

AMENDMENT 2
TO
GRANT AGREEMENT NO. 0495-23-02
BY AND BETWEEN
CITY OF MANITOWOC, MANITOWOC COUNTY, WI
AND
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

DATED THE ____ DAY OF _____, 2025

This Amendment 2 to Harbor Assistance Program Grant Agreement No. 0495-23-02 dated the 29th day of January 2024, and amended on July 5th, 2024, is made and entered into this _____ day of _____, 2025, by and between City of Manitowoc (“CITY”) and the Wisconsin Department of Transportation (“WisDOT”).

WITNESSETH

WHEREAS, CITY and WisDOT entered into a Grant Agreement dated January 29, 2024 (“Original Grant Agreement”) and amended on July 5, 2024 (Amendment 1), concerning a project to dredge the bed of the Manitowoc River along a dockwall used to ship/receive agricultural commodities, as described in the Original Grant Agreement; and

WHEREAS, CITY has requested a modification of time in which to complete the work identified in the Original Grant Agreement as amended; and

WHEREAS, WisDOT is agreeable to granting a modification of time to complete the project as requested by the CITY.

NOW THEREFORE, the parties do hereby mutually agree as follows:

1. Section 2.3(b) is deleted and replaced by the following:

(b) CITY agrees to pay an amount which is no less than 20 percent of eligible costs as described in Section 3.3. CITY shall provide 100 percent of payment for any additional costs exceeding the amount granted by WisDOT herein (additional monies) that may be required to complete the scope of work under this Agreement according to the plans and specifications in Attachment B. If CITY fails on or before December 31, 2026, to complete to WisDOT's satisfaction any Approved Project element as set forth in Section 2.1 and any work as set forth in Section 2.2 and in Attachment B for which grant funds are expended, WisDOT's obligation to advance funds under this grant Agreement shall cease. CITY, however, shall thereafter complete the Approved Project at no additional expense to WisDOT as required under this Agreement.

2. Article 7.0 is deleted and replaced by the following:

ARTICLE 7.0 CONTRACT PERIOD

This Agreement shall be in effect upon the date set forth on page one of this Agreement and shall continue in effect for twenty-five (25) years from the completion of the Approved Project work or until terminated under Article 6.0. The Approved Project work shall be completed in accordance with this grant Agreement before December 31, 2026. If it is not so completed by December 31, 2026, CITY shall repay all the grant funds advanced to it as required under Section Trans. 28.08(5)(a), Wis. Admin. Code. If the Approved Project is not operated and adequately maintained for the purpose of transferring commercial waterborne cargoes, or if the Approved Project is converted to a use inconsistent with the

purposes of WisDOT's Harbor Assistance Program as provided for under Wis. Stats. sec. 85.095 and Wis. Admin Code. Chapter Trans 28, or if the Approved Project is inconsistent with the terms of this Agreement during the twenty-five (25) year period set forth above, or if this Agreement is cancelled or terminated for any reason whatsoever, WisDOT shall require full repayment of all funds advanced to CITY under this Agreement, and CITY shall promptly pay all such funds to WisDOT upon demand by WisDOT.

3. All other terms and conditions of the Original Grant Agreement, as amended, remain as originally set forth.

IN WITNESS WHEREOF, the parties have caused this Amendment 2 to Grant Agreement No. 0495-23-02 to be executed by their duly authorized officers.

Witness:

CITY of MANITOWOC

By: _____

Title: _____

Date: _____

Witness:

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

cc: Craig Briess – Briess Malt