

**FOURTH AMENDMENT
TO SERVICES AGREEMENT**

THIS FOURTH AMENDMENT TO SERVICES AGREEMENT is made effective January 1, 2022, between City of Manitowoc, Wisconsin, 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, and the Third Amendment, commencing January 1, 2020 to December 31, 2023, (collectively the "Services Agreement"); and

WHEREAS, City of Two Rivers, Wisconsin, is terminating its participating in the Services Agreement;

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. Effective January 1, 2022, the City of Two Rivers, Wisconsin, will no longer be a party to the Services Agreement.

3. Section 1(C), Municipal Contributions is deleted in its entirety and replaced as follows: The annual contribution shall be \$78,223, provided by the Municipalities in the following allocation:

City of Manitowoc	\$66,663
City of Kiel	\$8,760
<u>Village of Mishicot</u>	<u>\$2,800</u>
<u>TOTAL</u>	<u>\$78,223</u>

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 a least \$78,223 for each year of the Extended Term and the Municipalities' obligations to contribute, in the aggregate, an equal amount, shall remain

unchanged. Should the Progress Lakeshore wish to obtain Future Contributions beyond 2023, Progress Lakeshore shall provide the notice contemplated in Section 2 of the Services Agreement on or before November 30, 2023.

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

PROGRESS LAKESHORE, INC.

By: Sam Grage
Sam Grage, President

11/30/2021
Date

By: Jamie Zastrow
Jamie Zastrow, Executive Director

11/30/2021
Date

CITY OF MANITOWOC

By: _____
Justin Nickels, Mayor

Date

By: _____
Mackenzie Reed-Kadow, City Clerk

Date

CITY OF KIEL

By: _____
Mike Steinhardt, Mayor

Date

By: _____
Jamie Aulik, City Administrator

Date

VILLAGE OF MISHICOT

By: _____
Bernie J. Samz, President

Date

By: _____
Carol Paider, Village Clerk-Treasurer

Date