

**FIFTH AMENDMENT
TO SERVICES AGREEMENT**

THIS FIFTH AMENDMENT TO SERVICES AGREEMENT is made effective January 1, 2024, between City of Manitowoc, a municipal corporation, 900 Quay Street, Manitowoc, WI 54220-4543; the City of Kiel, a municipal corporation, 621 Sixth Street, Kiel, WI 53042; and the Village of Mishicot, a municipal corporation, 511 East Main Street, Mishicot, WI 54228 (each referred to herein individually as a "**Municipality**" and collectively as the "**Municipalities**"), and Progress Lakeshore, Inc., a Wisconsin non-stock corporation, with its principal office at 202 North 8th Street, Suite 101, Manitowoc, WI 54220.

RECITALS

WHEREAS, the Municipalities and Progress Lakeshore entered into a Services Agreement for a term from January 1, 2011 to December 31, 2013, and the parties extended the terms and conditions of the Services Agreement for additional three (3) year periods in the First Amendment, commencing January 1, 2014 to December 31, 2016, the Second Amendment, commencing January 1, 2017 to December 31, 2019, the Third Amendment, commencing January 1, 2020 to December 31, 2023; and

WHEREAS, City of Two Rivers, Wisconsin, terminated its participation in the Services Agreement on December 31, 2021; and

WHEREAS, the parties extended the terms and conditions of the Services Agreement for an additional two (2) year period in the Fourth Amendment, commencing January 1, 2022 to December 31, 2023, (collectively the "Services Agreement"); and

WHEREAS, the parties wish to extend the terms and conditions of the Services Agreement for a three (3) year period commencing January 1, 2024 to December 31, 2027 (the "Extended Term");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Services Agreement is hereby amended and extended as follows:

1. Any capitalized terms not defined herein shall have the meaning set forth in the Services Agreement.

2. Section 1(C), Municipal Contributions is deleted in its entirety and replaced as follows: The annual contribution shall be \$79,076 provided by the Municipalities in the following allocation:

City of Manitowoc	\$69,252
City of Kiel	\$7,170
<u>Village of Mishicot</u>	<u>\$2,654</u>
<u>TOTAL</u>	<u>\$79,076</u>

3. Allocation calculations are determined by the most recent decennial census conducted by the United States Census Bureau; specifically, the populations listed within the DEC Demographic Profile. The calculated rate is \$2.00 per person and the 2020 U.S. Census reports the populations as:

City of Manitowoc: 34,626

City of Kiel: 3,585

Village of Mishicot: 1,327

4. The term of the Services Agreement is hereby extended for the Extended Term. All such dates, deadlines and notices in the Services Agreement are hereby amended to properly effectuate such extension. All financial obligations of the parties including without limited the Progress Lakeshores' obligation to raise at least \$79,076 for each year of the Extended Term and the Municipalities' obligations to contribute, in the aggregate, an equal amount, shall remain unchanged. Should Progress Lakeshore wish to obtain Future Contributions beyond 2027, Progress Lakeshore shall provide the notice contemplated in Section 2 of the Services Agreement on or before November 30, 2027.

5. In all other respects, the terms and conditions of the original Services Agreement shall remain in full force and effect.

PROGRESS LAKESHORE, INC.

By: _____
Eric Sitkiewitz, President Date

By: _____
Jamie Zastrow, Executive Director Date

CITY OF MANITOWOC

By: _____
Justin Nickels, Mayor Date

By: _____
Mackenzie Reed, City Clerk Date

CITY OF KIEL

By: _____
Mike Steinhardt, Mayor Date

By: _____
Casey Witterholt, City Administrator Date

VILLAGE OF MISHICOT

By: _____
Bernie J. Samz, President Date

By: _____
Kathy Reissmann, Village Clerk-Treasurer Date