

AGREEMENT BETWEEN THE CITY OF MANITOWOC AND BURGER BOAT
COMPANY

This agreement is made between the City of Manitowoc, a Wisconsin municipal corporation headquartered at 900 Quay Street and Shipbuilders of Wisconsin, Inc. d/b/a Burger Boat Company, Inc., a Wisconsin corporation with headquarters at 1811 Spring Street, in Manitowoc, WI, for the purposes of commemorating the agreement between the parties for reimbursement for dredging approximately 11,500 cubic yards of material in the launchwell and along the Burger Boat dockwall that Burger Boat Company, Inc. is undertaking in the City of Manitowoc.

RECITALS

WHEREAS, this agreement is for a project to dredging approximately 11,500 cubic yards of material in the launchwell and along the Burger Boat dockwall in the City of Manitowoc ("City") on property located on the Manitowoc River (as such property is more specifically defined in the "HAP Grant Agreement" attached hereto as Exhibit A, the "Property") owned by Burger Boat Company ("Burger") with the commonly known address of 1811 Spring Street; 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 (0495-26-05) 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, Burger 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 Burger as reimbursement for the costs incurred.

NOW, therefore, the parties agree as follows:

1. The City will assist Burger with construction and administration of this project and the HAP Grant by facilitating the reimbursement of the lesser of \$1,307,160 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 Burger and remitted to Burger as further set forth herein and the HAP Grant Agreement.
2. As between the City and Burger, Burger 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 Burger'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 Burger.
 - c. Remitting all HAP funds received for this project to Burger 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. Burger'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), Burger 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 Burger to its existing commercial users. Burger shall repay to WisDOT the grant funds provided by WisDOT to Burger under this Agreement in the event Burger 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 December 31, 2028, 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 6.2 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 Burger 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.

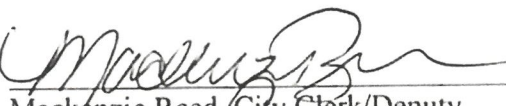
City of Manitowoc


Justin M. Nickels, Mayor

Date

5/12/26

City of Manitowoc


Mackenzie Reed, City Clerk/Deputy
Treasurer

Date

5/13/26

Shipbuilders of Wisconsin, Inc.
d/b/a Burger Boat Company


Name

Date

5/14/2026