

**LOAN AGREEMENT  
BETWEEN  
WISCONSIN DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF MANITOWOC  
Project I.D. 39504110522**

**PROJECT DESCRIPTION:**

The dock facility at Manitowoc, Wisconsin needs significant repair. The facility is on the National Highway System and is owned by the city. The transportation route over Lake Michigan, between Manitowoc, Wisconsin and Ludington, Michigan, is designated as being a segment of US 10.

The proposed work will include an approximately 420' long timber fender system and sheet pile dock wall. The proposed concept consists of a sheet pile wall with tie back wale and diagonal tie back rock anchors. The proposed improvements include a timber fendering system consisting of three rows of 50' timber piles at 3' on centers with 4"x12" internal spacer beams. Fender panels consisting of 6"x 8" treated timbers are mounted to the piles via 1" diameter tie rods.

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This Loan Agreement, hereinafter "AGREEMENT," is made and entered into this **17th** day of **December, 2018**, by and between the Wisconsin Department of Transportation, Division of Transportation Investment Management, hereinafter "DEPARTMENT" and "STATE," and the **City of Manitowoc**, under the laws of the State of Wisconsin and doing business in the State of Wisconsin, hereinafter "RECIPIENT," each individually referred to as "PARTY" and collectively as "PARTIES."

**WHEREAS**, RECIPIENT has made application for a loan in the amount of **\$500,000.00** from the DEPARTMENT, pursuant to Wis. Stat. § 85.52, to fund the Project set forth above; and

**WHEREAS**, the DEPARTMENT has determined that the RECIPIENT is qualified for such loan and that the project is suitable under the provisions of the loan program set forth at Wis. Admin. Code ch. Trans 512; and

**WHEREAS**, the DEPARTMENT has loan funds available and is willing to make such loan to the RECIPIENT upon the terms and conditions herein stated;

**NOW THEREFORE**, in consideration of these conditions and the mutually dependent covenants herein contained, the DEPARTMENT and the RECIPIENT, intending to be legally bound, hereby agree as follows:

1. The PARTIES agree that the foregoing recitals are true and correct, and are incorporated in and made part of this AGREEMENT by reference.
2. The information provided and the representations made by RECIPIENT in its loan application, dated **October 26, 2018**, are hereby incorporated in and made a part of this AGREEMENT by reference.

3. RECIPIENT shall comply with all relevant statutes, rules, and regulations of the State of Wisconsin, the United States, and the Federal Highway Administration (FHWA).
4. RECIPIENT shall request loan funds from the DEPARTMENT approximately **45** days in advance of commencing the project.
5. DEPARTMENT will provide funds under an approved loan in the amount of **\$500,000.00**. The loan dispersal date shall be **February 1, 2019**. DEPARTMENT shall decide whether payment of the loan will be in part or in full.
6. RECIPIENT shall, no later than **June 30, 2019**, complete all project work for which the DEPARTMENT provides the RECIPIENT with loan funds under this AGREEMENT.
7. RECIPIENT shall submit a certificate of project completion to the DEPARTMENT within thirty (30) calendar days of project completion, defined as the roadwork being completed and the road being open for travel to all vehicle types.
8. RECIPIENT shall promptly repay any unused loan funds advanced to it, plus interest, if the project is not completed in accordance with this AGREEMENT, including the requirement for completion of the work as required in paragraph six (6). Any loan funds used by RECIPIENT shall be repaid in accordance with this AGREEMENT.
9. RECIPIENT shall furnish the DEPARTMENT, within forty-five (45) days of project completion, an analysis of actual costs incurred in performing the project work and shall return any unused loan funds to the DEPARTMENT.
10. The DEPARTMENT shall charge interest at market rates, as determined by the DEPARTMENT, to make the project that is the subject of the loan feasible, except when the RECIPIENT satisfies the DEPARTMENT Secretary that interest would represent an undue hardship to RECIPIENT. RECIPIENT shall repay the loan amount of **\$500,000.00** at **2%** interest compounded **annually** on the unpaid principal. Repayment shall begin upon completion of the project with first payment due to the DEPARTMENT on **February 1, 2020**. Loan repayments shall commence no later than five (5) years after completion of the project. The interest on the amount of the loan will accrue beginning at the time funds are issued.
11. RECIPIENT shall repay the loan over a time period of **20 (twenty)** years after completion of the project. In no case shall the duration of the loan exceed 30 years. The payments shall be made **annually** and shall be received by the DEPARTMENT by the **25th** day of the month following the end of the **previous 12-month period**. The loan start date for the amortization schedule is **February 1, 2019** with first payment due on **February 1, 2020**. See Attached SIB Loan Amortization Schedule for the payment schedule. Payments shall be made:

Payable to: Wisconsin Department of Transportation

Mailing Address: WISDOT  
Attn: Reynaldo Cruz  
4822 Madison Yards Way

8<sup>th</sup> Floor  
Madison, WI 53705

12. Should RECIPIENT become more than sixty (60) days in arrears, the balance of the loan, with interest, shall become due within thirty (30) days of written notification from the DEPARTMENT.
13. DEPARTMENT shall have access, for the purpose of audit and examination, to any books, documents, and records of the RECIPIENT which may be pertinent to the loan or to the project for which the loan was provided. RECIPIENT shall retain all such records for at least eight (8) years from the date the loan, including any accrued interest, is repaid. The records shall be made available to the STATE upon request.
14. RECIPIENT shall periodically prepare and submit to the DEPARTMENT a report on economic development, transportation efficiency, mobility, and other benefits, as determined by the DEPARTMENT.
15. RECIPIENT, if, upon entering into an AGREEMENT with the DEPARTMENT for a loan of at least \$100,000, shall submit a verified statement to the DEPARTMENT, including performance measures as required by the DEPARTMENT. The verified statement shall include a signature by both an independent certified public accountant, licensed or certified under Wis. Stat. ch. 442, and the director or principal officer of the RECIPIENT to attest to the accuracy of the verified statement. RECIPIENT shall make the documents supporting the verified statement available for inspection by the DEPARTMENT. The DEPARTMENT may determine the format, content, and frequency of the verified statement.
16. Following are the authorized representative contact names for both PARTIES relating to this project:  
  
RECIPIENT:                    Steve Corbeille, Finance Director / Treasurer  
                                      900 Quay Street  
                                      Manitowoc, WI 54220  
                                      (920) 686-6960  
  
DEPARTMENT:                SIB Program Director  
                                      4822 Madison Yards Way, 6<sup>th</sup> Floor South  
                                      Madison, WI 53705  
                                      (608) 266-9910
17. This AGREEMENT may not be assigned or delegated by the RECIPIENT without prior written consent of the DEPARTMENT.
18. This AGREEMENT is made in the State of Wisconsin, and shall be governed by Wisconsin law. Dane County, Wisconsin shall be the proper venue for any legal action involving this AGREEMENT and the PARTIES.

19. This document, any attachments and those incorporated by reference herein, represents the entire AGREEMENT between the PARTIES, and it may not be modified or amended except in writing signed by authorized representatives of both PARTIES to this AGREEMENT.
20. If any provision of this AGREEMENT should be found to be illegal, invalid, or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired and the AGREEMENT shall be interpreted as enforceable, where possible, to enact the intent of the PARTIES.
21. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this AGREEMENT shall be waived, except by written AGREEMENT of the PARTIES. Any forbearance or indulgence in any other form or manner by either PARTY in any regard whatsoever shall not constitute a waiver of any covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the PARTY to which the same may apply, and until complete performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings, the other PARTY shall have the right to invoke any remedy available under the AGREEMENT, in law or equity, notwithstanding any such forbearance or indulgence.
22. RECIPIENT agrees that the DEPARTMENT may offset any past due loan principal and interest.

IN WITNESS WHEREOF, the PARTIES hereto execute this AGREEMENT by signature of their duly authorized representatives on the date and year designated in this AGREEMENT.

CITY OF MANITOWOC

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

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

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

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

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION  
Division of Transportation Investment Management

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

Name: Dave Ross

Title: Secretary

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