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Additional Services Addendum

This Additional Services Addendum ("Addendum") is made by and between Tyler Technologies, Inc. with offices at One Tyler Way, Moraine, OH 45439 ("Tyler") and the City of Manitowoc with offices at 900 Quay Street, Manitowoc, Wisconsin 54220-4543 ("Client").

WHEREAS, Tyler and Client are parties to an original agreement for Assessment Services dated on or about January 14, 2016 ("Agreement"); and

WHEREAS, the Client is in need of additional services beyond the scope of the Agreement; and

WHEREAS, Tyler is able to provide said additional services for the additional fees as described in this Addendum; and,

WHEREAS, Tyler and Client desire to exercise the Additional Services clause under Section F(3) of the Agreement for the services described in Attachment A to this Addendum;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler will provide the services described in Attachment A – Statement of Work for the term of February 15, 2016 through August 31, 2016.
2. The Client agrees to pay Tyler, for the services described in Attachment A, a total of FORTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$45,500.00) in accordance with Exhibit B – Invoicing and Payment Policy of the Agreement.
3. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Addendum as of the date set forth below ("Effective Date").

Tyler Technologies, Inc.
Appraisal & Tax Division

City of Manitowoc, Wisconsin

By: _____

By: _____

Name: Abby Diaz

Name: Justin M. Nickels

Title: Associate General Counsel

Title: Mayor

Date: _____

Date: _____

By: _____

By: _____

Name: Andrea Fravert

Name: Jennifer Hudon

Title: Corporate Attorney

Title: City Clerk

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Way
Moraine, OH 45439
Attention: David J. Johnson,
President CLT Appraisal Services

Address for Notices:

City of Manitowoc, Wisconsin
900 Quay Street
Manitowoc, WI 54220
Mr. Nicolas Sparacio,
Community Development Director

STATE OF MAINE)

) ss.

COUNTY OF CUMBERLAND)

Personally came before me this ____ day of _____, 2016, the above signed Abby Diaz and acknowledged that she executed the foregoing instrument on behalf of Tyler Technologies, Inc.

Notary Public

My Commission Expires: _____

STATE OF MAINE)

) ss.

COUNTY OF CUMBERLAND)

Personally came before me this ___ day of _____, 2016, the above signed Andrea Fravert and acknowledged that she executed the foregoing instrument on behalf of Tyler Technologies, Inc.

Notary Public

My Commission Expires: _____

STATE OF WISCONSIN)

)ss.

COUNTY OF MANITOWOC)

Personally came before me this ___ day of _____, 2016, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk, City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public
Manitowoc County, Wisconsin

My commission expires: _____



Statement of Work

The following Statement of Work details the services to be delivered by Tyler Technologies, Inc. to the Client under your Services Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

SECTION I. Assessment Duties

The prescribed duties of Tyler shall include, but not necessarily be limited to, the following:

- A. Tyler shall perform the municipal assessment services as the statutory assessor of the City of Manitowoc, pursuant to Chapter 70 of the Wisconsin Statutes (as amended from time to time) as hereinafter set forth. Tyler shall provide an individual currently certified at the Assessor 2 level of certification to provide these services. Tyler and the Client shall mutually agree to the Tyler staff designated as the statutory assessor and that person shall report and be accountable to Community Development Director or his/her designee.
- B. Tyler shall provide regularly scheduled on-site service hours one (1) day per week by a staff member with a Property Appraiser certification or above. Said hours will be mutually agreeable to Tyler and the Client. Additionally, Tyler shall respond to assessment related questions from the general public and/or City staff via phone or email remotely. Responses to general information questions shall be made within forty eight (48) hours during normal business hours.
- C. Tyler shall measure, list, conduct interior inspections as needed on residential, commercial and agricultural class properties. Typically, these inspections will be conducted on properties with outstanding building permits and properties that requested a review of their assessment.
- D. Tyler shall maintain the assessment database and update with current ownership information, sales, permits, annexations, acreage, values, legal descriptions and other relative assessment information.
- E. Tyler shall collect pertinent income and expense information on properties requesting a review of their assessment or appearing during the Open Book period.
- F. Tyler shall modify the Agricultural Use Value Rates annually as provided by the Wisconsin Department of Revenue. The provided rates from the Department of Revenue shall be equated up or down to the best estimate of the general level of assessment for 2016.
- G. Tyler shall value all locally assessed personal property in the City's IAS software. This includes sending reminder letters to owners of personal property that do not initially complete a personal property form and valuing dooamage assessments.

- H. Tyler shall review all requests for exemption and process according to Wisconsin Statutes.
- I. Tyler shall complete a sales ratio analysis for sales occurring during 2015.
- J. Tyler shall prepare all forms as may be required by its duties under this Agreement, and file same with the appropriate units of government, including but not limited to; the Municipal Assessor's Report (MAR), the Tax Incremental District Report (TAR), the Exempt Computer Report (ECR) and the Annual Assessor Report (AAR).
- K. Tyler shall review residential, commercial and other class properties that changed characteristics via building permit to determine an appropriate change in value when warranted. All value changes will be posted to the CA and AA modules of the Client's IAS Assessment Software.
- L. Tyler shall send notices of assessment to all properties that change in value for the 2016 tax year.
- M. Tyler shall prepare and print the Assessment rolls for use during Open Book and Board of Review.
- N. Tyler shall prepare for Board of Review to begin no later than July 18, 2016.
- O. Tyler shall attach corrections from the 2015 assessment roll to the 2016 assessment roll and provide a memo of said corrections to the City Clerk.
- P. Tyler shall prepare an Occupational Tax Report and attach to the 2016 assessment roll.
- Q. Tyler shall review Low Income Exempt Certifications in order to determine the qualifications for exemption.
- R. Tyler shall balance the CAMA and Assessment modules of the IAS software prior to and at the conclusion of Board of Review.
- S. Any additional services not described in Schedule A will be provided to the Client upon written request by the Client specifying that additional services are requested at the Time & Materials Rates.

SECTION II. Support of Assessment Service by the Client

A. Office Assistance

The Client shall attempt to process basic calls and inquiries, assist with stuffing and folding assessment related mailings if needed and assist with scheduling appointments.

B. Computer Services

The Client shall make available to Tyler access to its IAS CAMA software both on site and remote access.

C. Office Space

The Client shall provide, at no cost to Tyler, suitable office space and all necessary accoutrements to allow Tyler to perform the functions related to commercial valuation.

E. Mailing and Postage

The Client shall be responsible for the cost of all mailings and postage relating to the assessments.