

RUTH ST. JOHN AND JOHN DUNHAM
WEST FOUNDATION, INC.

February 27, 2019

Chad Scheinoha
900 Quay Street
Manitowoc, WI 54220

Dear Chad:

The Board of Directors of the Ruth St. John and John Dunham West Foundation, Inc. (West Foundation) has reviewed your grant request for \$13,000. The Board has approved a grant to the City of Manitowoc, Department of Public Infrastructure (Grantee) organization, in the amount of \$13,000 for an ADA-approved, Manitou Park kayak and canoe launch (Purpose).

This grant has been approved subject to the Grantee's acceptance of the following conditions and representations:

1. The grant will be used solely for the Purpose and Grantee will, upon request, return to the West Foundation any grant funds that are not needed or expended in connection with the Purpose.
2. Grantee's acceptance of our check in payment of the grant will constitute Grantee's representation that, at the time of such grant, Grantee is a tax-exempt charitable organization described in Section 501(c)(3) of the Internal Revenue Code (the Code), qualifies as a public charity described in Code Sections 509(a)(1), 509(a)(2), or 509(a)(3), and that Grantee's tax-exempt status has not been automatically revoked under Code Section 6033(j) (for failure to file form 990-series returns). Grantee will furnish to the West Foundation any information concerning a change or a proposed change in Grantee's exempt status.
3. The grant shall, at the West Foundation's option, become null and void and all grant funds shall be returned to the West Foundation if (i) for any reasons Grantee has not fully expended the grant funds by December 31, 2019, (ii) Grantee does not comply with any of the conditions set forth in this letter agreement, (iii) Grantee's tax-exempt status adversely changes, or (iv) Grantee makes any material changes in the Purpose without the West Foundation's prior approval. Please contact the West Foundation if any changes to the Purpose are anticipated.

THOMAS J. BARE, PRESIDENT

4. Grantee will give suitable recognition to the West Foundation as a program or project sponsor in publicity and program materials, in a manner consistent with the recognition given to other program sponsors. Grantee will consult with the West Foundation in advance regarding the manner in which the West Foundation will be recognized. Grantee will not identify or publicize the West Foundation in any manner which the West Foundation considers to be objectionable or unprofessional. Grantee agrees that the West Foundation may publicize its funding of the program on or in connection with the Foundation's website, brochures, publications, and other publicly-available materials.
5. The West Foundation desires that all resources of Grantee be dedicated to accomplishing charitable purposes. Accordingly, Grantee agrees not to recognize the West Foundation, its Board members, officers or staff, or this grant with certificates, plaques, free gifts, or similar mementos.
6. Grantee shall from time to time provide the West Foundation with such information concerning the Purpose and the use of the grant funds as the West Foundation may reasonably request. Grantee shall, in any event, provide progress reports to the West Foundation on the use of the grant no later than December 31, 2019. The report is to be sent to me as the West Foundation's representative and mailed to 915 Memorial Drive, Manitowoc, Wisconsin 54220.

Please signify your agreement to the foregoing terms and conditions by having a duly authorized officer sign in the space indicated and return your signed acceptance to me no later than March 27, 2019. If Grantee is unwilling to accept the terms of this letter, please contact me with a brief explanation of your concerns. Upon return receipt of the signed authorization, or when funds become available, we will forward our check to you in the amount of \$13,000.

Sincerely,



Thomas J. Bare
President, West Foundation, Inc.

TJB:dms
Enclosure

ACCEPTANCE OF GRANT

City of Manitowoc

**FOR AN ADA-APPROVED, MANITOU PARK KAYAK AND
CANOE LAUNCH**

IN THE AMOUNT OF

\$13,000

By: _____

Printed Name: _____

Title: _____

Accepted and agreed to this _____ day of _____, 2019.



Proposal

Please mail payment to:
 P.O. Box 222 • Jackson, WI 53037-0222
 262-305-3913
 badgerdocks@yahoo.com
 www.badgerdocksandlifts.com

PROPOSAL SUBMITTED TO CITY OF MANITOWOC		PHONE-HOME (920) 323-4194	PHONE-CELL _____
STREET 700 QUAY ST		JOB SITE STREET _____	
CITY, STATE, ZIP CODE MANITOWOC, WI 54220		JOB SITE CITY, STATE, ZIP CODE _____	
DATE 3-21-19	E-MAIL ADDRESS CHALL@MANITOWOC.ORG	JOB SITE LAKE/RIVER MANITOWOC RIVER	COUNTY OF DELIVERY MANITOWOC

DESCRIPTION	AMOUNT
1-KIT EZZLAUNCH "MOVE THRU" AND KAYAK LAUNCH	20,354.00
4-ANCHOR ASSEMBLIES INCLUDES (4) 2"X10' GALV. PIPE, (4) HD PIPE BRACKETS, 3 COUPLERS & (4) AUGERS	1,788.00
1-5'X12' ADA ALUMINUM GANGWAY	2708.00
1-HINGE ALUMINUM GANGWAY TO 60" FLOAT	475.00
1-Shipping	650.00
SUBTOTAL	\$ 25,975.00
WILLIAM & BARBARA VORRON DONATION	
CK NO. 3213 3-12-19 \$ 6000.00	- \$ 6,000.00

DOCKS	BOAT LIFTS	SUB TOTAL	AMOUNT
Approx. Deliv. Date or Pick Up _____	Approx. Deliv. Date or Pick Up _____	\$ 19,975	00
Shipping Charge (from manufacturer) \$ 650.00	Shipping Charge (from manufacturer) _____	TAX	- EXEMPT -
Delivery Charge _____	Delivery Charge _____	TOTAL	\$ 19,975.00
Assembly Charge (at shop) _____	Assembly Charge (at shop) _____	DOWN PAYMENT	\$ 9,987.50
Assembly Charge (on site) _____	Assembly Charge (on site) _____	UPON RECEIPT	\$ 9,987.50
Equipment Staggering Charge (at site) _____	Equipment Staggering Charge (at site) _____		
Assembly does not mean set up in lake/river	Assembly does not mean set up in lake/river		
Installation in Water Charge _____	Installation in Water Charge _____		
Boat Delivery Charge _____	Boat Delivery Charge _____		
Approx. Start Staggering Date _____	Approx. Start Staggering Date _____		
Approx. End Staggering Date _____	Approx. End Staggering Date _____		

Other-than-ordinary circumstances could result in an extra charge, over and above the installation fees quoted. Some of these are deep water (over 72'), mud and/or muck, inclines on the bank or rocks/boulder removal on lake bottom, difficult property to get equipment to water's edge, as well as installation of mud feet. This labor will be charged out at regular labor fees, extra equipment will be billed as needed.

Note: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I have read and understand the terms and conditions on the back of this proposal. Payment will be made as outlined above. (please mail back to the above address if accepted)

SERVICE CHARGE OF 1.5% PER MONTH ON PAST DUE ACCOUNTS OF 30 DAYS

Date of Acceptance: _____

Customer Signature: _____

All material is guaranteed to be as specified. (All work to be completed in a workman-like manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.)

Date of Approval of Proposal: 3-21-19
 Badger Docks LLC

By: [Signature]
 (Authorized Signature)