibilities:

- Manage, contract for, and fund design and construction of the Jackson Park project improvements, including those park areas and facilities directly affected by the District’s watercourse work.
- Perform site restoration of areas disturbed by construction.
- Replace two pedestrian bridge, four recreational courts (e.g. tennis & basketball), two soccer fields, walking and bicycle trails, and picnic areas.
- Construct a new pedestrian bridge, playground, and two picnic shelters.
- Within the project area, replace lighting with light-emitting diode lighting.
- Replace KK River Parkway from W. Forest Home Avenue to S. 43rd Street. The new parkway will include pedestrian improvements, traffic calming elements, and new parking areas. Parking areas will be based upon a District-performed parking study.
- Reconstruct the S. 43rd Street parking lot.
- Replace and relocate the County Park’s service yard and related maintenance buildings to another location within the park. Provide up to an additional $250,000 of improvements which increase the functionality of the new service yard above current conditions.
- Improve the County’s service building located within Jackson Park by adding Americans with Disabilities Act (ADA) compliant restrooms.
- Improve the Boathouse with new heating, ventilation, and air conditioning system upgrades, ADA compliant bathrooms, and exterior aesthetic improvements, at a total construction cost not to exceed $750,000.
- Dredge the lagoon and restore the banks with native vegetation and improved pedestrian access including four fishing/viewing piers and stepped stone access points at up to 10 locations.
- Pay the County for trees removed within the project area in an amount not to exceed $835,000 and for lost rental income due to County park amenities that are out of service during construction in an amount not to exceed $20,000.
- Pay the County $320,000 for the right to access Jackson Park and construct the project and to cover any additional staffing need by the County for the review of projects in the KK River watershed.
SUMMARY (Cont’d)

Agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for Kinnickinnic River Watercourse Restoration and Flood Management in Jackson Park and Approve Change in Total Project Cost

- Deposit $2,750,000 in an escrow account for which the County may use toward improvements to or replacement of the current pool facility under a separate design and construction project managed by the County. This amount may be increased by any unused amount of the $250,000 of service yard functionality improvements.
- Provide the County with opportunities to review and comment upon all designs prior to the public bidding phase.
- Provide public outreach and opportunities for public input.
- Obtain all regulatory approvals and permits required for the work.
- Perform long-term maintenance of the naturalized stream and assist the County with post flood event remediation of any impacted areas of the park.
- Provide record drawings to the County upon completion of the work.

The County will:

- Provide input throughout the project.
- Provide access to the park for the construction of the project and long-term maintenance of the naturalized stream at no cost to the District.
- Provide any County required permits to the District at no cost.
- Grant a permanent flood easement to the District.
- Perform long-term maintenance of the park facilities and open space areas.

As identified above, the District will provide a total compensation payment not to exceed $4,175,000 to the County. The park improvements identified above that are not required for flood management purposes are estimated at $5,700,000.

The request to increase the project’s TPC is due to the requests for compensation by County Parks and additional improvements requested by County Parks beyond those budgeted.
RESOLUTION

Agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for Kinnickinnic River Watercourse Restoration and Flood Management in Jackson Park, and Approve Change in Total Project Cost

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute an intergovernmental cooperation agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for Kinnickinnic River Watercourse Restoration and Flood Management in Jackson Park in an amount not to exceed $4,175,000.

FURTHER RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the total project cost for Project W40009, Jackson Park, is increased by $4,400,000 for an amended total project cost of $49,229,272, and that a corresponding change is made to the total project cost for Project M99001, Allowance for Cost and Schedule Changes.
Capital Budget Fiscal Note
Total Project Cost

RELATING TO:
Agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for Kinnickinnic River Watercourse Restoration and Flood Management in Jackson Park, and Approve Change in Total Project Cost

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Action to be taken to Long-Range Financing Plan to address Total Project Cost change
- [x] Transfer from Allowance for Cost and Schedule Changes
- Transfer from another project (specify in comments)
- Delay Project(s) (specify in comments)
- Delete Project(s) (specify in comments)
- Other ________________________________
- Transfer to Allowance for Cost and Schedule Changes

Comments

Budget Review by: Christine Durkin
Date: 2/13/2020
SUMMARY:

The Commission is requested to authorize the Executive Director to execute payment to Infor, Inc., for the annual maintenance and support for the District's financial system in an amount of $157,936.57. This is the final year for full maintenance and support payment to Infor, because the District will have migrated to the new Oracle hosted enterprise resource planning system, which was approved by the Commission in February 2020.
RESOLUTION

Authorizing the Executive Director to Execute Payment to Infor, Inc., for the Annual Maintenance and Support for the District’s Financial System

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized and directed to execute payment to Infor, Inc., for the annual maintenance and support for the District’s financial system.
O&M Budget Fiscal Note

RELATING TO:
Authorizing the Executive Director to Execute Payment to Infor, Inc., for the Annual Maintenance and Support for the District’s Financial System

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For unfavorable Year End Balance, identify funding source:
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- [ ] Other Division
- [ ] Unallocated Reserve

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### Comments:

Budget Review by: Christine Durkin
Date: 2/7/2020
COMMISSION FILE NO: 20-042-3  DATE INTRODUCED: March 9, 2020

INTRODUCED BY: Executive Director (Signature on File in the Office of the Commission)

REFERRED BY COMMISSION CHAIRPERSON TO: Policy, Finance, and Personnel Committee

RELATING TO: Approval of the Removal of Criminal History Questions from the MMSD Employment Application

SUMMARY:

The Commission is requested to approve the removal of questions concerning prior criminal history from the application for employment with the Milwaukee Metropolitan Sewerage District.

Wisconsin has had “Ban the Box” (BTB) laws on the books since 2016. The 2015 Wisconsin Act 150 included provisions stating that the State may not “request a person applying for a position in the civil service, on an application or otherwise to supply information regarding the conviction record of the applicant or inquire into or consider the conviction record of the applicant before the applicant has been certified for the position”. The City of Milwaukee in 2016 and the City of Racine in 2017 passed similar local ordinances applying to civil service positions with those cities. Although the District does not hire under the civil service system, it supports the intent of BTB legislation to eliminate the stigma of past criminal convictions that may result in discrimination against job applicants.

The District’s Human Resources department currently subjects all potential candidates for hire to background checks as a part of the hiring process. Upon approval of this request, inquiries regarding past criminal records will take place after the applicant’s qualifications for hire have been considered.

ATTACHMENTS: BACKGROUND □ KEY ISSUES □ RESOLUTION □
FISCAL NOTE □ S/W/MBE □ OTHER □

PFP_BanTheBox_legislative_file.docx
02-06-20

COMMITTEE ACTION: ____________________________ DATE: ____________

COMMISSION ACTION: ____________________________ DATE: ____________
RESOLUTION

Approval of the Removal of Criminal History Questions from the MMSD Employment Application

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that questions concerning prior criminal history be removed from the application for employment with the Milwaukee Metropolitan Sewerage District.
The Commission is requested to authorize the Executive Director to enter into an escrow agreement with Taplin Group, LLC, (Taplin) and Sompo International in the amount of $400,000 toward additional compensation for the performance and payment bonds for Contract C05041C03, Basin H Central Metropolitan Interceptor Sewer Polychlorinated Biphenyl Remediation.

In December 2019, the Commission awarded Contract C05041C03 to Taplin in the amount of $5,810,136. State law requires prime contractors to local governments, such as the District, to provide both a performance bond and a payment bond in the full value of the contract to secure both the full performance of the work and payment of all subcontractors and vendors.

Taplin has traditionally worked with the surety company Sompo International to provide performance bonds and payment bonds. In this case, due to the large difference between the Taplin’s low bid of $5,810,136 and the next low bid from Terra Engineering & Construction of $17,802,403, Sompo International has indicated reluctance to provide the performance bond and payment bond in this case. The District’s engineer’s estimate for this project was approximately $6 million. In addition, Taplin hired a third party to confirm its bid.

Sompo International has indicated that it will provide the performance bond and payment bond if $750,000 is placed in an escrow account, to be paid to Sompo International in the event of a claim upon either the performance bond or payment bond. Taplin is unable to provide this entire amount and still maintain necessary cash flow to complete the work. The District is proposing to share risk with Taplin by contributing $400,000 to the escrow account.

ATTACHMENTS: BACKGROUND ☐ KEY ISSUES ☐ RESOLUTION ☒ FISCAL NOTE ☒ S/W/MBE ☐ OTHER ☐

OPS_05041C03_BasinHMIS_PCB_legislative_file.docx
02-13-20
The work to be done under C05041C03 is very unique. It involves removal of polychlorinated biphenyl contamination from large diameter sewers under a United States Environmental Protection Agency approved risk-based work plan. It is the first project of this kind in the United States. For this reason, it is not surprising that Taplin’s surety and other sureties that have been solicited find it difficult to evaluate the risks of this project. Staff recommends adopting this risk sharing approach to the performance bond and payment bond for this project, rather than rebidding this work.
RESOLUTION

Performance Assurance Mechanism for Contract C05041C03, Basin H Central Metropolitan Interceptor Sewer Polychlorinated Biphenyl Remediation

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, to authorize the Executive Director to enter into an escrow agreement with Taplin Group, LLC, and Sompo International and to place the amount of $400,000 into escrow toward additional compensation for the performance and payment bonds for Contract C05041C03, Basin H Central Metropolitan Interceptor Sewer Polychlorinated Biphenyl Remediation.
## Capital Budget Fiscal Note
### Total Project Cost

**RELATING TO:**
Performance Assurance Mechanism for Contract C05041C03, Basin H Central Metropolitan Interceptor Sewer Polychlorinated Biphenyl Remediation

### Capital Project Number(s)

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<tr>
<td>Requested (Increase)/Decrease</td>
<td>$0</td>
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### Action to be taken to Long-Range Financing Plan to address Total Project Cost change

- Transfer from Allowance for Cost and Schedule Changes
- Transfer from another project (specify in comments)
- Delay Project(s) (specify in comments)
- Delete Project(s) (specify in comments)
- Other
- Transfer to Allowance for Cost and Schedule Changes

### Comments

Budget Review by: Christine Durkin  
Date: 2/13/2020
COMMISSION FILE NO: 20-044-3 DATE INTRODUCED: March 9, 2020

INTRODUCED BY: Executive Director (Signature on File in the Office of the Commission)

REFERRED BY COMMISSION CHAIRPERSON TO: Policy, Finance, and Personnel Committee

RELATING TO: Declaration of the Public Necessity and Approval of the Acquisition Plat (Relocation Order) for the Project I06001, NS-12 Collector System Improvements

SUMMARY:

The Commission is requested to approve the acquisition plat for the NS-12 Collector System Improvements Project, I06001, and to authorize the Executive Director to approve future minor changes to the identified parcels and to approve the addition of new parcels where they have a minor impact on the overall project and land rights acquisition process.

The approval of the revised acquisition plat also authorizes the Executive Director to execute deeds, easements, purchase agreements, intergovernmental cooperation agreements, and any other related real estate documents with property owners and governmental agencies that have real estate that is affected by the project.

Upon approval and within 20 days, the revised acquisition plat (relocation order) will be filed with the Milwaukee County Clerk’s Office as required by law, thereby allowing acquisition matters to proceed.

ATTACHMENTS: BACKGROUND ☐ KEY ISSUES ☐ RESOLUTION ☒
FISCAL NOTE ☐ S/W/MBE ☐ OTHER ☒ Acquisition Plat

COMMITTEE ACTION: ________________________________ DATE: ____________

COMMISSION ACTION: ________________________________ DATE: ____________
The NS-12 System is located in the vicinity of Capitol Drive, N. 31st Street, and W. Hopkins Street. This system consists of about 13 different structures connected by various sewers ranging in size from 36-inch diameter sewers to a 114-inch by 60-inch box culvert. The system conveys wet weather flows either to the Inline Storage System (ISS) or as an overflow to Lincoln Creek. There have been times in the past number of years when the NS-12 system has had a combined sewer overflow in this area before District staff had decided to initiate an overflow. (i.e. The ISS was still available to receive flows.) In addition, there have been other times when District staff had initiated a combined sewer overflow to Lincoln Creek, but manhole lids located upstream in the area of W. Capital Drive and N. 31st Street simultaneously overflowed onto the street.

The District entered into a design contract with Symbiont Science, Engineering, and Construction, Inc., to study the hydraulic issues in the NS-12 System and recommend engineering solutions. After an extensive study and an alternatives analysis, a project was selected to better move wet weather flows through the NS-12 System to the ISS and Lincoln Creek during rain events. The project consists of the installation of approximately 2,600 feet of 84-inch diameter pipe in tunnel, 530 feet of double 10-foot by six-foot reinforced concrete box sewer, new and modified concrete structures, and new miscellaneous concrete manholes.

The project requires real estate rights to access existing District structures to construct new structures and manholes and to provide tunnel easements for sections of proposed sewer that pass through private properties. To meet the project needs, the land rights required are a combination of temporary and permanent easements. The rights required are within nine parcels of land. The property owners affected include two businesses (Central City Industrial, LLC, and Good Opportunity Fund 1, LLC), one government agency (City of Milwaukee Redevelopment Authority), and one private property owner.

Funding for the cost of the acquisitions is being requested in closed session.
RESOLUTION

Declaration of the Public Necessity and Approval of the Acquisition Plat (Relocation Order) for the Project I06001, NS-12 Collector System Improvements

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that

1. The acquisition plat (relocation order) is approved and the public necessity is hereby declared for Parcels 1 through 17.

2. The Executive Director is authorized to approve future changes to the identified parcels and the addition of new parcels where they have a minor impact on the overall project and the land rights acquisition process.

3. The Executive Director may accept and execute on behalf of the Commission all project related easement documents, memorandums of understanding, intergovernmental cooperation agreements, jurisdictional offers, award of compensation damages, leases, purchase agreements, deeds of conveyance, permits, or any other related real estate documents.
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
PROJECT ID I06001

ACQUISITION PLAT
FOR
MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT
NS12 COLLECTOR SYSTEM
IMPROVEMENTS
IN THE CITY OF MILWAUKEE,
MILWAUKEE COUNTY, WISCONSIN

NOTES:
1) PROPERTY LINES SHOWN ARE BASED ON LEGAL DESCRIPTIONS CONTAINED IN TITLE
COMMITMENTS PROVIDED BY LAND TITLE SERVICES AGENT OF FIRST AMERICAN TITLE
INSURANCE COMPANY. THESE LINES HAVE NOT BEEN VERIFIED BY A FIELD SURVEY.
2) CADASTRAL INFORMATION SHOWN IS FROM MILWAUKEE COUNTY.
3) AERIAL PHOTOS TAKEN FROM 2015 SEWRPC SID IMAGERY.
4) DISTANCES ARE EXPRESSED IN GRID U.S. SURVEY FEET.
5) Bearings are referenced to the Wisconsin State Plane Coordinate System,
   North American Datum of 1927 (NAD 27), Wisconsin South Zone.
# SCHEDULE OF LANDS & INTERESTS REQUIRED

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<th>PARCEL NUMBER</th>
<th>SHEET NUMBER</th>
<th>TAX KEY NUMBER</th>
<th>ADDRESS</th>
<th>OWNER / INTEREST HOLDER</th>
<th>TOTAL AREA (SQ. FT.)</th>
<th>TOTAL LOT SIZE</th>
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MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

MMSD FILE:
CONTRACT:
DATE:
SHEET:
DRAWING NO.:

MARCH, 2020

REUSE OF DOCUMENTS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT.

HORIZONTAL DATUM
NAD27 WISCONSIN STATE PLANE SOUTH ZONE

VERTICAL DATUM
NGVD29 NATIONAL GEODETIC VERTICAL DATUM ON 1929

REV. NO. DATE REVISION DESCRIPTION BY

W. MELVINA PLACE

W. HOPKINS STREET

EXISTING EASEMENT

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

PROPOSED PERMANENT EASEMENT

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE 269-0259-000

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE 269-0252-112
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

KHS COLLECTOR SYSTEM IMPROVEMENTS
MMSD COMMISSION APPROVED 03/18/20

WASH ST. VACATED

ALLEY

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

EXISTING EASEMENT

W. HOPKINS STREET

HORIZONTAL DATUM
NAD27 WISCONSIN STATE PLANE SOUTH ZONE

VERTICAL DATUM
NGVD29 NATIONAL GEODETIC VERTICAL DATUM ON 1929
REUSE OF DOCUMENTS

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HORIZONTAL DATUM
NAD27 WISCONSIN STATE PLANE SOUTH ZONE

VERTICAL DATUM
NGVD29 NATIONAL GEODETIC VERTICAL DATUM ON 1929

SHEILA NGUYEN
269-0302-110

PROPOSED TEMPORARY CONSTRUCTION EASEMENT
ALLEY

WASH ST
VACATED

W. HOPKINS STREET

EXISTING EASEMENT

REV. NO. DATE REVISION DESCRIPTION
PM D. TALARCZYK

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

MMSD COMMISSION APPROVED 03/18/20

ACP10.DWG

N. KALINGER

MMSD F.E.I.
ACP10.DWG
COMMISSION FILE NO: 20-045-3  DATE INTRODUCED: March 9, 2020
INTRODUCED BY: Executive Director (Signature on File in the Office of the Commission)
REFERRED BY COMMISSION CHAIRPERSON TO: Policy, Finance, and Personnel Committee
RELATING TO: Issuance of 20-year License Agreement for Stormwater Discharge Facilities to be Located on District-owned Property at Wilson Park Creek

SUMMARY:

The Commission is requested to authorize the Executive Director to approve and grant a 20-year license to place stormwater discharge facilities on District-owned property

The Central Steel and Wire Co. previously owned a large parcel in the City of Milwaukee located south of Interstate 94, roughly between 6th and 13th Streets. As a part of the Wilson Park Creek Reach 3 Project, the District purchased a substantial portion of the property (approximately 15 acres), which was vacant land, in 2017, and which is now known as 4331 S. 6th Street. In 2020, the District will construct a large detention pond on this property. At the time of purchase, Central Steel and Wire had two underground stormwater discharge pipes running from its improved area into its vacant land area. Those pipes remain underneath the District-owned land.

In 2018, Central Steel and Wire sold its remaining land and improvements to ALRO Steel Corporation (ALRO), which is currently expanding the site improvements and renovating the facilities. ALRO submitted a stormwater management plan to the District, proposing to use the existing pipes and to add two additional pipes for purposes of discharging its stormwater runoff onto the District-owned parcel and into the future detention basin. After due diligence, review, and subject to conditions contained therein, District staff concluded that District facilities would not be adversely affected, approved the plan, and issued a watercourse connection permit.

ALRO now seeks this license to place the existing pipes and add two additional pipes for stormwater drainage purposes underneath District-owned lands for purposes of discharging stormwater into the detention pond. The District will receive $1,000 from ALRO.

ATTACHMENTS: BACKGROUND  KEY ISSUES  RESOLUTION  FISCAL NOTE  S/W/MBE  OTHER  Current 1-year license & location map

COMMITTEE ACTION: ____________________________ DATE: ____________
COMMISSION ACTION: ____________________________ DATE: ____________
RESOLUTION

Issuance of 20-year License Agreement for Stormwater Discharge Facilities to be Located on District-owned Property at Wilson Park Creek

RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that:

1. The 20-year license for stormwater discharge facilities to ALRO Steel Corporation on District-owned property at 4331 S. 6th Street in Milwaukee is hereby approved.

2. The Executive Director is authorized to approve future changes to this license where they have a minor impact on the Wilson Creek Project or District operations.

3. The Executive Director may accept and execute on behalf of the Commission this license agreement and all related real estate documents.
License Agreement

Alro Steel Stormwater Discharge

This License Agreement is made between the Milwaukee Metropolitan Sewerage District (District or Licensor) with its principal place of business at 260 West Seebach Street, Milwaukee, Wisconsin 53204-1446 and Alro Steel Corporation (Licensee), with its principal place of business at 3000 N 114th St, Wauwatosa, Wisconsin 53222.

WHEREAS, the District has acquired certain real property in the City of Milwaukee adjacent to the Alro Steel commercial property located at 4331 South 6th Street, Milwaukee WI, in order to make modifications to the streambed and riparian lands to reduce the risk of flooding, which include the construction of a stormwater basin;

WHEREAS, the District is constructing the stormwater basin adjacent Licensee’s property for the purpose of holding stormwater and reducing flood risk to the area;

WHEREAS, the Licensee has recently acquired the property located at 4343 South 6th Street in the City of Milwaukee with the intention of increasing the size of the operation and increasing the size of its workforce;

WHEREAS, in order to comply with the District’s Chapter 13 Surface Water and Stormwater rules, Licensee is obligated to take certain measures to counteract the effects of increasing the size of its operation and installing additional impervious surface;

WHEREAS, District Planning, Research and Sustainability staff has determined the plans and specifications as presented for the Project will bring Licensee into compliance with the District’s Chapter 13 Rules, will not interfere with the District’s operations, and will not impact the flood risk for up to and including the 1%-annual-chance rainfall event for the Project area during the watershed's critical time period of 1.75 hours;

WHEREAS, the District and Licensee would both benefit from Licensee’s proposal.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Date of Agreement

This Agreement will become effective as of as of the date of execution of this license agreement and will terminate on December 31, 2020. This Agreement may be renewed or extended at the option of the Parties. The District makes no representations or guarantees regarding the length of tenure.
2. License

District grants Alro Steel Corporation a non-exclusive license to enter on District land and install underground pipes as depicted in Fig. 1, attached hereto and incorporated herein by reference, for stormwater management according to the terms and conditions set forth herein.

This license creates no property interest or personal rights in favor of Licensee or against the District. This license does not preclude entry by the District or the District’s contractors, subcontractors or agents at any time for any reason or for no reason.

3. Compensation

The District shall receive as compensation the amount of One Dollar ($1.00), which the parties agree represents a fair and reasonable price for the license granted herein. Further, the District shall present to its Commission for approval within 12 months of the date of execution a request to approve an extension to the license agreement for an additional 20 years at a cost of One Thousand Dollars ($1,000.00) for the 20-year term. Licensee understands Commission approval is required for the extension and its terms, and such approval is not guaranteed or represented in or by this License Agreement.

4. Permissible Activities

Licensee is permitted to utilize the Premises for installation and maintenance of pipes to carry stormwater as described herein. The District makes no representations or warranties regarding the suitability or safety of the soil on the Premises. The Licensee may undertake any activities as provided that do not interfere with the District’s property or basin. The Licensee shall not enter onto District property in order to inspect, maintain, repair, or replace its assets without prior written permission from the District. Such permission will not be unreasonably withheld. The District may require Licensee to permit District staff to inspect, with reasonable notice, Licensee’s stormwater conveyance and maintenance assets. Such permission may not be unreasonably withheld.

5. Impermissible Activities

The following activities are expressly not permitted on the Premises:

- Erection of any permanent structures apart from any in the approved plans and specifications.

- Earth moving or grading of any type, except with written prior authorization from the District.

- Installation of any wells or permanent irrigation systems or similar infrastructure.
• The intentional discharge, dumping, or placement of any material into the basin except for stormwater as intended per the construction drawings for the project as approved by the District in the Stormwater Management Plan approval process.

6. Responsibilities

Licensee shall be solely responsible for the following:

• Any and all permits and permissions from the City of Milwaukee and any other government agencies.

• Compliance with all applicable laws and codes.

• All security and maintenance at the Premises required by Licensee for their operations.

• Constructing its system in a manner that will not be disturbing to residential or commercial neighbors.

• Maintaining the Premises in an orderly manner, free from rubbish, debris and other unsightly conditions.

• Ensuring runoff into the basin cannot exceed the volume of flow shown in the approved SWMP (for both the 2-year and 100-year events); directing any excess flow away from the basin; ensuring the system will remain in compliance with Chapter 13 at all times.

• Maintaining the wall as depicted in the approved plans and specifications.

• Regularly inspecting and maintaining the stormwater discharge pipes.

• Installing the pipe inlets at an elevation above the design peak elevation of the basin.

• Assuming responsibility for any backups through the four pipes from Licensee’s operation to the Project basin.

• Licensee is fully and solely responsible for its employees and guests on the Premises.

7. Utilities

It is the responsibility of Licensee to arrange for and pay any costs associated with accessing a water supply. Licensee will inform the District of its plans for bringing water on-site when an investigation reveals the best method for doing so and will not undertake any site modifications pertaining to the accessing of water without the knowledge and consent of the District. District will not withhold consent to reasonable plans to bring water on site.
District shall not provide nor contribute to the costs of providing any utility services to the site.

8. Floodplain Risk

Licensee acknowledges that the Premises may be located within a floodplain. The District makes no representations or warranties whatsoever regarding the risk of flooding. All risk of loss rests solely with Licensee.

9. Termination

The District may terminate this license at any time upon 90 days notice to Licensee, for any reason or no reason. After notice of termination, Licensee shall remove its operations and return the Premises to its pre-existing condition within 90 days.

10. Indemnification and Liability

Licensee is solely responsible for the safety and security of all of its employees, interns, and guests while on the Premises. Licensee is solely responsible for the security of its equipment and operations while on the Premises. Licensee shall indemnify and hold harmless the District from and against all liabilities, losses, costs, and expenses, including reasonable attorney fees, for injuries or death to persons, damage to property, or violations of applicable laws arising only out of or resulting from this license and only if caused by Licensee’s negligent occupation of and operations at the Premises. Without limiting the foregoing, this indemnification obligation includes any liabilities, costs or expenses that the District may have as a result of obligations under Wisconsin’s safe place statute, Wis. Stat. §101.11, and expressly includes liabilities arising from injuries relating to the condition of the Premises (i.e. rubble, rebar, uneven terrain).

11. Site Conditions

The District shall make no improvements to the Premises in order to accommodate Licensee’s operations. The District shall cut grass and remove snow to the extent require by law. Upon conclusion of its operations, Licensee shall leave the Premises in substantially the same condition as at the beginning of the license.

12. Insurance

Licensee must provide the District with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the Agreement. Licensee, shall, at its sole expense, maintain the following insurance:

A. Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage combined shall be at least:
Each Occurrence Limit $1,000,000
General Aggregate Limit $2,000,000
Products-Completed Operations Limit $2,000,000
Personal and Advertising injury Limit $1,000,000

No exclusions for explosion, collapse, or underground are permissible.

B. Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least $1,000,000 per occurrence for bodily injury and property damage combined.

C. Workers’ Compensation Insurance:
Contractor must provide Workers Compensation Insurance as required by Wisconsin statute, and in addition, Employer’s Liability insurance with limits not less than $1,000,000 for each accident, $1,000,000 disease – each employee, $1,000,000 disease – policy limit, for all employees to be engaged in work on the project under this Contract. The Contractor shall also have Worker’s Compensation Insurance endorsed to contain the “all states” endorsement to cover against claims for injury, disease, or death of employees which for any reason, may not fall within the provisions of Wisconsin Worker’s Compensation Law.

D. Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than $2,000,000 per occurrence in excess of the limits stated in (A.), (B.), (C. – for Employers Liability) or (D) above.

Additional Requirements:
The insurance specified in (A.), (B.), (C.) and (D) above shall: (a) name the District and its commissioners, directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary and non-contributory coverage with respect to all insureds and additional insureds. (Additional Insured CG2010 endorsement or equivalent). Policies should include a severability of liability clause and cross-liability clause. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. MMSD may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against MMSD, its subsidiaries, its agents, servants, invitees, and employees and their insurers.
Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide MMSD with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change, or ten (10) days’ notice of cancellation for nonpayment, in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A-10 or better.

The following language must be contained in the Certificate of Insurance:

“Milwaukee Metropolitan Sewerage District and its subsidiaries including its directors, officers, employees and agents are Additional Insureds. Waiver of Subrogation applies in favor of the Milwaukee Metropolitan Sewerage District, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers. Coverage is primary and non-contributory. Pollution coverage is included under the General Liability policy up to each event limit. Insurers must provide a 30-day notice of cancellation, nonrenewal or material changes – except 10 days for non-payment.”

Mail to:
Milwaukee Metropolitan Sewerage District
260 W. Seebboth Street
Milwaukee, WI 53204-1446
Attn. Risk Manager

13. **Exclusive Agreement**

This is the entire Agreement between Licensee and District.

14. **Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

15. **Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

16. **Notices**

Any notice under this License must be in writing and must be sent by certified or registered mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The District hereby designates its address as:
Attn: Executive Director

Licensee hereby designates its address as:

John Rumler  
Vice President-Administration  
Alro Steel Corporation  
3100 E High Street  
Jackson, MI 49203  
517-788-3286  
jrumler@alro.com

17. No Partnership

This Agreement does not create a partnership relationship. Licensee does not have authority to enter into contracts on District’s behalf.

18. Assignment

Licensee may enter into sub-license agreements with written approval of the District. District’s written approval shall not in any way limit Licensee’s responsibilities under this Agreement.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

By: __________________________  
Kevin L. Shafer, P.E.  
Executive Director

Date: ____________  
Approved as to form:

Attorney for the District

ALRO STEEL CORPORATION

By: __________________________  
(Name)  
John E. Rumler  
(Title)  
VP ADMINISTRATION

Date: ____________
Date: October 8, 2019

Connection Numbers: W427, W428, W429, and W430

Watercourse Connection Owner Type

☒ Private
☐ Municipal
☐ Other

*Private Connection Fee Assessment: N/A  MMSD Plan File No. N/A

Municipality: City of Milwaukee
Owner: Airo Steel
Address: 4343 South 6th Street, Milwaukee WI

Connection Location and Description: W427, W428, W429, and W430 will be the assigned MMSD Watercourse Connection Numbers for the four outlets that will discharge from the west side of the Airo Steel site into the District basin to the east of the Airo Steel site. Two existing outlets did not have assigned MMSD Watercourse Connection Numbers because the site to the west of the Airo Steel site had previously not been owned by the District. MMSD Watercourse Connection Numbers are now assigned because the outlets will discharge into a District asset.

Special Conditions

1. 72 hour notice must be provided to MMSD at (414)225-2241 before connection may be made.
2. This permit is for connection to MMSD facilities only and does not grant right-of-entry to public or private property as may be authorized by other authorities or individuals.
3. Any field changes which require a change to the construction plans require subsequent approval by the MMSD.

The work authorized by this permit shall be performed in the presence of and to the satisfaction of an authorized representative of the Milwaukee Metropolitan Sewerage District. The permit for the connection described above is hereby approved in accordance with Chapter 13 of the rules of the Milwaukee Metropolitan Sewerage District, subject to the special conditions listed above and all other applicable MMSD rules and regulations.

Dione Woitach, Project Engineer

Milwaukee Metropolitan Sewerage District
260 W. State St., Milwaukee, WI 53204-1446
414-272-5100  www.mmsd.com
As part of the State of Wisconsin Clean Water Fund Program (CWFP), the Commission is requested to approve the issuance of up to $5,746,414 in general obligation promissory notes to finance two capital projects. These loans are included in the Milwaukee Metropolitan Sewerage District’s (District) 2020 Capital Budget.

Approval of the attached award resolutions will enable the District to finance project expenditures over a 20-year period with two CWFP loans. The District will save an estimated $236,440 in interest costs over the 20-year period of debt repayment by obtaining low interest financing from the CWFP as compared to issuing its own debt (1.65% versus 2.00%).

The State of Wisconsin requires that all borrowing municipalities provide security for repayment of loans. One form of security is a general obligation pledge of ad valorem taxes. This pledge requires a resolution authorizing a sale of general obligation bonds or notes and provides for the collection of a non-repealable direct annual tax to pay the principal and interest on the bonds or notes (i.e., the CWFP loans). The State is the purchaser and owner of the bonds or notes.

A two-thirds affirmative vote of the Commission is required for approval.
BACKGROUND

Authorizing and Providing for the Sale and Issuance of Two Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details

The Commission is requested to approve the issuance of up to $5,746,414 in general obligation promissory notes as security for two CWFP loans for the following projects:

<table>
<thead>
<tr>
<th>Note Series</th>
<th>CWFP Number</th>
<th>District Project</th>
<th>Project Name</th>
<th>Loan Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020B</td>
<td>3257-01</td>
<td>S06034</td>
<td>South Shore Roof Replacement Phase III</td>
<td>2,537,819</td>
<td>1.65%</td>
</tr>
<tr>
<td>2020C</td>
<td>3260-01</td>
<td>J06069</td>
<td>Jones Island Roof Replacement Phase III</td>
<td>3,208,595</td>
<td>1.65%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>$5,746,414</td>
<td></td>
</tr>
</tbody>
</table>

District projects undertaken to maintain permit compliance are eligible for 20-year loans from the CWFP at an interest rate below the effective rate for state revenue bonds, with market rate funds currently available at 3.00%. The compliance maintenance interest rate is currently 55% of the CWFP market rate or 1.65% (3.00% x 55%).

Estimated principal and interest payments for the loan are as follows.

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$</td>
<td>$53,466</td>
<td>$53,466</td>
</tr>
<tr>
<td>2021 - 2025</td>
<td>1,265,365</td>
<td>422,566</td>
<td>1,687,931</td>
</tr>
<tr>
<td>2026 - 2040</td>
<td>4,481,049</td>
<td>577,094</td>
<td>5,058,143</td>
</tr>
<tr>
<td>Total</td>
<td>$5,746,414</td>
<td>$1,053,126</td>
<td>$6,799,540</td>
</tr>
</tbody>
</table>

The District will save an estimated $236,440 in interest costs over the 20-year period of debt repayment by obtaining low interest financing from the CWFP as compared to issuing its own debt (1.65% versus 2.00%).

On the date of closing and including these two loans, the District’s outstanding general obligation debt is anticipated to be $834,979,138 which is 1.27% of equalized value. Commission Policy is to maintain debt levels below 2.5% of equalized value.
KEY ISSUES

Authorizing and Providing for the Sale and Issuance of Two Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details

Each financial assistance agreement (FAA) for a CWFP loan requires that the borrowing municipality establish one or more dedicated sources of revenue that the State of Wisconsin Department of Administration deems sufficient for repayment of a project loan or loans. A municipality’s obligation to repay a project loan may be in the form of a general obligation or a revenue obligation. The District has elected to make a general obligation pledge of ad valorem taxes.

This pledge requires a resolution authorizing the sale and issuance of general obligation bonds or notes to finance capital projects and levies a direct irrepealable annual tax sufficient in amount to pay and discharge the principal and interest on these bonds or notes. The bonds or notes are in effect sold to the State of Wisconsin.

The attached award resolutions for the two capital projects accomplish the following objectives:

- Provide low interest rate financing of capital project expenditures within the financing objectives set in the 2020 Capital Budget and long-range financing plan.
- Authorize the District to sell up to $5,746,414 of notes for the CWFP to the State of Wisconsin in accordance with the terms and conditions of the FAA’s and awards the notes to the CWFP.
- Authorize the Commission Chairperson and the Commission Secretary to execute the FAA’s.
- Provide security for the State of Wisconsin.
- Provide for levying upon all the taxable property in the District, a non-repealable direct annual tax in an amount sufficient to pay the principal and interest on the notes (i.e., the CWFP loans).
- Provide for continuing disclosure to bondholders in compliance with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission.
- Provide a repayment schedule up to 20 years.

A two-thirds affirmative vote of the Commission is required for approval.
RESOLUTION

Authorizing and Providing for the Sale and Issuance of Two Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details

WHEREAS, the State of Wisconsin Clean Water Fund Program permits the Milwaukee Metropolitan Sewerage District Commission to obtain financial assistance for the construction of eligible wastewater pollution abatement projects; and

WHEREAS, the Milwaukee Metropolitan Sewerage District Commission intends to authorize, sell and issue general obligation sewerage system promissory notes for the Clean Water Fund Program projects as described below; and

WHEREAS, the Milwaukee Metropolitan Sewerage District Commission has determined to sell the notes by private rather than public sale due to efficiencies of borrowing through the Clean Water Fund Program, including reduced issuance costs, flexible draw-down of principal and favorable interest rates.

NOW, THEREFORE, BE IT RESOLVED, by the Milwaukee Metropolitan Sewerage Commission, that the resolutions attached hereto and described below are hereby adopted.

1. “A Resolution Authorizing and Providing for the Sale and Issuance of up to $2,537,819 General Obligation Sewerage System Promissory Notes, Series 2020B, Levying Taxes for the Payment Thereof, and All Related Details” for CWFP Project Number 3257-01, consisting of the assessment and replacement of four roofs at the South Shore facility in phase 3 of the South Shore roof rehabilitation project.

2. “A Resolution Authorizing and Providing for the Sale and Issuance of up to $3,208,595 General Obligation Sewerage System Promissory Notes, Series 2020C, Levying Taxes for the Payment Thereof, and All Related Details” for CWFP Project Number 3260-01, consisting of the completion of work to restore the life expectancy of ten roofs at the Jones Island Water Reclamation Facility.
A Resolution Authorizing and Providing for the Sale and Issuance of up to $2,537,819 General Obligation Sewerage System Promissory Notes, Series 2020B, Levying Taxes for the Payment Thereof, and All Related Details

RECITALS

The Metropolitan Sewerage District Commission (the “Governing Body”) of the Milwaukee Metropolitan Sewerage District, Wisconsin (the “Issuer”) makes the following findings and determinations:

1. Certain improvements to the Issuer’s sewerage system (the “System”) are necessary to meet the needs of the communities served by the System and the residents thereof, consisting of the assessment and replacement of four roofs at the South Shore facility in phase 3 of the South Shore roof rehabilitation project (collectively, the “Project”).

2. The Project has been assigned Clean Water Fund Program Project No. 3257-01 by the State of Wisconsin Department of Natural Resources (the “Department of Natural Resources”), and as defined in Department of Natural Resources approval letter for the Plans and Specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes; and assigned Number S-2019-0432 dated August 8, 2019.

3. The Governing Body wishes to borrow the funds needed for the Project by selling and issuing general obligation sewerage system promissory notes pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the $2,537,819 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2020B authorized by this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“Commission Officers” means the Chairperson and the Secretary of the Governing Body of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date for the Obligations.
“CWFP” means the State of Wisconsin Clean Water Fund Program.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning given in Section 13.

“Treasurer” means the Issuer’s Treasurer.

“Financial Assistance Agreement” means the Financial Assistance Agreement, dated as of the Original Issue Date, by and between the Issuer and the State of Wisconsin by the Department of Natural Resources and the Department of Administration, pursuant to which the Obligations are to be issued and sold to the State, in substantially the form accompanying this resolution and incorporated herein by reference.

“Fiscal Agent” means the Treasurer or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” means the Issuer’s Metropolitan Sewerage District Commission.

“Issuer” means the Milwaukee Metropolitan Sewerage District, Wisconsin.

“Obligations” means the $2,537,819 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2020B, which will be issued pursuant to this resolution.

“Original Issue Date” means April 8, 2020.

“Project” has the meaning given in the recitals to this resolution.

“Purchase Price” means up to $2,537,819.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Secretary of the Issuer’s Governing Body.

“Register” means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

(i) The name and address of the owner of each Obligation.

(ii) All transfers of each Obligation.

“State” means the State of Wisconsin Department of Administration.
Section 2. **Exhibits.**

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) *Exhibit A* — Form of Obligation.

(ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. **Purposes of Borrowing; Issuance of Obligations.**

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation sewerage system promissory notes of the Issuer in the principal amount of up to $2,537,819. The Obligations will be issued pursuant to the provisions of the Financial Assistance Agreement and Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

Section 4. **Terms of Obligations.**

The Obligations will be named “Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2020B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date to which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be in denominations of $.01 or any multiple of $.01 up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date, or from the date principal evidenced by the Obligations was drawn by the Issuer (as described below), or from the most recent interest payment date to which interest has been paid. Interest will be due and payable on each May 1 and November 1 until the principal of the Obligations has been paid, beginning on November 1, 2020. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Commission Officers executing the Obligations. The Obligations will mature on May 1, 2039 and will bear interest at the rate of 1.65%.

The principal evidenced by the Obligations may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement. The principal of the Obligations so drawn is payable in annual installments on each May 1, beginning on May 1, 2021, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to *Exhibit A*. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time.
based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

The principal of and interest on the Obligations will be payable in lawful money of the United States of America.

**Section 5. Fiscal Agent.**

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

**Section 6. Redemption.**

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the CWFP.

**Section 7. Manner of Payment/Transfers/Redemption Notices.**

*Payment.* On each principal payment date (whether at maturity, installment payment date, or redemption date) and on each interest payment date, the Fiscal Agent will pay the principal of, and interest on, each Obligation by electronic funds transfer or by check mailed to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

*Transfers.* Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

*Partial Redemptions.* If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.
**Notice of Redemption.** So long as the CWFP is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

**Accrual of Interest.** If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

**Register.** The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

**Section 8. Form of Obligations.**

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

**Section 9. Execution of Obligations.**

The Obligations shall be signed by the persons who are the Commission Officers on the Original Issue Date. The Obligations shall be sealed with the Issuer’s corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Commission Officer is a manual signature or the Fiscal Agent’s certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer’s own signature.

**Section 10. Continuing Disclosure.**

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms. The Issuer shall amend the Continuing Disclosure Agreement from time to time as the CWFP may require and to conform with any changes in rules or regulations by the Securities and Exchange Commission with respect to continuing disclosure.

**Section 11. Sale of Obligations; Financial Assistance Agreement.**

The Issuer awards the sale of the Obligations to the CWFP at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Financial Assistance Agreement presented by the CWFP to purchase the Obligations and agrees to perform all obligations of the Issuer set forth therein. The
Commission Officers are directed to (i) sign the Financial Assistance Agreement in the Issuer’s name and (ii) take any additional actions needed to complete the sale of the Obligations, including arranging for a closing of the sale. The Purchase Price for the Obligations shall be paid upon request therefor as provided in the Financial Assistance Agreement.

The Commission Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the CWFP upon payment by the CWFP of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the CWFP, the sale of the Obligations is conditioned upon the Issuer furnishing the following items to the CWFP:

(i) The Obligations, together with the written, unqualified approving opinions of the law firms of MWH Law Group LLP and Foley & Lardner LLP, co-bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

Section 12.  General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of and interest on the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on the principal installment payment dates and at maturity.

This tax shall be carried from year to year into the Issuer’s tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer’s tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. Assuming the entire principal amount of the Obligations is drawn, the tax for each year the levy is made will be in the following amounts:
<table>
<thead>
<tr>
<th>Levy Year</th>
<th>Debt Service Amount Due in Following Year</th>
<th>Levy Year</th>
<th>Debt Service Amount Due in Following Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$ 155,741.44</td>
<td>2030</td>
<td>$ 155,573.02</td>
</tr>
<tr>
<td>2021</td>
<td>155,725.82</td>
<td>2031</td>
<td>155,554.61</td>
</tr>
<tr>
<td>2022</td>
<td>155,709.92</td>
<td>2032</td>
<td>155,535.89</td>
</tr>
<tr>
<td>2023</td>
<td>155,693.77</td>
<td>2033</td>
<td>155,516.87</td>
</tr>
<tr>
<td>2024</td>
<td>155,677.35</td>
<td>2034</td>
<td>155,497.54</td>
</tr>
<tr>
<td>2025</td>
<td>155,660.67</td>
<td>2035</td>
<td>155,477.88</td>
</tr>
<tr>
<td>2026</td>
<td>155,643.70</td>
<td>2036</td>
<td>155,457.90</td>
</tr>
<tr>
<td>2027</td>
<td>155,626.46</td>
<td>2037</td>
<td>155,437.60</td>
</tr>
<tr>
<td>2028</td>
<td>155,608.93</td>
<td>2038</td>
<td>155,416.96</td>
</tr>
<tr>
<td>2029</td>
<td>155,591.12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Issuer levied taxes in 2019 for the purpose of paying debt service coming due in 2020 on anticipated CWFP loans such as the Obligations, and from such levy, the Issuer hereby appropriates an amount sufficient to pay the interest coming due on the Obligations on November 1, 2020. As a result of the foregoing, the Issuer does not need to levy a tax for the November 1, 2020 interest payment on the Obligations.

**Section 13. Debt Service Fund Account.**

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “Debt Service Fund Account”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the CWFP in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of or interest on the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources. Money in the Debt Service Fund Account may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes.

**Section 14. Borrowed Money Fund.**

In accordance with Section 67.10(3) of the Wisconsin Statutes, the sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of
the Obligations and the name Borrowed Money Fund (herein referred to as the “Borrowed Money Fund”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law. Money in the Borrowed Money Fund may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes; provided, however, that pursuant to the terms of the Financial Assistance Agreement, money in the Borrowed Money Fund must be disbursed within three business days after the Original Issue Date, or the date of receipt by the Issuer of any draws of principal on the Obligations, and must not be invested in an interest bearing account.

Section 15. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Financial Assistant Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.


The appropriate officers of the Issuer are directed to prepare and furnish the following items to the CWFP and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 17. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 18. Amendments.

This resolution may (i) be amended from time to time without the written consent of the CWFP, to cure any ambiguity, administrative conflicts, formal defect, or omission or procedural inconsistency of this resolution, and (ii) be amended from time to time with the...
written consent of the CWFP, to modify any terms of the Obligations deemed necessary or advisable by the Issuer or the CWFP.

In the event the CWFP sells all or a portion of the Obligations, written consent referred to in (ii) above shall be required by the owners of not less than two-thirds of the principal amount then outstanding of the Obligations.

Section 19. **Further Authorization.**

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 20. **Conflict with Prior Acts.**

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 21. **Severability of Invalid Provisions.**

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 22. **Resolution Effective upon Adoption and Approval.**

This resolution takes effect upon its adoption and approval in the manner provided by law.

[Signature Page Follows]

Dan Devine
Commission Chairperson

Anna Kettlewell
Commission Secretary
EXHIBIT A
FORM OF OBLIGATION

STATE OF WISCONSIN
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

No. R-1 Registered

$2,537,819

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE,
SERIES 2020B

Interest Rate
1.65%

Maturity Date
May 1, 2039

Original Issue Date
April 8, 2020

CUSIP
None

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

PRINCIPAL AMOUNT: TWO MILLION FIVE HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED NINETEEN DOLLARS

THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN (herein called the “Issuer”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2020. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “Obligations”) of the Issuer of an aggregate principal amount of $2,537,819, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on March 23, 2020, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of up to $2,537,819 General Obligation Sewerage System Promissory Notes, Series 2020B, Levying Taxes for the Payment Thereof, and All Related Details” (the “Resolution”). The Obligations are issuable only in the form of fully registered notes.

The Principal Amount evidenced by this Obligation may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement (as defined in the Resolution).
The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2021, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the “State”) assuming the full Principal Amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Issuer. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Obligation plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Obligations. The State shall record draws of principal and principal repayments in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Issuer (who will act as authentication agent, paying agent, and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the “Fiscal Agent”), will pay the principal of, and interest on, this Obligation by electronic funds transfer or by check mailed to the person or entity in whose name this Obligation is registered on the register (hereinafter called the “Register”) maintained by the Fiscal Agent at the end of the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations (the “Record Date”).

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date or earlier installment payment date.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.
The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

**Partial Redemptions.** If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

**Notice of Redemption.** So long as the State of Wisconsin Clean Water Fund Program is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

**Accrual of Interest.** If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

**Register.** The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity or earlier installment payment date.
IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Commission Chairperson and Commission Secretary and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the date specified above.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN

By: ___________________________________
    Dan Devine
    Commission Chairperson

[SEAL]

And: ___________________________________
    Anna Kettlewell
    Commission Secretary

Certificate of Authentication

Dated: April 8, 2020

This Obligation is one of the Obligations described in the Resolution.

By: ___________________________________
    Treasurer, as Fiscal Agent
**SCHEDULE 1**

**RECORD OF DRAWS OF PRINCIPAL AND PRINCIPAL REPAYMENTS**

$2,537,819

Milwaukee Metropolitan Sewerage District, Wisconsin

General Obligation Sewerage System Promissory Notes, Series 2020B

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Exhibit A – Page 5
## SCHEDULE 2

**PRINCIPAL REPAYMENT SCHEDULE**

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ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_______________________________________________________________________________
_______________________________________________________________________________

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _________________________________________ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.
EXHIBIT B

NOTICE TO THE ELECTORS
RESIDING IN THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN
RELATING TO NOTE SALE

On March 23, 2020, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the Milwaukee Metropolitan Sewerage District, Wisconsin authorized the borrowing of money and the execution and delivery of a contract to sell general obligation sewerage system promissory notes in the principal amount of up to $2,537,819. It is anticipated that the closing of this note financing will be held on or about April 8, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the Commission Secretary of the Milwaukee Metropolitan Sewerage District, at 260 West Seeboth Street, Milwaukee, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: ____________, 20__

/s/ Anna Kettlewell
Commission Secretary
A Resolution Authorizing and Providing for the Sale and Issuance of up to
$3,208,595 General Obligation Sewerage System Promissory Notes, Series 2020C,
Levying Taxes for the Payment Thereof,
and All Related Details

RECITALS

The Metropolitan Sewerage District Commission (the “Governing Body”) of the Milwaukee Metropolitan Sewerage District, Wisconsin (the “Issuer”) makes the following findings and determinations:

1. Certain improvements to the Issuer’s sewerage system (the “System”) are necessary to meet the needs of the communities served by the System and the residents thereof, consisting of the completion of work to restore the life expectancy of ten roofs at the Jones Island Water Reclamation Facility (collectively, the “Project”).

2. The Project has been assigned Clean Water Fund Program Project No. 3260-01 by the State of Wisconsin Department of Natural Resources (the “Department of Natural Resources”), and as defined in Department of Natural Resources approval letter for the Plans and Specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes; and assigned Number S-2019-0432 dated August 8, 2019.

3. The Governing Body wishes to borrow the funds needed for the Project by selling and issuing general obligation sewerage system promissory notes pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes.

4. The Issuer has taken all actions required by law and has the power to sell and issue the $3,208,595 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2020C authorized by this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“Commission Officers” means the Chairperson and the Secretary of the Governing Body of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date for the Obligations.
“CWFP” means the State of Wisconsin Clean Water Fund Program.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning given in Section 13.

“Treasurer” means the Issuer’s Treasurer.

“Financial Assistance Agreement” means the Financial Assistance Agreement, dated as of the Original Issue Date, by and between the Issuer and the State of Wisconsin by the Department of Natural Resources and the Department of Administration, pursuant to which the Obligations are to be issued and sold to the State, in substantially the form accompanying this resolution and incorporated herein by reference.

“Fiscal Agent” means the Treasurer or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” means the Issuer’s Metropolitan Sewerage District Commission.

“Issuer” means the Milwaukee Metropolitan Sewerage District, Wisconsin.

“Obligations” means the $3,208,595 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2020C, which will be issued pursuant to this resolution.

“Original Issue Date” means April 8, 2020.

“Project” has the meaning given in the recitals to this resolution.

“Purchase Price” means up to $3,208,595.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Secretary of the Issuer’s Governing Body.

“Register” means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

(i) The name and address of the owner of each Obligation.

(ii) All transfers of each Obligation.

“State” means the State of Wisconsin Department of Administration.
Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

(i) Exhibit A — Form of Obligation.

(ii) Exhibit B — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation sewerage system promissory notes of the Issuer in the principal amount of up to $3,208,595. The Obligations will be issued pursuant to the provisions of the Financial Assistance Agreement and Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2020C.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date to which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be in denominations of $.01 or any multiple of $.01 up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date, or from the date principal evidenced by the Obligations was drawn by the Issuer (as described below), or from the most recent interest payment date to which interest has been paid. Interest will be due and payable on each May 1 and November 1 until the principal of the Obligations has been paid, beginning on November 1, 2020. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Commission Officers executing the Obligations. The Obligations will mature on May 1, 2039 and will bear interest at the rate of 1.65%.

The principal evidenced by the Obligations may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement. The principal of the Obligations so drawn is payable in annual installments on each May 1, beginning on May 1, 2021, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to Exhibit A. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time.
based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

The principal of and interest on the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. Among other things, the Fiscal Agent must maintain the Register.

Section 6. Redemption.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the CWFP.

Section 7. Manner of Payment/Transfers/Redemption Notices.

Payment. On each principal payment date (whether at maturity, installment payment date, or redemption date) and on each interest payment date, the Fiscal Agent will pay the principal of, and interest on, each Obligation by electronic funds transfer or by check mailed to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.
Notice of Redemption. So long as the CWFP is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

Section 8. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

Section 9. Execution of Obligations.

The Obligations shall be signed by the persons who are the Commission Officers on the Original Issue Date. The Obligations shall be sealed with the Issuer’s corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Commission Officer is a manual signature or the Fiscal Agent’s certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer’s own signature.

Section 10. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms. The Issuer shall amend the Continuing Disclosure Agreement from time to time as the CWFP may require and to conform with any changes in rules or regulations by the Securities and Exchange Commission with respect to continuing disclosure.

Section 11. Sale of Obligations; Financial Assistance Agreement.

The Issuer awards the sale of the Obligations to the CWFP at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Financial Assistance Agreement presented by the CWFP to purchase the Obligations and agrees to perform all obligations of the Issuer set forth therein. The
Commission Officers are directed to (i) sign the Financial Assistance Agreement in the Issuer’s name and (ii) take any additional actions needed to complete the sale of the Obligations, including arranging for a closing of the sale. The Purchase Price for the Obligations shall be paid upon request therefor as provided in the Financial Assistance Agreement.

The Commission Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the CWFP upon payment by the CWFP of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the CWFP, the sale of the Obligations is conditioned upon the Issuer furnishing the following items to the CWFP:

(i) The Obligations, together with the written, unqualified approving opinions of the law firms of MWH Law Group LLP and Foley & Lardner LLP, co-bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them on the Original Issue Date.

**Section 12. General Obligation Pledge; Tax Levy.**

For the prompt payment of the principal of and interest on the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on the principal installment payment dates and at maturity.

This tax shall be carried from year to year into the Issuer’s tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer’s tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. Assuming the entire principal amount of the Obligations is drawn, the tax for each year the levy is made will be in the following amounts:
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The Issuer levied taxes in 2019 for the purpose of paying debt service coming due in 2020 on anticipated CWFP loans such as the Obligations, and from such levy, the Issuer hereby appropriates an amount sufficient to pay the interest coming due on the Obligations on November 1, 2020. As a result of the foregoing, the Issuer does not need to levy a tax for the November 1, 2020 interest payment on the Obligations.

**Section 13. Debt Service Fund Account.**

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “Debt Service Fund Account”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the CWFP in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of or interest on the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources. Money in the Debt Service Fund Account may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes.

**Section 14. Borrowed Money Fund.**

In accordance with Section 67.10(3) of the Wisconsin Statutes, the sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of
the Obligations and the name Borrowed Money Fund (herein referred to as the “Borrowed Money Fund”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project, the costs of issuing the Obligations, and the costs of investing amounts in the Borrowed Money Fund, or (ii) transferred to the Debt Service Fund Account as provided by law. Money in the Borrowed Money Fund may be temporarily invested as provided in Section 66.0603 (1m) of the Wisconsin Statutes; provided, however, that pursuant to the terms of the Financial Assistance Agreement, money in the Borrowed Money Fund must be disbursed within three business days after the Original Issue Date, or the date of receipt by the Issuer of any draws of principal on the Obligations, and must not be invested in an interest bearing account.

Section 15. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Financial Assistant Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.


The appropriate officers of the Issuer are directed to prepare and furnish the following items to the CWFP and the attorneys approving the legality of the Obligations:

(i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.

(ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 17. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 18. Amendments.

This resolution may (i) be amended from time to time without the written consent of the CWFP, to cure any ambiguity, administrative conflicts, formal defect, or omission or procedural inconsistency of this resolution, and (ii) be amended from time to time with the
written consent of the CWFP, to modify any terms of the Obligations deemed necessary or advisable by the Issuer or the CWFP.

In the event the CWFP sells all or a portion of the Obligations, written consent referred to in (ii) above shall be required by the owners of not less than two-thirds of the principal amount then outstanding of the Obligations.


The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.


In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.


If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 22. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

[Signature Page Follows]

Dan Devine  
Commission Chairperson

Anna Kettlewell  
Commission Secretary
EXHIBIT A

FORM OF OBLIGATION

STATE OF WISCONSIN
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

No. R-1 Registered
$3,208,595

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE,
SERIES 2020C

Interest Rate  Maturity Date  Original Issue Date  CUSIP
1.65%  May 1, 2039  April 8, 2020  None

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

PRINCIPAL AMOUNT: THREE MILLION TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS

THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN (herein called the “Issuer”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2020. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “Obligations”) of the Issuer of an aggregate principal amount of $3,208,595, all of like tenor, except as to denomination, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on March 23, 2020, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of up to $3,208,595 General Obligation Sewerage System Promissory Notes, Series 2020C, Levying Taxes for the Payment Thereof, and All Related Details” (the “Resolution”). The Obligations are issuable only in the form of fully registered notes.

The Principal Amount evidenced by this Obligation may be drawn upon by the Issuer in accordance with the Financial Assistance Agreement (as defined in the Resolution).
The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2021, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the “State”) assuming the full Principal Amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Issuer. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Obligation plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Obligations. The State shall record draws of principal and principal repayments in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Issuer (who will act as authentication agent, paying agent, and registrar for the Obligations), or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (hereinafter called the “Fiscal Agent”), will pay the principal of, and interest on, this Obligation by electronic funds transfer or by check mailed to the person or entity in whose name this Obligation is registered on the register (hereinafter called the “Register”) maintained by the Fiscal Agent at the end of the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations (the “Record Date”).

The principal of and interest on this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date or earlier installment payment date.

The Obligations are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $.01. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.
The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemptions. If less than all of the Obligations have been called for redemption, then the State will adjust the principal repayment schedule to reflect such partial redemption.

Notice of Redemption. So long as the State of Wisconsin Clean Water Fund Program is the registered owner of the Obligations, no redemption notice is required to be sent in the event of any redemption of the Obligations.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity or earlier installment payment date.
IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Commission Chairperson and Commission Secretary and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the date specified above.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN

By: ___________________________________
    Dan Devine
    Commission Chairperson

[SEAL]

And: ___________________________________
    Anna Kettlewell
    Commission Secretary

Certificate of Authentication

Dated: April 8, 2020

This Obligation is one of the Obligations described in the Resolution.

By: ___________________________________
    Treasurer, as Fiscal Agent
### SCHEDULE 1

**RECORD OF DRAWS OF PRINCIPAL AND PRINCIPAL REPAYMENTS**

$3,208,595  
Milwaukee Metropolitan Sewerage District, Wisconsin  
General Obligation Sewerage System Promissory Notes, Series 2020C

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<th>Amount of Principal Repaid</th>
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Exhibit A – Page 5
## SCHEDULE 2

### PRINCIPAL REPAYMENT SCHEDULE

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<tr>
<td>May 1, 2039</td>
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ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint ________________________________ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.
EXHIBIT B

NOTICE TO THE ELECTORS
RESIDING IN THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT, WISCONSIN
RELATING TO NOTE SALE

On March 23, 2020, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the Milwaukee Metropolitan Sewerage District, Wisconsin authorized the borrowing of money and the execution and delivery of a contract to sell general obligation sewerage system promissory notes in the principal amount of up to $3,208,595. It is anticipated that the closing of this note financing will be held on or about April 8, 2020. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the Commission Secretary of the Milwaukee Metropolitan Sewerage District, at 260 West Seeboth Street, Milwaukee, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, shall be commenced within 30 days after the date of publication of this notice.

Publication Date: ________________, 20__  
/s/ Anna Kettlewell  
Commission Secretary
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March 2020