



DEPARTMENT OF THE ARMY

DETROIT DISTRICT, CORPS OF ENGINEERS  
BOX 1027  
DETROIT, MICHIGAN 48231

REPLY TO  
ATTENTION OF

NCDRE-D

12 August 1982

Honorable Anthony V. Dufek  
Mayor, Manitowoc  
Manitowoc, Wisconsin 54220

Re: Manitowoc River Channel Extension  
at Manitowoc, Wisconsin

Dear Mayor Dufek:

The Final Supplement to the Detailed Project Report for the Channel Extension Project on the Manitowoc River, Manitowoc, Wisconsin was approved 19 July 1982.

Prior to construction of the project, the authorizing legislation and Section 221 of Public Law 91-611 require that the Sponsor enter into a Local Cooperation Agreement with the United States.

Accordingly, I have inclosed a Local Cooperation Agreement and other pertinent documents with a set of instructions, and ask that the documents be executed on behalf of the City and returned to this office prior to or on 20 August 1982, together with the financial statement specified in the instructions.

Thank you for your cooperation.

Sincerely,

W. T. RITCHIE  
Chief, Detroit Field Office  
NCD Real Estate Division

2 Incls.

1. Agreement (5 cys)
2. Public Law 91-646

5 7 5

*Committee Recommends authorizing mayor,  
Clerk & Attorney to execute agreement  
and City to provide financial statements as required*

*T. Fueder  
KF Seigelbauer  
T. G. M...  
of A V Dufek  
Mayor  
8-13-82*

*W. T. Ritchie  
AUG 16 1982*

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE CITY OF MANITOWOC, WISCONSIN  
FOR LOCAL COOPERATION FOR MANITOWOC RIVER, CHANNEL EXTENSION  
AT MANITOWOC, WISCONSIN

THIS AGREEMENT, entered into this 20 day of August, 19 82, by and between the UNITED STATES OF AMERICA (hereinafter called the "GOVERNMENT"), represented by the Contracting Officer executing this Agreement, and the CITY OF MANITOWOC, WISCONSIN (hereinafter called the "CITY") pursuant to Section 221 of the Flood Control Act of 1970, Public Law 91-611.

WITNESSETH THAT:

WHEREAS, construction of the Manitowoc River Channel Extension at Manitowoc, Wisconsin, was approved 19 July 1982 by Office, Chief of Engineers in accordance with a Detailed Project Report entitled "Final Supplement to Detailed Project Report, Manitowoc River Channel Extension at Manitowoc, Wisconsin," under authority contained in Section 107 of the River and Harbor Act of 1960 approved 14 July 1960 (Public Law 86-645), as amended, and

WHEREAS, said Section 107 of the River and Harbor Act of 1960, as amended, limits the allotment of Federal funds to not more than \$2,000,000 for the construction of a project at any single locality; and

WHEREAS, the said approved Report requires that certain items of non-Federal cooperation be furnished by non-Federal interests; and

WHEREAS, the City hereby represents that it has the authority and capability to furnish the items of non-Federal cooperation required by said approved Report and by applicable law.

NOW THEREFORE, the parties agree as follows:

1. The City agrees that upon notification that the Government will construct a channel extension at Manitowoc, Wisconsin, substantially in accordance with the said Detailed Project Report approved 19 July 1982, entitled "Final Supplement to Detailed Project Report, Manitowoc River Channel Extension at Manitowoc, Wisconsin," approved under the authority of Section 107 of the River and Harbor Act of 1960, as amended, the City will, in consideration of the Government commencing construction of such Project, fulfill the requirements of non-Federal cooperation specified in the approved Final Supplement to Detailed Project Report and by applicable law, to wit:

a. Make an annual cash contribution equivalent to 50 percent of the annual costs associated with the construction and maintenance of the channel extension until such time that a second user utilizes the channel extension. Such a contribution is presently estimated at \$14,200, subject to final adjustment after actual costs have been determined.

b. Provide without cost to the United States all lands, easements and rights-of-way required for construction and subsequent maintenance of project modification upon the request of the Chief of Engineers, including suitable areas determined by the Chief of Engineers to be required in the general public interest for initial and subsequent disposal of dredged materials, and the necessary retaining dikes, bulkheads, and embankments therefore, or the costs of such retaining works.

c. Hold and save the United States free from damages due to the construction works and subsequent use, operation, and maintenance of the Project, not including damages due to the fault or negligence of the United States or its contractors.



d. Provide and maintain without cost to the United States adequate berthing areas at the docks adjacent to the improvement with depths commensurate with the adjacent Federal project depth.

e. Accomplish at no cost to the United States all relocations and alterations of utilities necessary for the project.

f. Assume full responsibility for all project first costs in excess of the Federal cost limitation of \$2,000,000.

g. Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved January 2, 1971, in acquiring lands, easements, and rights-of-way for construction and subsequent maintenance of the project, and inform affected persons of pertinent policies, procedures, and benefits in connection with the Act.

h. Comply with Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, in connection with the construction, maintenance and operation of the project.

i. Make a cash contribution equal to the estimated additional cost resulting from use of the existing Section 123 Contained Disposal Facility in lieu of the selected bulkhead disposal site and the estimated additional cost to the Government resulting from use of the bulkhead site in lieu of the Section 123 Contained Disposal Facility under any agreement to exchange space in said sites.

2. The City agrees, that in the event non-Federal funds are required, pursuant to paragraphs 1.a., 1.b., 1.f. and 1.i. herein, it will provide such non-Federal funds upon receipt of and in accordance with a written request therefor from the undersigned Contracting Officer or his successor.

3. The City hereby gives the Government a right to enter upon, at reasonable times and in a reasonable manner, lands which the City owns or controls, for access to the Project for the purpose of inspection, and for the purpose of completing and maintaining the Project, if such inspection shows that the City for any reason is failing to complete or maintain the Project in accordance with the assurances herein and has persisted in such failure after a reasonable notice in writing by the Government delivered to the City. No completion or maintenance by the Government in such event shall operate to relieve the City of responsibility to meet its obligations as set forth in paragraph 1 of this Agreement or to preclude the Government from pursuing any other remedy at law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA


CITY OF MANITOWOC, WISCONSIN

APPROVED:



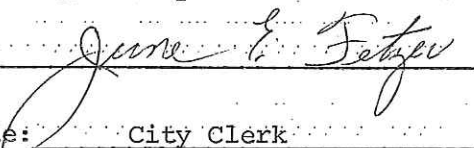
C. S. THOMPSON, JR.  
LTC, Corps of Engineers

By: ~~Acting District Engineer~~  
For ROBERT V. VERMILLION  
Colonel, Corps of Engineers  
District Engineer  
Contracting Officer

By: 

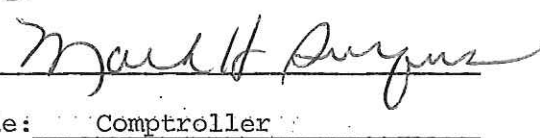
Title: Mayor

FOR THE SECRETARY OF THE ARMY

By: 

Title: City Clerk

DATE: 20 NOV 82

By: 

Title: Comptroller