

**ELECTRONIC PACKET**

**OCTOBER 14, 2019 POLICY, FINANCE, & PERSONNEL COMMITTEE MEETING**

**RELEASED: Monday, October 7, 2019**



# Milwaukee Metropolitan Sewerage District

260 West Seeboth  
Street  
Milwaukee, WI  
53204

## Meeting Agenda Policy, Finance & Personnel Committee

*Eugene Manzanet, Chair*  
*Dan Devine, Vice Chair*  
*Tim Carpenter, Jeff Stone, Corey Zetts*  
*Kris Martinsek, Ex-Officio*

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Monday, October 14, 2019

9:05 AM

Dennis M. Grzezinski Conference Room

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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, October 14, 2019 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 September 9, 2019

### NEW BUSINESS

- |   |           |  |
|---|-----------|--|
| 4 | 19-139-10 | Authorization to Execute a Maintenance Covenant for Project No. P-2872 to Plant Stormwater Trees   |
| 5 | 19-140-10 | Destruction of District Records Pursuant to Commission Policy 1-76.04, Records Retention Policy  |
| 6 | 19-141-10 | Authorization to Execute an Intergovernmental Cooperation Agreement for Capital Project W97004PY090 to Install Green Infrastructure and Disposal of Excess Lands |
| 7 | 19-142-10 | Adopting the Operations and Maintenance Budget for the 2020 Fiscal Year  |
| 8 | 19-143-10 | Adopting the Capital Budget for the 2020 Fiscal Year   |

- 9      19-144-10      Levying of Taxes for the Milwaukee Metropolitan Sewerage District Capital Purposes for the 2020 Fiscal Year  
*Requires a 2/3 Affirmative Vote of the Commission for Adoption*
- 10     19-145-10      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*
- 11     19-146-10      Approval of Job Content Values and Job Titles  
*Only Requires Policy, Finance, and Personnel Committee Approval*

## ORGANIZATION & ADMINISTRATION

19-002-1      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.



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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

*Eugene Manzanet, Chair  
Dan Devine, Vice Chair  
Tim Carpenter, Jeff Stone, Corey Zetts  
Kris Martinsek, Ex-Officio*

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Monday, September 9, 2019

9:05 AM

Dennis M. Grzezinski Conference Room

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### CALL TO ORDER

*Committee Chair Commissioner Manzanet called the meeting to order at 9:46 a.m.*

### RECORD ROLL

**Present** 6 - Tim Carpenter, Dan Devine, Eugene Manzanet, Kris Martinsek, Jeff Stone, and Corey Zetts

*Other Commissioners Present: Kathy Ehley, Cavalier C. Johnson, LaTonya Johnson, Bryan L. Kennedy, Ph.D., and John Swan, III.*

### Approval of Proceedings of Regular Committee Meeting held July 8, 2019

A motion was made by Commissioner Stone, seconded by Commissioner Devine. The motion carried.

### NEW BUSINESS

- 12    19-129-9    Authorization to Execute a Great Lakes Legacy Act Project Agreement among the United States Environmental Protection Agency, Wisconsin Department of Natural Resources, Milwaukee County, City of Milwaukee, and We Energies for the Focused Feasibility Study, Pre-Design Investigation and Remedial Design of Remaining Impacted Sediments in the Milwaukee Estuary Area of Concern

*The Committee received a PowerPoint presentation from Tom Chapman, Senior Project Manager, with comments by Kevin L. Shafer, P.E., Executive Director, and Katherine Lazarski, Director of Legal Services.*

*Commissioner Stone requested a list of projects that are part of the total plan.*

A motion was made by Commissioner Zetts, seconded by Commissioner Devine, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.

- 13**    19-130-9    **Authorizing the Executive Director to Enter into Contracts for Health Care Administration Services for District Group Health Insurance Benefits Effective January 1, 2020**
- The Committee received a presentation from Candace Richards, Human Resources Manager, and Patti Fisher, Senior Human Resources Generalist.*
- Commissioner Martinsek was out of the room for this matter.*
- A motion was made by Commissioner Devine, seconded by Commissioner Carpenter, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.**
- 14**    19-131-9    **Authorizing the Executive Director to Participate in WaterMarks Initiative**
- The Committee received a presentation from Kevin L. Shafer, P.E., Executive Director.*
- A motion was made by Commissioner Devine, seconded by Commissioner Zetts, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.**
- 15**    19-132-9    **Insurance Coverage Purchase or Renewal for General Operations and Pollution**
- The Committee received a presentation from Don Nehmer, Deputy Director of Finance, with comments by Debbie Sweeney, Vice President of Property/Casualty, Hayes Companies of Wisconsin; Tim Hornung, Assistant Vice President of Property/Casualty, Hayes Companies of Wisconsin; Katherine Lazarski, Director of Legal Services; Kevin L. Shafer, P.E., Executive Director; and Anna Kettlewell, Chief Administrative Officer/Commission Secretary.*
- A motion was made by Commissioner Stone, seconded by Commissioner Manzanet, that this matter be forwarded to the Commission without recommendation. The motion carried by a unanimous voice vote.**
- 16**    19-133-9    **Transferring Additional Money to the Debt Service Fund**
- The Committee received a presentation from Mickie Pearsall, Director of Finance/Treasurer.*
- A motion was made by Commissioner Devine, seconded by Commissioner Stone, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.**
- 17**    19-134-9    **Authorizing and Providing for the Sale and Issuance of One Series of General Obligation Sewerage System Promissory Notes, Levying Taxes for the Payment Thereof, and All Related Details**
- The Committee received a presentation from Mickie Pearsall, Director of Finance/Treasurer.*
- A motion was made by Commissioner Stone, seconded by Commissioner Devine, that this matter be approved by a voice vote. The motion carried by a unanimous voice vote.**

## ORGANIZATION & ADMINISTRATION

### 19-002-1 EXECUTIVE DIRECTOR'S REPORT

#### A. Monthly Reports

*A. No report.*

## ADJOURNMENT

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

*As there was no further business, the meeting was adjourned at 10:57 a.m.*



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Anna Kettlewell, Commission Secretary  
Milwaukee Metropolitan Sewerage District



**COMMISSION FILE NO:** 19-139-10 **DATE INTRODUCED:** October 14, 2019

**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:** Authorization to Execute a Maintenance Covenant for Project No. P-2872 to Plant Stormwater Trees

**SUMMARY:**

The Commission is requested to authorize the Executive Director to execute a maintenance covenant for Project No. P-2872 between the City of Milwaukee Department of Public Works (DPW) and the Milwaukee Metropolitan Sewerage District (District) for the installation and maintenance of 250 trees in an amount not to exceed \$155,000. The total project budget spread across several contracts in different locations is \$300,000, with the District contributing \$200,000 and a Great Lakes Restoration Initiative grant contributing \$100,000. This project is included in the proposed 2020 Budget.

Under this maintenance covenant the District will:

- Identify tree locations, species, and maintenance plans in coordination with DPW.
- Provide compensation not to exceed \$155,000 for costs associated with purchasing, labor, installation, and initial maintenance of the trees.

DPW will:

- Install agreed upon tree species.
- Maintain trees for the duration of the maintenance covenant.

**ATTACHMENTS:** BACKGROUND  KEY ISSUES  RESOLUTION   
FISCAL NOTE  S/W/MBE  OTHER  Proposed Maintenance Covenant

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **SUMMARY (Con't)**

### **Authorization to Execute a Maintenance Covenant for Project No. P-2872 to Plant Stormwater Trees**

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The District is piloting this stormwater tree project to demonstrate how to implement and then scale up stormwater tree canopy across the region. This pilot project uses federal funds. As factors to success of the project are determined, the District will look to replicate the approach across the region in the future. The District is implementing a stormwater tree pilot project across multiple locations that will plant 300 trees on public sites on Milwaukee's northwest side. Some of these expenditures are below the threshold for Commission action. Two hundred fifty trees will be planted by DPW, and 50 trees will be planted by other partners. This project will reduce runoff by up to 18,585 gallons in any given storm. Partners include City of Milwaukee Forestry Services (a part of the DPW Operations Division), Housing Authority of the City of Milwaukee, Havenwoods Economic Development Corporation, and MKE Plays.

The maintenance covenant with DPW will formalize the agreement to plant up to 250 trees in the project area. The District will provide funding for the initial costs associated with the trees in an amount not to exceed \$155,000. DPW will be responsible for all maintenance activities per the terms of the agreement.



## BACKGROUND

### Authorization to Execute a Maintenance Covenant for Project No. P-2872 to Plant Stormwater Trees

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This pilot project will reduce stormwater runoff on Milwaukee's northwest side while also providing a host of other benefits. For instance, the community is comprised of 85% minorities, with 33% of residents living at or below the federal poverty line. Environmental justice studies show that low income and minority residents are affected more by lack of environmental amenities, such as urban trees. The project geography has seen a historical trend in disinvestment; this trend also affects the surrounding public spaces and urban forest. Providing stormwater trees in this area will reduce the amount of runoff entering the Milwaukee River tributaries, reduce stormwater runoff that contributes to localized flooding, and reduce the urban heat island effect.

This pilot project advances the following plans:

The District's Regional Green Infrastructure Plan (2013) calls for implementation of watershed-specific green infrastructure, including 10 new stormwater trees per city block. This project area has been ranked as medium to high priority for opportunities to install green infrastructure.

The District's Resilience Plan (2019) looks to mitigate the impact of climate change and urbanization by identifying the top risks and developing actionable recommendations that reduce those risks. Four of the top six risks will be addressed in this project and include financial constraints, social equity, climatic hazards, and vulnerability of critical infrastructure.

Wisconsin's Statewide Forest Action Plan (2010-20) identifies goals related to protection and sustainable management. Milwaukee County is ranked at the highest level of risk for forest health and is susceptible to catastrophic events like flooding due to climate change. Goals include:

- Mitigating climate change through carbon sequestration by increasing and maintaining existing urban tree canopies and stormwater mitigation.
- Expanding diverse urban forests with greater tree canopy by planting trees in urban areas to increase the social, ecological, and economic benefits through energy conservation, stormwater runoff prevention, and air pollution reduction.

The City of Milwaukee's Sustainability Plan ReFresh Milwaukee (2013) identifies a goal of increasing tree canopy cover from 22% to 40% by 2023 and increasing the volume of stormwater runoff captured through green infrastructure by 10% annually.

## **BACKGROUND (Cont'd)**

### Authorization to Execute a Maintenance Covenant for Project No. P-2872 to Plant Stormwater Trees

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The United States Environmental Protection Agency's (USEPA) Lake Michigan Lakewide Management Plan (2008) identifies the importance of trees that filter polluted runoff and provide a transition zone between water and human land use. Trees are part of the USEPA's 2007 Green Infrastructure Policy that recommends them as a cost effective and environmentally preferable approach to reduce stormwater and excess flows entering combined and separate sewer systems.

## RESOLUTION

Authorization to Execute a Maintenance Covenant for Project No. P-2872 to Plant Stormwater Trees

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute on behalf of the District a maintenance covenant for Project No. P-2872 with the City of Milwaukee Department of Public Works for installation and maintenance of 250 trees in an amount not to exceed \$155,000 and to execute all deeds, purchase agreements, easements, leases, permits, memoranda of understanding, maintenance covenants, and any other documents necessary to carry out the terms of this covenant.



## O&M Budget Fiscal Note

**RELATING TO:**

Authorization to Execute a Maintenance Covenant for Project No. P-2872 to Plant Stormwater Trees

<b>Cost Center:</b> Planning, Research & Sustainability	<b>Line Item:</b> 649-1 Green Infrastructure Contract Services N.O.C.
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<b>Line Item Impact</b>			
2019 Original Budget		\$332,645	
Carryovers or Transfers		\$0	
Adjusted Budget		\$332,645	
Estimated Annual Expenditure including Request		\$332,645	
Anticipated Year End Balance		\$0	
Actual Year to Date Expenditures Through 9/18		\$246,478	
For unfavorable Year End Balance, identify funding source:			
	<input type="checkbox"/>	Absorbed within the Division	
	<input type="checkbox"/>	Other Division	
	<input type="checkbox"/>	Unallocated Reserve	
<b>Anticipated Expenditure Timing</b>	Requested Expenditures	Anticipated Savings/Revenues	Net Fiscal Impact
Current Year (2019)	\$0	\$0	\$0
Subsequent	\$155,000	\$0	\$155,000
Total Cost	\$155,000	\$0	\$155,000

**Comments:** The contract costs are partially offset by a \$100,000 grant from the Great Lakes Restoration Initiative.

Budget Review by:	Date
Christine Durkin	9/18/2019

## **Green Infrastructure Maintenance Covenant for the City of Milwaukee, Department of Public Works**

This Maintenance Covenant (Covenant) is granted by the City of Milwaukee, Department of Public Works (Milwaukee), 841 North Broadway, Milwaukee, Wisconsin 53202, to the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204.

### **INTRODUCTION**

**1. The Green Infrastructure.** Milwaukee will plant up to 250 trees within the project area defined as N. 76th Street to N.35th Street and W. Villard Avenue to W. Mill Road, as shown in Exhibit A (the green infrastructure). These trees will capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. The trees provide a retention capacity of 14,750 gallons. This Covenant applies only to this Green Infrastructure.

**2. Conservation Intent.** The Conservation Intent is up to 250 trees with the capacity to capture and infiltrate 14,750 gallons of stormwater per storm event at the location stated above.

**3. Funding Provided by the District.** The District will provide funding to City for the installation of the Green Infrastructure, in an amount not to exceed One Hundred Fifty Five Thousand Dollars (\$155,000), inclusive of all costs and materials.

### **MAINTENANCE COVENANT**

In consideration of the facts recited above, Milwaukee grants and the District accepts a Maintenance Covenant for the Term set forth below for the Green Infrastructure. This Covenant consists of the following terms, rights, and restrictions.

**1. Purpose.** The purpose of this Covenant is to require Milwaukee to keep, preserve and maintain the Green Infrastructure, as described above.

**2. Term and Effective Dates.** This Covenant became effective on July 1, 2019. This Covenant terminates on December 31, 2029.

**3. Operation and Maintenance.** Upon completion of the project and receipt of funds from the District, City will operate and maintain the Green Infrastructure so that it remains functional for its Conservation Intent the entire term of this Covenant. City will take all actions necessary to preserve the Conservation Intent, and will prohibit all actions that would impede or restrict the Green Infrastructure from functioning as set forth in the Conservation Intent. City is solely responsible for operation, maintenance and evaluating performance.

**4. Additional Reserved Rights of Milwaukee.** Milwaukee retains all rights associated with the Green Infrastructure, including the right to use it and invite others to use it in any manner that is not expressly restricted or prohibited by the Covenant. Milwaukee expressly reserves the right to sell, give, bequeath, mortgage, lease or otherwise encumber or convey the

Green Infrastructure, if:

4.1 The encumbrance or conveyance is subject to the terms of this Covenant.

4.2 Milwaukee incorporates the terms of this Covenant by reference in any subsequent deed or other legal instrument by which Milwaukee transfers any interest in all or part of the Green Infrastructure.

4.3 Milwaukee notifies the District of any conveyance in writing within fifteen (15) days after the conveyance and provides the District with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

4.4 Failure of Milwaukee to perform any act required in Subparagraphs 4.2 or 4.3 does not impair the validity of this Covenant or limit its enforceability in any way.

**5. District Rights and Remedies.** To accomplish the purpose of this Covenant, Milwaukee expressly conveys to the District the following rights and remedies:

5.1 Prevent Inconsistent Uses. The District has the right to require the restoration of areas or features of the Green Infrastructure that are damaged by any activity or use reasonably determined to be inconsistent with the purpose of this covenant pursuant to the remedies set forth below.

5.2 Inspection. The District has the right to: inspect and monitor compliance with the terms of this Covenant; and otherwise exercise its rights under the Covenant. To the extent the Green Infrastructure is located somewhere not open to the general public, the District will provide prior notice to Milwaukee of at least five (5) days before inspecting the Green Infrastructure, In all case, the District will comply with the safety rules of Milwaukee, and avoid unreasonable disruption of the activities of Milwaukee.

**6. Remedies for Violations.** Both parties have the right to enforce the terms of this Covenant and prevent or remedy violations through appropriate legal proceedings.

6.1 Notice of Problems. If the District identifies problems with the Green Infrastructure functioning to achieve the Conservation Intent, then the District will initially attempt to resolve the problems collaboratively. The District will notify Milwaukee of the problems and request remedial action within a reasonable time.

6.2 Notice of Violation and Corrective Action. If either party determines

that a violation of the terms of this Covenant has occurred or is threatened, then the non-violating party will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the violating party fails to respond, then the non-violating party may initiate judicial action.

6.3 Remedies. When enforcing this Covenant, the remedies available to either party include: temporary or permanent injunctive relief for any violation or threatened violation of the Covenant, the right to require restoration of the Green Infrastructure to a condition reasonably similar to the condition at the time of the conveyance of this Covenant, specific performance, and declaratory relief resulting from a violation of the Covenant or injury to the Green Infrastructure.

6.4 Non-Waiver. A delay or prior failure of either party to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Covenant.

6.5 Acts Beyond the Control of Milwaukee. The District may not bring any action against Milwaukee for any injury or change in the Green Infrastructure resulting from causes beyond the control of Milwaukee, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or actions taken by Milwaukee under emergency conditions to prevent or mitigate damage from such causes, provided that Milwaukee notifies the District of any occurrence that has adversely affected or interfered with the purpose of this Covenant prior to or within a reasonable time after the occurrence of such a cause.

7. **Amendment.** At any time, Milwaukee and the District may jointly amend this Covenant in a written instrument executed by both parties.

8. **Assignment.** The District may convey, assign, or transfer its interests in this Covenant to a unit of federal, state or local government or to an organization that is qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable with the prior written consent of Milwaukee. As a condition of any assignment or transfer, any future holder of this Covenant is required to carry out its purpose for the remainder of its term. The District will notify Milwaukee of any assignment at least thirty (30) days before the date of such assignment.

9. **Captions.** The captions in this Covenant have been inserted solely for convenience of reference and are not part of the Covenant and have no effect on construction or interpretation.

10. **Controlling Law and Venue.** The laws of the State of Wisconsin govern the interpretation and performance of this Covenant. Venue for any action arising out of or in any way related to this Contract shall be exclusively in the Milwaukee of Milwaukee for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising

under federal jurisdiction.

**11. Counterparts.** Milwaukee and the District may execute this Covenant in two or more counterparts, which will, in the aggregate, be signed by both parties. Each counterpart is an original document.

**12. Entire Agreement.** This Covenant sets forth the entire agreement between Milwaukee and the District with respect to this Covenant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.

**13. Extinguishment.** This Covenant may be terminated or extinguished before the expiration of its term, in whole or in part, through judicial proceedings in a court of competent jurisdiction. The Covenant may also be extinguished if Milwaukee and the District agree that a subsequent unexpected change in the condition of or surrounding the Green Infrastructure makes accomplishing the purpose of the Covenant impossible.

**14. Ownership Responsibilities, Costs, and Liabilities.** Milwaukee retains all responsibilities and will bear all costs and liabilities related to the ownership of the Green Infrastructure, including, but not limited to, the following:

14.1 Operation, Upkeep, and Maintenance. Milwaukee is responsible for the operation, upkeep and maintenance of the Green Infrastructure.

14.2 Control. In the absence of a judicial decree, nothing in this Covenant establishes any right or ability in the District to:

a. exercise physical or managerial control over the day-to-day operations of the Green Infrastructure;

b. become involved in the management decisions of Milwaukee regarding the generation, handling or disposal of hazardous substances; or

c. otherwise become an operator of the Green Infrastructure within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of the Green Infrastructure.

14.3 Permits. Milwaukee is solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Covenant. During construction or any other activity, Milwaukee will comply with all applicable federal, state and local laws, regulations, and requirements.



**15. Severability.** If any provision or specific application of this Covenant is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Covenant will remain valid and binding.

**16. Public Records.** Both Parties understand that Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Covenant are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. The District acknowledges that it is obligated to assist Milwaukee in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by the District under this Covenant pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Covenant, and that the District must defend and hold Milwaukee harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of the expiration of this Covenant.

**17. Conflict of Interest.** No officer, employee, or agent of Milwaukee who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Covenant pertains, shall have any personal interest, direct or indirect, in this Covenant. No member of the governing body of Milwaukee and no other public official Milwaukee who exercises any functions or responsibilities in the review or approval of the carrying out of this Covenant shall have any personal interest, direct or indirect, in this Covenant. The District covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its duties hereunder. The District further covenants that in the performance of this Covenant no person having any conflicting interest shall be employed. An interest on the part of the District or its employee must be disclosed to Milwaukee.

**18. Non-Discrimination.** The District agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse of sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories. Milwaukee and the District will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The District agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.* The District will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Covenant so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**19. Audit.** At any time during normal business hours and as often as Milwaukee, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to Milwaukee or such agency for examination all of its

records with respect to all matters covered by this Covenant and the District shall permit Milwaukee or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Covenant.

**20. Successors.** This Covenant is binding upon and inures to the benefit of Milwaukee and the District and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the Green Infrastructure for the term of the Covenant.

**21. Terms.** Wherever used in this Covenant, the terms "Milwaukee" and "District" include the respective personal representatives, heirs, successors, and assigns of Milwaukee and the District.

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

**CITY OF MILWAUKEE  
DEPARTMENT OF PUBLIC WORKS**

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

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

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

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

COUNTERSIGNED:

\_\_\_\_\_  
City of Milwaukee Comptroller  
Martin Matson

Approved as to Form

Approved as to Form

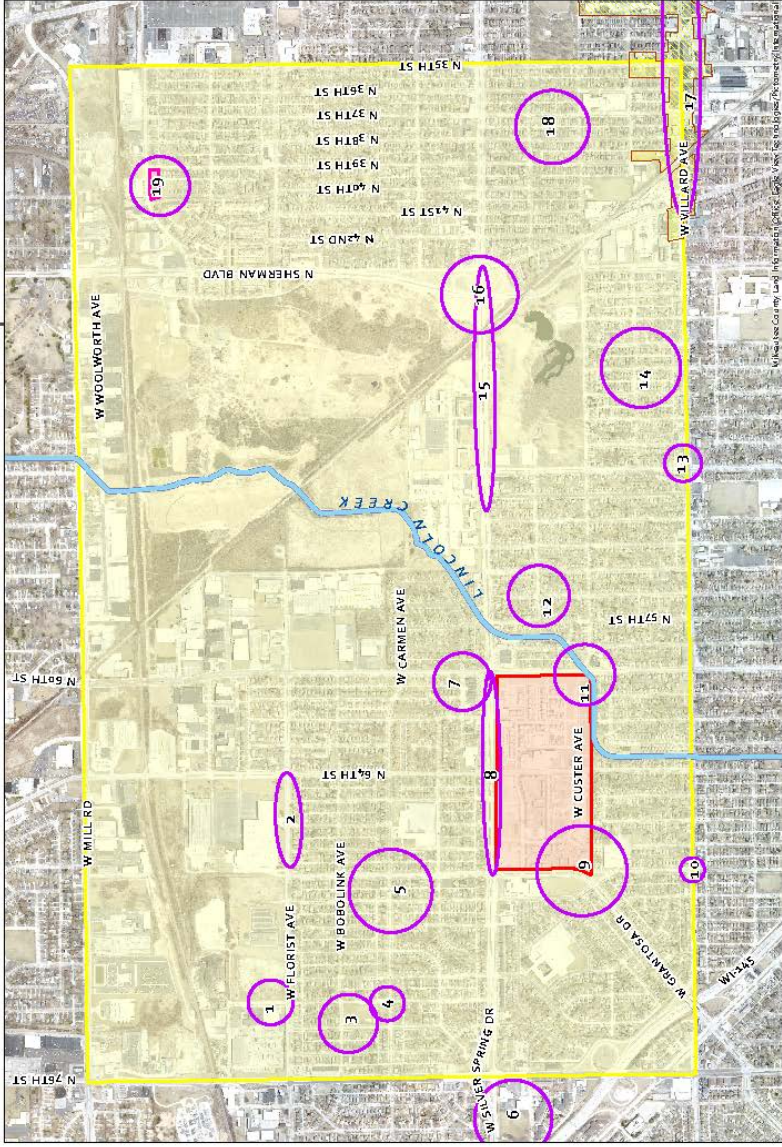
\_\_\_\_\_  
Attorney for the District      Date

\_\_\_\_\_  
Milwaukee Assistant Attorney      Date

# Cluster Identification Map

- Project Boundary
- 20 ft ± Wetland Corridor
- 20 ft ± MFE Playlot
- Lincoln Creek
- Wetland Box B1
- Tree Planting C

Cluster	Ext
1	18
2	6
3	15
4	6
5	19
6	20
7	25
8	15
9	9
10	3
11	9
12	3
13	3
14	11
15	15
16	48
17	19
18	11
19	29



## EXHIBIT A





**COMMISSION FILE NO:** 19-140-10      **DATE INTRODUCED:** October 14, 2019

**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:** Destruction of District Records Pursuant to Commission Policy 1-76.04, Records Retention Policy

**SUMMARY:**

The Commission is requested to approve the destruction of District records pursuant to Commission Policy 1-76.04, Records Retention Policy. During the summer 2019, the District conducted a review of a subset of the District’s records with the goal of destroying those records past their retention period and having no more operational value to the District.

The District followed a procedure of review by Division Directors, Information Governance Manager, Chief Administrative Officer, and the Director of Legal Services. In 2018, the District received authorization from the State Historical Society (letter attached) to destroy the record types identified as “Accounts Payable Invoices and Vouchers” and “Exam and Recruitment Files”. Further, in this same letter, the State Historical Society stated that the District did not need future authorization to destroy these same record types. During 2019 the District’s list of records (attached) identified by District staff for destruction consisted only of these two record types. Thus, authorization from the State Historical Society was not needed for the 2019 destruction effort.

**ATTACHMENTS:**    **BACKGROUND**     **KEY ISSUES**     **RESOLUTION**   
**FISCAL NOTE**     **S/W/MBE**     **OTHER**  2018 WI Historical Society Reply Letter; 2019 Box Destruction List

*PFP\_Records Destruction\_legislative\_file.docx  
09-27-19*

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **RESOLUTION**

Destruction of District Records Pursuant to Commission Policy 1-76.04, Records Retention Policy

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to destroy the attached list of District records pursuant to Commission Policy 1-76.04, Records Retention Policy.



WISCONSIN  
HISTORICAL  
SOCIETY

September 20, 2018

LEGAL SERVICES  
2018 OCT -2 AM 7:57

Joseph T. Ganzer, Senior Staff Attorney  
Milwaukee Metropolitan Sewerage District  
260 W. Seeboth St.  
Milwaukee, WI 53204

Dear Mr. Ganzer,

Thank you for your letter of September 11, 2018 notifying us of your intention to destroy select records of the Milwaukee Metropolitan Sewerage District (see included list).

The Wisconsin Historical Society declines your offer of the records listed above. You still are obligated to maintain the records listed above for the minimum time specified in the statutes.

Your notification indicated that the Wisconsin Historical Society had previously stated that the records listed in this notification were of no interest for transfer and long-term preservation. Please note that if we have already waived notification for a particular record series, you no longer need to notify us of their destruction. You are free to destroy any records waived by the Historical Society once it has passed the required retention period. Please consult Andrew Baraniak, of my staff, at 608-264-6469 if you have any questions.

Sincerely,

Matt Blessing  
State Archivist and Administrator for the  
Library Archives  
Wisconsin Historical Society  
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**Boxes Reviewed for 2018 Destruction Effort  
Milwaukee Metropolitan Sewerage District**

<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-216	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-217	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-219	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-220	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-221	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
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36-231	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-232	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-283	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-284	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-285	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
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36-289	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-290	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-506	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
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36-508	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-509	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-504	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-510	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-511	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-512	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-513	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS

**Boxes Reviewed for 2018 Destruction Effort  
Milwaukee Metropolitan Sewerage District**

<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-515	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-516	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-576	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-577	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-578	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-579	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-580	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-581	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-582	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-583	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-584	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-585	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-586	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
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36-592	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-593	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-594	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-3092	ACCOUNTING	TIMESHEETS AND TIMECARDS
36-4948	ACCOUNTING	TIMESHEETS AND TIMECARDS
36-4950	ACCOUNTING	TIMESHEETS AND TIMECARDS
36-3093	ACCOUNTING	TIMESHEETS AND TIMECARDS
36-233	ACCOUNTING	TIMESHEETS AND TIMECARDS
36-1075	ACCOUNTING	TIMESHEETS AND TIMECARDS
36-916	PROCUREMENT	RECEIVING REPORTS
36-917	PROCUREMENT	RECEIVING REPORTS
36-918	PROCUREMENT	PURCHASE ORDERS
36-919	PROCUREMENT	PURCHASE REQUISITIONS
36-920	PROCUREMENT	PURCHASE REQUISITIONS
36-1108	PROCUREMENT	PURCHASE ORDERS



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<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-1109	PROCUREMENT	RECEIVING REPORTS
36-2502	PROCUREMENT	PURCHASE ORDERS
36-2503	PROCUREMENT	PURCHASE ORDERS
36-2810	PROCUREMENT	PURCHASE ORDERS
36-2856	PROCUREMENT	RECEIVING REPORTS & PURCHASE REQUISITIONS
36-4937	PROCUREMENT	CORRESPONDENCE & SWMBE REPORTING
36-9190	BUDGET	CAPITAL BUDGET ADMINISTRATION & O&M BUDGET ADMINISTRATION
36-1359	BUDGET	DEPARTMENTAL BUDGET PREPARATION
36-1360	BUDGET	O&M BUDGET ADMINISTRATION
36-1356	BUDGET	FINANCIAL PLANNING
36-1357	BUDGET	DEPARTMENTAL BUDGET PREPARATION & O&M BUDGET ADMINISTRATION
36-1358	BUDGET	O&M BUDGET ADMINISTRATION
36-1353	BUDGET	FINANCIAL FORECAST
36-1361	BUDGET	PROJECT FILES FINANCIAL
36-1472	BUDGET	DEPARTMENTAL BUDGET PREPARATION & O&M BUDGET ADMINISTRATION
36-2550	BUDGET	O&M BUDGET ADMINISTRATION
36-4845	BUDGET	FINANCIAL PLANNING
36-8218	BUDGET	CAPITAL BUDGET (UNOFFICIAL) & O&M BUDGET (UNOFFICIAL)
36-3147	BUDGET	O&M BUDGET ADMINISTRATION
36-3148	BUDGET	O&M BUDGET ADMINISTRATION
36-634	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-635	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-639	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-982	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-983	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-984	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-986	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-987	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-988	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-8033	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES

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Milwaukee Metropolitan Sewerage District**

<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-3081	ENGINEERING	REFERENCE MATERIAL & ASME AND ANSI STANDARDS
16677	ENGINEERING	REFERENCE MATERIAL
10269	ENGINEERING	REFERENCE MATERIAL
36-7982	ENGINEERING	REFERENCE MATERIAL
36-4368	ENGINEERING	UNOFFICIAL PUBLIC MEETINGS
36-1106	ENGINEERING	REFERENCE MATERIAL

**Records Boxes Reviewed for 2019 Destruction Effort  
Milwaukee Metropolitan Sewerage District**

<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-1633	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-1634	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-1635	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-1636	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-1637	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-1638	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-1639	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2132	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2133	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2134	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2135	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2136	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2437	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2438	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2439	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2440	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2776	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2777	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2778	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2779	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-2780	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-3361	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-3362	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-3363	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-3364	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-5403	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-5404	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-4150	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-4151	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-4152	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-4153	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-4154	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-4511	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES

**Records Boxes Reviewed for 2019 Destruction Effort  
Milwaukee Metropolitan Sewerage District**

<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-4828	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-4829	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-4830	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-5240	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-5241	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-5400	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-5402	HUMAN RESOURCES	EXAM AND RECRUITMENT FILES
36-3107	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-4146	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-3105	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-3106	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-967	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-5225	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-254	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-3004	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-649	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-650	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-370	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-494	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-853	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-854	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-855	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-807	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-808	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-809	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-810	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-811	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-812	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-813	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-814	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-815	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-816	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS

**Records Boxes Reviewed for 2019 Destruction Effort  
Milwaukee Metropolitan Sewerage District**

<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-817	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-818	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-819	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-820	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-821	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-822	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-823	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-824	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-825	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-826	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-827	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-828	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-829	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-830	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-831	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-832	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-833	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-834	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-835	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-836	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-837	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-838	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-839	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-840	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-841	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-842	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-843	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-844	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-845	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-846	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-847	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-848	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1165	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS

**Records Boxes Reviewed for 2019 Destruction Effort  
Milwaukee Metropolitan Sewerage District**

<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-1166	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1167	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1168	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1169	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1170	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1171	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1172	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1173	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1174	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1175	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1176	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1177	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1178	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1179	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1180	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1181	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1182	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1183	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1184	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1185	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
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36-1187	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1188	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1189	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1190	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1191	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1192	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1193	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1194	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1195	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1196	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1197	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1198	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS

**Records Boxes Reviewed for 2019 Destruction Effort  
Milwaukee Metropolitan Sewerage District**

<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-1199	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1200	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1201	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1202	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1203	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1204	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1205	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1206	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1207	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1208	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1209	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1210	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1211	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1213	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1214	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1215	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-3200	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-3315	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-3316	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1660	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1661	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1662	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1663	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1572	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1573	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1574	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1575	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1576	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1577	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1578	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1579	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1580	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1581	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS

**Records Boxes Reviewed for 2019 Destruction Effort  
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<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-1582	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1583	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1584	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1585	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1586	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1587	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1588	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1589	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1590	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1591	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1592	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
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36-1596	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1597	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1598	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1599	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1600	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1601	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1602	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1603	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1604	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1606	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1607	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1608	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1609	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1610	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1611	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1612	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1613	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1614	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1615	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS



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<b>Box Number</b>	<b>Department</b>	<b>Box Content Summary</b>
36-1616	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1617	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS
36-1618	ACCOUNTING	ACCOUNTS PAYABLE INVOICES AND VOUCHERS



**COMMISSION FILE NO:** 19-141-10 **DATE INTRODUCED:** October 14, 2019

**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:** Authorization to Execute an Intergovernmental Cooperation Agreement for Capital Project W97004PY090 to Install Green Infrastructure and Disposal of Excess Lands

**SUMMARY:**

The Commission is requested to authorize the Executive Director to execute an intergovernmental cooperation agreement (ICA) between Ozaukee County (County) and the Milwaukee Metropolitan Sewerage District (District) for the property located at 9104 W. Mequon Road, Mequon, Wisconsin. The ICA provides for the District and the County coordinating the construction of a wetland and the disposal of the parcel to the County while retaining a conservation easement. No money is being exchanged on this project.

Under this ICA, the District will:

- Review and approve engineering and design plans;
- Allow the County and its contractors to access the sites to complete inventory and data collection to complete engineering and design plans and environmental monitoring;
- Allow the County and its contractors to access the 9104 W. Mequon Road site to construct the engineering and design plans; and
- Support County efforts to secure federal, state, and local nonprofit organization grant funding to implement project activities.

The County will:

- Develop engineering and design plans in conjunction with the District and other partners;
- Conduct education and outreach activities in conjunction with engineering and design plan development;
- Secure applicable federal, state, and local permits and regulatory approvals with District authorization;

**ATTACHMENTS:** **BACKGROUND**  **KEY ISSUES**  **RESOLUTION**   
**FISCAL NOTE**  **S/W/MBE**  **OTHER**  Draft ICA and Maps

*PPF\_DisposeExcessLands\_legislative\_file.docx*  
09-27-19

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## SUMMARY (Cont'd)

### Authorization to Execute Intergovernmental Cooperation Agreement for Capital Project W97004PY090 to Install Green Infrastructure and Disposal of Excess Lands

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- Assist in securing and managing federal, state, and local nonprofit organization grants and comply with all grant related requirements for construction, restoration, and environmental monitoring activities;
- Complete construction management activities, including private contractor selection through a public bidding process and or local force account (Ozaukee County Highway Department) coordination as it relates to the property located at 9104 W. Mequon Road, in accordance with 99% complete design plans dated June 20, 2019, the Design Report dated June 20, 2019, and the District and Wisconsin Department of Natural Resources-approved hydraulic HEC-RAS model;
- Notify the District in advance of construction and restoration work, a minimum of 48 hours prior to beginning construction, as it relates to the property located at 9104 W. Mequon Road;
- Comply with all applicable federal, state, and local permit conditions, as it relates to the property located at 9104 W. Mequon Road;
- Coordinate with the District on construction observation, as it relates to the property located at 9104 W. Mequon Road;
- Conduct applicable grant-related environmental monitoring activities prior to and following construction and restoration activities;
- Collect and store environmental monitoring data and share data with the District, as requested;
- Maintain County-sponsored site improvements during site establishment, including, but not limited to, soil stabilization, establishing prairie and wetland plantings, native woody species, and invasive species control for a minimum of three years after the vegetation is established and for a minimum of five years after significant completion of construction activities; and
- To the extent required by any applicable law or ordinance, address the control and abatement of invasive species, ensure that the project performance and water quality monitoring is addressed, and ensure that the project does not compromise the river in perpetuity.

The Commission is further requested to declare the District-owned property located at 9104 W. Mequon Road as excess those property interests greater than the conservation easement for the property and to authorize the Executive Director, as a condition of the transfer of title, to enter into conservation easements over the parcel for the benefit of the District to protect the conservation values of property in perpetuity and to require the County to maintain the parcel consistent with those conservation values. The declaration of excess land by the Commission is necessary to comply with Wis. Stat. §200.43(4) prior to the District conveying the title for these properties to a partner. The District will pay routine closing costs for the transfer.

## **SUMMARY (Cont'd)**

### **Authorization to Execute Intergovernmental Cooperation Agreement for Capital Project W97004PY090 to Install Green Infrastructure and Disposal of Excess Lands**

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Through its conveyance and flood management work, the District has acquired many property interests over the years. After meeting the needs of a project, some property interests no longer provide any operational or long-term strategic benefit to the District. In these cases, the District's ratepayers would benefit by disposal of the property whereby property holding costs are avoided.

District staff has reviewed the proposed transfer of the property and finds no short- or long-term needs for the property to continue to be owned by the District in fee simple. Ozaukee County has indicated a willingness to take ownership of the property and to maintain the properties consistently with the conservation easement terms in perpetuity. This proposed transfer is consistent with the District's plans for maintenance of acquired Greenseams® properties. The only costs to the District will be up to an estimated \$2,000 in closing costs. Ozaukee County will receive the property at no charge in return for its agreement to maintain the property in accord with the terms of the permanent conservation easement.

## RESOLUTION

Authorization to Execute Intergovernmental Cooperation Agreement for Capital Project W97004PY090 to Install Green Infrastructure and Disposal of Excess Lands

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director is authorized to execute an intergovernmental cooperation agreement between Ozaukee County and the Milwaukee Metropolitan Sewerage District for Capital Project W97004PY090, including all deeds, purchase agreements, contracts for sale of real estate, easements, leases, permits, memorandum of understanding, intergovernmental cooperation agreements, and any other real estate documents to carry out terms of this resolution.

**FURTHER RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that, pursuant to Sec. 200.43(4), Wis. Stats., the District declares as excess any and all property interest greater than the permanent conservation easement to be retained by the District for the property located at 9104 W. Mequon Road, Mequon, Wisconsin 53097, and that it may be disposed.



## Capital Budget Fiscal Note Total Project Cost

**RELATING TO:**

Authorization to Execute an Intergovernmental Cooperation Agreement for Capital Project W97004PY090 to Install Green Infrastructure and Disposal of Excess Lands

<b>Capital Project Number(s)</b> <u>W97004</u>	<b>Impact of Requested Action on Total Project Cost:</b> <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> New Project <input checked="" type="checkbox"/> No Change
---	--

<u>Total Project Cost Analysis</u>	<u>Project Costs</u>
Adopted 2019 Total Project Cost	*
Previously Approved Changes	\$0
Approved Total Project Cost	*
Requested Total Project Cost	n/a
Requested (Increase)/Decrease	\$0

<b>Action to be taken to Long-Range Financing Plan to address Total Project Cost change</b>	
_____	Transfer from Allowance for Cost and Schedule Changes
_____	Transfer from another project (specify in comments)
_____	Delay Project(s) (specify in comments)
_____	Delete Project(s) (specify in comments)
_____	Other _____
_____	Transfer to Allowance for Cost and Schedule Changes

**Comments**  
\*The Greenseams® program does not have a total project cost because it is a capital program. The 2019 Capital Budget includes \$1.2 million for 2019, and the long-range financing plan includes \$7.2 million. The adopted 2019 Capital Budget and the long-range financing plan have sufficient funding for the current request of \$2,000.

Budget Review by: <u>Christine Durkin</u>	Date: <u>9/18/2019</u>
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**Intergovernmental Cooperation Agreement  
between the  
Milwaukee Metropolitan Sewerage District  
and  
Ozaukee County**

**For the Little Menomonee River Corridor Ecosystem Restoration Project**

**1. Parties**

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and Ozaukee County (County), acting through its County Board Chairperson.

**2. Purpose**

The purpose of this Agreement is to codify responsibilities for the Little Menomonee Corridor Ecosystem Restoration Project.

**3. Basis for this Agreement**

(A) Portions of the Little Menomonee River and Little Menomonee Creek (LMR) are located in the City of Mequon in Ozaukee County.

(B) Approximately 3.77 miles of mainstem channel on the Little Menomonee River and Little Menomonee Creek between County Line Road and Freistadt Road was constructed through dredging and artificial straightening of historic wetlands and stream corridors, resulting in an incised channel hydrologically disconnected from adjacent riparian floodplain and wetland areas, which provide high quality habitat for spawning northern pike and other aquatic and terrestrial species.

(C) The County Planning and Parks Department and its partners have developed and are refining a GIS-based fish and wildlife habitat decision support tool and an ecological prioritization GIS tool (Tool) to prioritize habitat improvement and restoration activities for maximum benefit. Tool outputs, coordination with the WDNR Area of Concern program, discussions with the Mequon Preservation Partners and discussions with local fish and wildlife experts identified that projects on degraded portions of the Little Menomonee River and Little Menomonee Creek in the City of Mequon would provide significant benefits for multiple aquatic and terrestrial species as well as water quality improvements.

(D) The District owns several publicly-accessible parcels along the LMR under the Greenseams® Program. Among these parcels, the property located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) and shown in Exhibit B, was identified by the Tool as a high priority for restoration and is proposed as the County's first site for large scale, holistic restoration along the corridor. In addition, parcels 140291200500 and 140290900200 were also identified as high priorities for restoration and will be the County's subsequent restoration sites. Finally, parcels 140301201400, 140321100200, 140321100300, 140210700600 were identified by the Tool for additional investigation. The parties anticipate executing an ICA

to perform restoration activities in the future – after plans and specs have been approved by District - on Parcels 140291200500, 140290900200, 140301201400, 140321100200, 140321100300, and 140210700600.

(E) The County Planning and Parks Department will work with the District and multiple partners including the U.S. Fish and Wildlife Service, Wisconsin Wetlands Association, and the Southeastern Wisconsin Regional Planning Commission, and the Wisconsin Department of Natural Resources on project planning, engineering and design, and outreach activities in conjunction with the Ozaukee County Highway Department on construction and restoration activities to significantly reduce overall project costs.

(F) The primary goal of the project is to restore function and value for fish and aquatic habitat on the Little Menomonee River and Creek in the City of Mequon through a combination of culvert replacement/remediation, in-stream grade controls, stream (re)meandering, restoration of hydrologically and ecologically functional floodplains, bank and in-stream structure restoration, wetland enhancements, invasive vegetation control, native vegetation planting and restoration, and water quality monitoring.

(G) The project will be designed to integrate with the objectives of the MMSD Greenseams® Program, in that it will provide additional flood storage capacity in the upper Milwaukee River Basin. The project integrates stormwater quality management, flood management, ecological habitat connectivity, and targeted avian, mammalian, herptile, and fish habitat enhancement.

(H) The County has secured federal, state, and local non-profit organization funding to fund project activities.

#### **4. Effective Dates**

This Agreement becomes effective upon signing by both parties and terminates on December 31, 2025 unless extended in writing by both parties.

#### **5. County Responsibilities**

The County will, for all District-owned parcels reference above (unless otherwise noted):

(A) develop engineering and design plans in conjunction with the District and other partners;

(B) conduct education and outreach activities in conjunction with engineering and design plan development;

(C) secure applicable federal, state, and local permits and regulatory approvals with District authorization;

(D) assist in securing and managing federal, state, and local non-profit organization grants and comply with all grant related requirements for construction, restoration, and environmental monitoring activities;



(E) complete construction management activities, including private contractor selection through a public bidding process and or local force account (Ozaukee County Highway Department) coordination as it relates to the property located at 9104 Mequon Road, in accordance with 99% complete design plans dated June 20, 2019 (Attachment A), the Design Report dated June 20, 2019 (Attachment B), and the District and WDNR-approved hydraulic HECRAS model (Attachment C);

(F) notify the District in advance of construction and restoration work, a minimum of 48 hours prior to beginning construction, as it relates to the property located at 9104 Mequon Road;

(G) comply with all applicable federal, state, and local permit conditions, as it relates to the property located at 9104 Mequon Road;

(H) coordinate with the District on construction observation, as it relates to the property located at 9104 Mequon Road;

(I) conduct applicable grant-related environmental monitoring activities prior to and following construction and restoration activities;

(J) collect and store environmental monitoring data and share data with the District, as requested;

(K) maintain County-sponsored site improvements during site establishment, including but not limited to soil stabilization, establishing prairie and wetland plantings, native woody species, and invasive species control for a period of a minimum of 3 years after the vegetation is established and for a period of a minimum of 5 years after significant completion of construction activities;

(L) to the extent required by any applicable law or ordinance: address the control and abatement of invasive species, ensure that the project performance and water quality monitoring is addressed and ensure that the project does not compromise the river in perpetuity;

(M) accept a quitclaim deed of the Subject Property from the District and grant the District a conservation easement over the parcels.

## **6. District Responsibilities**

District will:

(A) review and approve engineering and design plans;

(B) allow the County and its contractors to access the sites to complete inventory and data collection to complete engineering and design plans and environmental monitoring;

(C) allow the County and its contractors to access the 9104 Mequon Road site to construct the engineering and design plans;

(D) support County efforts to secure federal, state, and local non-profit organization grant funding to implement project activities.

(E) quitclaim the subject property to the County and accept a conservation easement from the County over the Subject Property.

## **7. Modifying and Amending Agreement**

Any modification or amendment to this Agreement must be in writing and signed by both Parties.

## **8. Severability**

If a court finds any part of this Agreement unenforceable, the remainder of this Agreement continues in effect provided that the essential purpose for this Agreement can still be accomplished.

## **9. Applicable Law**

The laws of the State of Wisconsin apply to this Agreement.

## **10. Resolving Disputes**

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee or Ozaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in the Circuit Court for either Milwaukee or Ozaukee County.

## **11. Notices**

A. The District will provide written notices to:

Andrew T. Struck, Director  
Planning and Parks Department  
Ozaukee County  
121 West Main Street  
Port Washington, Wisconsin 53074  
astruck@co.ozaukee.wi.us  
262-238-8275

B. Ozaukee County will provide written notices to:

Stephen McCarthy, Landscape Architect  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street  
Milwaukee, Wisconsin 53204-1446  
smccarthy@mmsd.com  
414-225-2100

## **12. Termination**

This agreement will terminate at the end of the agreement period, unless an extension of the agreement is executed by both parties. To terminate this Agreement prior to the end of the agreement period, a Party shall provide 30 days prior written notice to the other Party. The notice shall indicate the effective date of termination and the reasons for termination.

## **13. Independence of the Parties**

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

## **14. Authority of Signatories**

Each person signing this agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

## **15. Indemnification**

The District and Ozaukee County will be liable for their own negligent acts, errors, and omissions.

## **16. Third Parties**

This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party.

**Signatures on Next Page**

**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

Approved as to Form

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

\_\_\_\_\_  
Attorney for the District

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

**OZAUKEE COUNTY**

Approved as to Form

By: \_\_\_\_\_  
Lee Schlenvogt  
County Board Chairperson

\_\_\_\_\_  
Rhonda Gordon  
Ozaukee County Corporation Counsel

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

By: \_\_\_\_\_  
Jason Dzwinel  
County Administrator

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

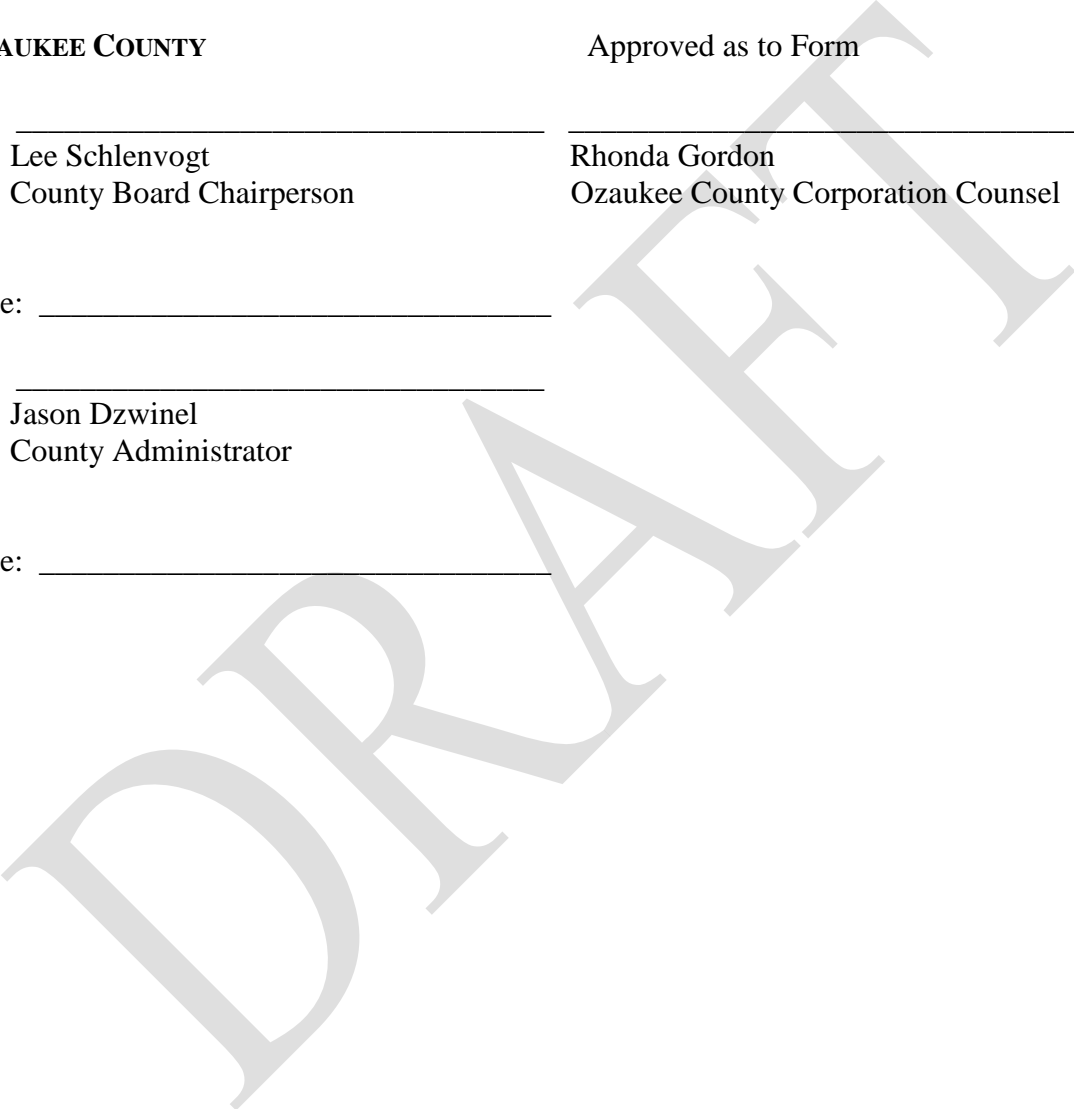


Exhibit A

**Little Menomonee Corridor Ecosystem Restoration:  
Stream and Wetland Habitat Construction**

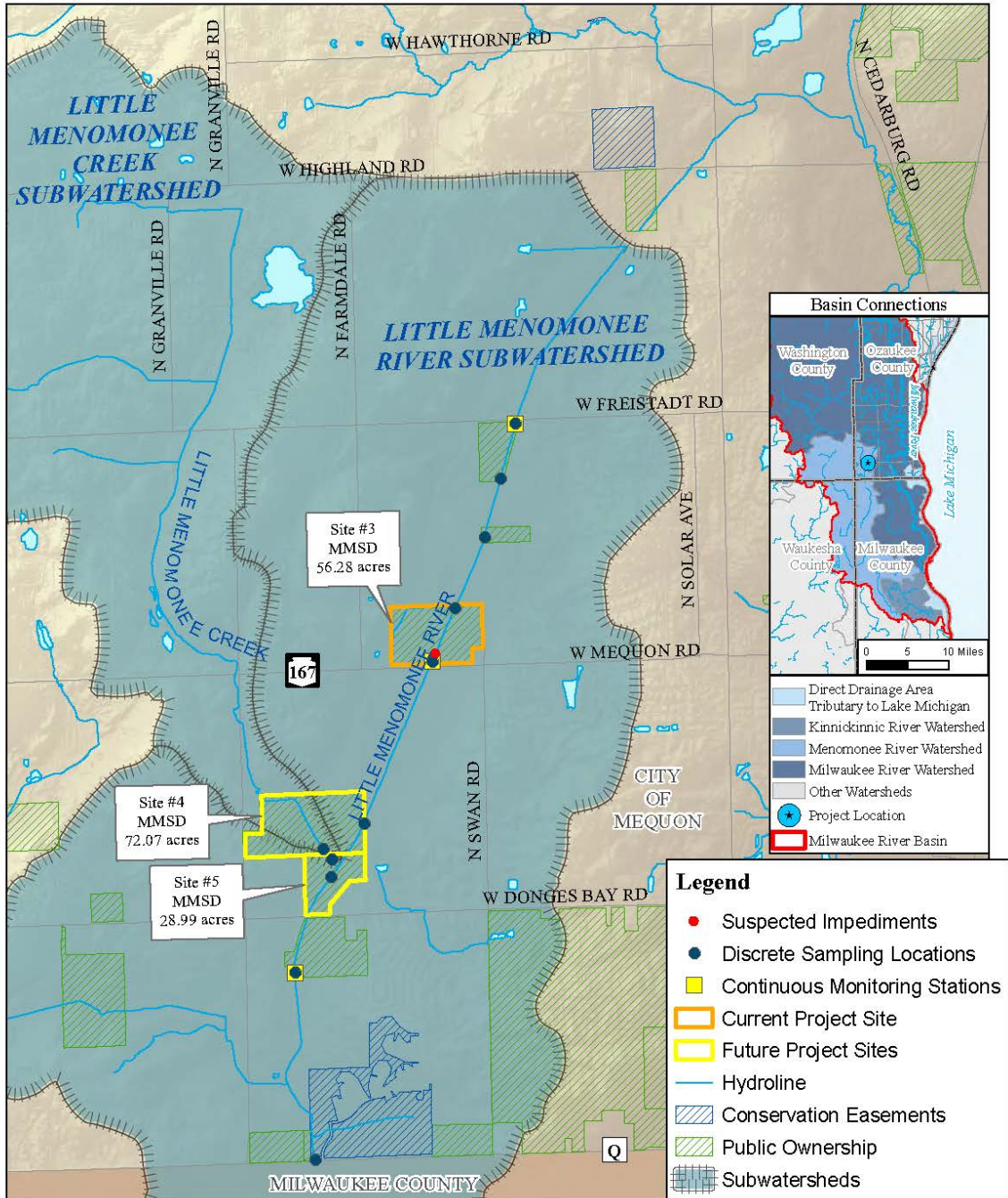


EXHIBIT B- Map of the Subject Property



DK



**COMMISSION FILE NO:** 19-142-10 **DATE INTRODUCED:** October 14, 2019

**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:** Adopting the Operations and Maintenance Budget for the 2020 Fiscal Year

**SUMMARY:**

The Commission is asked to consider the 2020 Proposed Operations and Maintenance Budget. Adoption of the 2020 Operations and Maintenance Budget will be requested at the October 28, 2019, Commission meeting.

The Executive Director's 2020 Proposed Operations and Maintenance Budget provides for total expenditures of \$111,022,281. The proposed expenditures are funded from \$86,871,306 in user charge billings, \$10,400,000 in Milorganite® net sales, \$1,000,000 in interest income, \$3,043,895 in other income, \$1,258,850 in Household Hazardous Waste Collection Program revenue, \$1,026,310 in Industrial Waste Pretreatment Program revenue, and the return of \$5,221,920 from the 2018 Operations and Maintenance surplus. A \$300,000 contribution to the equipment replacement fund is anticipated.

The Executive Director's 2020 Proposed Operations and Maintenance Budget of \$111,022,281 includes the following expenditures:

- \$51,236,302 for Net Veolia Water Milwaukee Service Fee\*;
- \$45,674,319 for Net Division Expenditures\*;
- \$11,934,753 for Net Fringe Benefits\*; and
- \$2,176,907 for Unallocated Reserve.

\*Net expenditures are inclusive of the offsetting charges to the 2020 Capital Budget.

**ATTACHMENTS:** **BACKGROUND**  **KEY ISSUES**  **RESOLUTION**   
**FISCAL NOTE**  **S/W/MBE**  **OTHER**  \_\_\_\_\_

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09-27-19*

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **SUMMARY (Cont'd)**

### Adopting the Operations and Maintenance Budget for the 2020 Fiscal Year

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The 2020 Proposed Operations and Maintenance Budget anticipates total funding of \$111,022,281 from the following sources of funds:

- \$86,871,306 in user charge billings;
- \$10,400,000 in Milorganite® net revenue;
- \$1,000,000 in interest income;
- \$3,043,895 in other income;
- \$1,258,850 in Household Hazardous Waste Collection Program revenue;
- \$1,026,310 in Industrial Waste Pretreatment Program revenue; and
- \$5,221,920 in surplus from the 2018 budget applied.

In addition, the District anticipates making a \$300,000 contribution to the equipment replacement fund.

User charge billings of \$86,871,306 are 2.5% above the level in the 2019 Operations and Maintenance Budget.



## RESOLUTION

Adopting the Operations and Maintenance Budget for the 2020 Fiscal Year

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the 2020 Operations and Maintenance Budget, providing the total expenditures of \$111,022,281 to be funded by \$86,871,306 in user charge billings, \$10,400,000 in Milorganite<sup>®</sup> net sales, \$1,000,000 in interest income, \$3,043,895 in other income, \$1,258,850 in Household Hazardous Waste Collection Program revenue, \$1,026,310 in Industrial Waste Pretreatment Program revenue, and the return of \$5,221,920 from the 2018 Operations and Maintenance surplus, is hereby adopted, with a \$300,000 contribution to the equipment replacement fund anticipated.



**COMMISSION FILE NO:** 19-143-10      **DATE INTRODUCED:** October 14, 2019

**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:** Adopting the Capital Budget for the 2020 Fiscal Year

**SUMMARY:**

The Commission is asked to consider the 2020 Proposed Capital Budget. In accordance with Commission Policy 1-15.02, Capital Budget, the Commission is asked to approve the following three items:

1. Total Project Cost – The 2020 Proposed Capital Budget includes total project cost estimates totaling \$1,498,436,015 for 222 capital projects that are currently active in 2019 or expected to be active during 2020.
2. 2020 Annual Capital Budget – The 2020 Proposed Capital Budget anticipates capital project, capital program, and debt service expenditures of \$227,148,000. These expenditures will be funded from the property tax levy of \$101,853,000, federal and state aid and grants, proceeds from state loans, non-member billings, interest, other income, District bonds, and available funds on hand totaling \$162,388,000.
3. The Six-year Long-range Financing Plan – The Long-range Financing Plan estimates \$853,318,000 in capital project and capital program expenditures and \$656,428,000 in debt service expenditures for a combined total of \$1,509,746,000 in capital expenditures from 2020 through 2025. The capital expenditures are expected to be funded from \$675,591,000 in tax levies; \$182,618,000 in non-member billings; \$243,000,000 in District-issued general obligation bonds and notes; \$398,333,000 in state loans; \$17,984,000 in federal and state aid and grants; \$12,305,000 in interest and other income; and \$20,084,000 in additions to available funds on hand for a combined total of \$1,509,746,000.

**ATTACHMENTS:**    **BACKGROUND**     **KEY ISSUES**     **RESOLUTION**   
**FISCAL NOTE**     **S/W/MBE**     **OTHER**  2020 Proposed Capital Budget; 2020 Proposed Long-range Financing Plan; 2020 Total Project Cost List

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **SUMMARY (Cont'd)**

### Adopting the Capital Budget for the 2020 Fiscal Year

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#### **Total Project Cost Summary**

The total cost of projects included in the Executive Director's 2020 Proposed Capital Budget is \$1,498,436,015 for capital expenditures related to 222 capital projects. The total project cost includes the current estimate of total spending which may include prior expenditures and outyears' expenditures. Total project cost schedules for each capital account are summarized as follows:

\$398,461,148 for 92 projects in Water Reclamation Facilities;  
\$225,701,514 for 39 projects in Conveyance;  
\$709,602,109 for 57 projects in Watercourse and Flood Management; and  
\$164,671,244 for 34 projects in other projects.

#### **Annual Capital Budget Summary**

The Executive Director's 2020 Proposed Capital Budget of \$202,374,000 includes the following expenditures for capital projects and capital programs:

\$50,509,000 for Water Reclamation Facilities projects;  
\$13,045,000 for Conveyance projects;  
\$16,977,000 for Watercourse and Flood Management projects;  
\$34,992,000 for other projects; and  
\$111,625,000 for debt service.

Note, the sum of rounded components may not equal the total due to rounding.

\$6,323,000 in Debt Service Funds are available to pay 2020 general obligation debt service, reducing the required 2019 tax levy for 2020 purposes to \$101,853,000.

Sources of funds for the \$227,148,000 in capital budget expenditures in the 2020 fiscal year are as follows:

\$101,853,000 in tax levy;  
\$28,419,000 in non-member billings;  
\$49,024,000 in State Clean Water Fund loans;  
\$2,419,000 in federal and state aid and grants; and  
\$2,526,000 in interest and other income.

The 2020 Capital Budget also includes addition of \$37,093,000 to available funds. Total available capital funds on hand at the beginning of the 2020 fiscal year are estimated at \$41.7 million.

## BACKGROUND

### Adopting the Capital Budget for the 2020 Fiscal Year

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The proposed property tax levy for 2020 of \$101,853,000 represents a 1.75% increase over the tax levy for the 2019 Capital Budget. The proposed levy yields a rate of \$1.65 per \$1,000 of equalized property value for member communities, a decrease of 2.9% from the 2019 tax rate of \$1.69 per \$1,000 of equalized property value.

#### **Six-year Long-range Financing Plan Summary**

The 2020 Proposed Capital Budget Long-range Financing Plan achieves the District's financing objectives:

- Cash financing of at least 25%. From 2020 through 2025, an average of 25% of capital project expenditures are projected to be cash financed with the remaining 75% financed from debt.
- Outstanding debt no more than 2.5% of equalized value. In the Long-range Financing Plan, outstanding general obligation debt at year end is projected to increase from \$736.6 million at the end of 2019 to \$779.1 million at the end of 2020, estimated to be 1.23% of the District's equalized property value. After 2020, outstanding general obligation debt is projected to increase to \$883.2 million by the end of 2025, estimated to be 1.27% of the District's equalized property value.

In accordance with Commission Policy 1-15.02, Capital Budget, the Commission will be asked to approve the following three items:

1. **Total Project Cost** – Commission action on the total project cost approves the current estimate for the total project cost for each project active in 2019 and 2020. Inflation estimates, allowance accounts, capital programs, risk management program, financial planning, and debt service capital program support expenditures are not included, as they are ongoing capital expenditures without a discrete end date. The completion of the work in the total project cost estimate may span more than one year.
2. **The 2020 Annual Capital Budget** – Commission action on the Capital Budget sets the property tax levy and other sources of funds for the current year's capital expenditures.
3. **Six-year Long-range Financing Plan** – Commission action on the Long-range Financing Plan approves the financial plan for outyears' capital financing and capital expenditures for planning purposes.

## RESOLUTION

### Adopting the Capital Budget for the 2020 Fiscal Year

---

**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that the Executive Director's 2020 Proposed Capital Budget, setting forth:

- Total project cost estimates for 222 capital projects totalling \$1,498,436,015;
- Anticipated revenues and available funds of the District for capital purposes of \$162,388,000 and the anticipated capital expenditures of the District of \$227,148,000 resulting in a net local share of \$101,853,000 for the fiscal year ending December 31, 2020; and
- The Six-year Long-range Financing Plan, including \$853,318,000 in project expenditures and \$656,428,000 in debt service expenditures for a combined total of \$1,509,746,000 in capital expenditures from 2020 through 2025. The capital expenditures are expected to be funded from \$675,591,000 in tax levies; \$182,618,000 in non-member billings; \$243,000,000 in District-issued General Obligation bonds and notes; \$398,333,000 in state loans; \$17,984,000 in federal and state aid and grants; \$12,305,000 in interest and other income; and \$20,084,000 in additions to funds on hand for a combined total of \$1,509,746,000

is hereby adopted.

<b>ID</b>	<b>Project Title</b>	<b>Total Project Cost</b>
J01013	Preliminary Facility Electrical Upgrade	\$4,533,814
J01019	J1 Force Main Assessment	\$737,061
J01021	Grit Basin Equipment Replacement	\$2,685,154
J01023	Primary Clarifier 4 & 6 PSD Withdrawal Piping Replacement	\$959,843
J01024	Harbor Siphon Structures & Adjacent Asset Modifications	\$14,437,045
J01025	High & Low Level Screw Pump Replacement	\$3,123,574
J01026	Primary Clarifier 2 & 8 Withdrawal Piping Replacement	\$1,200,000
J01027	Primary Clarification, Sludge and Scum Pumping	\$306,110
J01028	Primary Clarifier Drive Improvements	\$1,509,500
J02011	Upgrade Secondary Clarifier Drain Valves	\$608,434
J02012	Aeration System Diffusers Replacement	\$3,732,595
J02013	East Plant RAS Header and Pump Replacement	\$1,904,735
J02015	Aeration Basin Concrete Rehabilitation	\$4,478,576
J04035	Greens Grade Train Replacement and Redundant Train Evaluation	\$5,387,386
J04037	Thickened Sludge Improvements	\$1,515,062
J04038	D&D Dryers Guillotine Gate Replacement	\$3,576,157
J04039	D&D Building Explosion Relief Panel Replacement	\$2,962,732
J04040	D&D Freight & Passenger Elevator Rehab	\$2,725,194
J04041	Milorganite Facilities Improvement - Phase III	\$5,616,823
J04046	D&D ID Fan Energy Conservation	\$1,458,127
J04047	Install Winches at Chaff Load out Bay	\$270,461
J04050	Dryer Feed and Discharge Screw Replacement	\$5,240,844
J04051	MRAB Feed Screw Replacements	\$595,612
J04052	Milorganite Facilities Improvements Phase IV	\$6,123,115
J04057	Dryer Exhaust Duct Header Replacement	\$4,066,662
J04060	Sludge Cake Transport & Feed Conveyors Replacement	\$7,900,984
J04061	D&D PLC 5 Upgrades	\$7,533,027
J04064	Chaff System Improvements	\$13,829,233
J04065	D&D First Stage Classification Equipment Replacement	\$9,903,519
J04066	Milorganite Dust Suppressant System Upgrades	\$716,499
J04067	D&D South Cake Loadout System	\$828,209
J04068	E/B Tank Odor Removal	\$877,900
J04070	Milorganite Facilities Improvements Phase V	\$1,545,554
J04072	Milo Transport and Silo Storage Equipment Replacement	\$5,793,440
J04074	Milorganite Packaging Facility	\$23,767,640
J06032	J1 Geotechnical Structural Analysis	\$1,481,634
J06050	J1 I&C Improvements	\$1,734,283
J06054	ISS Crane Rehabilitation	\$1,921,270
J06056	Turbine Extended Service Agreement	\$14,661,332
J06058	J1 Building Roof Replacement - Phase II	\$2,871,653
J06059	Gas Turbine Replacement - Phase II	\$19,692,870
J06061	Dryer Conversion for Additional LFG	\$7,594,095
J06062	Re-Commission GE Turbine #2	\$1,883

J06064	Gaseous Fire Suppression Systems	\$930,046
J06065	Rolling Stock & Other Equipment	\$7,469,992
J06066	Power System Improvements	\$1,636,740
J06068	JI & SS Network Optimizations	\$821,706
J06069	JI Building Roof Replacement - Phase 3	\$2,953,177
J06073	Harbor Siphons Area Settlement Mitigation	\$131,033
J06075	2018 JI Capital Equipment Rehabilitation/Replacement	\$8,004,741
J06076	Turbine Waste Heat Expansion Joint 12 & 13 Replacement	\$634,350
J06081	JI WRF Phase 1 MCC Replacements	\$5,074,290
J99003	Operator Contribution to CIP	\$300,000
S01009	Scum System Improvements	\$741,294
S01013	Primary Clarifier Rehabilitation	\$14,561,344
S01015	Grit Equipment Replacement	\$3,527,001
S02008	SS Capacity Improvements	\$6,632,294
S02012	Biological Phosphorous Removal	\$4,993,677
S02013	Aeration Galleries RAS Header Piping Rehab	\$6,680,909
S02014	Secondary Clarifier Idling Control	\$538,444
S02015	Aeration Basin Diffuser Replacement	\$26,939,646
S03002	SS Chloramination	\$715,679
S03003	Post-Secondary Capacity Improvements	\$1,994,934
S03004	Effluent Pump MCC and VFD Upgrade	\$992,541
S04010	Thickening Process Capacity Enhancements	\$2,596,442
S04012	Plate and Frame Press Upgrade	\$767,855
S04024	2019 Reference - Aeration Basin Concrete Rehab - Phase II	\$63,321
S04029	Digester Mixing II	\$4,704,289
S04030	Aeration Basin Concrete Rehab - Phase III	\$2,802,273
S04031	Digester Gas Treatment System	\$4,973,141
S04033	Aeration Basin Concrete Rehab - Phase IV	\$2,417,612
S04034	High Strength Waste Mixing Improvements	\$352,805
S04035	Digester 6 & 8 Mixer Replacement	\$2,695,066
S04036	Bldg. 383 HVAC Replacement	\$526,103
S06019	Replace W3 Flushing Water Pumps	\$1,444,107
S06022	Building 326 Site Improvements	\$763,682
S06027	Tunnels Concrete Rehabilitation	\$4,144,126
S06028	Central Control Building H2S Removal System	\$1,425,525
S06029	Med Voltage Switchgear Replacement	\$3,913,998
S06032	SS Rolling Stock & Other Equipment	\$3,823,964
S06033	Upgrade Medium & Low Voltage MCC's	\$3,451,234
S06034	Building Roof Replacement Phase III	\$2,289,444
S06036	Gas Compressor 5 DG Enhancements	\$246,302
S06038	2018 SS Capital Equipment Rehabilitation/Replacement	\$8,407,092
S06039	Building Roof Replacement Phase IV	\$2,012,074
S06040	SS Network Optimization	\$443,812
S06043	SS Buffer Zone	\$156,380

P01003	Interplant Pipeline Improvements at South Shore	\$2,674,713
P01005	Interplant Pipeline Improvements - Phase II	\$22,545,260
P01006	Replace IPS Pipes within South Shore WRF Property	\$5,024,511
P02003	LFG Pipeline Pigging Station	\$2,602,685
P02004	Landfill Gas System - Metro Landfill	\$12,509,854
	<b>Total Reclamation Facilities</b>	<b>\$398,461,148</b>



<b>ID</b>	<b>Project Title</b>	<b>Total Project Cost</b>
C01006	150" MIS Preliminary Engineering	\$974,858
C02008	Force Main Rehabilitations	\$1,996,215
C02009	Hydrogen Sulfide & Odor Mitigation Study	\$1,272,591
C02010	Force Main Franklin Muskego Rehabilitation Project	\$1,248,086
C02011	Force Main Greenfield Park Rehabilitation Project	\$2,536,205
C02012	10th Avenue MIS Lateral Reconstruction	\$98,958
C02013	Oak Creek Southwest MIS Extension	\$14,529,000
C03009	107th St. MIS Improvement	\$628,488
C04002	Honey Creek MIS Rehab	\$3,141,215
C04003	Roosevelt Drive MIS Rehab	\$7,134,020
C04005	Martha Washington/Highlands MIS Rehab	\$4,880,824
C04010	Mill/Green Bay/Green Tree MIS Relief	\$52,510,327
C04011	Martha Washington Dr. MIS Segment Rehabilitation	\$331,038
C04013	Brown Deer Road Sewer	\$2,353,986
C05041	CMIS - Basin H PCB Remediation and Rehabilitation (C016)	\$7,538,283
C05044	Estabrook Park MIS Rehab	\$10,612,630
C05051	Edgewood MIS Extension	\$11,549,137
C05053	River Road MIS & Glendale Sewer	\$17,725,981
C05055	BS0503 Facility Upgrades	\$138,431
C06017	South 6th Street & Warnimont MIS Rehab	\$20,774,610
C06018	Oklahoma Ave MIS Rehab	\$9,543,641
C06022	Rehabilitate Structures - 4th & Scott/7th & Scott	\$326,968
C07035	Mitchell Park PCB Sewer Improvements	\$3,514,845
C07036	Siphons Improvements	\$1,900,761
C07037	South Shore Force Main Assessment	\$989,424
C98044	MIS Abandonment	\$1,183,864
C98047	Access Hatch Covers	\$3,233,545
C98048	Gravity Overflow Conversion to Pump Overflow	\$6,786,525
C98052	Miscellaneous Sewer Rehab	\$438,919
C98053	Conveyance Gate Rehab, Phase 4	\$2,933,712
C98054	Force Main Cathodic Protection	\$770,393
C98055	Conveyance Equipment Replacement	\$600,000
C98056	Conveyance System Modeling Software Improvements	\$2,512,559
C98060	SSO Elimination Study	\$138,810
I03008	CSO102 Rehabilitation - Humbolt	\$1,333,845
I03011	Outfall Backflow Prevention	\$991,218
I06001	NS12 Collector System Improvements	\$18,420,664
K01012	Conveyance SCADA Upgrade	\$8,085,694
I98003	Miscellaneous Outfall Improvements	\$21,244
	<b>Total Conveyance Projects</b>	<b>\$225,701,514</b>

<b>ID</b>	<b>Project Title</b>	<b>Total Project Cost</b>
W10001	Milwaukee River Flood Mgt	\$48,900,919
W10002	Estabrook Dam Removal	\$2,330,001
W10004	Milwaukee River Planning Study – Capitol to Bender	\$890,390
W11030	E - North 30th Street Corridor Wet Weather Relief - East	\$15,161,929
W11031	W - North 30th Street Corridor Wet Weather Relief - West	\$43,127,917
W13002	Indian Creek Improvements	\$304,253
W15001	Beaver Creek Flood Management	\$3,158,948
W16001	Milwaukee River Lake Estuary Study	\$341,787
W20018	Concordia Avenue	\$5,072,941
W20021	Menomonee River Stream Management - CR	\$5,576,243
W20023	Phase II Menomonee River Stream Mgt	\$3,150,067
W20027	Western Milwaukee Phase 2A	\$2,164,464
W20028	Western Milwaukee Phase 2B	\$30,277,061
W20029	Western Milwaukee Real Estate & Environmental Assessment	\$10,989,011
W20031	Memonomee River Estuary Study	\$284,553
W21006	Phase II - Underwood Creek Reach 1, Phase II - CR	\$7,213,183
W21007	Underwood Creek Reach 2 - CR	\$21,000,000
W22001	Underwood Creek S. Branch, Reach 1 - CR	\$17,969,914
W22002	Underwood Creek S. Branch, Reach 2 - CR	\$14,096,509
W24002	Honey Creek Reach 6 - CR	\$12,705,637
W24003	Honey Creek Reach 5 - CR	\$14,801,839
W24004	Honey Creek Reach 4 - CR	\$12,158,646
W24005	Honey Creek Watercourse Mgmt. Plan & BMPs	\$326,011
W24006	Honey Creek USACE Habitat Improvement Feasibility Study	\$700,001
W24007	Honey Creek Reach 2 - CR	\$14,950,025
W24010	State Fair Culvert Preliminary Engineering	\$243,813
W28001	Schoonmaker Creek	\$10,548,730
W28002	Daylighting Schoonmaker Creek	\$5,134,238
W29001	Menomonee River Lake Estuary Study	\$42,439
W29002	Burnham Canal	\$7,871,769
W34002	Phase 2 Root River W. Branch Flood Management Study	\$49,913
W35003	Lower Whitnall Park Creek Flood Mgt II	\$116,344
W39002	Hale Creek Flood Management	\$136,971
W40002	KK River Real Estate Decon./Demo. & Pulaski Park	\$35,162,281
W40007	KK River Reach 3 - CR	\$14,100,860
W40008	KK River S. 6th to S. Chase Flood Mgt	\$5,729,894
W40009	Jackson Park	\$44,829,272
W40010	KK River Watershed	\$4,535,501
W40011	KK River I-94 to Becher	\$18,646,148
W40012	KK River - 6th to 16th St.	\$45,837,728
W40013	KK River - Railroad to 27th St.	\$32,503,969
W40014	KK River - 43rd St. Bridge Replacement	\$2,453,295
W40016	KK River Sewer Modifications	\$3,724,621

W41001	KK River Flood Management - Lyons Creek (W026)	\$14,807,870
W41003	Lyons Park Creek Streambank Stabilization	\$640,679
W42003	43rd Street Ditch Reach 1 - CR	\$28,234,580
W43003	Villa Mann Creek Tributary Culvert Improvement	\$3,712,706
W45002	Wilson Park Creek Reach 3 - CR	\$30,111,892
W45003	Wilson Park Creek Reach 2 - CR	\$41,903,492
W45004	Wilson Park Creek Reach 4 - CR	\$8,966,688
W45005	Wilson Park	\$38,078,775
W50005	Oak Creek Flood Management - Floodproofing/Acquisition	\$8,372,091
W50006	Oak Creek Watershed Restoration Plan	\$343,396
W61002	Fish Creek Flood Acquisitions	\$119,060
W91001	Phase II Corridor & SEWRPC Studies	\$2,783,814
W96001	Fresh Coast Implementation	\$7,213,117
W97003	GMRCPP - Greater Milwaukee Regional Conservation Partnership Program	\$4,993,915
	<b>Total Watercourse Projects</b>	<b>\$709,602,109</b>

<b>ID</b>	<b>Project Title</b>	<b>Total Project Cost</b>
G98002	Fresh Coast Green Solutions Phase 2	\$3,029,205
G98004	Fresh Coast Implementation Phase 2	\$14,885,327
G98011	Alternative Project Delivery / Community-Based GI	\$20,000,000
G98012	Urban Tree System to Address Climate Change	\$600,462
G98013	National Fish & Wildlife Foundation Funding Partnership	\$1,342,624
G98015	USACE GI Combined Sewer Service Area Plan	\$905,500
M01007	KK River Flushing Station Improvements	\$15,865,989
M01023	Wharf Wall Improvements	\$1,620,992
M01026	HQ & Lab Heat & Power Generation System	\$165,997
M01029	HQ Wharf Wall System Restoration	\$2,094,468
M01032	N. 44th Street Property Restoration (Miller Park Area)	\$2,200,000
M01033	4044 N. 31st Street Demolition/Deconstruction	\$1,066,492
M01034	HQ Parking Lot Solar Powered Electric Vehicle Charging Stations	\$675,908
M01037	HQ and Lab Facility Improvements	\$3,044,110
M01038	Water Quality Equipment Procurement	\$294,000
M01040	13th Street Upgrades	\$168,219
M03016	Post 2020 FP Implementation Evaluation & Planning	\$29,434,535
M03029	Water Quality Studies	\$5,896,310
M03036	Continuous Water Quality Monitoring Stations	\$319,248
M03043	Greenhouse Gas Planning Study	\$1,462,693
M03051	Alternative Energy Planning	\$504,463
M03059	TMDL Studies	\$2,842,884
M03064	Fresh Coast Green Solutions	\$6,337,580
M03088	Corridor Study, Phase 5	\$2,418,607
M03091	Ad Hoc Water Quality Studies 2017-2021	\$1,492,343
M03092	2050 Facility Plan's Regional Resiliency Plan	\$787,514
M03098	Monitoring for Capital Project Development and Support	\$15,744,521
M03102	Biosolids Advanced Facility Planning	\$782,022
M03037	2050 Facilities Planning - Ultimate Build-out	\$12,805,850
M10004	PPI/I Implementation Phase 2 (Labor)	\$4,959,089
M10006	PPII Research and Development	\$3,536,946
M06011	Information Technology Software Systems	\$814,674
M06013	Capital Program Management System	\$1,572,672
M06016	Enterprise Resource Management System Implementation	\$5,000,000
	<b>Total Other Projects/Programs</b>	<b>\$164,671,244</b>

# 2020 Capital Budget

## Long-Range Financing Plan

(Dollars in thousands)

	Estimate 2019	Six-Year Capital Improvements Program						Six-Year Total
		2020	2021	2022	2023	2024	2025	
<b>Beginning balance</b>	\$90,340	\$41,704	\$78,797	\$32,155	\$79,269	\$43,227	\$88,851	
<b>Add</b>								
Tax levy	100,102	\$101,853	\$105,928	\$110,165	\$114,571	\$119,154	\$123,920	\$675,591
Non-member Billings	29,992	\$28,419	\$28,780	\$27,026	\$29,047	\$31,890	\$37,456	\$182,618
Interest & other	4,073	\$2,526	\$2,370	\$1,207	\$2,321	\$1,401	\$2,481	\$12,305
Federal and State Aid	4,107	\$2,419	\$2,479	\$2,414	\$2,511	\$2,611	\$5,550	\$17,984
CWF Loans	21,892	\$49,024	\$65,587	\$61,170	\$71,678	\$81,274	\$69,599	\$398,333
District Bonds/Notes	0	\$80,000	\$0	\$94,000	\$0	\$69,000	\$0	\$243,000
<b>Total revenues</b>	<b>\$160,256</b>	<b>\$264,241</b>	<b>\$205,143</b>	<b>\$295,982</b>	<b>\$220,129</b>	<b>\$305,330</b>	<b>\$239,006</b>	<b>\$1,529,831</b>
<b>Use of (Additions to)</b>								
available funds	\$48,637	(\$37,093)	\$46,642	(\$47,114)	\$36,042	(\$45,624)	\$27,063	(\$20,084)
<b>Total sources</b>	<b>\$208,893</b>	<b>\$227,148</b>	<b>\$251,785</b>	<b>\$248,867</b>	<b>\$256,171</b>	<b>\$259,706</b>	<b>\$266,069</b>	<b>\$1,509,746</b>
<b>Less</b>								
Water Reclamation Facilities	46,832	\$50,509	\$50,136	\$47,146	\$48,856	\$54,594	\$61,755	\$312,997
Conveyance Facilities	7,462	\$13,045	\$28,476	\$25,249	\$30,657	\$32,556	\$33,555	\$163,538
Watercourse & Flood Mgmt	26,220	\$16,977	\$27,671	\$36,847	\$37,143	\$36,606	\$31,987	\$187,232
Other Projects/Programs	19,190	\$34,992	\$29,236	\$38,418	\$35,970	\$27,284	\$23,651	\$189,551
<b>Projects / Programs</b>	<b>\$99,705</b>	<b>\$115,523</b>	<b>\$135,519</b>	<b>\$147,661</b>	<b>\$152,626</b>	<b>\$151,041</b>	<b>\$150,948</b>	<b>\$853,318</b>
Existing GO debt service	35,104	\$34,931	\$34,984	\$27,601	\$22,424	\$22,425	\$22,449	\$164,814
Existing CWFL debt service	72,392	\$73,042	\$70,181	\$56,493	\$54,986	\$54,060	\$51,807	\$360,568
Other Debt Service	1,692	\$1,692	\$1,691	\$1,691	\$1,691	\$1,690	\$1,690	\$10,145
Future CWFL Debt Service	0	\$501	\$3,704	\$7,766	\$11,730	\$16,343	\$21,317	\$61,360
Future GO debt service	0	\$1,460	\$5,706	\$7,656	\$12,714	\$14,146	\$17,859	\$59,541
<b>Debt service</b>	<b>\$109,188</b>	<b>\$111,625</b>	<b>\$116,266</b>	<b>\$101,206</b>	<b>\$103,545</b>	<b>\$108,664</b>	<b>\$115,121</b>	<b>\$656,428</b>
<b>Total uses</b>	<b>\$208,893</b>	<b>\$227,148</b>	<b>\$251,785</b>	<b>\$248,867</b>	<b>\$256,171</b>	<b>\$259,706</b>	<b>\$266,069</b>	<b>\$1,509,746</b>
<b>Ending balance</b>	\$41,704	\$78,797	\$32,155	\$79,269	\$43,221	\$88,851	\$61,788	
<b>Tax rate / \$1000</b>	\$1.69	\$1.65	\$1.68	\$1.71	\$1.74	\$1.78	\$1.81	
<b>% Change in Tax Levy</b>	0.0%	1.75%	4.0%	4.0%	4.0%	4.0%	4.0%	
<b>Annual % cash financing</b>	0%	-12%	52%	-5%	53%	1%	54%	25.0%
<b>G.O. debt at year-end</b>	\$736,625	\$779,129	\$753,730	\$833,782	\$829,308	\$899,363	\$883,223	
<b>Debt as % of Eq. Value</b>	1.22%	1.23%	1.17%	1.27%	1.24%	1.32%	1.27%	

### Notes

- 2020 beginning balance is net of \$42.2M reserved for municipal capital reimbursement programs: Private Property I/I and Green Solutions.
- Tax levy growth limited to 1.75% for 2020 and 4% thereafter. To achieve tax rates shown, available working capital is placed in a debt service fund to abate the tax levy as necessary.
- Change in District equalized value determined in 2019 for use in 2020 is 4.8% and averages 2.5% thereafter; and non-member in 2019 for use in 2020 is at an average 5.26% and 3.4% thereafter.
- Investment of available funds at 2.5% interest rate.
- Future District bond issues structured as 20-year level debt service at 3.65% in 2020 and increasing to 4.15% through 2024.
- Future Clean Water Fund Loan debt service assumed at 55% of District bond rate, or 2.01% to 2.28% from 2020 through 2025.

## 2020 Capital Budget Summary of Revenues and Expenditures (in thousands)

	2018 Actual	2019 Adopted Budget	2019 Estimate	2020 Capital Budget	Change from 2019 Budget	% Change from 2019 Budget
<b>Revenues</b>						
Tax Levy	98,380	100,102	100,102	101,853	1,751	1.75%
Non-member Communities	30,669	30,146	29,992	28,419	(1,727)	-5.7%
Interest and Other Income	4,081	1,249	4,073	2,526	1,277	102.2%
Federal and State Aid	2,871	1,631	4,107	2,419	788	48.3%
CWFL Loans	19,735	31,514	21,892	49,024	17,510	55.6%
District Bonds and Notes	-	0	0	80,000	80,000	0.0%
<b>Total Revenues</b>	<b>155,736</b>	<b>164,642</b>	<b>160,256</b>	<b>264,241</b>	<b>99,599</b>	<b>60.5%</b>
<b>Available Funds</b>						
Use of (Additions to) Available Funds	18,616	37,733	48,637	(37,093)	(74,826)	-198.3%
<b>Total Revenues and Available Funds</b>	<b>\$174,352</b>	<b>\$202,375</b>	<b>\$208,893</b>	<b>\$227,148</b>	<b>\$24,773</b>	<b>12.2%</b>
<b>Expenditures</b>						
<b>Capital Program Group</b>						
Water Reclamation Facilities	29,805	44,898	46,832	50,509	5,611	12.5%
Conveyance Facilities	5,310	8,055	7,462	13,045	4,990	62.0%
Watercourse and Flood Management Projects	12,310	14,534	26,220	16,977	2,443	16.8%
Other Projects	15,391	25,388	19,190	34,992	9,604	37.8%
<b>Total Capital Program Group Expenses</b>	<b>62,816</b>	<b>92,875</b>	<b>99,705</b>	<b>115,523</b>	<b>22,648</b>	<b>24.4%</b>
<b>Debt Services Payments</b>						
From Tax Levy and Available Funds	85,221	103,106	102,795	105,302	2,196	2.1%
Reserved in Debt Service Fund	26,315	6,393	6,393	6,323	(70)	-1.1%
<b>Debt Service</b>	<b>111,536</b>	<b>109,499</b>	<b>109,188</b>	<b>111,625</b>	<b>2,126</b>	<b>1.94%</b>
<b>Total Expenditures</b>	<b>\$174,352</b>	<b>\$202,375</b>	<b>\$208,893</b>	<b>\$227,148</b>	<b>\$24,773</b>	<b>12.2%</b>
<b>Tax Rate per \$1,000 of Equalized Value</b>	<b>\$1.73</b>	<b>\$1.69</b>	<b>\$1.69</b>	<b>\$1.65</b>	<b>(\$0.04)</b>	<b>-2.9%</b>

Note: The sum of rounded components may not equal the total due to rounding. 2019 Estimate is as of Q2.



**COMMISSION FILE NO:** 19-144-10 **DATE INTRODUCED:** October 14, 2018

**INTRODUCED BY:** Executive Director

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

**RELATING TO:** Levying of Taxes for the Milwaukee Metropolitan Sewerage District Capital Purposes for the 2020 Fiscal Year

**SUMMARY:**

The Commission is requested to adopt the 2019 tax levy to fund the 2020 Capital Budget, pursuant to Sec. 200.55(6), Stats.

The proposed tax levy of \$101,853,429 will fund District general obligation debt service payments for District-issued bonds and Clean Water Fund Program loans in 2020. The proposed tax levy is consistent with the Executive Director's proposed 2020 Capital Budget, resulting in a tax rate of \$1.65 per \$1,000 of equalized property value, an increase of 1.75% over the prior year's tax levy.

A two-thirds majority vote of all Commissioners is required to adopt the levy.

**ATTACHMENTS:** **BACKGROUND**  **KEY ISSUES**  **RESOLUTION**   
**FISCAL NOTE**  **S/W/MBE**  **OTHER**  \_\_\_\_\_

*PFP\_2020\_LevingTaxesCapitalPurposes\_legislative\_file.docx  
09-27-19*

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## RESOLUTION

### Levying of Taxes for the Milwaukee Metropolitan Sewerage District Capital Purposes for the 2020 Fiscal Year

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**RESOLVED**, by the Milwaukee Metropolitan Sewerage Commission, that, to finance the acquisition, extension, planning, design, construction, adding to or improvement of land, waters, property, or facilities for sewerage purposes and to pay principal and interest on bonds and notes as provided in the 2020 fiscal year capital budget of the District, there is hereby levied upon all taxable property in the District (as equalized for State purposes), pursuant to Sec. 200.55(6), Stats., a non-repealable, direct annual tax in an amount totaling \$101,853,429, which sum is sufficient for the purposes listed below, and which shall be carried on to the tax roll of each city, town, or village wholly or partially within the boundaries of the District and collected in addition to all other taxes and in the same manner and at the same time, all as provided by law and which tax shall be in addition to all other State taxes:

- a. \$34,931,000 for debt service coming due in 2020 on outstanding general obligations of the District that were publicly offered (for which a non-repealable direct annual tax has previously been levied by the Commission) less amounts recorded in the debt service fund created for those general obligations; and
- b. \$73,042,000 for debt service coming due in 2020 on outstanding general obligations of the District that were sold to the State of Wisconsin Clean Water Fund Program (for which a non-repealable direct annual tax has previously been levied by the Commission) less amounts recorded in the debt service fund created for those general obligations; and
- c. \$1,460,000 for debt service coming due in 2020 on new anticipated general obligations of the District to be issued in 2020; and
- d. \$501,000 for debt service coming due in 2020 on new anticipated general obligations of the District to be sold to the State of Wisconsin Clean Water Fund Program.





**COMMISSION FILE NO:** 19-145-10                      **DATE INTRODUCED:** October 14, 2019

**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 \$13,612,205 in general obligation notes to finance two capital projects. These loans are included in the Milwaukee Metropolitan Sewerage District 2019 Capital Budget.

Approval of the attached sale resolutions will enable the District to finance project expenditures over a 20-year period with two CWFP loans. The District will save an estimated \$1,109,418 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 2.35%).

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 securities.

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\_3251\_3253\_legislative\_file.docx  
09-27-19*

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SUMMARY (Cont'd)**

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 \$13,612,205 in general obligation notes as security for two CWFPS loans for the following project:

<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>
2019D	3251-01	P01005	Interplant Pipeline Improvements - Phase I	7,397,308	1.65%
2019E	3253-01	J06061	Dryer Conversion for Additional Landfill Gas	6,214,897	1.65%
			Total	<u>\$13,612,205</u>	

District projects undertaken to maintain permit compliance are eligible for 20-year loans from the CWFPS 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 CWFPS 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>
2019	\$ -	\$ -	\$ -
2020 - 2024	2,524,985	1,033,048	3,558,033
2025 - 2039	11,087,220	1,427,872	12,515,092
Total	<u>\$ 13,612,205</u>	<u>\$ 2,460,920</u>	<u>\$ 16,073,125</u>

The District will save an estimated \$1,109,418 in interest costs over the 20-year period of debt repayment by obtaining low interest financing from the CWFPS as compared to issuing its own debt (1.65% versus 2.35%).

On the date of closing and including these two loans, the District's outstanding general obligation debt is anticipated to be \$765,922,909 which is 1.21% 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

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Each financial assistance agreement (FAA) for a CFWP 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. The 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 a sale of general obligation bonds or notes to finance capital projects and provides for the collection of a direct 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 sale 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 2019 Capital Budget and long-range financing plan.
- Authorize the District to sell up to \$13,612,205 of notes for the CFWP to the State of Wisconsin in accordance with the terms and conditions of the FAA's.
- 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 CFWP 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

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

**WHEREAS**, the Commission intends to authorize, sell and issue general obligation sewerage system promissory notes for the Clean Water Fund Program project as described below; and

**WHEREAS**, the 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 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 \$7,397,308 General Obligation Sewerage System Promissory Notes, Series 2019D, Levying Taxes for the Payment Thereof, and All Related Details" for Clean Water Fund Program Project Number 3251-01, consisting of replacements and improvements to valves and piping within the Interplant Sludge System pump stations, junction structures, and receiving stations at the Jones Island and South Shore facilities and includes ancillary structural, heating, ventilation, and air conditioning, electrical, and controls work.
2. "A Resolution Authorizing and Providing for the Sale and Issuance of up to \$6,214,897 General Obligation Sewerage System Promissory Notes, Series 2019E, Levying Taxes for the Payment Thereof, and All Related Details" for Clean Water Fund Program Project Number 3253-01, consisting of upgrades to the Milorganite Dryer Burners at the Jones Island facility, which includes the installation of 600 feet of 12-inch high density polyethylene gas pipe between the landfill gas metering facility and the Jones Island facility, installation of landfill gas piping inside Jones Island facility and new burner systems capable of burning landfill gas and natural gas, and demolition of existing fuel oil firing components, equipment, piping, and controls.

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**A Resolution Authorizing and Providing for the Sale and Issuance of up to  
\$7,397,308 General Obligation Sewerage System Promissory Notes, Series 2019D,  
Levying Taxes for the Payment Thereof,  
and All Related Details**

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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 replacements and improvements to valves and piping within the Interplant Sludge System pump stations, junction structures, and receiving stations at the Jones Island and South Shore facilities and includes ancillary structural, HVAC, electrical, and controls work (collectively, the “**Project**”).

2. The Project has been assigned Clean Water Fund Program Project No. 3251-01 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-2019-0081 dated May 28, 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 \$7,397,308 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2019D 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 \$7,397,308 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2019D, which will be issued pursuant to this resolution.

**“Original Issue Date”** means November 13, 2019.

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

**“Purchase Price”** means up to \$7,397,308.

**“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 \$7,397,308. 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 2019D.” 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 May 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, 2022, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to Exhibit A. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

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

**Section 5. Fiscal Agent.**

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

**Section 6. Redemption.**

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

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

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

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

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



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

*Notice of Redemption.* So long as the CWFPP 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 CWFPP 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 at the time of their delivery.

**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>
2019	\$117,987.06	2029	\$475,011.72
2020	122,055.58	2030	474,956.43
2021	475,422.90	2031	474,900.23
2022	475,374.40	2032	474,843.11
2023	475,325.10	2033	474,785.04
2024	475,274.98	2034	474,726.00
2025	475,224.04	2035	474,666.00
2026	475,172.25	2036	474,605.02
2027	475,119.62	2037	474,543.02
2028	475,066.11	2038	474,480.00

**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 at the time of delivery of the Obligations and the premium, if any, paid to the Issuer by the CWFPP 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: October 28, 2019.

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Kris Martinsek  
Commission Chairperson

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Anna Kettlewell  
Commission Secretary

EXHIBIT A  
FORM OF OBLIGATION

STATE OF WISCONSIN  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

No. R-1

Registered  
\$7,397,308

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE,  
SERIES 2019D

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
1.65%	May 1, 2039	November 13, 2019	None

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

PRINCIPAL AMOUNT: SEVEN MILLION THREE HUNDRED NINETY SEVEN THOUSAND THREE HUNDRED EIGHT 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 May 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 \$7,397,308, 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 October 28, 2019, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of up to \$7,397,308 General Obligation Sewerage System Promissory Notes, Series 2019D, 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, 2022, 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 15<sup>th</sup> 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 irrevocable 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: \_\_\_\_\_  
Kris Martinsek  
Commission Chairperson

[SEAL]

And: \_\_\_\_\_  
Anna Kettlewell  
Commission Secretary

Certificate of Authentication

Dated: November 13, 2019

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

\$7,397,308

Milwaukee Metropolitan Sewerage District, Wisconsin  
General Obligation Sewerage System Promissory Notes, Series 2019D

<u>Amount of Principal Drawn</u>	<u>Draw Date</u>	<u>Amount of Principal Repaid</u>	<u>Principal Outstanding After Repayment</u>
\$ _____	_____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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## SCHEDULE 2

### PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2022	\$356,306.85
May 1, 2023	362,185.91
May 1, 2024	368,161.98
May 1, 2025	374,236.65
May 1, 2026	380,411.56
May 1, 2027	386,688.35
May 1, 2028	393,068.71
May 1, 2029	399,554.34
May 1, 2030	406,146.99
May 1, 2031	412,848.41
May 1, 2032	419,660.41
May 1, 2033	426,584.81
May 1, 2034	433,623.46
May 1, 2035	440,778.24
May 1, 2036	448,051.08
May 1, 2037	455,443.93
May 1, 2038	462,958.75
May 1, 2039	470,597.57

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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(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

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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.

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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 October 28, 2019, 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 \$7,397,308. It is anticipated that the closing of this note financing will be held on or about November 13, 2019. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the Commission Secretary of the Milwaukee Metropolitan Sewerage District, at 260 West Seeboth Street, Milwaukee, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: \_\_\_\_\_, 20\_\_

/s/ Anna Kettlewell  
Commission Secretary

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**A Resolution Authorizing and Providing for the Sale and Issuance of up to  
\$6,214,897 General Obligation Sewerage System Promissory Notes, Series 2019E,  
Levying Taxes for the Payment Thereof,  
and All Related Details**

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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 upgrades to the Milorganite Dryer Burners at the Jones Island facility, which includes the installation of 600 feet of 12 inch HDPE gas pipe between the landfill gas metering facility and the Jones Island facility, installation of landfill gas piping inside Jones Island facility and new burner systems capable of burning landfill gas and natural gas, and demolition of existing fuel oil firing components, equipment, piping, and controls (collectively, the “**Project**”).

2. The Project has been assigned Clean Water Fund Program Project No. 3253-01 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-2019-0140 dated June 4, 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 \$6,214,897 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2019E 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 \$6,214,897 Milwaukee Metropolitan Sewerage District, Wisconsin General Obligation Sewerage System Promissory Notes, Series 2019E, which will be issued pursuant to this resolution.

**“Original Issue Date”** means November 13, 2019.

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

**“Purchase Price”** means up to \$6,214,897.

**“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 \$6,214,897. 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 2019E.” 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 May 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, 2022, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2 to Exhibit A. The repayment schedule has been calculated by the State assuming the full principal amount of the Obligations has been drawn by the Issuer on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual principal amounts drawn by the Issuer. The principal amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of the Obligations plus current payments of interest (but only on amounts drawn) at the interest rate set forth above shall result in equal annual payments of the total of principal of and interest due on the Obligations. The State shall record such draws of principal and principal repayments in the format shown on the attached Schedule 1 to Exhibit A.

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

**Section 5. Fiscal Agent.**

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

**Section 6. Redemption.**

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

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

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

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

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

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

*Notice of Redemption.* So long as the CWFPP 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 CWFPP 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 at the time of their delivery.

**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>
2019	\$ 99,127.61	2029	\$ 399,084.22
2020	102,545.80	2030	399,037.77
2021	399,429.67	2031	398,990.56
2022	399,388.93	2032	398,942.56
2023	399,347.51	2033	398,893.77
2024	399,305.41	2034	398,844.18
2025	399,262.60	2035	398,793.78
2026	399,219.09	2036	398,742.54
2027	399,174.87	2037	398,690.44
2028	399,129.92	2038	398,637.50

**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 at the time of delivery of the Obligations and the premium, if any, paid to the Issuer by the CWFPP 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: October 28, 2019.

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Kris Martinsek  
Commission Chairperson

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Anna Kettlewell  
Commission Secretary



EXHIBIT A  
FORM OF OBLIGATION

STATE OF WISCONSIN  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

No. R-1

Registered  
\$6,214,897

GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTE,  
SERIES 2019E

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
1.65%	May 1, 2039	November 13, 2019	None

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

PRINCIPAL AMOUNT: SIX MILLION TWO HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED NINETY SEVEN 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 May 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 \$6,214,897, 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 October 28, 2019, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of up to \$6,214,897 General Obligation Sewerage System Promissory Notes, Series 2019E, 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, 2022, 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 15<sup>th</sup> 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 irrevocable 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: \_\_\_\_\_  
Kris Martinsek  
Commission Chairperson

[SEAL]

And: \_\_\_\_\_  
Anna Kettlewell  
Commission Secretary

Certificate of Authentication

Dated: November 13, 2019

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

\$6,214,897

Milwaukee Metropolitan Sewerage District, Wisconsin  
General Obligation Sewerage System Promissory Notes, Series 2019E

<u>Amount of Principal Drawn</u>	<u>Draw Date</u>	<u>Amount of Principal Repaid</u>	<u>Principal Outstanding After Repayment</u>
\$ _____	_____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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## SCHEDULE 2

### PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2022	\$ 299,353.54
May 1, 2023	304,292.88
May 1, 2024	309,313.71
May 1, 2025	314,417.39
May 1, 2026	319,605.27
May 1, 2027	324,878.76
May 1, 2028	330,239.26
May 1, 2029	335,688.21
May 1, 2030	341,227.06
May 1, 2031	346,857.31
May 1, 2032	352,580.46
May 1, 2033	358,398.03
May 1, 2034	364,311.60
May 1, 2035	370,322.74
May 1, 2036	376,433.07
May 1, 2037	382,644.22
May 1, 2038	388,957.84
May 1, 2039	395,375.65

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

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(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

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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.

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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 October 28, 2019, 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 \$6,214,897. It is anticipated that the closing of this note financing will be held on or about November 13, 2019. 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





**COMMISSION FILE NO:** 19-146-10 **DATE INTRODUCED:** October 14, 2019

**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 Job Content Values and Job Titles

**SUMMARY:**

Policy, Finance, and Personnel Committee approval is required for changes in job content values and job titles as a result of changes in position responsibilities, organizational changes affecting job duties, or to establish a job content value for newly created positions. Based on the District’s process of evaluating positions, the Job Content Committee convened to evaluate District positions as a part of a comprehensive compensation study. Using established methodology and lead by the Carlson-Dettmann consultant, the following changes are recommended to job content values (points and pay grade) and/or job titles:

<b>Current Title</b>	<b>Recommended Title</b>	<b>Current points/grade</b>	<b>Recommended points/grade</b>
Administrative Assistant Legal	Same	437/8	496/9
Director of Information Systems	Same	1038/17	1114/18
SWMBE Coordinator	Supplier Diversity Specialist	546/10	586/11
Management & Budget Analyst III	Same	663/12	709/13
CAD Coordinator	Same	466/8	496/9
Information Governance Manager	Same	707/13	765/14
Director of Legal Services	Same	1435/20	1334/19
<b>New Position – 2020 Budget</b>			
Real Estate Specialist II	NA	NA	739/13
Marketing Manager	NA	NA	729/13
Milorganite® Operations Manager	NA	NA	749/13

**ATTACHMENTS:** BACKGROUND  KEY ISSUES  RESOLUTION   
 FISCAL NOTE  S/W/MBE  OTHER  \_\_\_\_\_

*PPF\_JobContentJobTitles\_legislative\_file.docx  
 09-27-19*

**COMMITTEE ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**COMMISSION ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## KEY ISSUES

### Approval of Job Content Values and Job Titles

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The job content values and job titles recommended are based upon an objective review of positions by the District's Job Content Evaluation Committee utilizing the Carlson-Dettmann rating system. The Committee evaluates positions using a point factor system that assigns points in the categories of Formal Preparation and Experience, Decision Making, Thinking Challenges and Problem Solving, Interactions and Communications, and Work Environment.

Administrative Assistant Legal: The position is responsible for delivering executive level administrative support to the Executive Director as well as the Director of Legal Services. A review of the position determined an increase in decision making as well as thinking and problem solving as a result of additional duties that were assigned in support of the Executive Director's Office. The position is recommended at 496 points, pay grade 9.

Director of Information Systems: The position exists to lead and set technology for the District by managing and directing the Information Services Division and Records department. The position was reviewed to determine the impact of the inclusion of the Records department within the Information Services Division. It is recommended that, due to an increase in decision making as well as interactions and communications, the position is reclassified at 1114 points, pay grade 18.

SWMBE Coordinator: The position is responsible for implementing the District's Small/Women/Minority/Veteran-owned Business Enterprise (SWMBE) program. The position ensures that local workers have the opportunity to compete for a share of the District's expenditures for goods, services, contracts, and professional services. A review of the position determined an increase in formal preparation and experience as well as decision making. The new position title of Supplier Diversity Specialist more accurately reflects the duties of the position. It is recommended that the position be reclassified at 586 points, pay grade 11.

Management and Budget Analyst III: This position exists to ensure that the District's budgets are developed and administered in a cost-efficient manner while achieving the District's mission through an effective use of resources. It was concluded that this position requires an increase in formal preparation and experience as well as thinking and problem solving. The position is now recommended at 709 points, pay grade 13.

CAD Coordinator: This position is responsible for coordinating the District's Computer-Aided Drafting (CAD) and Design and Building Information Modeling systems as well as maintaining and enforcing CAD standards, providing related engineering design, and drawing services. A review of the duties associated with the position has determined an increase in decision making as well as thinking and problem solving. The position is now recommended at 496 points, pay grade 9.

## KEY ISSUES (Cont'd)

### Approval of Job Content Values and Job Titles

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Information Governance Manager: This position is responsible for developing, implementing, and managing an enterprise-wide integrated Information Governance Program, including the Data Architecture Plan implementation designed to optimize the District's use of its information assets. An evaluation of the position has determined an increase in formal preparation and experience as well as decision making. The position is now recommended at 765 points, pay grade 14.

Director of Legal Services: The Director of Legal Services is charged with providing legal advice and counsel to the Commission, Executive Director, and staff in legal matters, including claims, litigation, administrative permitting processes, real estate matters, employee relations, enforcement of insurance agreements, and other contracts including the Operations and Maintenance Agreement with Veolia Water Milwaukee. A review of the interactions and communications factor determined it to be appropriate at a 5C+ rating. The position is now recommended at 1334 points, pay grade 19.

#### New Positions – 2020 Budget

The following position titles and pay grades are recommended:

- Real Estate Specialist II, 739 points, pay grade 13
- Marketing Manager, 729 points, pay grade 13
- Milorganite® Operations Manager, 749 points, pay grade 13

## RESOLUTION

### Approval of Job Content Values and Job Titles

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**RESOLVED**, by the Policy, Finance, and Personnel Committee, that the following job content values, pay grades, and job titles are approved:

<b>Title</b>	<b>Points/Pay Grade</b>
Administrative Assistant Legal	496/9
Director of Information Systems	1114/18
Supplier Diversity Specialist	586/11
Management and Budget Analyst III	709/13
CAD Coordinator	496/9
Information Governance Manager	765/14
Director of Legal Services	1334/19
Real Estate Specialist II	739/13
Marketing Manager	729/13
Milorganite® Operations Manager	749/13



## O&M Budget Fiscal Note

**RELATING TO:**

Approval of Job Content Values and Job Titles

<b>Cost Center:</b>	<b>Line Item:</b>
Various	511

<b>Line Item Impact</b>			
2019 Original Budget			\$20,113,175
Carryovers or Transfers			\$0
Adjusted Budget			\$20,113,175
Estimated Annual Expenditure including Request			\$20,113,175
Anticipated Year End Balance			\$0
Actual Year to Date Expenditures Through 9/19			\$13,616,546
For unfavorable Year End Balance, identify funding source:			
	<input type="checkbox"/>	Absorbed within the Division	
	<input type="checkbox"/>	Other Division	
	<input type="checkbox"/>	Unallocated Reserve	
<b>Anticipated Expenditure Timing</b>	Requested Expenditures	Anticipated Savings/Revenues	Net Fiscal Impact
Current Year (2019)	\$7,609	\$0	\$7,609
Subsequent	\$35,972	\$0	\$35,972
Total Cost	\$43,581	\$0	\$43,581

**Comments:** The 2019 estimated expenditures reflect the impact of the reclassification salary adjustments for currently filled positions for the remaining 5.5 pay periods in 2019. The "subsequent" include the salary adjustments for 26 pay periods for one year.

Budget Review by:	Date
Christine Durkin	9/19/2019

**POLICY, FINANCE & PERSONNEL COMMITTEE MEETING**

**October 14, 2019**

**EXECUTIVE DIRECTOR'S REPORT**

**19-002-01**

**A. Monthly Reports**

# October 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 <b>COLUMBUS DAY</b> Budget Public Hearing -8:30 a.m. Operations Committee -9:00 a.m. PF&P Committee-9:05	15	16	17	18	19
20	21	22	23	24	25	26
27	28 <b>Commission-9:00</b> <b>a.m.</b>	29	30	31 <b>HALLOWEEN</b>		