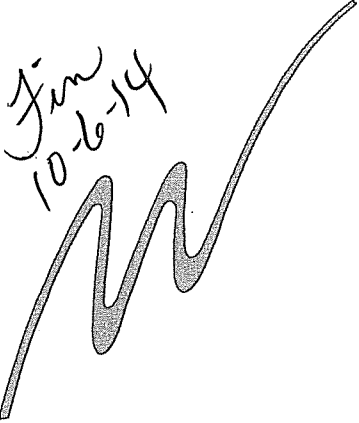


Jim
10-6-14



CITY OF MANITOWOC

WISCONSIN, USA
www.manitowoc.org



14-1969

September 23, 2014

Memo

To: Mayor and Common Council

From: Paul Braun, City Planner

Subject: **Wisconsin Economic Development Corporation Site Assessment Grant Agreement – Mirro Plant #9 at 1512 Washington Street**

Dear Mayor and Common Council:

Attached is a fully executed Site Assessment Grant (SAG) Agreement between the Wisconsin Economic Development Corporation (WEDA) and the City of Manitowoc. The grant, in the amount of \$113,756 is for environmental site investigation work at the former Mirro Plant 9 site that will address concerns detailed by the Wisconsin Department of Natural Resources.

The agreement is consistent with Council Resolution 14-1089 which authorized Symbiont, on behalf of the City, to author the SAG application and perform the field investigation work for the Assessment Grant.

I recommend to Council acceptance of this report and to place the executed Agreement on file and reaffirm the recommendations as stated in Council Resolution 14-1089.

Respectfully Submitted,



Paul Braun
City Planner

Attachments: SAG Agreement
Council Resolution 14-1089



P. 101 - 44

**SITE ASSESSMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF MANITOWOC**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC") and City of Manitowoc (the "Recipient").

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC's Site Assessment Grant ("SAG") program, as established by § 238.133 of the Wisconsin Statutes;

WHEREAS, the Recipient is a Local Governmental Unit located in Wisconsin;

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of a SAG;
and

WHEREAS, in reliance upon the Recipient's Application, WEDC has approved the Recipient for up to One Hundred Thirteen Thousand Seven Hundred Fifty Six Dollars (\$113,756) in a SAG.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Paragraph 21 of this Agreement.

(b) "Application" means the materials submitted by the Recipient to WEDC relating to this allocation of SAG.

(c) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(d) "Eligible Project Costs" means costs for which the SAG may be used, as outlined in Paragraph 21 of this Agreement, which the Recipient incurs between July 29, 2014 and December 31, 2015.

(e) "Eligible Site or Facility" means one or more contiguous industrial or commercial facilities or site with common or multiple ownership that are abandoned, idle, or underused, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(f) "Full-Time Position" means a position for which the individual holding that position is required to work at least two thousand and eighty (2,080) hours, including paid leave and holidays, and for which the individual receives pay that is equal to or at least one hundred and fifty percent (150%) of the federal minimum wage and benefits that are not required by federal or state law.

(g) "Ineligible Costs" means costs for new construction; amounts due pursuant to lien claims of the Department of Natural Resources, Environmental Protection Agency, or taxing authorities; costs related to grant applications; costs which may be covered by other statutory programs, including PECFA; and soft costs including relocation costs, insurance premiums, legal or accounting fees, architectural fees, fees related to Project financing, or project administration costs.

(h) "Local Governmental Unit" means a city, village, town, county, redevelopment authority, community development authority, or housing authority.

(i) "Matching Funds" means non-WEDC funds secured by the Recipient to meet the \$151,000 match requirement of the SAG under this Agreement. Matching Funds must be, at a minimum, twenty percent (20%) of the total Project costs and shall not include in-kind contributions.

(j) "Petroleum Product" means gasoline, gasoline-alcohol fuel blends, kerosene, fuel oil, burner oil, diesel fuel oil or used motor oil.

(k) "Project" means the Recipient's Brownfields Redevelopment or Environmental Remediation Activities, in accordance with the Recipient's Application and the terms of this Agreement. Specifically, funds for costs incurred for environmental site work that will include contamination testing and reporting for the 3.72 acre property located at 1512 Washington Street.

(l) "Project Location" means the site or sites at which the Project will take place, specifically 1512 Washington Street (former Mirro Plant 9), Manitowoc, Wisconsin.

(m) "SAG" means the grant monies the Recipient is eligible to receive from WEDC's Site Assessment Grant program in accordance with this Agreement.

(n) "Underground Hazardous Substance Storage Tank System" means an underground storage tank used for storing a hazardous substance other than a Petroleum Product together with any on-site integral piping or dispensing system with at least ten percent (10%) of its total volume below the surface of the ground.

(o) "Underground Petroleum Product Storage Tank" means an underground storage tank used for storing Petroleum Products together with any on-site integral piping or dispensing system with at least ten percent (10%) of its total volume below the surface of the ground.

(p) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. **SAG.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Hundred Thirteen Thousand Seven Hundred Fifty Six Dollars (\$113,756), in a SAG.

3. **Recipient's Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use the SAG for Eligible Project Costs, incurred between July 29, 2014 and December 31, 2015, as outlined in the following budget and ensure that such Eligible Project Costs are incurred by a qualified and independent third party:

Code	Project Activities	WEDC SAG Grant	City of Manitowoc Matching Funds	Total
0235	Environmental Site Work	\$113,756	\$151,000	\$264,756
Total Eligible Costs		\$113,756	\$151,000	\$264,756

The amount incurred by the Recipient on each Eligible Project Cost may vary by up to ten percent (10%) of the amount delineated in the table above, provided that the total amount of the WEDC SAG will not exceed the amount awarded under this Agreement.

(c) Not use the SAG for any Ineligible Costs.

(d) Secure Matching Funds from non-WEDC sources equal to at least \$151,000 to achieve the match requirement of the SAG under this Agreement.

(e) Follow all applicable state laws regarding bidding related to the Project.

(f) Provide to WEDC a work and safety plan developed by the third party responsible for performing oversight of environmental activities.

(g) Provide signage, according to WEDC's specifications at the Project Location indicating WEDC financial participation in the Project.

(h) Provide acknowledgement, according to WEDC's specifications, of WEDC's participation in the Project in any and all planning and feasibility documents related to the Project.

(i) Provide reports to WEDC as further described in Paragraph 5 of this Agreement, in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B.

(j) Notify WEDC in writing within thirty (30) days of any event or occurrence that may adversely impact the completion of the Project as presented in Recipient's Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

4. Release of Funds. WEDC will release the SAG contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request the SAG in up to ten (10) disbursements and will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of the SAG.

(c) The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred. Such documentation may include, but not be limited to, purchase orders or invoices.

(d) The Recipient must request all SAG funds no later than December 31, 2015.

5. Reporting. The Recipient shall provide reports to WEDC according to the following requirements:

(a) The Recipient shall prepare and maintain such records as may be reasonably required by WEDC to demonstrate Project performance, including, but not limited to:

(i) The number of Full-Time Positions created and/or retained by the Borrower during the term of this Agreement;

(ii) The amount and disposition of funds provided and disbursed under this Agreement; and

(iii) The total cost of the Project.

(b) The Recipient shall provide to WEDC Semi-Annual performance reports in such form as required by WEDC, as sample of which is attached to this Agreement as Exhibit B, covering activities between July 29, 2014 and December 31, 2015, which shall include a financial overview and narrative summary on the progress of the Project to date. The Semi-Annual performance report shall additionally include information on the increase of the property value of the Project Location.

(c) The Recipient shall provide to WEDC copies of any Project-related documents that are submitted to the Wisconsin Department of Natural Resources, PECFA, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

(d) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Paragraph 6 Below	Schedule of Expenditures	See Paragraph 6 Below
July 29, 2014 – December 31, 2014	Semi-Annual Performance Report	3/1/2015

January 1, 2015 – June 30, 2015	Semi-Annual Performance Report	9/1/2015
July 1, 2015 – December 31, 2015	Semi-Annual Performance Report	3/1/2016

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3) (a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an Event of Default for the purposes of this Agreement:

(a) The Recipient fails to conduct the Project and related activities in Wisconsin for a minimum of five (5) years after of the Effective Date of this Agreement.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement.

8. Remedies in Event of Default.

(a) Upon the occurrence of an Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within thirty (30) calendar days, WEDC may, without further written notice to the Recipient, declare the Recipient in default. In the Event of Default, WEDC may terminate the Agreement and recover from the Recipient:

(i) One hundred percent (100%) of the total amount of SAG disbursed under this Agreement;

(ii) A financial penalty of up to one percent (1%) of the SAG; and

(iii) All court costs and reasonable attorney's fees incurred by WEDC in terminating the Agreement and recovering the amounts owed by the Recipient under this provision.

(b) These amounts shall be paid to WEDC within 30 calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of twelve percent (12%) from the date of the notice of Event of Default.

(c) The thirty (30) day cure period set forth in (a) above may be extended by WEDC, provided that the Recipient begins to cure such matter and thereafter diligently pursues a cure.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Recipient's ability to perform its obligations under this Agreement, including environmental laws.

(b) The Recipient is a Local Unit of Government as defined in Section 238.133(1) (b) of the Wisconsin Statutes.

(c) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill their obligations under this Agreement.

(d) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's financial ability to comply with this Agreement.

(e) The undersigned officer of the Recipient is fully authorized to execute and deliver this Agreement on behalf of the Recipient.

(f) In making these warranties and representations, the Recipient has not relied on any information furnished by WEDC.

(g) The Recipient's warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

10. Wisconsin Public Records Law and Confidential Documents.

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39.

(b) Except as otherwise required or provided by court order, legal process or applicable law including §§ 19.31-.39, WEDC shall not, without the Recipient's consent, reveal or disclose to any non-government person or entity financial or other information or materials provided by the Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Public Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

- (i) Clearly mark the document as not subject to disclosure under the Public Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as "Confidential Trade Secrets."
- (ii) Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Public Records Law.
- (iii) If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipient if it receives a public records request for documents pertaining to this agreement.

11. Additional Requirements.

(a) **Project Records.** The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement and the performance reports provided to WEDC.

(b) Inspection.

- (i) WEDC and its respective agents, shall, upon 48 hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.
- (ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.
- (iii) WEDC reserves the right to conduct a physical site visit of the Project while the Project is ongoing and after Project completion.

(c) **Nondiscrimination in Employment.** Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Recipient further agrees to take affirmative action to ensure equal employment opportunities. Recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(d) **Consolidation or Merger.** During the term of this Agreement, the Recipient shall provide written notice to WEDC of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) **Public Announcement.** The Recipient agrees to work with WEDC in making a public announcement of this Agreement.

12. **Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. **Choice of Law.** THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. **Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.

15. **Waiver of Right to Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.

16. **LIMITATION OF LIABILITY.** RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. **Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

18. **WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.


19. **Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

20. **No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

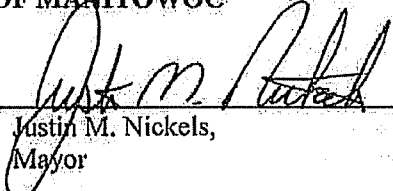
21. **Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

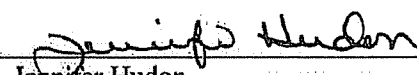
IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By:  9/19/14
Jake Kuester Date
Vice President, Credit & Risk

CITY OF MANITOWOC

By:  9/18/14
Justin M. Nickels, Date
Mayor

By:  9/18/14
Jennifer Hudon, Date
City Clerk

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

City of Manitowoc
900 Quay Street
Manitowoc, WI 54220
Attn: Paul Braun

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Site Assessment Grant Program
Contract # SAG FY15-22541

**EXHIBIT A
REQUEST FOR WEDC PAYMENT**

Award Number: SAG FY15-22541	Rep:	Recipient: City of Manitowoc
FEIN #	Request Number:	
Program: Site Assessment Grant	Award Type: Site Assessment Grant	
Funding Period Covered by this Request From: _____ To: _____		

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD

Budget Code	Description	WEDC Funding This Period	Total This Period
0235	Environmental Site Work		
TOTAL:			

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION Disbursement

- The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of the SAG. _____
- The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred. Such documentation may include, but not be limited to, purchase orders or invoices. _____
- The Recipient must request all SAG funds no later than December 31, 2015. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Underwriter

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and mail the original and documentation to:
Wisconsin Economic Development Corporation, P.O. Box 1687, Madison, Wisconsin 53701

**EXHIBIT B
ECONOMIC DEVELOPMENT PROJECT PERFORMANCE REPORT
(SAMPLE ONLY)**



PLEASE RETURN YOUR COMPLETED REPORT AND REQUIRED SUPPORTING DOCUMENTATION TO:
reporting@wedc.org

PROJECT INFORMATION		
CONTRACT #: SAG FY15-22541 AWARDEE: City of Manitowoc PROJECT SITE: Manitowoc, City of	REPORTING DESIGNEE: Stephanie Hinz Email: Stephanie.hinz@symbiantonline.com	REPORTING PERIOD:
PROJECT FUNDING	Planned	Actual
TOTAL PROJECT BUDGET	\$264,756	
Awardee Direct Expenditures	please enter → amounts	\$
Other Privately Funded Expenditures (investors, financial institutions)		\$
Other Publicly Funded Expenditures (state, federal, other public aid)		\$
TOTAL PROJECT EXPENDITURES		\$
WEDC Funds Utilized	\$113,756	

SUMMARY OF PROGRESS

Provide a comprehensive summary of project activities that have been accomplished as of the end of the reporting period. Please describe any progress towards project deliverables, as well as any factors that may have had an adverse effect on the project or slowed progress on expected performance. Briefly address project plans for the coming year including what steps will be taken to ensure performance within agreed-upon timelines. Attach additional pages if needed.

Percentage Completion of Project: _____%

What project activities have been completed as of the end of the reporting period, and which would not have occurred if not for WEDC assistance?

What contract deliverables were completed during the reporting period? (Please provide an explanation for any deliverables that were not met)

What actions are being taken within the next year to ensure contractual performance?

PRINCIPAL/PROJECT DIRECTOR AFFIDAVIT

As the authorized representative for this project, I hereby attest and certify that the information provided in this report is true and correct to the best of my knowledge.

(SIGNATURE)

(PRINT NAME) (EMAIL ADDRESS)

rptid: _____

WEDC Review

PROGRESS ON ACTIVITIES AND DELIVERABLES	
Summarize your organization's progress towards completion of planned metrics outlined in the award agreement by providing quantitative responses, such as the number/unit attained or the percentage toward completion. Include all items in the agreement's scope of work, affirmative covenants, and performance deliverables sections. Attach additional pages if necessary, or provide additional details in the "Summary of Progress" section on page 1	
Scope of Work Item/Affirmative Covenant/Deliverable	Progress on Metric
<ul style="list-style-type: none"> Secure Matching Funds from non-WEDC sources equal to at least \$151,000 to achieve the match requirement of the SAG under this Agreement Use the SAG for Eligible Project Costs, incurred between July 29, 2014 and December 31, 2015, as outlined in the following budget and ensure that such Eligible Project Costs are incurred by a qualified and independent third party –ref page 3 of contract. Not use the SAG for any Ineligible Costs. 	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

CAPITAL INVESTMENT	Planned	Actual
Total expenditures related to the purchase, acquisition, construction, replacement, rehabilitation or modernization of non-current, tangible, permanent fixed or capital assets.	\$	Enter Totals Below
Investment Breakdown		
Land, Buildings & Real Estate	\$	_____

Supporting Environmental Documentation
<ol style="list-style-type: none"> Please provide a comprehensive summary of the work that has been accomplished during the reporting period. This summary should also include any proposed changes to the project since it was presented in the application. The summary should be 1/2 to 1 page long. Please provide photographs demonstrating the progress of the project since the last Semi-Annual Report was submitted. Please submit to the SAG Program copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports. The submital date and type of report should be identified on all copies of the above referenced requested government documents sent to WEDC. Failure to submit required records may result in the denial of future payment requests.

5-19-14

Plan

14-1089

RESOLUTION

A Resolution authorizing the submittal of a Site Assessment Grant (SAG) application by the City of Manitowoc (City) to the Wisconsin Economic Development Corporation (WEDC) for the former Mirro Plant 9 at 1512 Washington Street.

WHEREAS, the City recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, the City is seeking a SAG for completion of a ch. NR716 WAC site investigation at the former Mirro Plant 9, that will address concerns detailed by the Wisconsin Department of Natural Resources in a letter dated January 15, 2013, and will include: (i) perimeter monitoring well sampling; (ii) free product investigation and delineation; (iii) sampling, profiling and delineation of PCB impacted concrete; (iv) soil and groundwater sampling for PCB's; (v) loading dock catch basin and storm sewer investigation; (vi) asbestos and lead based paint survey; (vii) additional soil and groundwater monitoring and sampling based on the results of the above referenced site investigation tasks; and (viii) preparation of a comprehensive site investigation report and remedial action options report; and

WHEREAS, in this action the City's Common Council has declared its intent to complete the SAG activities described in an application to be filed with the WEDC, if awarded funds, for the property located at 1512 Washington Street in the City which is currently owned by EJ Spirtas Manitowoc, LLC; and

WHEREAS, the City will fulfill any responsibilities as may be required by the WEDC to implement the SAG, if awarded.

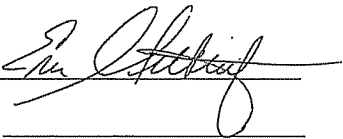
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council that the City requests funds and assistance available from the WEDC under the SAG program for the property located at 1512 Washington Street, and will comply with WEDC rules for the program; and

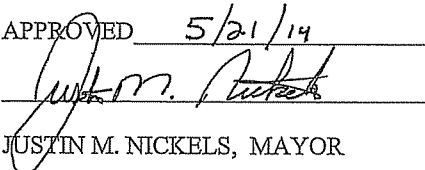
BE IT FURTHER RESOLVED, that authority is hereby granted to the City Planner, and after August 1, 2014, the Deputy City Planner to act on behalf of the City to file and sign any and all necessary documents, applications, agreements, determinations and the like, in support of the request for WEDC support; and

BE IT FURTHER RESOLVED that the City Planner and the Deputy City Planner be authorized to: (i) take any and all necessary steps to assist and oversee the filing and implementation of the above referenced SAG application and grant in accordance with this Resolution; (ii) enter into a contract with Symbiont to prepare and file the SAG application, and to assist the City with fulfilling all applicable SAG administrative requirements, if funded by WEDC; and (iii) serve as the City's agents responsible to coordinate the filing and implementation of the SAG including, but not limited to: (a) negotiating the terms and conditions of a reimbursement agreement with the property owner, if required; (b) negotiating the terms and conditions of any required cooperation agreements or contracts with the WEDC; (c) negotiating the terms and conditions for all other documents and cooperation agreements related to the SAG; and (d) disbursing monies necessary to implement the SAG; and

BE IT FURTHER RESOLVED that the Common Council authorizes the Mayor, Clerk, City Planner, Deputy City Planner and other City Officials to act on behalf of the City to:

1. Sign any and all documents, communications, applications, contracts and the like as required by the City Planner or Deputy City Planner; and
2. Take any and all steps necessary to undertake, direct and complete the SAG project should the application be approved by the WEDC.

INTRODUCED MAY 19 2014 
ADOPTED MAY 19 2014

APPROVED 5/21/14

JUSTIN M. NICKELS, MAYOR

Drafted by: David Less, City Planner

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Rundate: 5/19/2014

