

Jim  
10-17-16

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**SECOND AMENDMENT  
TO SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO SERVICES AGREEMENT is made effective January 1, 2017, 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 Progress Lakeshore, Inc. (Formerly 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.

**RECITALS**

WHEREAS, the Municipalities and Progress Lakeshore entered into a Services Agreement for a term from January 1, 2011, to December 31, 2013 the parties extended the terms and conditions of the Services Agreement for a three (3) year period commencing January 1, 2014, to December 31, 2016 (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, 2017, to December 31, 2019 (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 Progress Lakeshore'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 Progress Lakeshore wish to obtain Future Contributions beyond 2019, Progress Lakeshore shall provide the notice contemplated in Section 2 of the Services Agreement on or before June 30, 2019.

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

Progress Lakeshore, Inc

By: \_\_\_\_\_  
Mark Herzog, President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
William Kiel, Secretary

\_\_\_\_\_  
Date

CITY OF MANITOWOC

By: \_\_\_\_\_  
Justin M. 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: \_\_\_\_\_  
Mike Steinhardt, Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

This document was drafted by:

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