

RESOLUTION NO. 2024-001

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN TYLER
TECHNOLOGIES, INC. AND THE VILLAGE REGARDING PERSONAL PROPERTY
TAX**

WHEREAS, Tyler Technologies, Inc. (“Tyler”) and the Village are parties to an agreement dated March 10, 2023 (the “Agreement”); and

WHEREAS, Assembly Bill 245 repealed Wisconsin's personal property tax and certain filing requirements associated with the tax, which takes effect for property tax assessments beginning January 1, 2024; and

WHEREAS, the Village and Tyler desire to amend language related to personal property assessment and update the fees due under the Agreement, with said language changes set forth in the attached amendment to the Agreement as **Exhibit A** (the “Amendment”);

WHEREAS, Village staff has reviewed the Amendment and recommend its approval.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Caledonia, Racine County, Wisconsin, authorizes the Village Administrator to execute the Amendment.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 9 day of January 2024.

VILLAGE OF CALEDONIA

By: Thomas R. Weatherston

Thomas R. Weatherston, President

Attest: Megan O'Brien

Megan O'Brien, Deputy Village Clerk



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Village of Caledonia, Wisconsin, with offices at 5043 Chester Lane, Racine, Wisconsin 53402 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated March 10, 2023 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. Due to recent legislation (Assembly Bill 245) repealing Wisconsin's personal property tax, and certain filing requirements associated with the tax, which takes effect for property tax assessments beginning January 1, 2024, the services relating to personal property assessment, as described in Section II (E) of Schedule A to Exhibit C to the Agreement, are hereby removed from the Agreement effective February 1, 2024. Accordingly, the fees due to Tyler under the Agreement are hereby amended as follows:
 - a. Annual Maintenance Services fees applicable to the term commencing February 1, 2024 are hereby reduced by ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00).
 - b. Annual Maintenance Services fees applicable to the term commencing February 1, 2025 are hereby reduced by ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00).
 - c. The Section of Exhibit A to the Agreement entitled "Annual Maintenance Services" is hereby deleted in its entirety and replaced with the following:

Annual Maintenance Services

The Client shall pay Tyler a fee of **EIGHTY-EIGHT THOUSAND DOLLARS (\$88,000.00)** for the services described in Schedule A of Exhibit C for the period of February 1, 2023 through January 31, 2024.

The Client shall pay Tyler a fee of **EIGHTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$88,600.00)** for the services described in Schedule A of Exhibit C for the period of February 1, 2024 through January 31, 2025.

The Client shall pay Tyler a fee of **NINETY THOUSAND THREE HUNDRED DOLLARS (\$90,300.00)** for the services described in Schedule A of Exhibit C for the period of February 1, 2025 through January 31, 2026.

Invoices will be in twelve (12) equal installments at the beginning of each month.

2. Section II (E) of Schedule A to Exhibit C is hereby deleted in its entirety and replaced with the following:

E. SECTION INTENTIONALLY OMITTED.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Village of Caledonia, WI

By: _____

By: Thomas R Weatherston

Name: _____

Name: THOMAS R WEATHERSTON

Title: _____

Title: PRESIDENT

Date: _____

Date: 1/9/24