

AGREEMENT TO FUNDRAISE FOR PHASE THREE OF THE SKATE PARK

This agreement is made and entered into this _____ day of _____, 2025, by and between Kris Kouba and the non-incorporated Friends of the Manitowoc Skate Park, and the City of Manitowoc, a Wisconsin municipal corporation located at 900 Quay Street, Manitowoc, WI 54220.

RECITALS

WHEREAS, the skate park within Miracles Park, a City of Manitowoc facility, constructed in 2005, attracts citizens and tourists for recreational activity; and,

WHEREAS, the Friends of the Manitowoc Skate Park (hereinafter “Friends”) wish to construct Phase Three of the Skate Park, which includes ramps and other skate elements to donate to the City of Manitowoc to improve the recreational opportunities available at Miracles Park; and,

WHEREAS, the City will allocate up to \$100,000 to match funds secured by the Friends in the amount of \$100,000 for Phase Three; and,

WHEREAS, the Friends will raise additional funds for any remaining funding necessary for the completion of Phase Three.

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Fund Control. The Friends agree that all funds raised shall be donated to the City of Manitowoc immediately, by having checks made out to the City of Manitowoc with the specific purpose of improving the Skate Park, which the City shall deposit in a segregated account for Skate Park improvements and maintenance.
3. Release of Funds. After the Friends have secured a grant from the West Foundation, it shall be deposited into a City of Manitowoc segregated account for Skate Park improvements and maintenance. The Friends will fundraise any additional funds required for the completion of Phase Three of the Skate park to be kept in the segregated account until they are required for payment for improvements. The City will allocate up to \$100,000 to be deposited into the segregated account for the construction of Phase Three in a matching dollar-for-dollar amount provided by the Friends and any donations or grants they have received for the same purpose.
4. Construction. Once the total fundraising goal is reached (to be determined by the City of Manitowoc, at the City’s sole discretion), the City shall be responsible for managing all public bidding and construction, including design and scope of the project.
5. Termination. Either party may terminate this Agreement with ten days written notice to the other party.
6. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered if it is sent by certified mail or personally delivered to:

Friends:
Kris Kouba
1233 South 16th Street
Manitowoc, WI 54220

CITY:
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

7. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.

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

City of Manitowoc

Friends of the Manitowoc Skate Park

By: _____
Mayor Justin M. Nickels

Kris Kouba, Director

By: _____
City Clerk Mackenzie Reed

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, 2025, the above named Kris Kouba, and acknowledge they executed the foregoing instrument.

Notary Public Manitowoc County, WI
My commission (expires)(is) _____.

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this ____ day of _____, 2025, the above signed Justin M. Nickels, Mayor, and Mackenzie Reed, City Clerk and Deputy Treasurer, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is):