

**FIRST AMENDMENT**  
**TO SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO SERVICES AGREEMENT is made effective January 1, 2014, between City of Manitowoc, Wisconsin, a municipal corporation, 900 Quay Street, Manitowoc, WI 54220-4543, the City of Two Rivers, Wisconsin, a municipal corporation, 1717 East Park Street, P.O. Box 87, Two Rivers WI 54241-0087, and the City of Kiel, a municipal corporation, 621 Sixth Street, Kiel, WI 53042 (each referred to herein individually as a "Municipality" and collectively as the "Municipalities") and the Economic Development Corporation of Manitowoc County, a Wisconsin non-stock corporation with its principal office at 202 North 8th Street, Suite 101, P.O. Box 813, Manitowoc WI 54221-0813 (the "EDC").

**RECITALS**

WHEREAS, the Municipalities and EDC entered into a Services Agreement for a term from January 1, 2011, to December 31, 2013 (the "Services Agreement"); and

WHEREAS, the parties wish extend the terms and conditions of the Services Agreement for a three (3) year period commencing January 1, 2014, to December 31, 2016 (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. 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 limitation the EDC's obligation to raise at least \$100,128 for each year of the Extended Term, and the Municipalities' obligations to contribute, in the aggregate, an equal amount, shall remain unchanged. Should the EDC wish to obtain Future Contributions beyond 2016, the EDC shall provide the notice contemplated in Section 2 of the Services Agreement on or before June 30, 2016.

3. The Municipalities' respective obligations to make such contributions for 2015 and 2016 shall be contingent upon the EDC making a written request to Manitowoc County for a contribution to the EDC for each of those years that is proportionate to the contributions being made by the municipalities; that is, pro-rated based on that percentage of the County's population residing in areas outside the boundaries of the Municipalities. Such requests must be delivered to the County Executive and the County Board Chairperson not later than September 1, 2014 (for funding in the 2015 County Budget) and September 1, 2015 (for funding in the 2016 County Budget); each shall also include a request that representatives of the EDC be allowed to make a presentation to the County Board Finance Committee and/or the full County Board, regarding that request.


Each of the Municipalities shall be provided with copies of these written requests from the EDC to the County, in a manner consistent with the terms of Article IV, Section 2 of the Services Agreement.

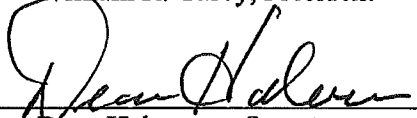
A failure by the EDC to deliver such a written request in a timely manner to the County may be considered an "extenuating circumstance," as provided in Article III, Section 2 of the Services Agreement, and may be reason for termination by any of the Municipalities, in its sole discretion, consistent with the terms of said Article III, Section 2.

The provisions of this Section shall not apply if Manitowoc County enters into a written agreement with the EDC, prior to September 1 of any of the years during the term of this Amendment, providing for County contributions as described above for the remaining year(s) of said term.

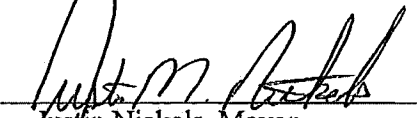
4. In all other respects, the terms and conditions of original Services Agreement shall remain in full force and effect.

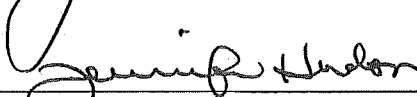
ECONOMIC DEVELOPMENT CORPORATION OF MANITOWOC COUNTY

By:  12/30/13  
William R. Casey, President Date


By:  2/4/14  
Dean Halverson, Secretary Date

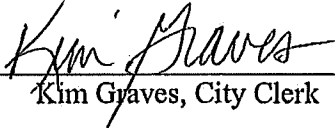
CITY OF MANITOWOC

By:  12/30/13  
Justin Nickels, Mayor Date


By:  12/30/13  
Jennifer Hudon, City Clerk Date

CITY OF TWO RIVERS

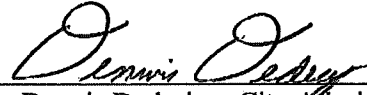
By:  12.23.2013  
Gregory E. Buckley, City Manager Date

By:  12/23/2013  
Kim Graves, City Clerk Date

CITY OF KIEL

By:   
Mike Steinhardt, Mayor

1/13/14  
Date

By:   
Dennis Dederling, City Administrator

1/6/2014  
Date

This document was drafted by:

Attorney Andrew J. Steimle  
Steimle Birschbach, LLC  
P.O. Box 2225  
Manitowoc, WI 54221-2225  
(920) 683-3500

Original

**SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MANITOWOC,  
THE CITY OF TWO RIVERS, AND THE CITY OF KIEL**

**AND**

**THE ECONOMIC DEVELOPMENT CORPORATION OF  
MANITOWOC COUNTY**

**2011-2013**

## INTRODUCTION

This Agreement (the “**2011-2013 Services Agreement**”) is by and between the City of Manitowoc, Wisconsin, a municipal corporation, 900 Quay Street, Manitowoc, WI 54220-4543, the City of Two Rivers, WI, a municipal corporation, 1717 E. Park Street, P.O. Box 87, Two Rivers WI 54241-0087, and the City of Kiel, a municipal corporation, 621 Sixth Street, Kiel, WI 53042 (each referred to herein individually as a “**Municipality**” and collectively as the “**Municipalities**”), and the Economic Development Corporation of Manitowoc County, a WI non-stock corporation with its principal office at 202 North 8th Street, Suite 101, P.O. Box 0813, Manitowoc WI 54221-0813 (the “**EDC**”). The Municipalities and/or the EDC shall hereinafter be generally referred to individually as a party or collectively as the parties. The effective date (the “**Effective Date**”) of this Agreement is the final day when this is executed by all parties hereto.

## RECITALS

WHEREAS, the Municipalities, Manitowoc County and the EDC previously entered into a three-year services agreement in 2004 (the “**2004-2007 Services Agreement**”) which expired December 31, 2007; and

WHEREAS, a new services agreement was executed by the parties in 2008 (the “**2008-2010 Agreement**”) which provided that Manitowoc County had the right to withdraw from its participation with and funding of the EDC, and Manitowoc County did elect to do so; and

WHEREAS, an amendment of the 2008-2010 Agreement was prepared with an effective date of April 1, 2009, removing Manitowoc County’s participation with and funding of the EDC pursuant to the request of Manitowoc County (the “**First Amendment to the 2008-2010 Agreement**”), with the 2008-2010 Agreement, as amended, expiring on December 31, 2010; and

WHEREAS, the Municipalities intend to collectively renew their ongoing support of and relationship with the EDC and provide funding in amounts more particularly set forth herein; and

WHEREAS, the EDC has committed to raise or earn certain funds to be used as part of the EDC’s annual operating budget for each year from 2011 to 2013 from sources other than the Municipalities including, without limitation, private donations, carry-over funds in excess of any previous fundraising efforts, grants, program income, fundraising events, investments, and administrative fees (collectively, the “**Non-Municipality Contributions**”); and

WHEREAS, the mission statement of the EDC is to lead diversified economic and community development efforts in order to improve the long term prosperity of the business community and residents of Manitowoc County; and

WHEREAS, the Municipalities and the EDC wish to continue their collaborative efforts and this Agreement is being entered into to memorialize the Municipalities’ and EDC’s understanding as to the commitments and obligations of each party.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT**

**ARTICLE I. OBLIGATIONS OF MUNICIPALITY**

**Section 1. Funding Commitments, Term and Renewals.** For purposes of this 2011-2013 Agreement, each fiscal year during which this 2011-2013 Agreement applies shall begin on January 1 and end on December 31 of that respective year. The term of this Agreement commences on January 1, 2011 and unless otherwise terminated as provided herein, expires December 31, 2013.

(A) Funding for 2010. The EDC has achieved its fundraising goal for the calendar year of 2010, and the Municipalities shall make their respective contributions for such year as identified in this Article I, Section 1(C) below in 2011.

(B) Funding for 2011-2013. Provided the EDC raises Non-Municipality Contributions of at least \$100,128 for each year prior to the year a Contribution is to be made, the City of Manitowoc, the City of Two Rivers, and the City of Kiel have each committed to provide their respective contribution as described in (C) below. Such contribution shall automatically renew on an annual basis through the 2013 contributions.

(C) Municipal Contributions. The annual contribution shall be \$100,128, provided by the Municipalities in the following allocation:

City of Manitowoc	\$66,663
City of Two Rivers	24,705
<u>City of Kiel</u>	<u>8,760</u>
<u>TOTAL</u>	<u>\$100,128</u>

**Section 2. Future Funding.** If the EDC requests funding from the Municipalities for years beyond 2013 (the “**Future Contributions**”), the EDC shall notify each respective Municipality in writing on or before June 30, 2013, and shall request a renewal of the Municipalities’ funding commitments. Such written request shall contain an explanation of the amount requested, and shall at minimum, specify the amount of private capital projected to be raised by the EDC during the year on which the determination of the amount of the Future Contributions will be based. Provided a proper request for Future Contributions is made as provided above, the Municipalities shall finalize their decision regarding future funding of the EDC on or before November 1, 2013 or some other mutually agreed upon dates between the EDC and each respective Municipality. If any of the Municipalities agree to give Future Contributions, the applicable parties shall enter into a new services agreement or an amendment to this Agreement setting forth the conditions under which the Future Contributions shall be made.

**Section 3. Timing of Payment.** During the term of this Agreement, each Municipality shall forward a lump sum payment of its annual investment to the EDC within thirty (30) consecutive calendar days after the Municipalities receive written notice from the EDC which shall include reasonable documentation that the EDC is in receipt of Non-Municipality Contributions of at least \$100,128 for each year.

**Section 4. Obligations to Provide Additional Funding to EDC.** It is expressly understood that if the EDC experiences any cash shortfall (defined herein as the EDC possessing insufficient or appropriate funds to pay salaries, operating expenses, or any indebtedness) in any calendar or fiscal year during the term of this Agreement, the EDC is expressly and solely responsible to provide additional funding through equity or debt arrangements to ameliorate the cash shortfall. The Municipalities are under no obligation to provide any additional cash or in-kind services over and above the amounts identified in Article I, Section 1(C).

## ARTICLE II. EDC OBLIGATIONS AND OPERATION

**Section 1. Services Provided.** During the term of this Agreement, the EDC shall utilize the Contributions and Non-Municipality Contributions to promote program specific economic development objectives and activities as described in the EDC's strategic plans, annual operating budgets and work plans.

**Section 2. Organization.** During the term of this Agreement, the EDC shall provide the Municipalities with copies of any amendments to its By-Laws and Articles of Incorporation within thirty (30) calendar days of adoption by the EDC's Board of Directors (the "Board").

**Section 3. Municipality Representation on Board.** During the term of this Agreement, the City of Manitowoc and the City of Two Rivers shall each have one (1) voting member on the Board who shall serve in accordance with the terms and provisions set forth in the By-Laws of the EDC. The City of Kiel, and any and all other municipalities that contribute (in the future) an amount to the EDC not less than \$8000 per year, shall have a standing invitation to send an ex-officio delegate to participate in Board meetings, however the delegate shall not be a voting member.

**Section 4. Board of Directors.** The Board shall govern the EDC and shall conduct its day-to-day activity in accordance with its approved By-Laws and any statutes, laws or regulations governing the operation of a Wisconsin non-stock corporation under Chapter 181 of the Wisconsin Statutes. The EDC is expressly and solely responsible for fulfilling all contractual obligations of the EDC.

**Section 5. Staff.** The EDC shall hire or contract for sufficient staff and volunteers to carry out its functions. The EDC is expressly and solely responsible for all hiring and decisions regarding staffing of the EDC.

**Section 6. Insurance.** The EDC shall be solely responsible to purchase and continually keep in effect insurance against such risks, both generally and specifically with respect to the location and operation of the EDC, and shall be solely responsible for securing liability, workers compensation and unemployment insurance, and any other coverage it deems necessary in the conduct of its business during the term of this Agreement.

**Section 7. Services to Municipalities.** During the term of this Agreement, the parties agree that there shall be no charge or fees imposed on any of the Municipalities for any EDC services rendered during the term of this Agreement. The parties further agree that the EDC may provide services to units of government or business located within Manitowoc County but located outside the geographic boundaries of the Municipalities if such units of government or businesses are or become financial supporters of the EDC in accordance with policies established by the EDC from time to time, or if in the reasonable discretion of the executive committee of the EDC, rendering services to such units of government or businesses is in the best interest of the Municipalities. The Municipalities shall be under no obligation to provide any accounting, budgeting, payroll or other services to the EDC.

**Section 8. Deleted.**

**Section 9. Reporting.** During the term of this Agreement, in the interest of maintaining communications and collaborative efforts between the parties hereto, the EDC may present two (2) or more reports in person to the City of Manitowoc and the City of Two Rivers, which may include without limitation an annual report (the "Annual Report"). The Annual Report may be presented by the EDC on or before June 30 of each year during the term of this Agreement. The Annual Report may include: (a) a summary which highlights the actions and activities of the EDC and the results of such actions during the prior fiscal year; (b) details regarding the work program for the current fiscal year; and (c) an audit for the previous fiscal year's operation of the EDC as prepared by an accountant independent of the EDC. In addition to the Annual Report, the EDC may also provide an update to the Municipalities during the second half of the calendar year, providing an update on the EDC's progress in such year since the Annual Report. In addition, the EDC may provide an Annual Report to the City of Kiel.

**Section 10. Business Referrals.** To the fullest extent allowed by law, the EDC shall maintain in the strictest confidence all communications, reports, and other materials provided by or related to local businesses and business prospect inquiries, as defined elsewhere in this Section, pursuant to this Agreement. No local business information or business prospect information will be disclosed or delivered to the Municipalities by the EDC except in the sole and absolute discretion of the EDC. If the EDC decides to release such information, the EDC may release such information to one or more (as determined by the EDC in its sole and absolute discretion) of the following Municipality contacts:

- A. For the City of Manitowoc, to the City Planner with a copy to the Mayor;
- B. For the City of Two Rivers, to the Economic Development Supervisor with a copy to the City Manager; and
- C. For the City of Kiel, to the City Administrator with a copy to the Mayor.

A "local business" is defined herein as an existing business enterprise already conducting operations within Manitowoc County. A "business prospect inquiry" is defined herein as a bona fide inquiry to the EDC that includes a request for information regarding land, building or financial investment for starting, expanding or locating the operation of a business enterprise



within Manitowoc County or a Municipality. The EDC shall not obligate or commit any Municipality to any financial commitment related to any business prospect inquiry.

**Section 11. Cooperation.** While the general purpose of the EDC is to promote economic development activities in Manitowoc County, the EDC is specifically authorized to enter into cooperative arrangements and contracts with persons or organizations of any type or kind to further economic development in Manitowoc County.

**Section 12. Deleted.**

**Section 13. Indemnification.** During the term of this Agreement, the EDC and its insurer, as applicable, agree to protect, save, defend, indemnify and hold the Municipalities, the Municipalities' officers, agents and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, attorney's fee including those imputed to the respective Municipality's legal counsel, or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this Agreement (excepting therefrom for the preparation and review of this Agreement), or the EDC management or operation, or from any condition other than due to the Municipality's negligence, recklessness or intentional acts. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The EDC further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

### ARTICLE III. TERMINATION OR LIQUIDATION OF THE EDC

**Section 1. Termination/Liquidation of EDC and Disposition of Assets Upon Determination by Board of Directors.** If the EDC ceases its operation for reasons deemed appropriate by the Board, the Board shall wind up the affairs of the EDC in accordance with its By-Laws and the current laws then in effect. If, after the payment of all debts of the EDC, there are remaining proceeds, unless otherwise prohibited by law, the EDC shall distribute the remaining assets between the Municipalities and the current contributors in relationship to the level of funding provided to the EDC for the immediately preceding two (2) year period, provided such applicable party(ies) are current with their contribution to the EDC and are in good standing with the organization, based upon methodology deemed appropriate at that time by the Board.

**Section 2. Termination by Municipality(ies).** If any Municipality should determine not to fund the EDC during the term of this Agreement due to extenuating circumstances (i.e. extreme budget shortfalls), such Municipality shall provide written notice of termination of this Agreement to the EDC and the Remaining Municipalities (as defined below) by October 1 of the year prior to the year such Municipality is withdrawing its funding commitment. For example, should the EDC reach its fundraising goals for 2011, and the City of Manitowoc wish to terminate future financial contributions to the EDC, the City of Manitowoc must then provide the notice to the EDC, the City of Two Rivers and the City of Kiel (constituting all the Remaining Municipalities) by October 1, 2011. Thereafter, the City of Manitowoc would be obligated by

January 31, 2012 to make its committed contribution to the EDC for the 2011 calendar year (due to the EDC achieving its 2011 fundraising goals and due to the lag in payments), but the City of Manitowoc shall not be obligated to make additional contributions for any further fundraising achieved by the EDC for calendar year 2012 or later. If any Municipality terminates this Agreement (the "**Terminating Municipality**") as permitted hereby, those Municipalities that have not terminated the Agreement (the "**Remaining Municipalities**") shall continue to be bound hereby until a new services agreement between the EDC and the Remaining Municipalities is executed. The Terminating Municipality's obligations hereunder shall terminate, and the EDC's obligations with respect to such Terminating Municipality shall terminate, and this Agreement shall be null and void as to the Terminating Municipality as of 11:59 p.m. on December 31 of the year during which notice of termination is given. Upon such termination, the Terminating Municipality's representation on the EDC Board of Directors shall also terminate (and the Remaining Municipalities and the EDC shall effectuate all requisite amendments to the EDC's bylaws, if necessary). If the EDC is under contract to perform services on behalf of any business enterprise located within the jurisdiction of the Terminating Municipality and the EDC's contractual obligations thereunder extend beyond the effective date of the termination by the Terminating Municipality, the EDC shall, in its discretion, endeavor to commence charging the recipient business enterprise for such continued services beyond the effective date of such termination. Should the Terminating Municipality wish to re-enter the Service Agreement with the EDC, it shall submit a written request for reinstatement which shall be promptly reviewed and considered by the EDC Board of Directors.

#### ARTICLE IV. OTHER PROVISIONS

**Section 1. Deleted.**

**Section 2. Notices and Demands.** A notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by facsimile transmission, or by first class mail, or by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and delivered to the parties in the following manner:

- A. City of Manitowoc, Attn: City Clerk, 900 Quay Street, Manitowoc WI 54220-4543;
- B. City of Two Rivers, Attn: City Manager, 1717 East Park Street, P.O. Box 87, Two Rivers WI 54241-0087;
- C. City of Kiel, Attn: City Administrator, 621 Sixth Street, Kiel, WI 53042; and
- D. Economic Development Corporation of Manitowoc County, Attn: Executive Director, 202 N. 8<sup>th</sup> Street, Suite 101, Manitowoc WI 54220 with a copy to Attorney Andrew J. Steimle, Steimle Birschbach, LLC, 21 Maritime Drive, Suite 100, P.O. Box 2225, Manitowoc, WI 54221-2225.

The above addresses may be changed at any time by the parties by notice given in the manner provided in this Section 2.

The parties further agree that electronic signatures such as by facsimile or email transmission are valid for execution or amendment of this Agreement, and that electronic transmission/facsimile is an authorized form of notice as that term is used in this Agreement.

**Section 3. No Liability of the Municipalities.** The Municipalities shall have no obligation or liability to the EDC or any other party retained by the EDC in the performance of the EDC's obligations and responsibility under the terms and conditions of this Agreement. The EDC specifically agrees that no representations, statements, assurances, or guarantees will be made by the EDC to any third party, or by any third party, which is contrary to this provision.

**Section 4. Severability.** If any provisions of this Agreement are deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.

**Section 5. Amendments.** This Agreement is the entire agreement between the parties, and can only be modified or changed in writing executed by all parties.

**Section 6. Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective transferees, successors and assigns. Any transfer of any party's interest in this Agreement shall not release the transferor from its obligations hereunder.

**Section 7. Time of Essence.** Time is of the essence of this Agreement and of every term, condition, or covenant to be performed by the parties.

**Section 8. Assignment.** The EDC shall not assign any or all of this Agreement without the prior written consent of each Municipality.

**Section 9. Applicable Law.** This Agreement shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with, the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.

**Section 10. Headings.** The section titles have been inserted in this Agreement primarily for convenience and do not define, limit or construe the contents of any provisions set forth herein. If headings conflict with the text, the text shall control.

**Section 11. Pronouns.** Whenever the singular is used herein the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa as the context shall require

**Section 12. Integration and Conflicts.** If any provision of this Agreement conflicts with any provision of the resolutions adopted by the Municipalities, the provisions of this Agreement shall control.

**Section 13. Relationship of Parties.** Nothing in this Agreement nor any act of the Municipality shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

**Section 14. Construction.** The Municipalities and the EDC have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party hereunder by virtue of that party having drafted this Agreement or any portion thereof.

**Section 15. Representation and Warranties.** The undersigned parties represent and warrant that at the time and date of execution of this Agreement, the undersigned have the power, authority and legal right to execute and enter into this Agreement, and to execute, enter into, and deliver all documents required to complete requirements contained in this Agreement.

**Section 16. Deleted.**

**Section 17. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

**Section 18. Approvals in Writing.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized officer of each entity comprising the Municipality, and delivered to all other parties to this Agreement at the address specified in Article IV, Section 2. Wherever any approval is required by the terms of this Agreement, and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

**Section 19. Limitation of Damages.** Notwithstanding any other provision herein, neither the Municipalities nor the EDC shall be responsible or liable for any indirect, special, incidental, punitive or consequential damages whatsoever.

**Section 20. Date.** This Agreement shall be effective and binding as of the date of the last execution.

[SIGNATURES TO IMMEDIATELY FOLLOW]

ECONOMIC DEVELOPMENT CORPORATION OF MANITOWOC COUNTY

By: Andrew J. Steimle  
Andrew J. Steimle, President

2/2/11  
Date

By: Karen Jacobson  
Karen Jacobson, Secretary

2/9/11  
Date

CITY OF MANITOWOC

By: \_\_\_\_\_  
Justin Nickels, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jennifer Hudon, City Clerk

\_\_\_\_\_  
Date

CITY OF TWO RIVERS

By: \_\_\_\_\_  
Gregory E. Buckley, City Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kim Graves, City Clerk

\_\_\_\_\_  
Date

CITY OF KIEL

By: \_\_\_\_\_  
Robert Werdeo, Jr, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dennis Dederling, City Administrator

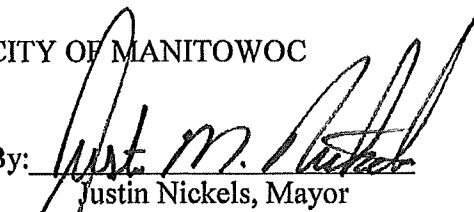
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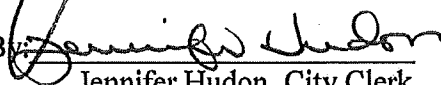
ECONOMIC DEVELOPMENT CORPORATION OF MANITOWOC COUNTY

By: \_\_\_\_\_  
Andrew J. Steimle, President Date

By: \_\_\_\_\_  
Karen Jacobson, Secretary Date

CITY OF MANITOWOC

By:  \_\_\_\_\_  
Justin Nickels, Mayor 10/25/11  
Date

By:  \_\_\_\_\_  
Jennifer Hudon, City Clerk 10/25/11  
Date

CITY OF TWO RIVERS

By: \_\_\_\_\_  
Gregory E. Buckley, City Manager Date

By: \_\_\_\_\_  
Richard A. Schultz, City Clerk &  
Finance Director Date

CITY OF KIEL

By: \_\_\_\_\_  
Robert Werdeo, Jr, Mayor Date

By: \_\_\_\_\_  
Dennis Dederling, City Administrator Date

ECONOMIC DEVELOPMENT CORPORATION OF MANITOWOC COUNTY

By: \_\_\_\_\_  
Andrew J. Steimle, President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Karen Jacobson, Secretary

\_\_\_\_\_  
Date

CITY OF MANITOWOC


By: \_\_\_\_\_  
Justin Nickels, Mayor

\_\_\_\_\_  
Date

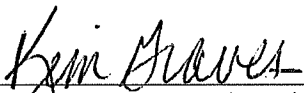
By: \_\_\_\_\_  
Jennifer Hudon, City Clerk

\_\_\_\_\_  
Date

CITY OF TWO RIVERS

By:   
Gregory E. Buckley, City Manager

10-04-2011  
Date

By:   
Kim Graves, City Clerk

10-04-2011  
Date

CITY OF KIEL

By: \_\_\_\_\_  
Robert Werdeo, Jr, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dennis Dederling, City Administrator

\_\_\_\_\_  
Date

ECONOMIC DEVELOPMENT CORPORATION OF MANITOWOC COUNTY

By: \_\_\_\_\_  
Andrew J. Steimle, President Date

By: \_\_\_\_\_  
Karen Jacobson, Secretary Date

CITY OF MANITOWOC

By: \_\_\_\_\_  
Justin Nickels, Mayor Date

By: \_\_\_\_\_  
Jennifer Hudon, City Clerk Date

CITY OF TWO RIVERS

By: \_\_\_\_\_  
Gregory E. Buckley, City Manager Date

By: \_\_\_\_\_  
Richard A. Schultz, City Clerk &  
Finance Director Date

CITY OF KIEL

By: Robert Werdeo, Jr.  
Robert Werdeo, Jr, Mayor 9-21-2011  
Date

By: Dennis Dederer  
Dennis Dederer, City Administrator 9/20/2011  
Date