

## AGREEMENT BETWEEN THE CITY OF MANITOWOC AND CITY CENTRE, LLC

This agreement is made between the City of Manitowoc, a Wisconsin municipal corporation headquartered at 900 Quay Street and City Centre, L.L.C., a Wisconsin limited liability company with headquarters at 100 Maritime Drive, Suite 3C, both in Manitowoc, WI, for the purposes of commemorating the agreement between the parties for reimbursement of the construction of a crane platform extension and loadout ramp extension that City Centre, LLC or one of its tenants is undertaking in the City of Manitowoc.

### RECITALS

WHEREAS, this agreement is for a project to construct a crane platform extension and loadout ramp extension in the City of Manitowoc ("City") on property located on a peninsula (as such property is more specifically defined in the "HAP Grant Agreement," to be attached hereto as Exhibit A, the Property") owned by City Centre, LLC ("City Centre") with the commonly known address of 500 South 16<sup>th</sup>; and

WHEREAS, development and maintenance of commercial harbor activity in the City of Manitowoc, Wisconsin is an integral part of the City's Three-Year Harbor Development Statement of Intentions; and

WHEREAS, City applied to the Wisconsin department of Transportation ("WisDOT") for a Harbor Assistance Program grant ("HAP Grant") under Section 85.095, Wis. Stats., for reimbursement of funds for the work described herein; and

WHEREAS, City was awarded the HAP grant by the State, and will be acting as an agent for the State under the HAP Grant Agreement between the City and the State; and

WHEREAS, as is anticipated by the HAP Grant, City Centre will construct (or cause to be constructed) certain improvements on and submit invoices for the same to the City, who will in turn submit for reimbursement from the state and then, upon receiving such reimbursement, remit the same to City Centre as reimbursement for the costs incurred.

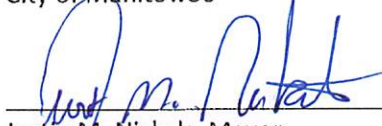
NOW, therefore, the parties agree as follows:

1. The City will assist City Centre with construction and administration of this project and the HAP Grant by facilitating the reimbursement of the lesser of \$900,000 or 80% of eligible costs from the State of Wisconsin. All funds received by the City for reimbursement on this project shall be earmarked for reimbursement of City Centre and remitted to City Centre as further set forth herein and the HAP Grant Agreement.
2. As between the City and City Centre, City Centre shall be responsible for the remainder of the project costs, and the City bears no financial liability should any cost not be approved for reimbursement by the State. Nothing contained herein shall restrict City Centre's ability to recoup the remaining costs from its tenants.
3. The City's additional responsibilities shall be:
  - a. Establishing a segregated account for receipts and disbursements under this project

- b. Filing any HAP reimbursement requests with the state within five business days of receipt from City Centre.
  - c. Remitting all HAP funds received for this project to City Centre within 10 business days with no additional fees (i.e. the City will pass through such reimbursement, without reduction or setoff of any kind)
  - d. Cooperating with any state audit or project review.
4. City Centre's responsibilities shall be:
- a. Provide WisDOT with a monthly construction schedule prior to beginning work, and submit monthly updates and performance reports as required by Article 4.0 of Exhibit A.
  - b. Pursuant to Wis. Stats. sec. 85.095(5), City Centre shall allow, for at least ten (10) years after the date of completion of the Approved Project, use of the Project Location by the public for commercial activity subject to the applicable wharfage and dockage fees as charged by City Centre to its existing commercial users. City Centre shall repay to WisDOT the grant funds provided by WisDOT to City Centre under this Agreement in the event City Centre fails to adhere to the requirements of this section.
  - c. Obtain all appropriate permits needed to undertake the project discussed herein.
  - d. Maintaining appropriate insurance coverage for the project as outlined by Section 10.2 of Exhibit A, including provision of the same to State.
  - e. Maintaining environmental protection as outlined in Section 11.11 of Exhibit A.
  - f. Completion of the project by June 30, 2023 unless the state grants a written extension.
  - g. Timely providing HAP reimbursement requests, pursuant to the State's requirements, to City.
  - h. Maintenance of all documentation related to the project as outlined in Section 3.4 of City's agreement with the State (contracts, invoices, time sheets, financial records, etc)
  - i. Cooperating with any state audit or project review.
  - j. Maintaining ownership of the project for 25 years, or transferring the project subject to WisDOT approval under Section 6.1 of Exhibit A.
  - k. Recording this agreement with the City, including all attachments, at the Manitowoc County Register of Deeds.
  - l. Reimbursing City for any requested reimbursement by WisDOT.
  - m. Submitting all bonds and contracts that the City is obligated to submit under Section 11.4 of Exhibit A.
  - n. Complying with all non-discrimination requirements of Section 11.13 of Exhibit A.
  - o. Accepting liability for accidents and safety protection at the site, as required by Section 11.14 of Exhibit A.
5. Should the State default on the agreement, City will partner with City Centre to aggressively pursue all available remedies.
6. The City assumes no ongoing maintenance responsibilities for the project.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized officers.

City of Manitowoc

  
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Justin M. Nickels, Mayor

Date 12/1/2022

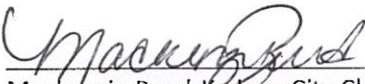
City Centre, LLC

  
\_\_\_\_\_

Name

Date 11-30-22

City of Manitowoc

  
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Mackenzie Reed-Kadow, City Clerk/Deputy  
Treasurer

Date 12-01-22