

ELECTRONIC PACKET

MARCH 9, 2020 POLICY, FINANCE, & PERSONNEL COMMITTEE MEETING

RELEASED: Monday, March 2, 2020



Milwaukee Metropolitan Sewerage District

260 West Seeboth
Street
Milwaukee, WI
53204

Meeting Agenda

Policy, Finance & Personnel Committee

Jeff Stone, Chair

Corey Zetts, Vice Chair

Tim Carpenter, Cavalier C. Johnson, Eugene Manzanet

Dan Devine, Ex-Officio

Monday, March 9, 2020

9:05 AM

Dennis M. Grzezinski Conference Room

NOTICE IS HEREBY GIVEN, pursuant to Section 19.84, Wisconsin Statutes, that the Milwaukee Metropolitan Sewerage District's Policy, Finance and Personnel Committee will hold its regularly scheduled public meeting on Monday, March 9, 2020, at 9:05 a.m. or immediately following the Operations Committee meeting which begins at 9:00 a.m. at the District's Headquarters, 260 W. Seeboth Street, Milwaukee, Wisconsin, in the Dennis M. Grzezinski Conference Room.

PURSUANT TO SECTION 19.85(1)(g), Wisconsin Statutes, the Committee 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 Committee does convene in such a Closed Session, it is contemplated that the Committee will again, before adjourning the meeting, reconvene at the same place in Open Session at which time the Committee 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 Committee Meeting held February 10, 2020

NEW BUSINESS

- | | | |
|---|-----------------|--|
| 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 <i>Requires a 2/3 Affirmative Vote of the Commission for Adoption</i> |
| 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 I06001, 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

ORGANIZATION & ADMINISTRATION

20-002-1 EXECUTIVE DIRECTOR'S REPORT

A. Monthly Reports

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) 414.272.6360 or write to Office of the Commission, 260 W. Seeboth Street, Milwaukee, Wisconsin, 53204-1446.



Anna Kettlewell, Commission Secretary
Milwaukee Metropolitan Sewerage District



Milwaukee Metropolitan Sewerage District

260 West
Seeboth Street
Milwaukee, WI
53204

Meeting Minutes Policy, Finance & Personnel Committee

Jeff Stone, Chair
Corey Zetts, Vice Chair
Tim Carpenter, Cavalier C. Johnson, Eugene Manzanet
Dan Devine, Ex-Officio

Monday, February 10, 2020

9:05 AM

Dennis M. Grzezinski Conference Room

CALL TO ORDER

Committee Chair Commissioner Stone called the meeting to order at 9:45 a.m.

RECORD ROLL

Present 5 - Tim Carpenter, Dan Devine, Eugene Manzanet, Jeff Stone, and Corey Zetts

Excused 1 - Cavalier C. Johnson

Other Commissioners Present: Kathy Ehley, LaTonya Johnson, Bryan L. Kennedy, Ph.D., Kris Martinsek, and John Swan, III.

Approval of Proceedings of Regular Committee Meeting held January 13, 2020

A motion was made by Commissioner Carpenter, seconded by Commissioner Zetts. The motion carried.

NEW BUSINESS

- 10** **20-024-2** Approval of National Fish and Wildlife Foundation Wisconsin Green Infrastructure Funder Collaboration, Contract G98013P01
- The Committee received a PowerPoint presentation from Kevin L. Shafer, P.E., Executive Director.*
- A motion was made by Commissioner Carpenter, seconded by Commissioner Zetts, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.

- 11 20-025-2 Adoption of Proposed Amendments to MMSD Rules, Chapter 2, Design and Construction of Sewers and Ancillary Facilities to Make Clarifications, Updates, and Process Improvements
- The Committee received a PowerPoint presentation from Micki Klappa-Sullivan, Manager of Engineering Planning, with comments by Tom Nowicki, Staff Attorney, and Kevin L. Shafer, P.E., Executive Director.*
- A motion was made by Commissioner Carpenter, seconded by Commissioner Devine, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.**
- 12 20-026-2 Approval of City of Milwaukee Intergovernmental Cooperation Agreement for Green Solutions Overpass Project
- The Committee received a PowerPoint presentation from Tom Chapman, Senior Project Manager, with comments by Kevin L. Shafer, P.E., Executive Director.*
- A motion was made by Commissioner Carpenter, seconded by Commissioner Zetts, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.**
- 13 20-027-2 Award of Contract P-2882, Records Storage and Retrieval Services
- The Committee received a presentation from Scott Johanning, Director of Information Systems.*
- A motion was made by Commissioner Carpenter, seconded by Commissioner Manzanet, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.**
- 14 20-028-2 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
- The Committee received a PowerPoint presentation from Scott Johanning, Director of Information Systems, and Mickie Pearsall, Director of Finance, with comments by Kevin L. Shafer, P.E., Executive Director.*
- A motion was made by Commissioner Carpenter, seconded by Commissioner Manzanet, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.**

ORGANIZATION & ADMINISTRATION

20-002-1 EXECUTIVE DIRECTOR'S REPORT

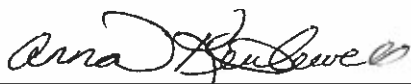
A. Monthly Reports

A. No report.

ADJOURNMENT

It was moved by Commissioner Manzanet, seconded by Commissioner Zetts, to adjourn. The motion carried.

As there was no further business, the meeting was adjourned at 10:22 a.m.



Anna Kettlewell, Commission Secretary
Milwaukee Metropolitan Sewerage District

COMMISSION FILE NO: 20-039-3 **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: 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** ☐ _____

*PFP_Amend_2020_Capital_Budget_legislative_file.docx
02-28-20*

COMMITTEE ACTION: _____ **DATE:** _____

COMMISSION ACTION: _____ **DATE:** _____

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

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 Montclair 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 increase 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

| | |
|-------------------------|------------------|
| Budget Review by: | Date: |
| <u>Christine Durkin</u> | <u>2/11/2020</u> |



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

| | |
|-------------------------|------------------|
| Budget Review by: | Date: |
| <u>Christine Durkin</u> | <u>2/11/2020</u> |



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

| | |
|-------------------------|------------------|
| Comments | |
| | |
| Budget Review by: | Date: |
| <u>Christine Durkin</u> | <u>2/11/2020</u> |

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** ☐

PFP_County_ICA_KK_River_Jackson_Park_legislative_file.docx
02-19-20

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.

COMMISSION FILE NO: 20-041-3 **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: Authorizing the Executive Director to Execute Payment to Infor, Inc., for the Annual Maintenance and Support for the District's Financial System

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.

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

PFP_Annual_Maintenance_Financial_legislative_file.docx
02-13-20

COMMITTEE ACTION: _____ **DATE:** _____

COMMISSION ACTION: _____ **DATE:** _____

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

| Cost Center: ITS _____ | Line Item: 691 Maintenance Contracts Software _____ | | | | | | | | | | | | | | | | | | |
|--|---|---------------------------------|---------------------------------------|---------------------------|---------------------------------|-------------------|---------------------|-----------------|-------|-------------|--|-------|-------------|------------------------------|------------|-----------|--|-----------|----------|
| Line Item Impact <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">2020 Original Budget</td> <td style="width: 10%; text-align: center;">_____</td> <td style="width: 30%; text-align: right;">\$1,267,355</td> </tr> <tr> <td>Carryovers or Transfers</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Adjusted Budget</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">\$1,267,355</td> </tr> <tr> <td>Estimated Annual Expenditure including Request</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">\$1,267,355</td> </tr> <tr> <td>Anticipated Year End Balance</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Actual Year to Date Expenditures Through 2/7</td> <td style="text-align: center;">_____</td> <td style="text-align: right;">\$99,973</td> </tr> </table> <p style="margin-top: 10px;">For unfavorable Year End Balance, identify funding source:</p> <div style="margin-left: 350px;"> <input type="checkbox"/> Absorbed within the Division <input type="checkbox"/> Other Division <input type="checkbox"/> Unallocated Reserve </div> | | 2020 Original Budget | _____ | \$1,267,355 | Carryovers or Transfers | _____ | \$0 | Adjusted Budget | _____ | \$1,267,355 | Estimated Annual Expenditure including Request | _____ | \$1,267,355 | Anticipated Year End Balance | _____ | \$0 | Actual Year to Date Expenditures Through 2/7 | _____ | \$99,973 |
| 2020 Original Budget | _____ | \$1,267,355 | | | | | | | | | | | | | | | | | |
| Carryovers or Transfers | _____ | \$0 | | | | | | | | | | | | | | | | | |
| Adjusted Budget | _____ | \$1,267,355 | | | | | | | | | | | | | | | | | |
| Estimated Annual Expenditure including Request | _____ | \$1,267,355 | | | | | | | | | | | | | | | | | |
| Anticipated Year End Balance | _____ | \$0 | | | | | | | | | | | | | | | | | |
| Actual Year to Date Expenditures Through 2/7 | _____ | \$99,973 | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%; text-align: left;">Anticipated Expenditure Timing</th> <th style="width: 15%; text-align: center;">Requested Expenditures</th> <th style="width: 15%; text-align: center;">Anticipated Savings/Revenues</th> <th style="width: 35%; text-align: center;">Net Fiscal Impact</th> </tr> </thead> <tbody> <tr> <td>Current Year (2020)</td> <td style="text-align: center;">\$157,937</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$157,937</td> </tr> <tr> <td>Subsequent</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$0</td> </tr> <tr> <td>Total Cost</td> <td style="text-align: center;">\$157,937</td> <td style="text-align: center;">\$0</td> <td style="text-align: center;">\$157,937</td> </tr> </tbody> </table> | | | Anticipated Expenditure Timing | Requested Expenditures | Anticipated Savings/Revenues | Net Fiscal Impact | Current Year (2020) | \$157,937 | \$0 | \$157,937 | Subsequent | \$0 | \$0 | \$0 | Total Cost | \$157,937 | \$0 | \$157,937 | |
| Anticipated Expenditure Timing | Requested Expenditures | Anticipated Savings/Revenues | Net Fiscal Impact | | | | | | | | | | | | | | | | |
| Current Year (2020) | \$157,937 | \$0 | \$157,937 | | | | | | | | | | | | | | | | |
| Subsequent | \$0 | \$0 | \$0 | | | | | | | | | | | | | | | | |
| Total Cost | \$157,937 | \$0 | \$157,937 | | | | | | | | | | | | | | | | |

Comments:

| | |
|------------------------|----------------|
| Budget Review by: | Date |
| Christine Durkin _____ | _____ 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.

COMMISSION FILE NO: 20-043-3 **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: Performance Assurance Mechanism for Contract C05041C03, Basin H Central Metropolitan Interceptor Sewer Polychlorinated Biphenyl Remediation

SUMMARY:

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

COMMITTEE ACTION: _____ **DATE:** _____

COMMISSION ACTION: _____ **DATE:** _____

SUMMARY (Cont'd)

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

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)

C05041

Impact of Requested Action on Total Project Cost:☐

Increase

☐

Decrease

☐

New Project

☒

No Change

Total Project Cost Analysis

Adopted 2020 Total Project Cost

Previously Approved Changes

Approved Total Project Cost

Requested Total Project Cost

Requested (Increase)/Decrease

Project Costs

\$7,538,283

\$0

\$7,538,283

n/a

\$0

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

PFP_AcqPlat_I06001_legislative_file.docx
02-14-20

COMMITTEE ACTION: _____ **DATE:** _____

COMMISSION ACTION: _____ **DATE:** _____

SUMMARY (Cont'd)

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

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.

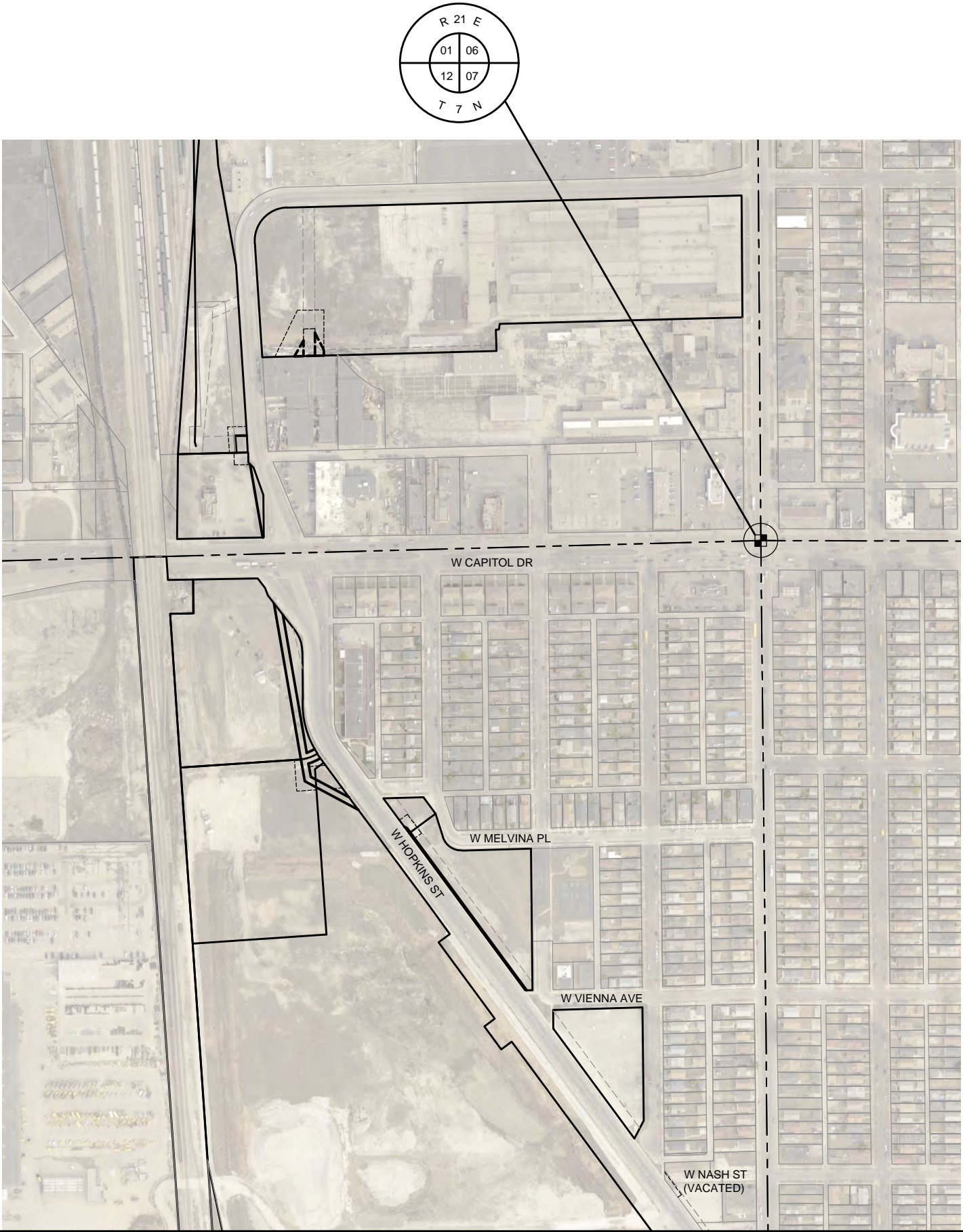
MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT
PROJECT ID I06001

ACQUISITION PLAT


FOR

MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT
NS12 COLLECTOR SYSTEM
IMPROVEMENTS

IN THE CITY OF MILWAUKEE,
MILWAUKEE COUNTY, WISCONSIN




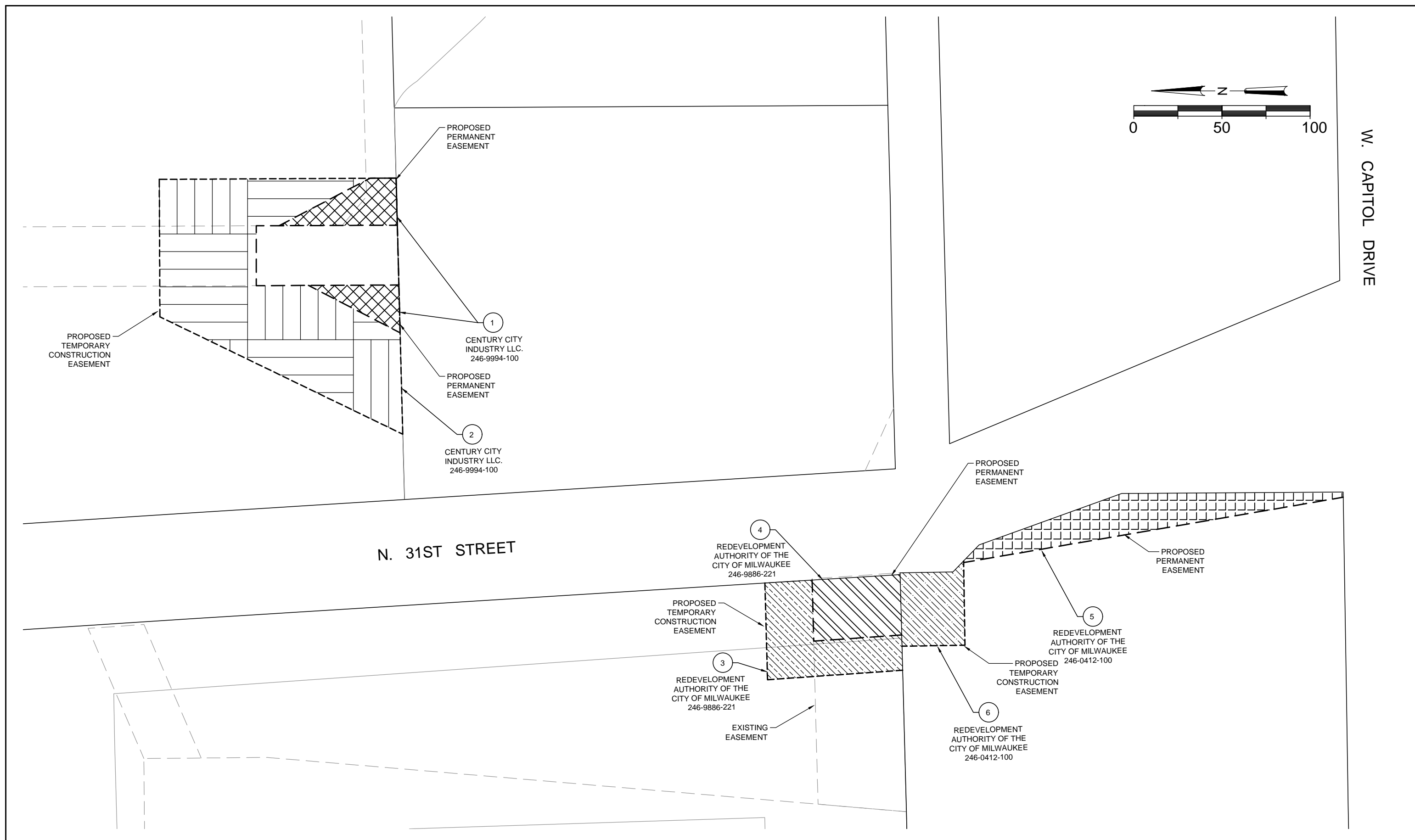
- NOTES:
- 1) PROPERTY LINES SHOWN ARE BASED ON LEGAL DESCRIPTIONS CONTAINED IN TITLE COMMITMENTS PROVIDED BY LAND TITLE SERVICES AGENT OF FIRST AMERICAN TITLE INSURANCE COMPANY. THESE LINES HAVE NOT BEEN VERIFIED BY A FIELD SURVEY.
 - 2) CADASTRAL INFORMATION SHOWN IS FROM MILWAUKEE COUNTY.
 - 3) AERIAL PHOTOS TAKEN FROM 2015 SEWRPC SID IMAGERY.
 - 4) BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1927 (NAD 27), WISCONSIN SOUTH ZONE.
 - 5) DISTANCES ARE EXPRESSED IN GRID U.S. SURVEY FEET


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| | | DRFT R. MANKA | | | | | | | NS12 COLLECTOR SYSTEM IMPROVEMENTS MMSD COMMISSION APPROVED 03/18/20 | SHEET: 1 |
| | | CHK D. TALARCZYK | | | | | | | | DATE: MARCH, 2020 |
| | | | REV. NO. | DATE | | | | | | CONTRACT: I06001 |
| | | | | | REVISION DESCRIPTION | BY | | APVD | | MMSD FILE: ACP01.DWG |

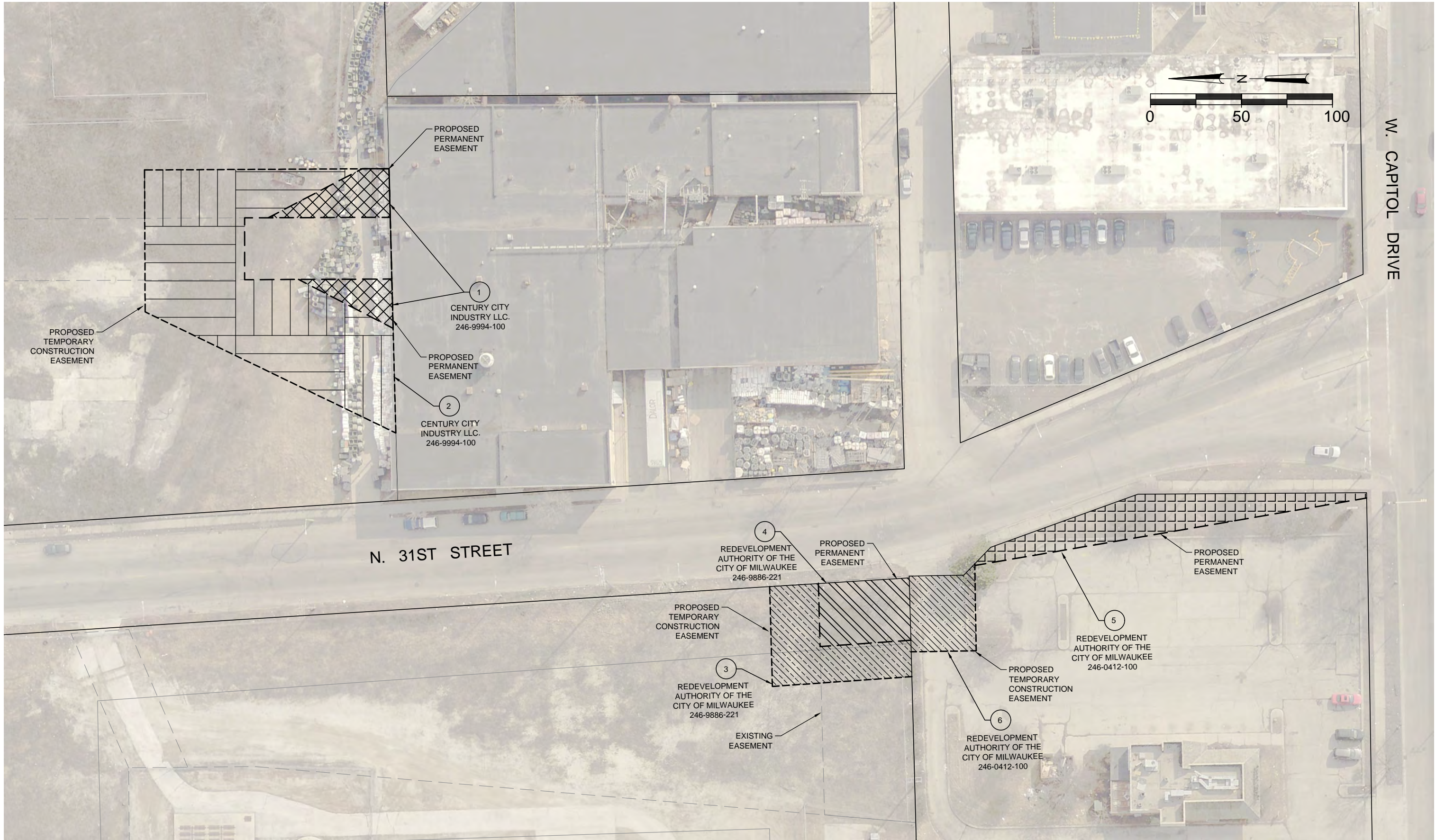
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| SCHEDULE OF LANDS & INTERESTS REQUIRED | |
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| | | DRFT R. MANKA | | | | | | | NS12 COLLECTOR SYSTEM IMPROVEMENTS MMSD COMMISSION APPROVED 03/18/20 |
| | | CHK D. TALARCZYK | REV. NO. | DATE | REVISION DESCRIPTION | | | BY | APVD |
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| | | DRFT R. MANKA | | | | | | | SHEET: 3 |
| | | CHK D. TALARCZYK | | | | | | | DATE: MARCH, 2020 |
| | | REV. NO. | DATE | REVISION DESCRIPTION | BY | APVD | | | CONTRACT: 1060001 |
| | | | | | | | | | MMSD FILE: ACP03.DWG |



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HORIZONTAL DATUM
NAD27 WISCONSIN STATE PLANE SOUTH ZONE COORDINATE SYSTEM
VERTICAL DATUM
NGVD29 NATIONAL GEODETIC VERTICAL DATUM ON 1929

PM
K. KALINGER
DRFT
R. MANKA
CHK
D. TALARCZYK

REV. NO.

DATE

REVISION DESCRIPTION

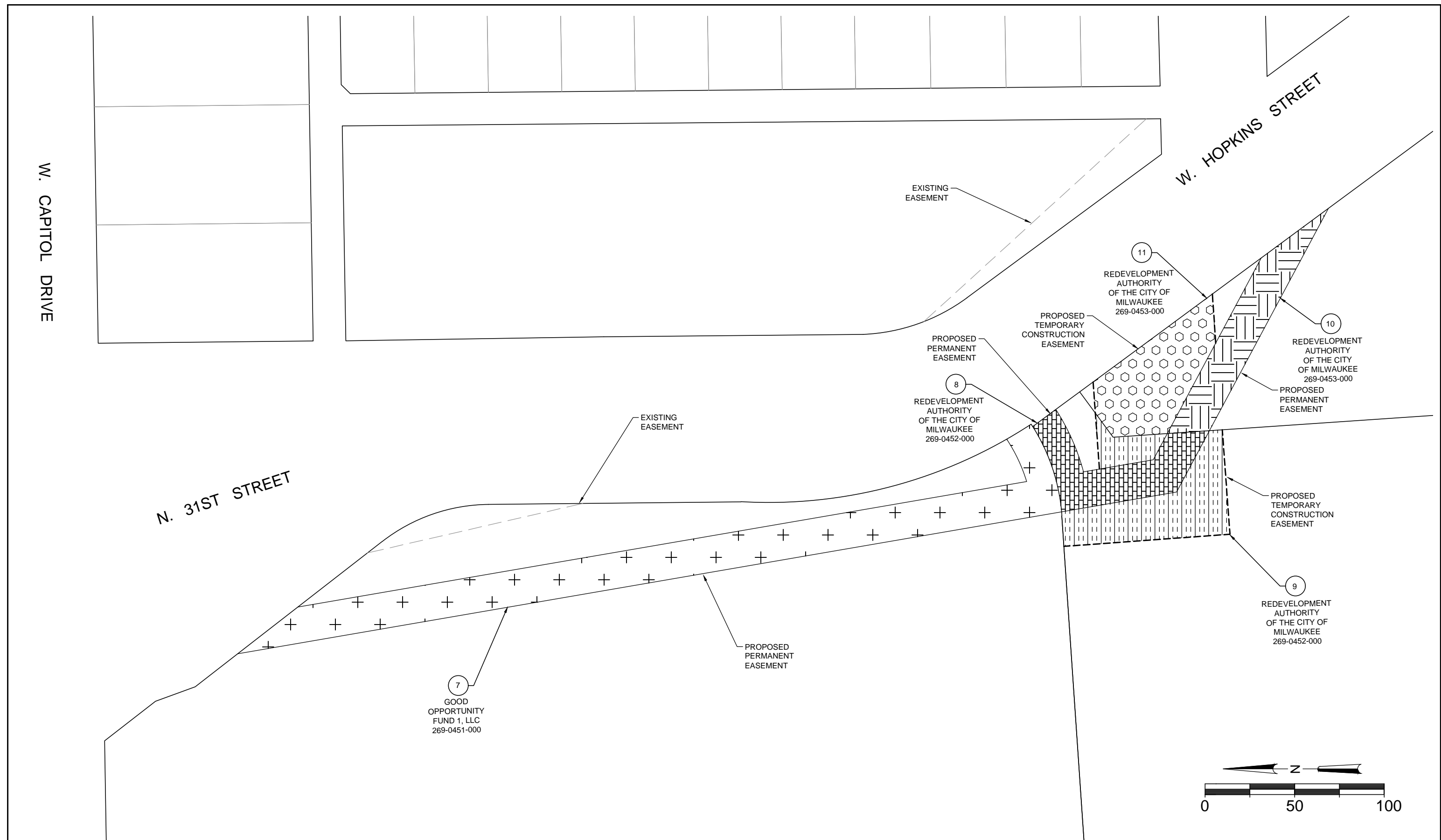
BY


APVD

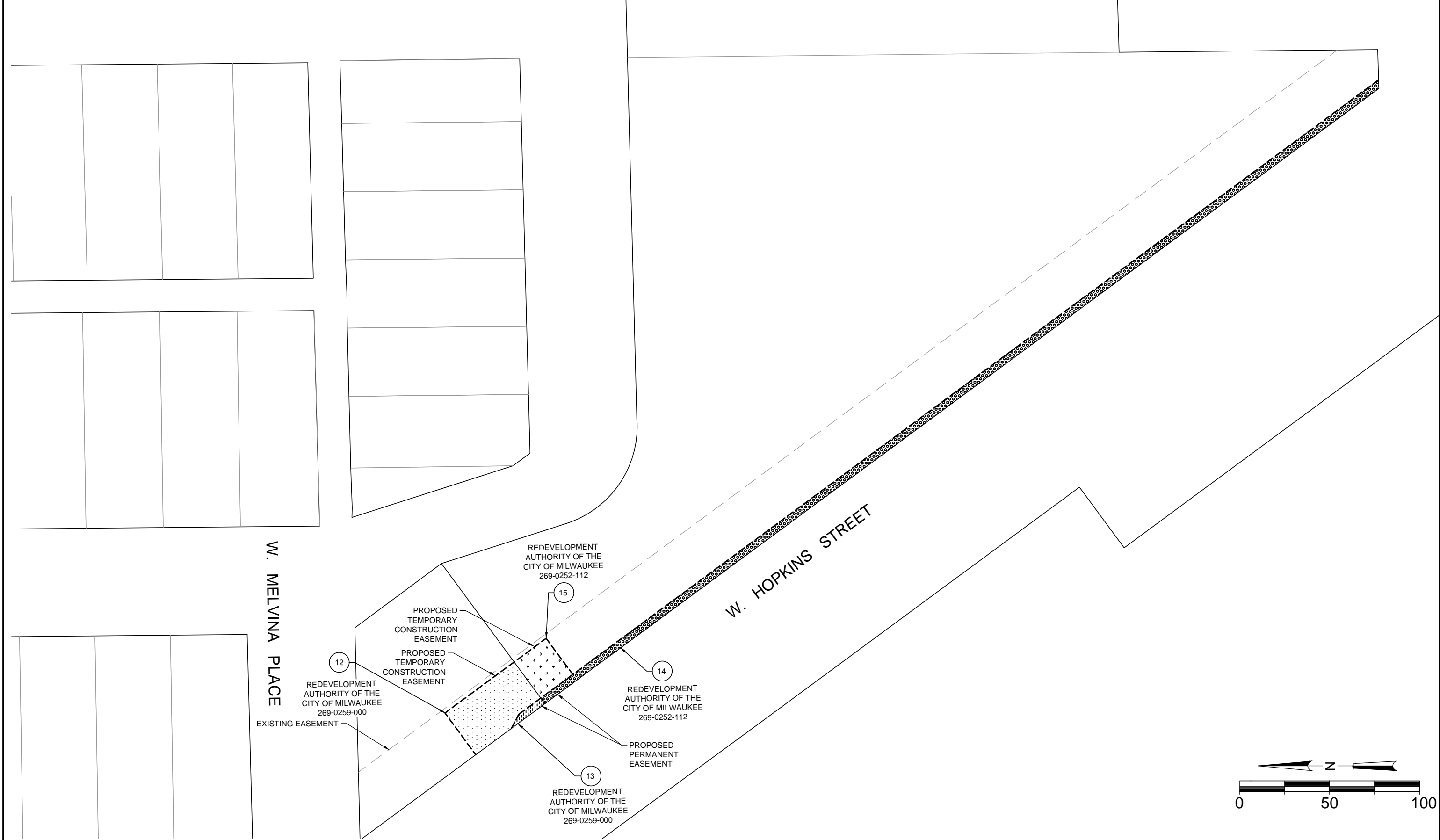



MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
NS12 COLLECTOR SYSTEM IMPROVEMENTS
MMSD COMMISSION APPROVED 03-18-20

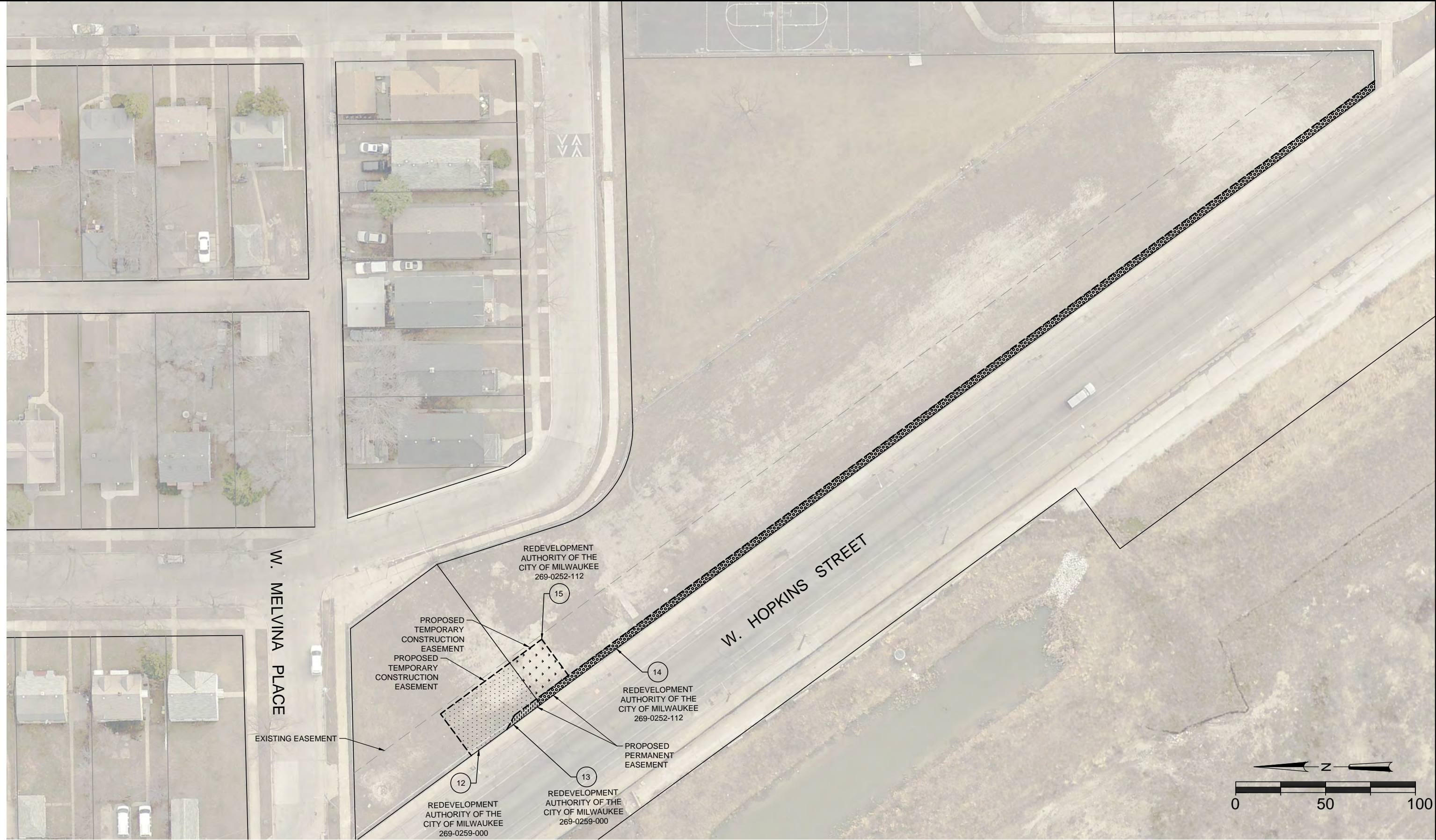
DRAWING NO.: ACP04
SHEET: 4
DATE: MARCH, 2020
CONTRACT: I06001
MMSD FILE: ACP04.DWG




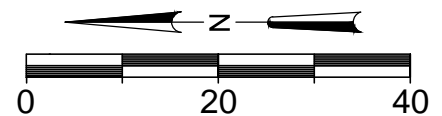
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| | | DRFT R. MANKA | | | | | | | SHEET: 5 |
| | | CHK D. TALARCZYK | | | | | | | DATE: MARCH, 2020 |
| | | REV. NO. | DATE | REVISION DESCRIPTION | BY | APVD | | | CONTRACT: 106001 |
| | | | | | | | | | MMSD FILE: ACP05.DWG |




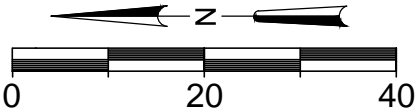
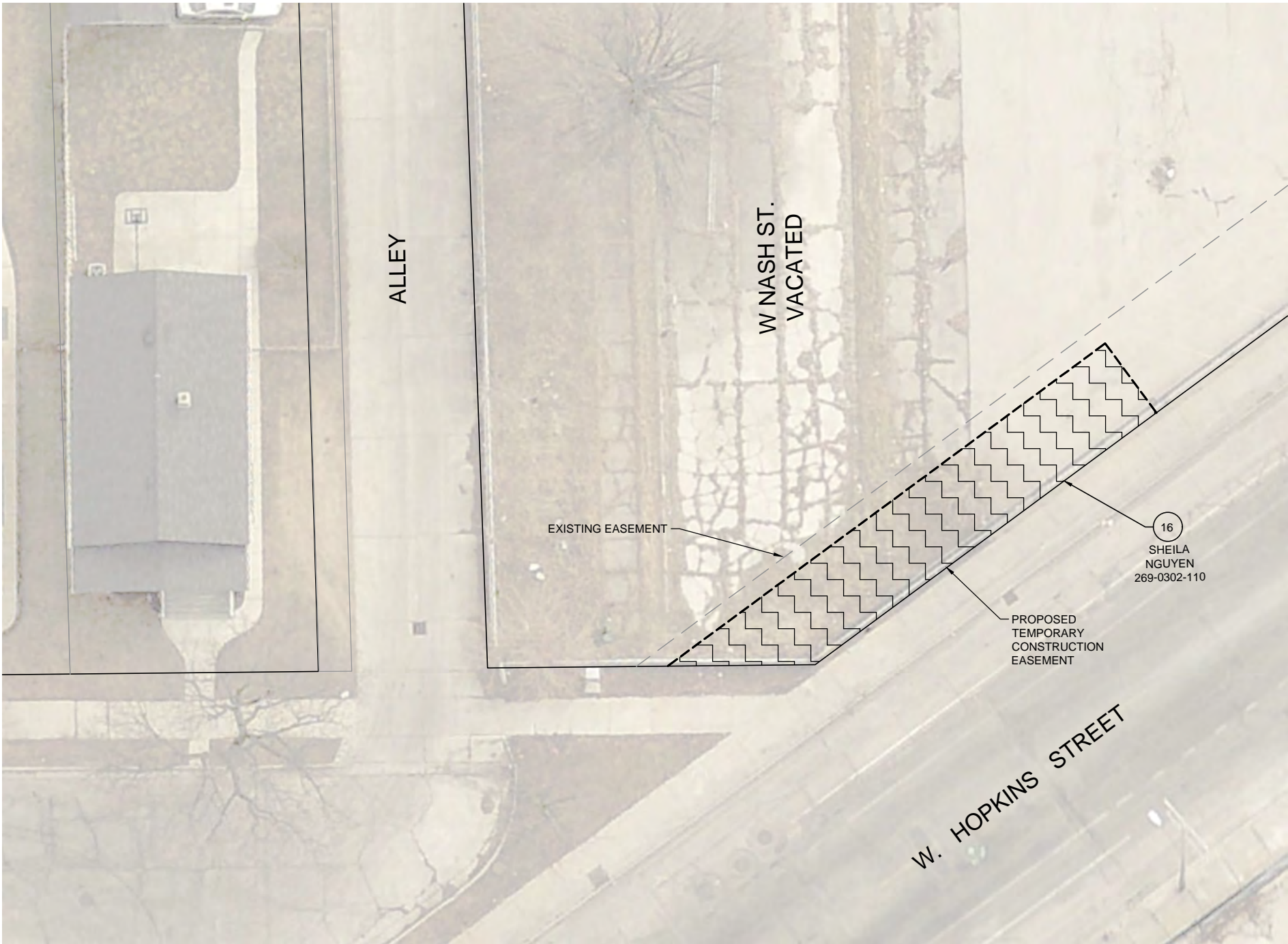
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| | | DRFT R. MANKA | | | | | | | | SHEET: | 7 |
| | | CHK D. TALARCZYK | REV. NO. | DATE | | | | | | DATE: | MARCH, 2020 |
| | | | | | | | CONTRACT: | I06001 | | | |
| | | | | | | | | MMSD FILE: | | ACP07.DWG | |

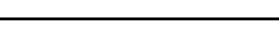


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| | VERTICAL DATUM NGVD29 NATIONAL GEODETIC VERTICAL DATUM ON 1929 | | DRFT R. MANKA | | | | | | NS12 COLLECTOR SYSTEM IMPROVEMENTS MMSD COMMISSION APPROVED 03-18-20 | | SHEET: | 8 |
| | | | CHK D. TALARCZYK | | | | | | | DATE: | MARCH, 2020 | |
| | | | | | | | | | | CONTRACT: | I06001 | |
| | | | | | | | | | | MMSD FILE: | ACP08.DWG | |
| | | | | REV. NO. | DATE | REVISION DESCRIPTION | | | BY | APVD | | |



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| | | <div>DRFT</div> <div>R. MANKA</div> | | | | | | <div>NS12 COLLECTOR SYSTEM IMPROVEMENTS</div> <div>MMSD COMMISSION APPROVED 03/18/20</div> | <div>SHEET:</div> <div>9</div> | |
| | | <div>CHK</div> <div>D. TALARCZYK</div> | <div>REV. NO.</div> | <div>DATE</div> | | | | <div>DATE:</div> <div>MARCH, 2020</div> | <div>CONTRACT:</div> <div>106601</div> | |
| | | <div>REVISION DESCRIPTION</div> | | | | | | <div>BY</div> | <div>APVD</div> | <div>MMSD FILE:</div> <div>ACP09.DWG</div> |
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| | | DRFT R. MANKA | | | | | | | | | SHEET: | 10 |
| | | CHK D. TALARCZYK | | | | | | | | | DATE: | MARCH, 2020 |
| | | | REV. NO. | DATE | REVISION DESCRIPTION | BY | APVD | | | | CONTRACT: | 106001 |
| | | | | | | | | | | | MMSD FILE: | 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

PFP_License_Agreement_legislative_file.docx
02-19-20

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 Seeboth 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 required 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. Seeboth 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:

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
260 West Seeboth Street
Milwaukee, WI 53204

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

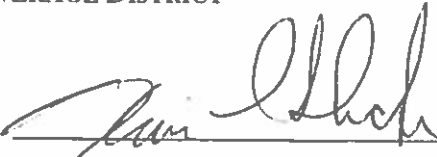
This Agreement does not create a partnership relationship. Licensee does not have authority to enter into contracts on District's behalf.


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

ALRO STEEL CORPORATION

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

By: 
(Name) JOHN F. RUMLER
(Title) VP-ADMINISTRATION

Date: 10/30/19

Date: 10/23/2019

Approved as to form:


Attorney for the District



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: Alro 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 Alro Steel site into the District basin to the east of the Alro Steel site. Two existing outlets did not have assigned MMSD Watercourse Connection Numbers because the site to the west of the Alro 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 Weitach, Project Engineer

Milwaukee Metropolitan Sewerage District

260 W. Seaboth Street Milwaukee WI 53204-1446

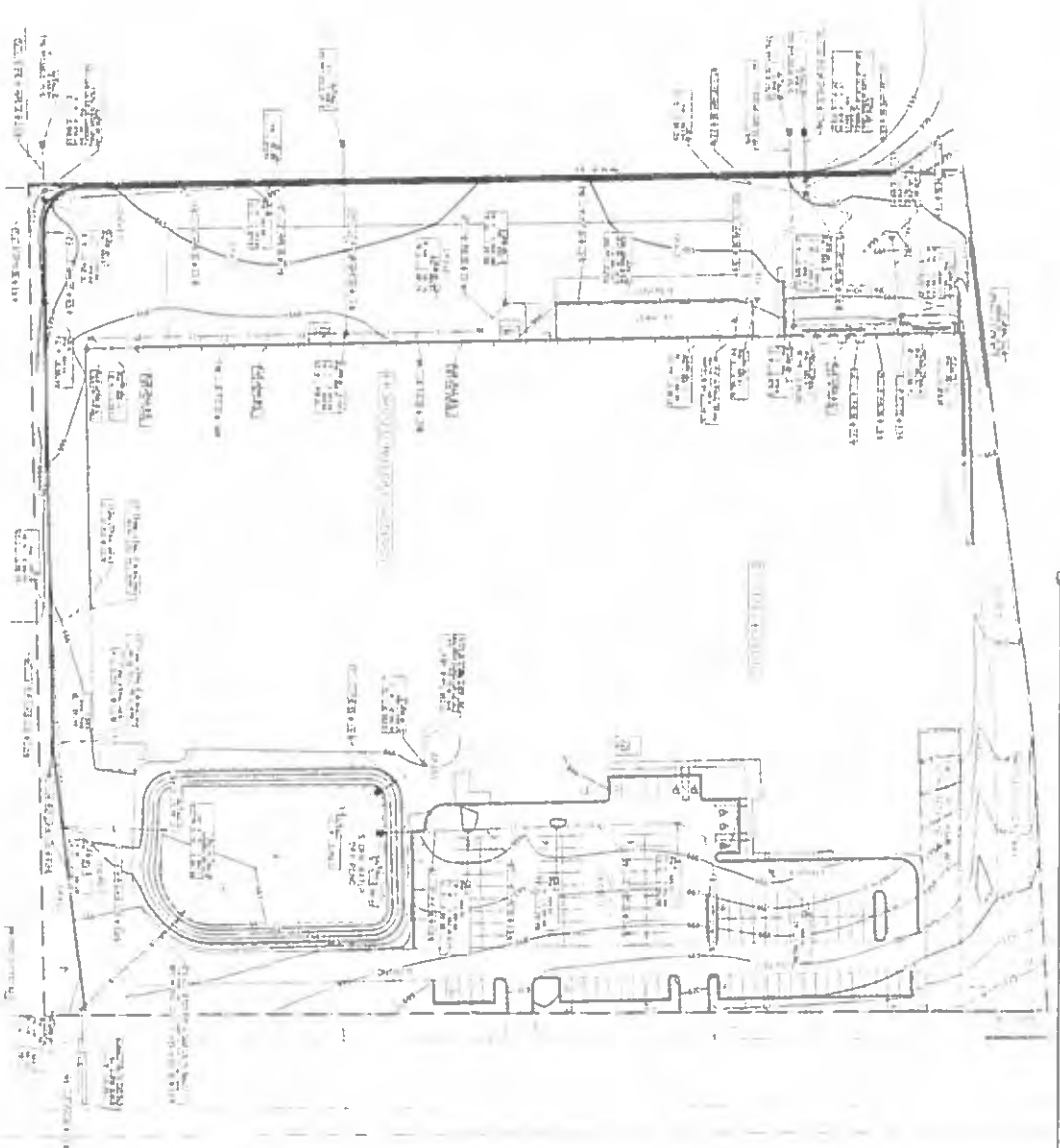
414-272-5100 www.mmsd.com

Fig. 1

Fig 1A



Fig. 1B



LEGEND

| | | | |
|--------------------|--------------------|------------------|------------------------|
| 1. 12" WATER MAIN | 2. 12" SEWER MAIN | 3. 12" GAS MAIN | 4. 12" ELECTRIC MAIN |
| 5. 12" WATER MAIN | 6. 12" SEWER MAIN | 7. 12" GAS MAIN | 8. 12" ELECTRIC MAIN |
| 9. 12" WATER MAIN | 10. 12" SEWER MAIN | 11. 12" GAS MAIN | 12. 12" ELECTRIC MAIN |
| 13. 12" WATER MAIN | 14. 12" SEWER MAIN | 15. 12" GAS MAIN | 16. 12" ELECTRIC MAIN |
| 17. 12" WATER MAIN | 18. 12" SEWER MAIN | 19. 12" GAS MAIN | 20. 12" ELECTRIC MAIN |
| 21. 12" WATER MAIN | 22. 12" SEWER MAIN | 23. 12" GAS MAIN | 24. 12" ELECTRIC MAIN |
| 25. 12" WATER MAIN | 26. 12" SEWER MAIN | 27. 12" GAS MAIN | 28. 12" ELECTRIC MAIN |
| 29. 12" WATER MAIN | 30. 12" SEWER MAIN | 31. 12" GAS MAIN | 32. 12" ELECTRIC MAIN |
| 33. 12" WATER MAIN | 34. 12" SEWER MAIN | 35. 12" GAS MAIN | 36. 12" ELECTRIC MAIN |
| 37. 12" WATER MAIN | 38. 12" SEWER MAIN | 39. 12" GAS MAIN | 40. 12" ELECTRIC MAIN |
| 41. 12" WATER MAIN | 42. 12" SEWER MAIN | 43. 12" GAS MAIN | 44. 12" ELECTRIC MAIN |
| 45. 12" WATER MAIN | 46. 12" SEWER MAIN | 47. 12" GAS MAIN | 48. 12" ELECTRIC MAIN |
| 49. 12" WATER MAIN | 50. 12" SEWER MAIN | 51. 12" GAS MAIN | 52. 12" ELECTRIC MAIN |
| 53. 12" WATER MAIN | 54. 12" SEWER MAIN | 55. 12" GAS MAIN | 56. 12" ELECTRIC MAIN |
| 57. 12" WATER MAIN | 58. 12" SEWER MAIN | 59. 12" GAS MAIN | 60. 12" ELECTRIC MAIN |
| 61. 12" WATER MAIN | 62. 12" SEWER MAIN | 63. 12" GAS MAIN | 64. 12" ELECTRIC MAIN |
| 65. 12" WATER MAIN | 66. 12" SEWER MAIN | 67. 12" GAS MAIN | 68. 12" ELECTRIC MAIN |
| 69. 12" WATER MAIN | 70. 12" SEWER MAIN | 71. 12" GAS MAIN | 72. 12" ELECTRIC MAIN |
| 73. 12" WATER MAIN | 74. 12" SEWER MAIN | 75. 12" GAS MAIN | 76. 12" ELECTRIC MAIN |
| 77. 12" WATER MAIN | 78. 12" SEWER MAIN | 79. 12" GAS MAIN | 80. 12" ELECTRIC MAIN |
| 81. 12" WATER MAIN | 82. 12" SEWER MAIN | 83. 12" GAS MAIN | 84. 12" ELECTRIC MAIN |
| 85. 12" WATER MAIN | 86. 12" SEWER MAIN | 87. 12" GAS MAIN | 88. 12" ELECTRIC MAIN |
| 89. 12" WATER MAIN | 90. 12" SEWER MAIN | 91. 12" GAS MAIN | 92. 12" ELECTRIC MAIN |
| 93. 12" WATER MAIN | 94. 12" SEWER MAIN | 95. 12" GAS MAIN | 96. 12" ELECTRIC MAIN |
| 97. 12" WATER MAIN | 98. 12" SEWER MAIN | 99. 12" GAS MAIN | 100. 12" ELECTRIC MAIN |

PROPOSED UTILITY PLAN
ALRO STEEL - MILWAUKEE
4343 S. 6TH ST.
MILWAUKEE, WI





MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



Notes

376 0 188 376 Feet
NAD_1983_2011_StatePlane_Wisconsin_South_FIPS_4803_Ft_1:2,257
93KCMALIS



DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

COMMISSION FILE NO: 20-046-3 **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: 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

SUMMARY:

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.

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

PFP_Sale_Issuance_Promissory_Notes_3257_3260_legislative_file.docx
02-14-20

COMMITTEE ACTION: _____ **DATE:** _____

COMMISSION ACTION: _____ **DATE:** _____

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:

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

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.

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

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 irrevocable 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 CWFPP.

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 irrevocable 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:

| <u>Levy Year</u> | <u>Debt Service Amount Due in Following Year</u> | <u>Levy Year</u> | <u>Debt Service Amount Due in Following Year</u> |
|------------------|--|------------------|--|
| 2020 | \$ 155,741.44 | 2030 | \$ 155,573.02 |
| 2021 | 155,725.82 | 2031 | 155,554.61 |
| 2022 | 155,709.92 | 2032 | 155,535.89 |
| 2023 | 155,693.77 | 2033 | 155,516.87 |
| 2024 | 155,677.35 | 2034 | 155,497.54 |
| 2025 | 155,660.67 | 2035 | 155,477.88 |
| 2026 | 155,643.70 | 2036 | 155,457.90 |
| 2027 | 155,626.46 | 2037 | 155,437.60 |
| 2028 | 155,608.93 | 2038 | 155,416.96 |
| 2029 | 155,591.12 | | |

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.

Section 16. Authorization of Officers.

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]

Adopted: March 23, 2020.

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

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Original Issue Date</u> | <u>CUSIP</u> |
|--------------------------|--------------------------|--------------------------------|--------------|
| 1.65% | May 1, 2039 | April 8, 2020 | 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 irrevocable 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

[illegible]

SCHEDULE 2

PRINCIPAL REPAYMENT SCHEDULE

| <u>Date</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| May 1, 2021 | \$ 114,814.64 |
| May 1, 2022 | 116,709.09 |
| May 1, 2023 | 118,634.78 |
| May 1, 2024 | 120,592.26 |
| May 1, 2025 | 122,582.03 |
| May 1, 2026 | 124,604.64 |
| May 1, 2027 | 126,660.61 |
| May 1, 2028 | 128,750.51 |
| May 1, 2029 | 130,874.89 |
| May 1, 2030 | 133,034.33 |
| May 1, 2031 | 135,229.40 |
| May 1, 2032 | 137,460.68 |
| May 1, 2033 | 139,728.78 |
| May 1, 2034 | 142,034.31 |
| May 1, 2035 | 144,377.88 |
| May 1, 2036 | 146,760.11 |
| May 1, 2037 | 149,181.65 |
| May 1, 2038 | 151,643.15 |
| May 1, 2039 | 154,145.26 |

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 CWFPP.

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 irrevocable 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:

| <u>Levy Year</u> | <u>Debt Service Amount Due in Following Year</u> | <u>Levy Year</u> | <u>Debt Service Amount Due in Following Year</u> |
|------------------|--|------------------|--|
| 2020 | \$ 196,905.77 | 2030 | \$ 196,692.83 |
| 2021 | 196,886.01 | 2031 | 196,669.56 |
| 2022 | 196,865.91 | 2032 | 196,645.90 |
| 2023 | 196,845.50 | 2033 | 196,621.85 |
| 2024 | 196,824.75 | 2034 | 196,597.41 |
| 2025 | 196,803.65 | 2035 | 196,572.55 |
| 2026 | 196,782.21 | 2036 | 196,547.30 |
| 2027 | 196,760.41 | 2037 | 196,521.62 |
| 2028 | 196,738.24 | 2038 | 196,495.52 |
| 2029 | 196,715.72 | | |

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.

Section 16. Authorization of Officers.

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]

Adopted: March 23, 2020.

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

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Original Issue Date</u> | <u>CUSIP</u> |
|--------------------------|--------------------------|--------------------------------|--------------|
| 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 irrevocable 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

[illegible]

SCHEDULE 2

PRINCIPAL REPAYMENT SCHEDULE

| <u>Date</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
| May 1, 2021 | \$ 145,161.53 |
| May 1, 2022 | 147,556.70 |
| May 1, 2023 | 149,991.38 |
| May 1, 2024 | 152,466.24 |
| May 1, 2025 | 154,981.93 |
| May 1, 2026 | 157,539.13 |
| May 1, 2027 | 160,138.53 |
| May 1, 2028 | 162,780.82 |
| May 1, 2029 | 165,466.70 |
| May 1, 2030 | 168,196.90 |
| May 1, 2031 | 170,972.15 |
| May 1, 2032 | 173,793.19 |
| May 1, 2033 | 176,660.78 |
| May 1, 2034 | 179,575.68 |
| May 1, 2035 | 182,538.68 |
| May 1, 2036 | 185,550.56 |
| May 1, 2037 | 188,612.15 |
| May 1, 2038 | 191,724.25 |
| May 1, 2039 | 194,887.70 |

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

POLICY, FINANCE & PERSONNEL COMMITTEE MEETING

March 9, 2020

EXECUTIVE DIRECTOR'S REPORT

20-002-01

A. Monthly Reports

March 2020

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|---|----------------------------|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 Operations Committee-9:00 a.m. PF&P Committee- 9:05 a.m. | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 ST. PATRICK'S DAY | 18 | 19 | 20 | 21 |
| 22 | 23 Commission-9:00 a.m. | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |