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May 1, 2014

Mr. Gary Heim
Director of IS
Manitowoc Public Utilities
1303 South 8th Street
Manitowoc, WI 54221-1090

Re: 2014-2015 IAS & Landisc Support Renewal

Letter of Agreement

Dear Mr. Heim:

The City's current IAS Support Agreement runs through June 30, 2014. Article 3, Period of Agreement, allows for the renewal of IAS Support for an additional year through written consent by both Tyler and the City. This Letter will authorize this renewal and extend the period of agreement from July 1, 2014 to June 30, 2015. Upon the signing of this Letter of Agreement, both parties agree that the Terms & Conditions of the original contract's Articles of Agreement and Scope of Services remain in full force and effect for the term of this renewal.

Below is a breakdown of those services and this term's corresponding fees:

Support Services:

IAS Maintenance Support	\$42,630.00
Landisc	\$ 1,080.00
Total Due	\$43,710.00

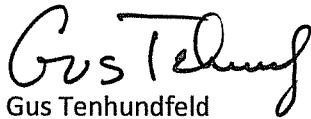
The total fee for the above services provided under this Agreement is **FORTY-THREE THOUSAND SEVEN HUNDRED TEN DOLLARS** (\$43,710.00). In addition, the enclosed 2014 Time & Material Rates are included as part of this Letter of Agreement. Please sign all copies and return one (1) copy in the postage paid envelope included with this letter.

The City has chosen to procure the required Oracle® Annual Technical Support on its own and is responsible for maintaining a valid agreement for as long as the City executes the Company's IAS solution.

Tyler will notify the City at least sixty (60) days prior to this renewal's expiration and will request, in writing, the continuation of this support agreement at the then prevailing rates. The City shall notify Tyler at least thirty (30) days prior to the expiration of this renewal should the City choose not to renew this agreement for the 2015-2016 period.

Tyler appreciates our current business relationship and we again thank you for your continued confidence in our ability to provide professional services. If you have any questions, please contact me at 1-800-800-2581, ext. 1924, or via email at gus.tenhundfeld@tylertech.com.

Sincerely,



Gus Tenhundfeld
Inside Sales Manager

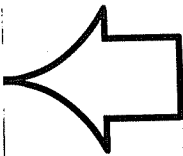
Enclosure

I agree with the terms and conditions of this Letter.
City of Manitowoc, Wisconsin

Signature *Justin Nickels, Mayor*

Date

Jennifer Hudon, City Clerk



2014 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2014 are as follows:

Technology	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$265.00	\$330.00
Project Manager	\$180.00	\$235.00
Database Administrator (DBA)	\$175.00	\$215.00
Technology Staff	\$170.00	\$205.00
Appraisal		
Appraiser - Senior	\$160.00	\$200.00
Appraiser - Commercial	\$125.00	\$150.00
Appraiser - Residential	\$105.00	\$130.00
Data Collector - Commercial	\$70.00	\$90.00
Data Collector - Residential	\$55.00	\$70.00
Data Entry/Clerical	\$40.00	\$50.00

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.