

**BOND PURCHASE AGREEMENT**

October 21, 2019

Mr. Justin M. Nickels, Mayor  
and Members of the Common Council  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220

Dear Mr. Nickels and Members of the Common Council:

Robert W. Baird & Co. Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (the "Agreement") with City of Manitowoc (the "Issuer") for the purchase by the Underwriter and sale by the Issuer of all its \$2,375,000.00 General Obligation Refunding Bonds (the "Securities"), to be dated November 12, 2019. This offer is made subject to acceptance by the Issuer on October 21, 2019. The Securities shall mature, bear interest at the rates, have such terms and be payable at the times, all as set forth in Exhibit A attached hereto. The issuance and terms of the Securities will be duly authorized and adopted by the Issuer by a resolution dated October 21, 2019 (the "Resolution").

Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) the Securities, at a price of \$2,439,954.60 (representing the principal amount of the Securities, plus original issue premium of \$88,704.60, less underwriter's discount of \$23,750.00), plus accrued interest, if any, from the dated date to the date of Closing (as defined below).

The closing shall occur on November 12, 2019, at a time to be determined, or on such other date mutually agreeable to the Issuer and the Underwriter (the "Closing"). The Securities will be delivered as fully registered bonds, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, which will act as securities depository for the Securities.

The Issuer confirms that the Preliminary Official Statement (including any addenda or amendments thereto) delivered to the Underwriter was and hereby is "deemed final" as of its date by the Issuer for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"), and the Issuer consented to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Securities.

The Securities are being purchased subject to satisfaction of the following conditions at Closing:

1. The Issuer agrees to take such action as necessary so that the Underwriter will be in receipt of a final Official Statement (the "Official Statement") within seven (7) business days after the date hereof and in sufficient time to accompany any confirmation that requests payment from any customer, and in sufficient quantity to comply with paragraph (b)(4) of the Rule and applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Securities. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB.
2. If applicable, the current rating on the Securities or on the insurer of the Securities shall not have been lowered, put on negative outlook, suspended or withdrawn by an applicable credit ratings agency.
3. Bond Counsel shall provide an unqualified approving opinion in form and substance satisfactory to the Underwriter.
4. The Issuer shall execute and deliver a written undertaking to provide ongoing disclosure for the benefit of holders of the Securities as required by the Rule, subject to any applicable exemptions under the Rule.
5. The Issuer shall deliver true and complete copies of the Resolution authorizing the issuance and sale of the Securities, which shall be in full force and effect.
6. The Issuer shall deliver one or more closing, compliance, tax and other certificates from its duly authorized representatives as the Underwriter may reasonably request.

7. None of the following has occurred or exists as of the Closing: (a) any development adversely affecting the legality of the issuance, sale or delivery of the Securities or the tax treatment of interest to be received on the Securities; (b) any outbreak or escalation of hostilities, a declaration of war by the United States, a national emergency or other national or international calamity or crisis materially affecting the financial markets of the United States; (c) a material disruption in securities settlement, payment or clearance services affecting the Securities or a new restriction on transactions in securities materially affecting the market for securities; (d) a general banking moratorium shall have been declared by authorities having jurisdiction and be in force; (e) an event or circumstance that either makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect.

The Underwriter agrees to assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Securities.

The Underwriter confirms that it has offered the Securities to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A attached to the form of Underwriter's Certificate which is attached hereto, except as otherwise set forth therein. Schedule A attached to the form of Underwriter's Certificate also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Securities for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Securities, the Underwriter will neither offer nor sell unsold Securities of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriter has sold at least 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to

(A) report the prices at which it sells to the public the unsold Securities of each maturity allotted to it until the earlier of the following (I) the close of the fifth (5th) business day after the sale date or (II) it is notified by the Underwriter that either the 10% test has been satisfied as to the Securities of that maturity or all Securities of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Securities to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Securities.

The Issuer agrees to indemnify and hold harmless the Underwriter against any and all losses, claims, damages, expenses or liabilities incurred by the Underwriter that arise out of or are based upon any untrue statement or alleged untrue statement of a material fact made in the Preliminary Official Statement or Official Statement or which arise out of or are based upon the omission or alleged omission to state in such connection a material fact required to be stated therein or necessary in order to make the statements made therein not misleading in light of the circumstances under which they are made.

The Issuer shall pay or cause to be paid the fees and expenses of bond counsel, disclosure counsel, rating agencies as well as all other expenses incident to the performance of the Issuer's obligations hereunder. The Issuer shall also pay the Underwriter a fee of \$3,565.97 for its services in preparing the Official Statement, providing various financial analyses, for the use of the Underwriter's capital to advance certain costs prior to settlement and payment of certain third party expenses, including DTC, CUSIP, IPREO (electronic bookrunning/sales order system), printing and mailing/distribution charges.

The Issuer acknowledges and agrees that the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a municipal advisor, financial advisor or agent of the Issuer. The Underwriter has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Securities or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

Unlike a municipal advisor or financial advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities law and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. Although MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors, the Underwriter's primary role is to purchase the Securities with a view to distribution and it has financial and other interests that differ from those of the Issuer. The Underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty to sell the Securities to investors at prices that are fair and reasonable. The Underwriter has reviewed the Official Statement for the Securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

The Underwriter's compensation in the form of a fee or discount from the public offering price is contingent on the closing of the Offering. Such compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest because it may cause the Underwriter to recommend a transaction that is unnecessary or to recommend that the transaction be larger than is necessary.

Very truly yours,

**ROBERT W. BAIRD & CO. INCORPORATED**

By: Bradley D. Viegut

Bradley D. Viegut, Managing Director

Date October 21, 2019

ACCEPTED:

**City of Manitowoc**

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

Justin M. Nickels, Mayor

Date: October 21, 2019

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

Deborah A. Neuser, City Clerk

Date: October 21, 2019

*Exhibit A - Debt Service Schedule*

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Annual Debt Service</b>
11/12/2019					
08/01/2020			42,878.89	42,878.89	42,878.89
02/01/2021	385,000	2.000%	29,800.00	414,800.00	
08/01/2021			25,950.00	25,950.00	440,750.00
02/01/2022	385,000	2.000%	25,950.00	410,950.00	
08/01/2022			22,100.00	22,100.00	433,050.00
02/01/2023	395,000	2.000%	22,100.00	417,100.00	
08/01/2023			18,150.00	18,150.00	435,250.00
02/01/2024	405,000	3.000%	18,150.00	423,150.00	
08/01/2024			12,075.00	12,075.00	435,225.00
02/01/2025	415,000	3.000%	12,075.00	427,075.00	
08/01/2025			5,850.00	5,850.00	432,925.00
02/01/2026	75,000	3.000%	5,850.00	80,850.00	
08/01/2026			4,725.00	4,725.00	85,575.00
02/01/2027	75,000	3.000%	4,725.00	79,725.00	
08/01/2027			3,600.00	3,600.00	83,325.00
02/01/2028	80,000	3.000%	3,600.00	83,600.00	
08/01/2028			2,400.00	2,400.00	86,000.00
02/01/2029	80,000	3.000%	2,400.00	82,400.00	
08/01/2029			1,200.00	1,200.00	83,600.00
02/01/2030	80,000	3.000%	1,200.00	81,200.00	
08/01/2030					81,200.00
	2,375,000		264,778.89	2,639,778.89	2,639,778.89

*Exhibit B - Underwriter's Certificate*

City of Manitowoc, Wisconsin ("City")  
\$2,375,000 General Obligation Refunding Bonds,  
dated November 12, 2019

**UNDERWRITER'S CERTIFICATE**

The undersigned, on behalf of Robert W. Baird & Co. Incorporated ("Baird"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Baird offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) Baird has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) "General Rule Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the sale date (October 21, 2019), or (ii) the date on which Baird has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) "City" means the City of Manitowoc, Manitowoc County, Wisconsin.

(e) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is October 21, 2019.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Baird's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Baird understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Exemption Certificate and compliance with the federal income tax rules affecting the Bonds, and by Quarles & Brady LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

ROBERT W. BAIRD & CO. INCORPORATED

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

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

Dated: November 12, 2019



SCHEDULE A  
TO  
UNDERWRITER'S CERTIFICATE

SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE-MATURITIES

(See Attached)

**BOND PRICING**

**City of Manitowoc (AA-)  
General Obligation Refunding Bonds (CR) - FINAL  
BQ; Noncallable**

<b>Bond Component</b>	<b>Maturity Date</b>	<b>Amount</b>	<b>Rate</b>	<b>Yield</b>	<b>Price</b>	<b>Premium (-Discount)</b>
Serial Bond:						
	02/01/2021	385,000	2.000%	1.500%	100.601	2,313.85
	02/01/2022	385,000	2.000%	1.550%	100.977	3,761.45
	02/01/2023	395,000	2.000%	1.600%	101.249	4,933.55
	02/01/2024	405,000	3.000%	1.650%	105.479	22,189.95
	02/01/2025	415,000	3.000%	1.700%	106.465	26,829.75
	02/01/2026	75,000	3.000%	1.800%	107.029	5,271.75
	02/01/2027	75,000	3.000%	1.900%	107.386	5,539.50
	02/01/2028	80,000	3.000%	2.000%	107.542	6,033.60
	02/01/2029	80,000	3.000%	2.100%	107.506	6,004.80
	02/01/2030	80,000	3.000%	2.200%	107.283	5,826.40
		2,375,000				88,704.60

Dated Date	11/12/2019		
Delivery Date	11/12/2019		
First Coupon	08/01/2020		
Par Amount	2,375,000.00		
Premium	88,704.60		
Production	2,463,704.60	103.734931%	
Underwriter's Discount	(23,750.00)	(1.000000%)	
Purchase Price	2,439,954.60	102.734931%	
Accrued Interest			
Net Proceeds	2,439,954.60		

\*Denote maturities that have not sold 10% and are subject to the Hold the Price Rule.

SCHEDULE B  
TO  
UNDERWRITER'S CERTIFICATE

PRICING WIRE OR EQUIVALENT COMMUNICATION

WIRES

Branch Copy - Forwarded by Baird - WI

Wire Details

Actions:

Rec'd Date/Time (CST)	Sender	ST	Wire Type/Title	Master Message #	Deal Type
10/21/19 02:24 PM	Baird	WI	Final Pricing Wire		Neg

RE: \$ 2,375,000  
 CITY OF MANITOWOC  
 Manitowoc County, Wisconsin  
 General Obligation Refunding Bonds  
 BANK QUALIFIED

MOODY'S: S&P: AA-  
 FITCH: KROLL:

DATED:11/12/2019 FIRST COUPON:08/01/2020 INTEREST ACCRUES:11/12/2019

DUE: 02/01

INITIAL TRADE DATE:

MATURITY	AMOUNT	COUPON	PRICE	ADD'L TAKEDOWN ( Pts )
02/01/2021	385M	2.00%	1.50	(Approx. \$ Price 100.601)
02/01/2022	385M	2.00%	1.55	(Approx. \$ Price 100.977)
02/01/2023	395M	2.00%	1.60	(Approx. \$ Price 101.249)
02/01/2024	405M	3.00%	1.65	(Approx. \$ Price 105.479)
02/01/2025	415M	3.00%	1.70	(Approx. \$ Price 106.465)
02/01/2026	75M	3.00%	1.80	(Approx. \$ Price 107.029)
02/01/2027	75M	3.00%	1.90	(Approx. \$ Price 107.386)
02/01/2028	80M	3.00%	2.00	(Approx. \$ Price 107.542)
02/01/2029	80M	3.00%	2.10	(Approx. \$ Price 107.506)
02/01/2030	80M	3.00%	2.20	(Approx. \$ Price 107.283)

CALL FEATURES: No optional call

Delivery is firm for Tuesday, November 12, 2019.

This issue is book entry only. This issue is clearing through DTC.

Baird

By: Baird Milwaukee, WI

Close

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