CITY OF SPRINGDALE
City Council Committee Agenda
Monday, August 17th, 2026
City Council Chambers (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30p.m.

Committee of the Whole

1. ***A Presentation*** regarding the potential use of Rabbit Foot Lodge. Presented by Mayor Doug Sprouse and Teresa Hilliard.

Ordinance Committee by Chairman Mike Lawson

2. ***A Resolution*** adopting the 2026 Comprehensive Land Use Plan and Future Land Use Map for the City of Springdale, Arkansas; Superseding Resolution No. 151-12; and for Other Purposes. Presented by Sharon Tromburg, Planning Director, and Garver. Pgs. 1-26

Finance Committee by Chairman Jeff Watson

3. ***A Discussion*** regarding technology and cybersecurity modernization. Presented by Colby Fulfer, Chief of Staff, and Mark Gutte, IT Director. Pg. 27

4. ***A Resolution*** authorizing the Mayor to enter into an agreement for professional services with McGrath Human Resources Group for compensation consulting services; and for other purposes. Presented by Colby Fulfer, Chief of Staff, and Katherine Bowen, HR Director. Pgs. 28-50

Police & Fire Committee by Chairman Brian Powell

5. ***A Resolution*** amending the 2026 budget of the City of Springdale, Arkansas, and authorizing an agreement with Tyler Technologies, Inc. for the migration of the city's public safety software to a Software-as-a-Service platform. Presented by Derek Wright, Police Chief, and Mark Gutte, IT Director. Pgs. 51-78

RESOLUTION NO. ______

A RESOLUTION ADOPTING THE 2026 COMPREHENSIVE LAND USE PLAN AND FUTURE LAND USE MAP FOR THE CITY OF SPRINGDALE, ARKANSAS; SUPERSEDING RESOLUTION NO. 151-12; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas Code § 14-56-412 and § 14-56-422 authorize the Springdale Planning Commission to prepare a land use plan and establish the process for its review, certification, and adoption by the Planning Commission and City Council; and

WHEREAS, the City Council adopted the City's current Comprehensive Land Use Plan by Resolution No. 151-12 on November 6, 2012, and the City has since experienced substantial growth, development, annexation, infrastructure investment, and changes in community needs and development patterns; and

WHEREAS, the Planning Commission, with assistance from City staff, professional consultants with Garver, public agencies, community stakeholders, and members of the public, has prepared an updated Comprehensive Land Use Plan and Future Land Use Map to guide future growth, development, redevelopment, infrastructure coordination, and land-use decisions;

WHEREAS, after providing the notice required by law, the Planning Commission held a public hearing on August 4, 2026, considered the proposed plan and public comments, adopted the plan and forwarded its recommendation to the City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT: the above-mentioned Comprehensive Land Use Plan and Map dated July___, 2026, is hereby adopted to be used as the City's official guide for future development of the City.

PASSED AND APPROVED THIS ___ DAY OF _____________, 2026.

____
Doug Sprouse, Mayor

ATTEST:

____
Sabra Jeffus, City Clerk

APPROVED:

____
Garett Harlan, City Attorney

FUTURE LAND USE PLAN UPDATE

Land Use Categories and Goals & Policies

SPRINGDALE™

WE'RE MAKING IT HAPPEN

DRAFT JULY 30, 2026

CONTENTS

INTRODUCTION

WHAT IS A FUTURE LAND USE PLAN?

An official guide for future development, the Future Land Use Plan translates a vision into a long-range community roadmap for how land should be used and how the community should grow over time. It is a PLAN that serves as a resource for community members and stakeholders as well as Planning Commission, City Staff, and elected officials. It doesn't regulate development directly, but rather acts as a guide for where residences, businesses, and industry should be developed, as well as where parks, roads, and other key elements of community life should be located. This is achieved through a series of land use categories that encompass the types of uses that are appropriate in a given area. The FLU helps local leadership make informed decisions about development, infrastructure, and public investment so that growth happens in a thoughtful, coordinated way to support long-term goals.

WHY DOES THE PLAN NEED TO BE UPDATED?

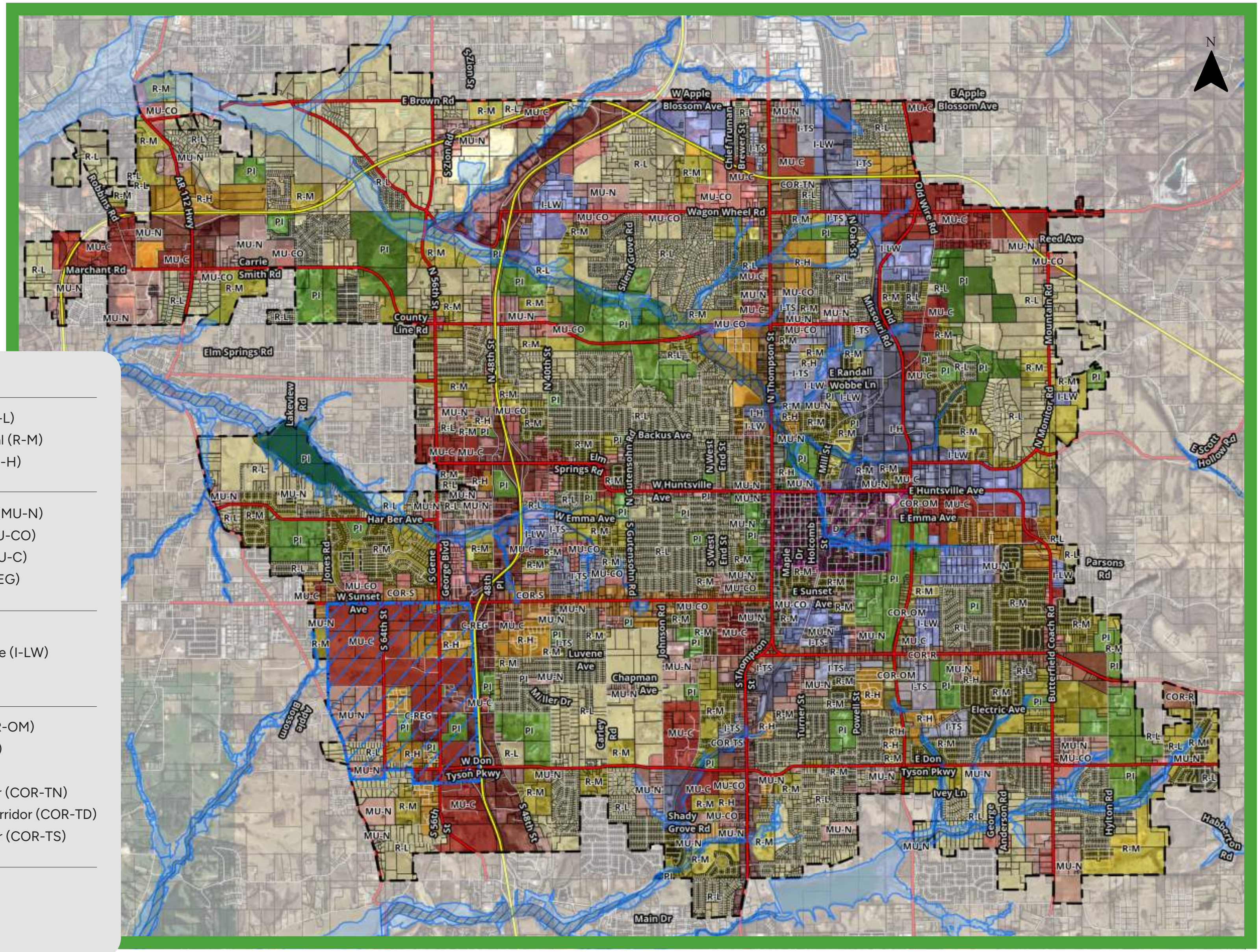
Over time, needs increase and priorities shift. These may be in the form of pressure for new or different types of housing, changes in transportation patterns, how the local economy is evolving, and ultimately new ideas for what you want Springdale to be. An update is basically revisiting the vision initially cast for our City, acknowledging current challenges and how to respond to them, and making sure the FLU still reflects our community values.

HOW IS IT BEING UPDATED?

Grounded in the City's past and focused on its future, this 2026 Land Use Plan effort is a collaborative endeavor informed by existing plans and policies, existing land uses/conditions, existing/planned infrastructure, recent investments and efforts, contextual compatibility and transitions, future needs and opportunities, as well as community and stakeholder input. This 2026 update aims to add additional land use categories with greater nuance to better reflect the character and growth of the community. It recognizes and celebrates the City's unique culture, sense of place, and economic resilience as it incrementally helps the City move forward in a thoughtful and proactive way.

FUTURE
LAND USE PLAN MAP

FUTURE LAND USE PLAN MAP



LEGEND

RESIDENTIAL
- Low Density Residential (R-L)
- Medium Density Residential (R-M)
- High Density Residential (R-H)

MIXED-USE and COMMERCIAL
- Neighborhood Mixed-Use (MU-N)
- Community Mixed-Use (MU-CO)
- Commercial Mixed-Use (MU-C)
- Regional Commercial (C-REG)

INDUSTRY and TECHNOLOGY
- Trades and Services (I-TS)
- Light Industrial / Warehouse (I-LW)
- Heavy Industrial (I-H)

CORRIDORS
- Old Missouri Corridor (COR-OM)
- Robinson Corridor (COR-R)
- Sunset Corridor (COR-S)
- Thompson [North] Corridor (COR-TN)
- Thompson [Downtown] Corridor (COR-TD)
- Thompson [South] Corridor (COR-TS)

SPECIAL DISTRICTS
- Public / Institutional (PI)
- Downtown (D)
- Southwest Overlay District

FUTURE
LAND USE CATEGORIES

RESIDENTIAL

LOW DENSITY RESIDENTIAL

(4 Dwelling Units per acre, or fewer)

Low-density residential areas act to preserve the scale and character of low-density residential neighborhoods while encouraging reinvestment through rehabilitation, infill on vacant lots, and modest density options that are compatible with surrounding development. This category seeks to limit non-residential encroachment through appropriate transitions, buffering, and design requirements. Pedestrian infrastructure with sidewalk connections, and connections to the larger trail network should be considered when new developments are proposed.

Leavenworth, KS

MEDIUM DENSITY RESIDENTIAL

(2 - 16 Dwelling Units per acre)

Medium density residential areas will have a similar character to low density residential areas; however, they feature a greater variety of housing types, smaller lots, increased small-scale non-single-family residential, and traditional apartment style housing may also be found in this district. As emphasized in higher intensity categories, walkability and connections to workplaces, commercial areas, educational facilities and recreation should be considered priority with walkability strongly encouraged.

North Little Rock, AR

RESIDENTIAL

HIGH DENSITY RESIDENTIAL

(12 Dwelling Units per acre, or more)

This category is intended to provide the largest diversity of housing options for a variety of income, household size, and lifestyle. High Density Residential uses should be located near corridors and commercial or mixed-use areas that will serve the residents in these areas. Conversely, it is envisioned that the housing in this category will support such nearby accessible businesses. Connections to workplaces, commercial areas, educational facilities, and recreation should be prioritized with walkability acting as a critical component.

Huntsville, AL

MIXED-USE & COMMERCIAL

NEIGHBORHOOD MIXED-USE

Representing the lowest intensity mixed-use land use category, Neighborhood Mixed-Use features a variety of housing types that include single family and neighborhood-scale multi-unit residential, with non-residential amenities integrated within.

This land use category is designed to cohesively address the natural mixed-use buildout that often occurs at intersections and along Collector and higher classification streets as structures transition from single family residential uses to small multifamily, office, and other light commercial uses.

Further, this category may serve as a transition between lower and higher intensity areas. Pedestrian connectivity is prioritized throughout, and non-residential uses should complement the existing residential uses, address the street, support local sense of place, and be designed in a way to support the existing neighborhood fabric.

Near key intersections the intensity will change and become more of a node of development. These areas will be slightly higher in intensity, and more attention to the transition and adjacent uses will be required to ensure compatibility.

Conway, AR

COMMUNITY MIXED-USE

This land use type supports small-scale commercial uses and small-scale multi-unit residential uses. These areas provide amenities to surrounding neighborhoods. As this land use type is often adjacent to lower intensity residential areas, pedestrian connectivity is prioritized with future development in these areas.

Similar to the Neighborhood Mixed Use category, this area is intended to help transition from higher intensity uses to less intense uses.

Little Rock, AR

MIXED-USE & COMMERCIAL

COMMERCIAL MIXED-USE

Found in several areas across the city, this land use type provides a multitude of amenities and facilitates commercial and higher density residential in a combined development, a single structure, or independently. The intent is to blend living, working, and recreational activities into a pedestrian friendly area that supports multi-modal transportation infrastructure. Trail Oriented Development is encouraged in this category and should be integrated with other development types. Development should address the street, and less desirable strip development shall be discouraged. Cross access, shared parking, and ample pedestrian connections should be required through regulations to assist with traffic flow and accessibility in these areas.

As in the Neighborhood Mixed Use Category, key intersections will increase in intensity and become more of a node of development. These areas will be slightly higher in intensity, and more attention to the transition and adjacent uses will be required to ensure compatibility. Buildings will address the street and provide an anchor for the Commercial Mixed-Use Areas. Pedestrian infrastructure and protected street crossings will be prevalent in the Commercial Mixed-Use Nodes.

Oklahoma City, OK

MIXED-USE & COMMERCIAL

REGIONAL COMMERCIAL

Typically located along regional arterials including I-49, this land use type promotes amenities and services serving the regional population as well as interstate travelers. Hospital campuses, lodging, supercenters, box store retail, vehicle dealerships, and large-scale mixed-use commercial centers are common development types. Heavy and increasing vehicular traffic is projected in these areas, but care should be taken to address pedestrian accessibility and provide multi-modal transportation options, connections to the Greenway will be critical in these areas to make sure that multimodal transportation continues to connect regional commercial services to the community.

Durham, NC

CORRIDORS

OLD MISSOURI CORRIDOR

This corridor includes large, undeveloped parcels at and south of the Huntsville Commercial node. The area between E. Huntsville Road and Don Tyson Parkway contains several large civic and institutional uses. It is anticipated that this corridor will have less intensity of use than some of the other corridors, and will support a mix of housing types with associated community mixed-use and public uses. As residential uses increase along this corridor, a commitment to multi modal transportation, pedestrian accommodations, and services is critical. Care should be taken to avoid creating a strong dependency on car-oriented housing without providing the necessary amenities. In order to achieve this balance, it is recommended that:

- Nodes are developed at Robinson and Don Tyson Parkway that support commercial mixed uses with connections for residents.
- Strong pedestrian connections are required when developments are planned and that bike/pedestrian and other appropriate multi-modal transportation infrastructure are incorporated with development.
- A majority of the parking is placed at the side or rear of developments to increase the human scale.
- Enhancements for the streetscape and safety for all users by reducing open curb / curb cuts is emphasized with development.
- Commercial structures face and address the public street.

ROBINSON CORRIDOR

A primary transportation route spanning the eastern half of the City, the Robinson Corridor is a mixed-use area serving as a critical section of US Hwy 412 and providing a diverse set of resources in a vehicle dominated environment. While the proposed 412 Bypass is anticipated to direct through-traffic and some truck traffic across the north edge of Springdale, this place type is focused on thoughtful development and re-development of properties now, in a way that supports multi-modal transportation and further strengthens economic development in the core of Springdale. Representing a prominent entry point into central Springdale from the east, site design and the architectural and overall development should be of high quality, supporting the overall fabric of the City. The corridor has a multi-faceted character that can be organized into the following sub-sections with recommendations:

- *Robinson Corridor (Thompson to 265)*: Currently characterized primarily by heavy commercial land uses and virtually devoid of sidewalks, goals include promoting larger and taller mixed-use (residential and non-residential) buildings along the street and bringing pedestrian infrastructure improvements to the corridor, to bring new and beneficial resources back to the center of the city.
- *Robinson Corridor (265 to Butterfield Coach)*: With smaller footprint businesses, general highway commercial, and mixed density residential along the edges, goals include encouraging infill development and requiring design standards that improve the corridor for all users.
- *Robinson Corridor (east of Butterfield Coach)*: On the eastern fringe of town and with higher posted vehicular speeds, goals include focusing on mixed-use node development and continuing pedestrian and multi-modal infrastructure improvements.

CORRIDORS

SUNSET CORRIDOR

Characterized primarily by highway/strip commercial with uncoordinated curb cuts and streetscapes lacking pedestrian infrastructure, the establishment of this corridor recognizes the adopted plan's vision to incrementally and thoughtfully transition this area into a more multi-modal friendly corridor that enhances the aesthetic and function of the area. This land use type supports a variety of uses to continue the long-running economic development benefits of this corridor while requiring new development to holistically support the corridor vision by:

- placing the majority of parking at the side or rear of developments;
- incorporating bike/pedestrian and other appropriate multi-modal transportation infrastructure;
- enhancing the streetscape and safety for all users by reducing open curb / curb cuts;
- building structures that front and address the public street
- designing sites to accommodate business needs while also implementing win-win improvements through site design and landscape architecture.

THOMPSON CORRIDOR (NORTH)

Spanning from East Apple Blossum Avenue to Backus Avenue/Sanders Avenue

This corridor is less developed than other sections of Thompson Street and features more open greenfield development opportunities along the road.

This land use type and corridor is a primary northern gateway into central Springdale. As discussed with the Old Missouri corridor, special attention should be given when this area develops to achieve a balance of residential, commercial, services and amenities for residents. Specifically, the following should be considered:

- Nodes should be developed at Wagon Wheel Road, Morris Avenue, and Backus Avenue, that support commercial mixed uses with connections for residents.
- Strong pedestrian connections should be provided when developments are planned, including incorporation of bike/ pedestrian and other appropriate multi-modal transportation infrastructure.
- A majority of the parking should be placed at the side or rear of developments to increase the human scale.
- Enhancements for the streetscape and safety for all users by reducing open curb / curb cuts should be incorporated.
- Commercial structures should face and address the public street.

CORRIDORS

THOMPSON CORRIDOR (DOWNTOWN)

This land use type accommodates the primary north/south transportation corridor of the greater downtown area from Backus Avenue to Porter Avenue. Just as the Highway 71 road footprint has evolved significantly over the last 100 years, the streetscape and future development in this area should continue to evolve to holistically support this critical region. As a primary downtown infrastructure area, development and redevelopment in this area should advance multi-modal infrastructure and urban forms that will incrementally work toward transforming this corridor into a more pedestrian-friendly area. Some ways to help achieve this goal is to:

- Pull buildings to the street.
- The area has many small and local businesses, so the footprint and building style should encourage this type of development.
- Commercial Design standards to address the consistent street frontage that is desired to accompany the extension of downtown to this corridor.

THOMPSON CORRIDOR (SOUTH)

Spanning from Porter Ave to the City limits

This portion of the corridor is dominated by larger commercial with developments setback from the street and large parking lots located along the frontage. There are a few developing nodes, notably at the intersection of Don Tyson Parkway and South Thompson Street, and at West Robinson Avenue and South Thompson Street. Advancing additional building form and residential infill uses along this portion of the corridor could bridge the connection between Springdale and the Northwest Arkansas Region. Policies to encourage this corridor to develop should include:

- Allow appropriate infill and include a mix of uses.
- Increase the pedestrian and multimodal connections.Limit large parking lots adjacent to the street corridor, but continue to allow larger format commercial structures as well as larger multi-family residential complexes.

CORRIDORS

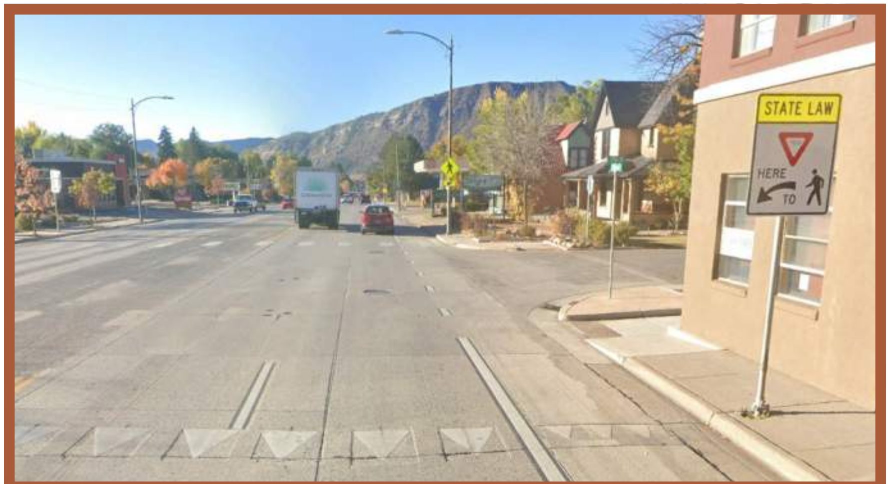
The images shown are examples of how corridors can develop into connected spaces while still serving the primary roles of transportation and economy.

Duluth, GA

Duluth, GA

Huntsville, AL

Huntsville, AL



Durango, CO

SPECIAL DISTRICTS

PUBLIC AND INSTITUTIONAL

Areas within the Public land use category encompass facilities and land owned or operated by public and quasi-public entities. These uses can include public schools, parks, cemeteries, public facilities, transportation areas, utility infrastructure, places of worship, and other similar uses.


Springdale, AR

DOWNTOWN

Land use guidance in this core central district defers to the adopted Downtown Springdale Master Plan and its updates and amendments.

INDUSTRY & TECHNOLOGY

Springdale has a significant industrial land use sector, anchored by both historic industries and growing modern industrial parks and facilities. The city's industrial footprint reflects its role in manufacturing, processing, distribution, and related employment within Northwest Arkansas.

TRADES AND SERVICES

These areas are intended for very light industrial uses, low impact technology industry, small scale warehousing and trades and services commercial uses that do not require high visibility, and therefore do not need frontage along highly trafficked streets. They may be placed behind other commercial areas that depend on visibility for their customer base. Some uses in this zone may have small storefronts, and this land use type also encourages maker spaces and other smaller scale creative entrepreneurs.

Springdale, AR

LIGHT INDUSTRIAL / WAREHOUSE

These areas include light industrial uses such as limited manufacturing, automotive repair, light fabrication work, technology industry, and for warehousing uses that may require a larger footprint but do not produce significant noise, odors, and do not generate significant customer traffic.

Springdale, AR

INDUSTRY & TECHNOLOGY

HEAVY INDUSTRIAL

This land use type is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environmental nuisances, which are objectionable to residential or business use. Example uses and scale of facilities include poultry processing and other food-related processing/manufacturing; waste transfer and recycling facilities; industrial parks; heavy industry and manufacturing.

University Hill, IL

GOALS & POLICIES

GOALS & POLICIES

RESIDENTIAL

GOAL	POLICIES
The residential land use categories are intended to promote and protect the health, safety, convenience, and general welfare of the community while providing housing opportunities that support Springdale's continued growth. Residential development should preserve neighborhood character where appropriate, encourage reinvestment and infill, provide a variety of housing choices, and ensure that development occurs in a manner that is compatible with surrounding land uses and supported by adequate infrastructure.	1. Protect and enhance the character, stability, and long-term viability of existing residential neighborhoods while encouraging appropriate reinvestment and redevelopment. 2. Ensure an adequate supply of land designated for residential development that accommodates a range of housing types, densities, and household sizes. 3. Promote compatible transitions between residential neighborhoods and adjacent commercial, industrial, mixed-use, or higher-intensity residential development through site design, buffering, landscaping, building orientation, and other context-sensitive design techniques. 4. Encourage neighborhood design that promotes safety, connectivity, and accessibility through an interconnected street network, sidewalks, trails, and transportation options while discouraging unnecessary cut-through traffic in residential neighborhoods. 5. Support a diverse housing stock that provides opportunities for residents throughout all stages of life and varying household needs while reinforcing neighborhood compatibility. 6. Encourage residential densities that are consistent with the Future Land Use Plan and appropriate to surrounding development, available infrastructure, and public facilities. 7. Direct medium and high-density residential development toward areas with convenient access to arterial or collector streets, employment centers, commercial services, schools, parks, transit opportunities, and other community amenities. 8. Encourage quality site design in residential developments through open space, landscaping, pedestrian connectivity, and recreational amenities appropriate to the scale and intensity of development.

GOALS & POLICIES

MIXED-USE & COMMERCIAL

GOAL	POLICIES
The Mixed-Use and Commercial land use categories are intended to promote economic vitality, expand employment opportunities, and provide convenient access to goods, services, housing, and community destinations. Development should occur in locations that support orderly growth, efficient infrastructure investment, multimodal transportation, and compatibility with surrounding neighborhoods while creating attractive, connected, and resilient places.	1. Promote orderly and efficient commercial and mixed-use development that is consistent with the Future Land Use Plan and reinforces the City's long-term growth strategy. 2. Support commercial and mixed-use development that strengthens Springdale's economic base, expands employment opportunities, broadens the tax base, and serves the daily and regional needs of residents, businesses, and visitors. 3. Ensure commercial and mixed-use development is compatible with adjacent neighborhoods through appropriate transitions in land use intensity, building scale, site design, buffering, landscaping, lighting, and access management. 4. Promote higher-intensity mixed-use areas that integrate residential, commercial, office, entertainment, and civic uses in pedestrian-oriented environments with multimodal transportation, shared parking, and interconnected development patterns. 5. Direct commercial and mixed-use development to locations where adequate utilities, roadway capacity, drainage, and public services exist or can be efficiently provided. 6. Encourage coordinated, master-planned developments that utilize shared access, cross access, shared parking, and internal circulation while discouraging fragmented or isolated development patterns. 7. Encourage the adaptive reuse, redevelopment, and modernization of existing commercial areas to improve long-term economic viability and community appearance. 8. Encourage neighborhood-scale mixed-use development that complements surrounding residential areas by providing small-scale commercial, office, civic, and residential uses connected by sidewalks and designed to reinforce neighborhood character. 9. Support mixed-use centers that provide neighborhood-serving commercial uses, housing, employment, and community amenities while serving as appropriate transitions between lower- and higher-intensity development. 10. Direct large-scale commercial development to locations with regional transportation access and infrastructure capacity while encouraging coordinated site planning, multimodal access, and compatibility with adjacent land uses.

GOALS & POLICIES

CORRIDORS

GOAL	POLICIES
The Corridor land use categories are intended to support Springdale's primary commercial corridors as centers for commerce, employment, services, and transportation. These corridors should accommodate a broad range of commercial, employment, institutional, and mixed-use development while improving mobility, access management, safety, and overall corridor appearance. Development should reinforce each corridor as a functional transportation route, an economic asset, and a recognizable gateway into the community.	1. Promote commercial, employment, trade, service, institutional, hospitality, and mixed-use development that strengthens Springdale's economy, expands employment opportunities, and supports long-term investment. 2. Encourage development that creates recognizable, attractive corridor environments through quality architecture, coordinated signage, landscaping, streetscape improvements, and gateway features. 3. Preserve the mobility and carrying capacity of arterial corridors through coordinated site design, access management, and transportation improvements. 4. Improve the function and capacity of major corridors through coordinated access management, including shared driveways, cross-access, consolidated access points, and interconnected parking areas, while enhancing safe and convenient travel for motorists, pedestrians, bicyclists, transit users, and freight. 5. Support a broad range of commercial uses, including retail, offices, restaurants, hospitality, entertainment, trade services, contractor services, automotive businesses, and employment-generating uses appropriate to each corridor. 6. Encourage reinvestment and redevelopment of aging commercial properties to improve economic performance, property appearance, transportation efficiency, and long-term viability. 7. Require development that contributes to an attractive public realm by emphasizing building orientation, coordinated parking, landscaping, pedestrian amenities, and quality site planning. 8. Direct higher-intensity commercial development to corridors with adequate transportation capacity, utilities, drainage, and public services. 9. Where corridors adjoin residential neighborhoods, encourage appropriate transitions through landscaping, buffering, building design, access management, and compatible site planning.

GOALS & POLICIES

INDUSTRIAL

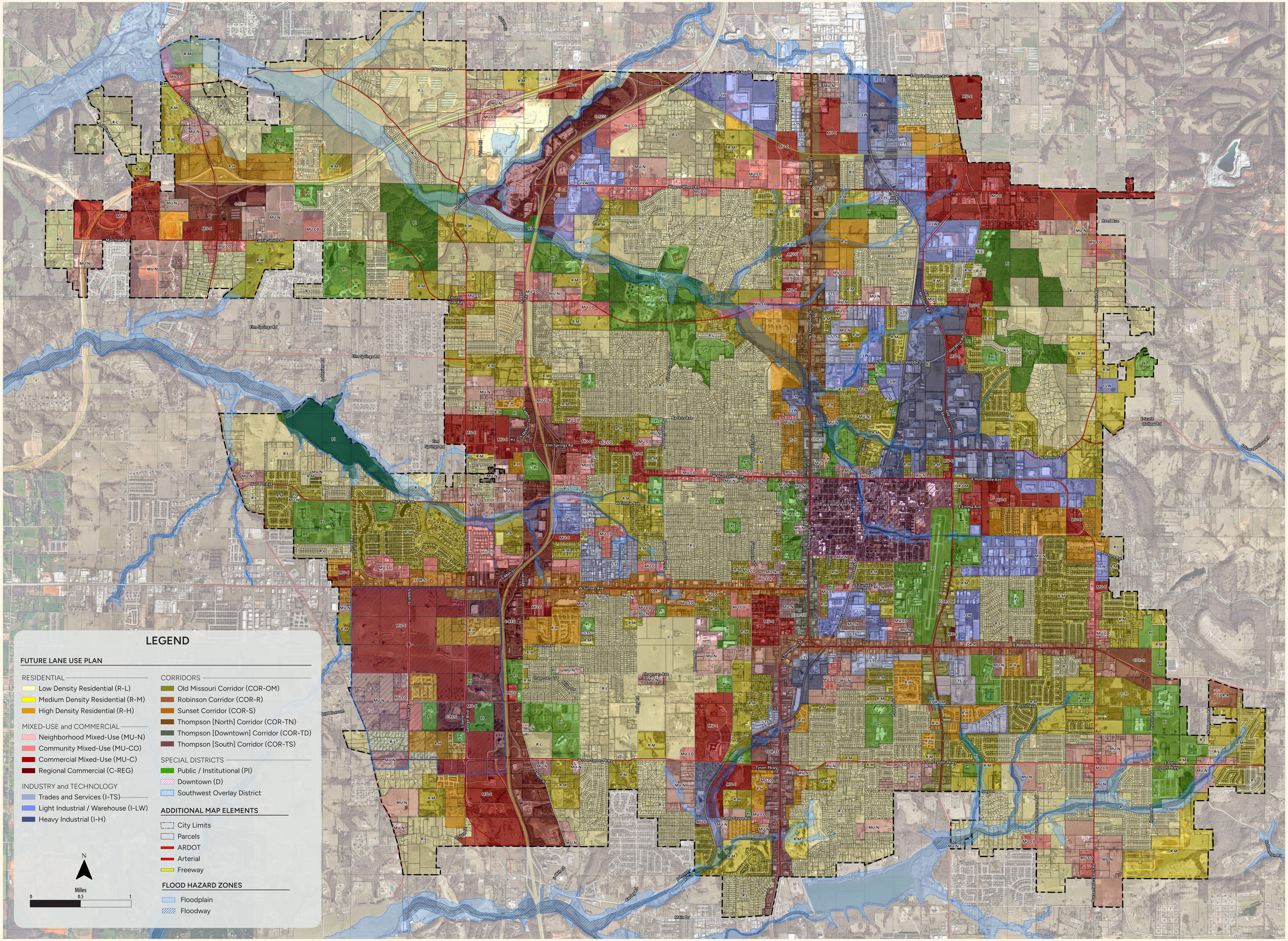
GOAL	POLICIES
The Industry and Technology land use categories are intended to support Springdale's long-term economic vitality by providing locations for manufacturing, technology, logistics, warehousing, trades, services, research, and industrial employment. Industrial development should be located where transportation infrastructure, utilities, and public services can efficiently support business operations while ensuring compatibility with adjacent land uses through appropriate site design, buffering, and transitions.	1. Promote industrial and technology development that expands employment opportunities, strengthens the City's economic base, supports business investment, and encourages long-term economic resilience. 2. Maintain an adequate supply of land designated for trades and services, light industrial, warehousing, technology, manufacturing, logistics, and heavy industrial uses to meet current and future economic needs. 3. Preserve industrial land for employment-generating uses by discouraging incompatible encroachment and maintaining appropriate transitions between industrial and non-industrial development. 4. Direct industrial development to areas served by adequate transportation facilities, utilities, rail access where available, freight corridors, and other infrastructure necessary to support industrial operations. 5. Promote site planning, buffering, landscaping, building orientation, and operational design that minimizes impacts on adjacent residential, commercial, and mixed-use development while supporting industrial productivity. 6. Encourage coordinated industrial parks, business campuses, and employment centers that efficiently utilize infrastructure, internal circulation, shared access, and compatible industrial uses. 7. Support technology industries, research and development, maker spaces, creative industries, advanced manufacturing, and entrepreneurial business environments that diversify Springdale's employment base. 8. Recognize the varying operational needs of trades, services, warehousing, manufacturing, and heavy industry by providing opportunities for a broad range of employment-generating uses appropriate to each industrial category. 9. Encourage trades, contractor services, maker spaces, small-scale warehousing, technology businesses, and flex industrial uses in locations that support business operations while minimizing impacts on surrounding development.

GOALS & POLICIES

PUBLIC LAND USE

GOAL	POLICIES
The Public land use category is intended to provide accessible, well-located public, civic, educational, recreational, cultural, religious, and utility facilities that support the health, safety, welfare, and quality of life of Springdale residents. These institutional uses should be integrated into the community in a manner that promotes accessibility, efficient public service delivery, neighborhood compatibility, and long-term community investment.	1. Provide opportunities for public and institutional facilities that serve the educational, recreational, civic, cultural, public safety, utility, and community service needs of existing and future residents. 2. Encourage public and institutional facilities to be located where they are accessible to the populations they serve through convenient roadway access, sidewalks, trails, bicycle facilities, and other multimodal transportation connections. 3. Promote the thoughtful integration of public and institutional uses into surrounding neighborhoods through compatible site design, landscaping, buffering, building orientation, and appropriate transitions. 4. Support the strategic location of police, fire, emergency services, utilities, and other essential public facilities to maximize operational efficiency, response times, and community resilience. 5. Encourage the equitable distribution of parks, trails, open spaces, and recreational facilities throughout the community to serve residents of all ages while enhancing environmental quality and neighborhood livability. 6. Support schools and educational campuses that are appropriately located, safely accessible, and integrated with surrounding neighborhoods while considering transportation, enrollment, and community needs. 7. Coordinate public and institutional development with available infrastructure, utilities, transportation networks, and long-range capital improvement planning. 8. Recognize public and institutional facilities as important civic assets that contribute to neighborhood identity, community gathering, cultural enrichment, and overall quality of life. 9. Encourage public and institutional facilities to serve as destinations within the City's multimodal transportation network by providing safe connections to adjacent neighborhoods, parks, schools, trails, transit, and other community facilities.

FUTURE LAND USE PLAN



City of Springdale
Future Land Use Plan Update DRAFT

July 30, 2026

Technology & Cybersecurity

Networking & Security				
			Upgrades for increased bandwidth, connectivity and cybersecurity		
	Local Area Network				
			Tor Switch upgrade		$ 30,000.00
			Switch maintenance w/ additions		$ 75,000.00
	Firewalls				
			Firewall - Redundant	host	$ 45,000.00
	Security				
			Video Servers replacement	12 @ 8 sites	$200,000.00
Software & Updates					
			Server maintenance		$ 25,000.00
			Server software		$ 75,000.00
Clients					
	Workstations & Mobiles				
		60	Workstations & laptops		$100,000.00
		27	MDT and vehicle equipment 60 units		$192,000.00
		50	Mobiles and tablets		$ 20,000.00
				Total:	$762,000.00

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MCGRATH HUMAN RESOURCES GROUP FOR COMPENSATION CONSULTING SERVICES; AND FOR OTHER PURPOSES

WHEREAS, the City of Springdale has determined that professional compensation consulting services are necessary to assist the City in evaluating and maintaining an equitable and competitive compensation system; and

WHEREAS, McGrath Human Resources Group submitted a proposal to provide compensation consulting services to the City; and

WHEREAS, the City has selected McGrath Human Resources Group to perform Project II, Position Questionnaire and Point Factor Analysis, and Project III, Market Update, as described in the proposal and professional services agreement; and

WHEREAS, the professional services agreement was negotiated pursuant to the professional services procurement procedures set forth in Arkansas Code Annotated §§ 19-65-201 et seq.; and

WHEREAS, the professional services agreement provides for compensation and reimbursable travel expenses in an amount not to exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00); and

WHEREAS, sufficient funds are available within the Administration Department budget for the professional services authorized herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

<u>Section 1.</u> The Mayor is hereby authorized to enter into and execute an Agreement for Professional Services between the City of Springdale, Arkansas, and McGrath Human Resources Group for compensation consulting services consisting of Project II, Position Questionnaire and Point Factor Analysis, and Project III, Market Update, substantially in the form presented to the City Council.

<u>Section 2.</u> The expenditure of funds from the Administration Department budget is hereby authorized in an amount not to exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00), in accordance with the terms of the professional services agreement.

PASSED AND APPROVED this _____ day of __________________, 2026.

____
Doug Sprouse, Mayor

ATTEST:

____
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

____
Garrett Harlan, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF SPRINGDALE, ARKANSAS AND MCGRATH HUMAN RESOURCES GROUP FOR COMPENSATION CONSULTING SERVICES

THIS AGREEMENT FOR COMPENSATION SERVICES "Agreement" is made and entered by and between McGrath Human Resources Group, Inc., hereinafter "Consultant", and City of Springdale, Arkansas hereinafter "City".

WHEREAS, this Agreement was negotiated pursuant to the professional services procurement procedures set forth in Arkansas Code Annotated §§ 19-65-201 et seq.;

WHEREAS, the City issued a Request for Proposal for compensation consultant services which was revised after a scope revision;

WHEREAS, the Consultant submitted a response to the proposal, dated July 7, 2026, to the City to conduct a Compensation Study.

WHEREAS the City selected the Consultant to perform Project II and III of the proposal.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

1. The City shall engage the Consultant, and the Consultant hereby agrees, to perform the work of Project II and III as set forth in its proposal of July 7, 2026, referred to as the "Project".

2. The Consultant shall undertake and complete the Project in such sequence as to assure the expeditious completion and to best carry out the purposes of the Agreement.

3. The cost of the project will not exceed total compensation of $54,600, in consultation fees. The City shall pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice as follows:

   - $ 5,000 upon receipt of the signed Agreement;
   - $29,600 upon submission of the draft compensation schedule;
   - $12,000 upon submission of the draft report; and
   - $8,000 upon submission of the final report, plus travel expenses not to exceed 5,000.

   The City shall remit payment to the Consultant within 30 days of receipt of said billing.

4. In further consideration of this Agreement, the City agrees to:

- Assure reasonable access to the members of the organization, i.e., City Managers, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

5. **The City Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Consultant in the performance of Consultant's duties under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant, with the exception of the raw market data, upon request so long as the City is not in default under other terms of this agreement.

6. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.

7. **Termination and Suspension**

   a. This Agreement shall continue in full force and effect until the Project, as described in the proposal, is completed unless the Agreement is terminated for nonperformance as outlined below.

   b. If either party fails to perform as required by this Agreement, the other party may provide a written notice of such failure to perform and the intent to terminate the Agreement. If the party receiving such notice does not cure its failure to perform within 20 days of the receipt of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.

   c. In the event of termination, the Consultant shall be paid by the City for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant shall provide all work documents developed up to the time of termination after the City renders payment for services completed.

8. **Successors and Assigns** - This Agreement will ensure the benefit of and be binding upon Consultant and City and their respective permitted

successors and assigns. Notwithstanding the foregoing, neither party may assign or otherwise transfer this Agreement or the rights and obligations under this Agreement without the prior written consent of the other party. Any purported assignment or other transfer without such consent will be void and of no force or effect.

9. **Compliance with Law** – The Consultant shall comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

10. **Indemnification Clause** – **The Consultant** agrees to hold the Benton City harmless and indemnify Benton City, but not defend, against any and all claims for property damage, personal injury or death, arising from McGrath's performance under this Agreement. The parties hereby agree that the City is a political subdivision of the State of Arkansas and is entitled to statutory immunity pursuant to Ark. Code. Ann. § 21-9-301. Nothing in the Agreement between the Consultant and the City shall be construed as a waiver of any immunities available to the City, its officers, agents and employees, or of the City's right to assert in good faith all claims and defenses available to it in any proceeding

11. **Confidentiality** - Any confidential information provided to or developed by the Consultant in the performance of the Agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.

12. **Insurance** – Consultant shall maintain minimum insurance coverage as shown on the Certificate of Insurance submitted with the RFQ 26-2 response throughout this Agreement.

13. **Whole Agreement** – This Agreement constitutes the entire Agreement between the City and the Consultant. Any modification must be in writing and approved by the City and the Consultant. This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants and agreements have been merged into this Agreement.

14. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Nothing herein shall be construed as incurring for the City any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the City if the City and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.

15. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of the City.

16. **Liability**. Pursuant to Article 12, § 12 of the Arkansas Constitution, the City may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

17. **Governing Law**. The laws of the State of Arkansas shall govern the interpretation of the Agreement and resolution of any issues, as well as all related defenses, counterclaims and cross claims, which may arise in connection with the Agreement or between the parties, without regard to its conflicts of interest principles. The place of execution and jurisdiction governing the Agreement is the State of Arkansas. The exclusive forum and venue for any dispute that arises out of the Agreement shall be in Benton City, Arkansas or in the United States District Court, Western District of Arkansas.

18. **Immunity**. The City is a political subdivision of the State of Arkansas and is entitled to statutory immunity pursuant to Ark. Code. Ann. § 21-9-301. Nothing in the Agreement between the Consultant and the City shall be construed as a waiver of any immunities available to the City, its officers, agents and employees, or of the City's right to assert in good faith all claims and defenses available to it in any proceeding.

19. **Attorney's Fees**. Neither party shall be liable to the other for any payment of attorneys' fees or collection costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the Agreement.

20. **Anti-Boycott Israel Notice.** In accordance with Ark. Code Ann. § 25-1-503, the Vendor hereby certifies to City that the Vendor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this Agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that the Vendor breaches this certification, the City may immediately terminate this Agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

Dated this _____ day of ______________, 2026.

City of Springdale, Arkansas

By: ____________________

Title: ____________________

Dated this ___5__ day of ____August, 2026.

McGrath Human Resources Group

By:_____ Victoria J. McGrath _____________

Victoria McGrath, CEO
McGrath Human Resources Group

Professional Proposal Prepared for the

City of Springdale, Arkansas

Compensation Consulting Services

Submitted By:

McGrath Human Resources Group

Corporate Office
PO Box 865
Jamestown, TN 38556

Dr. Victoria McGrath, CEO
victoriaphd@mcgrathconsulting.com
815.728.9111

July 7, 2026 Revised

July 7, 2026

Katherine Bowen
Assistant Human Resources Director
City of Springdale
201 Spring Street
Springdale, AR 72764

Dear Katherine Bowen:

It was a pleasure to speak with regarding compensation services we may provide to the City. Based on our discussion, the City is seeking three types of services:

1. Position benchmarking on an as needed bases into the current compensation system.
2. Develop a point factor system, through the completion of position questionnaires, and align with the City's current compensation system.
3. Conduct a market update to ensure the current compensation system is competitive to the external market.

As you review the proposal, if you have any questions or require additional information, please do not hesitate to ask. We look forward to the opportunity to work with the City of Springdale and its employees on this important project.

Sincerely,

Victoria J. McGrath, Ph.D., CEO
PO Box 365 Jamestown, TN 38556
815.728.9111 (office)
931.214.2262 (direct)
victoriaphd@mcgrathconsulting.com

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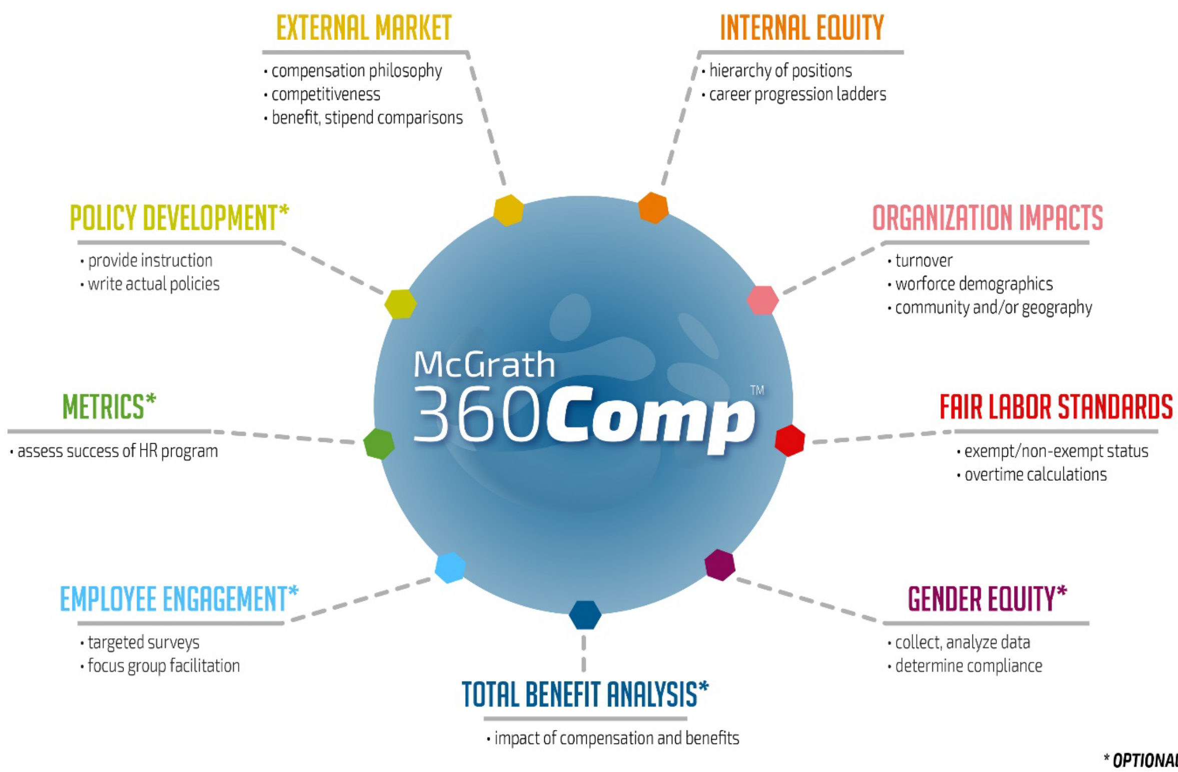

EXTERNAL MARKET
• compensation philosophy
• competitiveness
• benefit, stipend comparisons
INTERNAL EQUITY
• hierarchy of positions
• career progression ladders
POLICY DEVELOPMENT*
• provide instruction
• write actual policies
ORGANIZATION IMPACTS
• turnover
• worforce demographics
• community and/or geography
McGrath
360Comp™
METRICS*
• assess success of HR program
FAIR LABOR STANDARDS
• exempt/non-exempt status
• overtime calculations
EMPLOYEE ENGAGEMENT*
• targeted surveys
• focus group facilitation
GENDER EQUITY*
• collect, analyze data
• determine compliance
TOTAL BENEFIT ANALYSIS*
• impact of compensation and benefits
* OPTIONAL

Business Organization

McGrath Consulting Group, Inc. was started in 2000, specializing in public sector consulting in the fields of human resource management and public safety (fire, EMS, police, and communications). Our Firm has over 20 professional consultants who are assigned to projects based upon their professional background and skillset they bring to each client.

McGrath Human Resources Group is the Human Resources Division overseen by Dr. Victoria McGrath. Since 2000, McGrath has conducted hundreds of comprehensive compensation and classification studies nationwide, including within Missouri. The Human Resources consulting team is comprised of experienced human resources practitioners from the private sector, local city and county government, and library systems.

Company Name	McGrath Human Resources Group
Parent Organization	McGrath Consulting Group, Inc.
Type of Firm	Private Corporation
Established	May 1, 2000
Years of Service	25
Headquarters Mailing Address	P.O. Box 865, Jamestown, TN 38556
CEO & Principal	Dr. Victoria McGrath, Ph.D., SPHR
Phone	(815) 728-9111
Email	victoriaphd@mcgrathconsulting.com
Office Locations	Kansas • Missouri • Ohio • Tennessee • Texas • Wisconsin
Comprehensive Insurance Coverage	General, Auto, Professional Liability Cyber Security, Workers' Compensation

We do not offer an off-the-shelf work product, but rather, we approach each client with the goal to understand your organization, culture, current and future needs, and fiscal reality to develop total compensation solutions that are developed uniquely for you, align with your compensation philosophy and strategy, while using a collaborative and transparent process.

Our Firm also provides related human resources consulting which includes but is not limited to benefit analysis, job description development, HR Audits, performance management program development, Fair Labor Standards Act (FLSA) exemption reviews, training, policy development, operational studies, and staffing studies. Our Human Resources team is also involved in organizational studies related to public safety.

Project I: Position Benchmarking

McGrath consultants will ***collect external market data*** in real-time, specific to the City's positions. In addition, McGrath may review supplemental compensation data through the Economic Research Institute (ERI) salary database. ERI compiles region specific compensation data from multiple sources and provides market reference points based on geographic, location, industry, and experience levels.

Based on this information, and discussions with Human Resources and/or the Department Director, the Consultant will recommend any changes to the current pay grade.

Project II: Position Questionnaire and Point Factor Analysis

A Position Questionnaire (PQ) will be completed for each position to document the duties, responsibilities, decision-making authority, supervisory responsibilities, education, experience, and working conditions associated with each classification.

The information obtained through the Position Questionnaires will be used to develop a customized point factor evaluation system that aligns with the organization's current compensation philosophy and salary structure. The point factor methodology will establish an objective framework for evaluating both existing and future positions, providing consistency in pay grade assignments while supporting internal equity.

The **McGrath 360Comp™** point factor process used to complete the job analysis goes beyond the typical "Knowledge, Skills and Abilities" (KSA's) and explores factors that are unique to public sector positions including the following aspects of a job:

- Records, Reports and Programs
- Impact of Decisions and Consequents of Errors
- Contact with Others (both inside and outside the organization)
- Equipment, Machines and Tools
- Budget, Financial, and Cash Handling
- Education, Experience, Licensure/Certifications
- Complexity and Judgment
- Confidential Data
- Stress (degree of mental or emotional fatigue or stress inherent to the job)
- Technology
- Leadership and Supervisory Responsibilities
- Work Environment and Physical Requirements

Visit our link online to watch a brief video of our electronic PQ process:
https://youtu.be/OuTcURwtI0o

The resulting system will become a long-term compensation management tool for evaluating new positions, significant position changes, and organizational restructuring.

Project III: Market Update

1. Project Orientation

- Communicate with the City's project designee to:
  - Provide a list of documents and data needed to begin the project.
  - Discuss project expectations and milestones.
  - Begin developing a communication plan.
  - Schedule initial meetings.

Our philosophy is to tailor each project to meet the needs, unique structure, and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables.

We develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our Project Manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

2. Project Initiation and Assessment

The consultants will conduct the first visit to meet with County leaders and all Department Directors/Managers to:

- Explore your organization's current compensation system, compensation philosophy and strategy.
- Gain an understanding of the goals, values and structure of the overall organization.
- Gather information for each individual department including any unique responsibilities associated with positions, strengths and weaknesses of the current system, or issues with recruitment/retention.
- Identify future needs.
- Review provided documents and data.
- Finalize project communication expectations and strategies, project timeline, and identifiable milestones.

Our philosophy is to have direct conversations with management and administration to identify challenges and concerns with the current system and future needs; so we may develop comprehensive recommendations to best address those needs.

From the introduction meetings, the consulting team will identify:

- ❖ The strengths of the current compensation system.
- ❖ Areas that need to be addressed or are concerns to the current programs.
- ❖ Future opportunities in structuring total compensation recommendations.
- ❖ Current compensation program success and challenges.
- ❖ Other characteristics about the City which may impact compensation.

It is our belief that identifying and establishing a compensation philosophy allows for the development of strategic recommendations, such as placement in the market.

3. Compensation Analysis

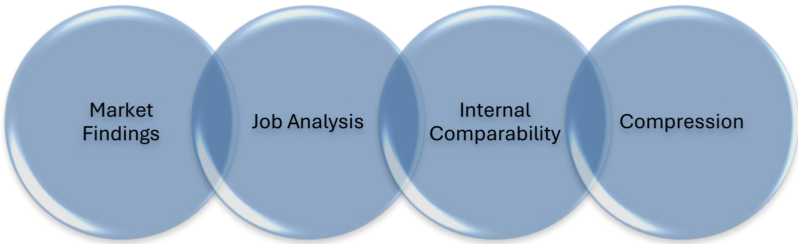
A Compensation analysis determines the organization's relative position in the comparable labor market. This analysis allows City leaders to understand the organization's compensation as a whole and by position, allowing them to make sound compensation decisions. Compensation Analysis will consist of the following:

We believe that collecting fresh market data establishes a more accurate look of the current market. ***We do not utilize third-party market surveys unless requested or discussed with the client in advance.***

- ❖ The City and consulting team will cooperatively **identify Comparable Organizations as the labor market.** The City will have input into the list and must approve the list of comparables prior to starting the external market data collection.
- ❖ McGrath consultants will **collect external market data** in real-time, specific to the City's positions**.**
- ❖ The consultants will **analyze salary data**. The data collection process collects minimum, midpoint, maximum, and incumbent salary information for each benchmark position; and other data points as needed. A statistical analysis is conducted on each dataset to ensure consistent and objective analysis. The outcome is then calculated into a ratio between the market and the City to measure the City's alignment against the market.
- ❖ The consultants will **review your compensation-related policies** for compliance and best practices. We will make recommendations for policy updates or considerations that impact the City.

4. Compensation Systems Update and Review

The Classification and Compensation Systems will be updated with the following information:



Allowing City leaders and department directors the opportunity to review our recommendations in advance of finalization provides an opportunity for dialogue and sound quality control.

The consultants will develop the **fiscal impact** of the Compensation System and will present **implementation strategy options** that fit the fiscal needs, culture, and compensation strategy of the City. **Compression relief may also be a factor in this process**. We will work with the City to ensure that any phased approach fits with best practices and your fiscal realities.

Once the System is updated, the consultants will meet with appropriate City personnel to **review the draft Compensation System(s)**. This visit will include meetings with the City's project designee and appropriate administrative personnel to review placements to identify any concerns prior to finalization. This provides an opportunity to discuss any concerns in placement in the current system and/or ensure proper placement if the System(s) are redesigned.

5. Finalization

Reports will be developed based upon the needs of the project. The reports provide varying details on:

- Study methodology and summary findings and visual summary charts.
- Recommended compensation structure modifications.
- Recommended position title, classification specification or career progression changes.
- Fiscal impact and implementation strategies.
- Policies and procedures recommended to administer and maintain the system in-house going forward.

The City will receive the Compensation and Classification documents and cost estimates in editable format for the City to maintain/integrate.

All reports will first be provided to the Administration in draft form to allow for feedback before they are placed into final form and provided electronically.

6. Presentation and Communication

The Study includes a virtual ***presentation to the City Council.***

The consulting team will work with the organization to discuss the preferred communication plan and introduce the recommendations to employee groups to the depth, and in the manner, you prefer and offer suggestions and recommendations on how to best communicate this information.

We stand behind our methodology and process, and recommendations. We are available to present findings to the oversight committees, Council and Employees.

7. Ongoing Support and Training

McGrath Human Resources Consultants will continue to work with your organization to provide ***support and guidance*** on the compensation system implementation at no additional cost.

We will continue to assist the City through implementation.

We embrace client independence. We will train Human Resources and provide the tools necessary for self maintenance, if desired by the City.

The City may also consider its future needs as follows:

- ❖ McGrath Human Resources believes in providing our clients with the tools to be able to manage their Compensation System independently, if the client desires. In addition to policy recommendations to manage and maintain the Compensation System, we offer to teach the Human Resources staff the point factor/position analysis process.

- ❖ Alternatively, some clients prefer that McGrath Human Resources set current and future pay grade placements, position changes, and job description development rather than completing that in-house. This can be done for a nominal fee depending upon the time involved in the placement.

Proposed Timeline

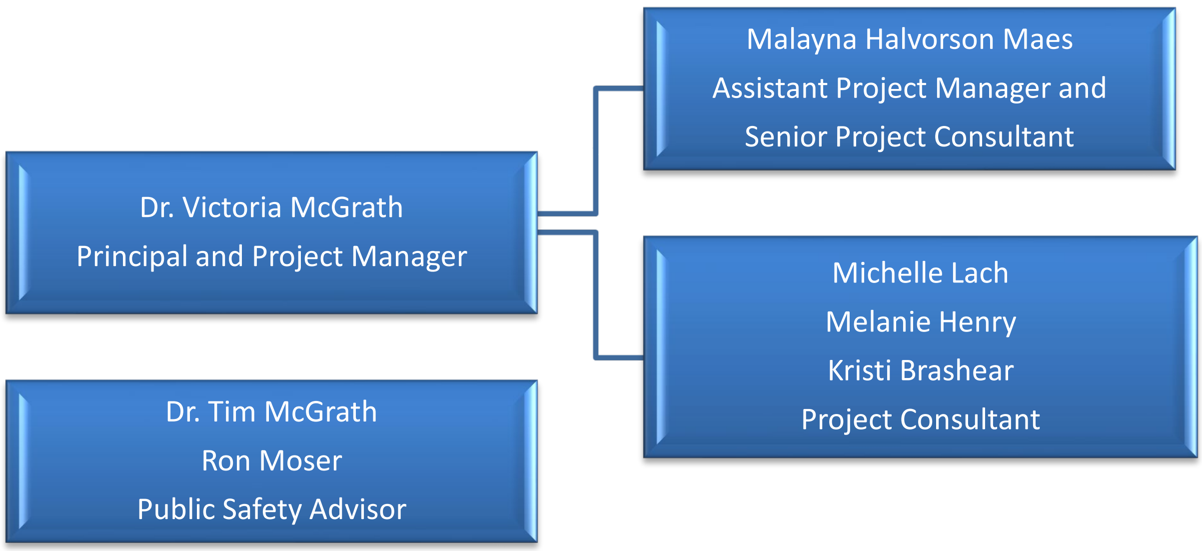
Based on the size and scope of the project, the expected timeline is customarily up to a 9-month process. The tasks below align to the Detailed Work Plan. A market update for an organization this size 5 – 6 months.

This timeline will be adjusted based on the agreed upon Project Initiation date. There are factors that impact this schedule that may be out of the control of the consultants. The proposed time frame is contingent upon timely receipt of data from the City, timely participation from external comparable organizations; and timely receipt of information and/or feedback from the City. This is monitored by the consulting team and communicated with the City on an ongoing basis.

Account Team Personnel

All consultants are McGrath consultants, and there is no subcontracting.

The Consultants were selected for this project based upon their areas of expertise, specialties, related project experience. We operate under the philosophy of total team involvement and each team member has experience in all facets of project work and will work together to meet the goals of your project. Further, we have the flexibility to involve other consultants with our organization to bring their unique perspective and expertise as needed. Primary members of the team and an overview of their project responsibilities are provided.



Principal: A principal of the company is actively involved in every project and is accountable for the project. This position will have authority over the contract and to bind the Firm.

Project Manager: This role has project oversight, will coordinate all work with the consulting team, will have direct routine communication with the City's project designee, and will be hands on in all aspects of the project's activities, leading the consulting team on targeted project activities, and performs duties of a project consultant. *An Assistant Project Manager* is also assigned to provide support to the project manager, lead the consulting team on targeted project activities, and performs duties of a project consultant.

Project Consultant: This role works on various project activities, which will include communication documents/tools, interviews, position questionnaire analysis, job description review, classification system development, market data collection and analysis, pay plan review, compensation system development, costing, and drafting reports.

Advisor: This role has specific subject matter expertise that may be called upon for additional consultation for the consulting team for public safety positions, if needed.

Victoria McGrath, Ph.D., SPHR
Chief Executive Officer and Principal

Dr. Victoria McGrath brings more than 25 years of leadership as Co-Founder and CEO of McGrath Consulting Group, Inc., and its subsidiary, McGrath Human Resources Group, where she has successfully advised and partnered with more than 460 local government clients nationwide. For over two decades, she has guided organizations in developing compensation structures tailored to meet their unique needs, grounded in her core philosophy that effective compensation systems should balance market competitiveness, internal equity, and organizational culture. She strongly believes in building long-term partnerships with her clients, ensuring that solutions are practical, sustainable, and aligned with each organization's mission and values.

Her expertise spans compensation and classification, organizational assessments, staffing structures, leadership development, and operational efficiency. With over 19 years of hands-on HR practitioner experience in both public and private sectors, including municipalities, school districts, health care, banking, and education—she brings a rare combination of real-world insight and strategic vision.

Her consulting career has focused on providing management and HR assistance to municipalities, and special districts on issues including compensation and classification, staffing structures, operational efficiency, and organizational assessments. She has also been a frequent speaker at professional conferences, sharing her expertise on compensation, HR strategy, and organizational transformation.

In addition to her consulting work, Dr. McGrath served as an adjunct professor at Northwestern University, teaching courses in human resources, organizational development, management, and research within the Master's in Public Policy and Administration program. Her doctoral dissertation, *Municipal Government as a Learning Organization,* explored how government entities can improve efficiency and effectiveness in delivering services by embracing continuous learning principles.

YEARS WITH FIRM: 25

EDUCATION

- Ph.D. – Municipal Government as a Learning Organization, University of Wisconsin – Milwaukee, WI
- Master of Science – Management, Cardinal Stritch College, WI
- Bachelor of Science – Industrial Relations & Finance, University of Wisconsin – Milwaukee, WI

PROFESSIONAL AFFILIATIONS

- Society for Human Resources Management
- National Public Employer Labor Relations Association

Malayna Halvorson Maes
Project Manager - Senior Consultant

Malayna Halvorson Maes serves as a Senior Human Resources Consultant where she provides expert guidance to public sector clients in the areas of classification and compensation, performance management, and total rewards. Drawing on her extensive background as both a practitioner and leader in local government, she helps organizations design and implement practical, equitable, and sustainable human resource systems that align with operational needs and workforce goals. Ms. Maes brings a collaborative, solution-oriented approach to every engagement—ensuring that HR strategies are not only compliant but also reflective of organizational culture and employee engagement priorities. She is also a member of the Public Safety consulting team, bringing HR Solutions to public safety, and serves as the Firm's primary projects coordinator.

Ms. Maes has served as a human resource professional in both the private and public sectors for more than 20 years. Prior to joining McGrath, she worked in private sector human resources and later as the Human Resources Director and senior advisor for a county in northwestern Wisconsin. In that role, she provided leadership through major organizational and legislative changes at the State level (known as Act 10), which resulted in a reduction from five (5) collective bargaining units to one (1) unit.

As a former Human Resources Director, Ms. Maes has broad knowledge of all facets of local government operations, including law enforcement, public works, engineering, health services, and more. She has been active in numerous professional associations where she has held multiple leadership roles.

YEARS WITH FIRM: 12

EDUCATION

- Bachelor of Arts– Psychology, Luther College, Decorah, IA

PROFESSIONAL AFFILIATIONS

- Society for Human Resources Management
- National Public Employer Labor Relations Association
- World at Work, Total Rewards Association

CERTIFICATION

- Certified Compensation Professional (in process)

Michelle Lach
Project Consultant

Ms. Lach provides critical research and analytical skills to our compensation and benefits studies. Ms. Lach had ten (10) years of professional human resources experience prior to her time with the Firm in the private sector as an HR Director for a manufacturing company and a pharmaceutical company. Her professional experience with the Firm includes the development of employee handbooks and job descriptions, but now works exclusively with compensation and benefit survey designs and execution, and market research. These critical responsibilities include obtaining, compiling, and analyzing complex data and other information for projects, and supporting the project manager as needed

YEARS WITH FIRM: 21

EDUCATION

- Bachelor of Arts– Communication and Organizational Development
  Bowling Green State University, Bowling Green, OH
- Human Resources Program Certification – Baldwin Wallace College, Berea, OH

Melanie Henry
Project Consultant

Since joining McGrath in December 2022, Melanie Henry has conducted compensation and classification studies for public sector organizations across the country. In her role as Project Consultant, she brings expertise in analyzing organizational structures, pay systems, and job classifications to deliver equitable, defensible, and sustainable solutions that support strategic goals and compliance requirements.

Prior to McGrath, Melanie served more than two decades as a human resources professional in both the non-profit and public sectors, including as Human Resources Director for a stand-alone public library in mid-Missouri. In that capacity, she led initiatives such as defined benefit retirement evaluations, paid leave conversion, timekeeping audits and system improvements, classification and compensation planning, and policy and employee development programs. She acted as Library Board liaison for executive director recruitment and annual performance evaluations, and guided leadership through a unionization effort and collective bargaining negotiations.

Melanie is active in the profession through SHRM, World at Work (Total Rewards), and the Human Resources Association of Central Missouri, where she currently serves on the board.

YEARS WITH FIRM: 3

EDUCATION

- Bachelor of Arts– Psychology, University of Missouri - Columbia
- Human Resource Management Certificate – University of Missouri – St. Louis

PROFESSIONAL AFFILIATIONS

- Society for Human Resources Management
- Human Resources Association of Central Missouri (HRACMO)
- World at Work, Total Rewards Association

Kristi Brashear
Project Consultant

Kristi Brashear is a Project Consultant who delivers strategic human resources solutions to public-sector agencies. She specializes in classification and compensation studies, organizational assessments, benefits analysis, and policy development, ensuring recommendations align with best practices, fiscal responsibility, and each organization's unique culture and workforce needs.

With over 15 years of leadership experience in Texas municipal government as Director of Human Resources and Finance Manager, Kristi offers a comprehensive perspective on fiscal management and workforce dynamics. She is recognized for managing complex organizations, implementing effective policies, and leading initiatives that drive operational efficiency and long-term growth. During her tenure in local government, Kristi was an active member of the Government Finance Officers Association of Texas (GFOAT) and the Texas Municipal Human Resources Association (TMHRA), where she was deeply involved in advancing professional development and best practices in municipal government.

Kristi leverages her combined experience in finance and human resources to ensure McGrath's recommendations are equitable, sustainable, and operationally practical for the organizations we serve.

YEARS WITH FIRM: 2

EDUCATION

- Associate degree - General Studies, Lone Star College

CERTIFICATION

- IPMA – Certified HR Professional

PROFESSIONAL AFFILIATIONS

- Public Sector Human Resources Association
- Society for Human Resources Management

PUBLIC SAFETY ADVISORS

McGrath Human Resources will partner with the parent company – McGrath Consulting Group in the areas of public safety, as needed.

Dr. Tim McGrath has over 30 years of experience in fire, EMS, communications and emergency management and currently heads the Fire Division, performing operational studies throughout the United States. He served as Chief of fire departments in Gurnee, Illinois and Brookfield, Wisconsin. Dr. McGrath has been an independent consultant since 1997 and is a speaker well-known for his motivational presentations in the United States and internationally. He earned a doctorate in management, a dual master's degree in public administration and management, a bachelor's degree in industrial education, and an associate degree in fire science management.

Ron Moser has over 30 years of experience in law enforcement serving six municipalities in three states. Serving as Chief for departments within a metropolitan area. Mr. Moser also served as Director of Emergency Management and Village Manager for Hanover Park, Illinois, a municipality of Cook County. He currently heads the law enforcement division performing operational studies throughout the United States. Mr. Moser has two master's degrees in Criminal Justice and Corrections and Law Enforcement Administration.

Cost Proposal

McGrath Human Resources sets project fees based on the total project, which ensures the project comes in at the budgeted amount. Therefore, the fees listed below include all consulting professional fees, and administrative costs, excluding travel.

Project I: Individual position benchmarking	$220 per job title#
Project II : Position Questionnaire / Point Factor Development	$ 9,000
Project III: Market Update approximately 240 job titles	$45,600

#Project I – Benchmarking price good for one (1) year of signed agreement

**Travel expenses will be billed only if incurred and based on actual expenses, not to exceed the price listed. This would be limited to airfare, mileage/car rental, hotel and dinner for the consulting team.

Terms of Payment

Payment for Project I will be billed upon completion of the job placement recommendation.

Payment for the Project will be made in four (4) installments and based on the City's choice of Project I and/or II. The payment benchmarks are: upon completion of the signed project, submission of the draft documents; submission of the draft report and submission of final documents.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from July 8, 2026. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

Optional Services

In most compensation studies, there are areas that must be addressed that are not planned for. In the 25 years McGrath Consulting Group, Inc., has been in business, it has never increased the agreed upon price and will address these areas. In the event the work is beyond the scope of the original project, the Consultant will work with the City to either bill the service at an hourly rate, plus travel fees; or determine a fixed price. However, no work will begin until an agreement with the City has been approved.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE, ARKANSAS, AND AUTHORIZING AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE MIGRATION OF THE CITY'S PUBLIC SAFETY SOFTWARE TO A SOFTWARE-AS-A-SERVICE PLATFORM

WHEREAS, the City of Springdale currently utilizes Tyler Technologies, Inc. software and services for critical public safety operations, including law enforcement, fire, emergency communications, records management, and related functions; and

WHEREAS, the City desires to migrate its existing Tyler Technologies public safety software from an on-premise installation to a cloud-based Software-as-a-Service ("SaaS") platform to improve system security, reliability, continuity, and ongoing software support; and

WHEREAS, Tyler Technologies, Inc. has presented the City with a Software as a Service Agreement providing for the migration and continued operation of the City's public safety software and related services; and

WHEREAS, the estimated 2026 cost to the City following applicable credits is $264,484; and

WHEREAS, the City has identified $180,000 in existing funds to be applied toward the 2026 cost of the Tyler Technologies agreement as follows:

- $55,000 from Information Technology remaining American Rescue Plan Act funds;
- $75,000 from Information Technology account 101-0105-416.80-40, Capital – Software;
- $35,000 from Fire Department account 101-0601-422.80-33, Capital – Radios; and
- $15,000 from Police Department account 101-0501-421.51-10, Computer Maintenance; and

WHEREAS, after application of the foregoing existing funds, an additional $84,484 is required to fund the City's 2026 obligation associated with the Tyler Technologies agreement; and

WHEREAS, the City Council finds that transferring $84,484 from the Unrestricted General Fund and increasing the Police Department budget accordingly is necessary and appropriate to provide for the City's public safety technology needs,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that:

<u>Section 1.</u> The 2026 budget is hereby amended as follows:

Department	Description	Present Budget	Increase	Proposed Budget
Police	101-0501-421.51-10	$125,000	$84,484	$209,484

The increase of $84,484 shall be funded from the City's Unrestricted General Fund.

Section 2. The Mayor is hereby authorized to enter into the Software as a Service Agreement with Tyler Technologies, Inc., substantially in the form presented to the City Council, for the migration of the City's existing public safety software from an on-premise installation to a SaaS platform, together with the products, services, implementation, and related items identified in the agreement and its exhibits.

PASSED AND APPROVED this ____ day of ____________________, 2026.

____
Doug Sprouse, Mayor

ATTEST:

____
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

____
Garrett Harlan, City Attorney

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a License and Services Agreement dated December 16, 2019, and a Software as a Service Agreement dated December 30, 2019, collectively (the "Original Agreement");

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreement, and set forth in the Investment Summary, from an on-premise installation to a SaaS installation, and to replace the Original Agreement with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Affiliated Organization"** means a government entity separate from you, but which will have access to the Tyler Software detailed in Exhibit A under this Agreement. Permissible Affiliated Organizations, if any, are listed in Exhibit A.
- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have

signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.

- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreement. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.

2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

3. Ownership.
   - 3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   - 3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

4. Data.
   - 4.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   - 4.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   - 4.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   - 4.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

5. Restrictions.
   - 5.1. You may not:
     - 5.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
     - 5.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
     - 5.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
     - 5.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other

than as expressly permitted by this Agreement.

5.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

7. SaaS Services.

7.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

7.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

7.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

7.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

8. Access by Affiliated Organizations. We will grant each Affiliated Organization, if any, access to the Tyler Software according to the terms of this Agreement, and each such Affiliated Organization must abide by the terms of this Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Exhibit B.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
   9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
   2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
   2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.

1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

1.3.1. procure the right to continue its use;

1.3.2. modify it to make it non-infringing; or

1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.

2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.

2.2. *Invoice Issues*.

2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.

2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.

2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.

2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.

2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. <u>Nondiscrimination</u>. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. <u>E-Verify</u>. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by

proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights

data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. AI Solution Terms. Your rights, and the rights of any of your end users, to use any Tyler AI Solution is subject to the Tyler AI Solution Terms of Service, available at: https://www.tylertech.com/client-terms/tyler-ai-solution-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any Tyler AI solution, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of Springdale, AR
By:______________________	By:______________________
Name:____________________	Name:____________________
Title:_____________________	Title:_____________________
Date:_____________________	Date:_____________________
Address for Notices: Tyler Technologies, Inc. 7701 College Boulevard Overland Park, KS 66210 Attention: Chief Legal Officer	Address for Notices: City of Springdale 201 Spring St. Springdale, AR 72764-4554 Attention: ____________________

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Jodie Hisala
Quote Expiration:	8/11/26
Quote Name:	Sprindale , AR PD SaaS Flip Quote

Billing Address:

Taylor Johnson
SPRINGDALE, AR CITY OF
201 SPRING ST
SPRINGDALE AR 72764-4554
Phone: +1 (479) 751-4542

Annual / SaaS

Description	Fee	Discount	Annual
Fire & EMS			
Fire Prevention Mobile			
Inspector Mobile	$ 0		$ 0
Company Inspector Mobile	$ 0		$ 0
Onboard Codes - ICC	$ 0		$ 0
Onboard Codes - ICC	$ 941	$ 0	$ 941
Onboard Codes - NFPA	$ 0		$ 0
Onboard Codes - NFPA	$ 265	$ 0	$ 265
Contractor Access (Site License)	$ 0		$ 0
MobileEyes Building Inspector	$ 6,198	$ 0	$ 6,198
MobileEyes Contractor Portal	$ 833	$ 0	$ 833
MobileEyes Inspector	$ 7,152	$ 0	$ 7,152
MobileEyes Company Inspector	$ 4,165	$ 0	$ 4,165
Enterprise Public Safety Computer Aided Dispatch + Records Management			

Enterprise Computer Aided Dispatch + Enterprise Records Management Flip - Standard	$ 164,000	$ 0	$ 164,000
Enterprise Public Safety			
Enterprise Mobile			
LE Mobile Site License Core+	$ 61,047	$ 0	$ 61,047
Fire Mobile Site License Core+	$ 30,690	$ 0	$ 30,690
Data Marts			
CAD Datamart	$ 745	$ 0	$ 745
RMS Datamart	$ 496	$ 0	$ 496
Interfaces			
Encoder Interface	$ 1,117	$ 0	$ 1,117
PulsePoint Interface	$ 187	$ 0	$ 187
Computer Aided Dispatch			
Enterprise CAD Combined LE/Fire/EMS (BNDL)	$ 0		$ 0
BOLOs (ENT) (BNDL)	$ 0		$ 0
CAD Auto Routing (ENT) (BNDL)	$ 0		$ 0
CAD AVL (ENT) (BNDL)	$ 0		$ 0
Service Vehicle Rotation (Wrecker, Ambulance) (ENT) (BNDL)	$ 0		$ 0
Unit Management (BNDL)	$ 0		$ 0
Web CAD Monitor (ENT) (BNDL)	$ 0		$ 0
Tyler CAD to Tyler CAD Interface (BNDL)	$ 0		$ 0
CAD Paging Interface (ENT) (BNDL)	$ 0		$ 0
E-911 Interface (ENT) (BNDL)	$ 0		$ 0
Text-to-911 Interface (BNDL)	$ 0		$ 0
ASAP Interface (BNDL)	$ 0		$ 0
Pre-Arrival Questionnaire Interface (ENT) (BNDL)	$ 0		$ 0
Encoder Interface (ENT) (BNDL)	$ 0		$ 0
CAD CFS (xml) Export Interface (BNDL)	$ 0		$ 0
Fire Records Interface (ENT) (BNDL)	$ 0		$ 0
Out-of-Band AVL Interface (one-way interface) (BNDL)	$ 0		$ 0
PulsePoint Interface (ENT) (BNDL)	$ 0		$ 0
Twitter Interface (BNDL)	$ 0		$ 0
CAD Data Mart (BNDL)	$ 0		$ 0
CAD Dashboards (BNDL)	$ 0		$ 0
Law Enforcement Records Management System			

Bookings (BNDL)	$ 0		$ 0
MSP Single Jurisdiction Law Enforcement Records (BNDL)	$ 0		$ 0
Federal UCR/IBR (BNDL)	$ 0		$ 0
State Accidents (BNDL)	$ 0		$ 0
Activity Reporting and Scheduling (BNDL)	$ 0		$ 0
Alarm Tracking and Billing (BNDL)	$ 0		$ 0
Career Criminal Registry (parolee, sex offender) (BNDL)	$ 0		$ 0
Case Management (BNDL)	$ 0		$ 0
LERMS Data Analysis/Crime Mapping/Management Reporting (BNDL)	$ 0		$ 0
Stop Data Reporting (BNDL)	$ 0		$ 0
Equipment Tracking (BNDL)	$ 0		$ 0
Field Investigations (BNDL)	$ 0		$ 0
Gang Tracking (BNDL)	$ 0		$ 0
Narcotics Management/Intelligence (BNDL)	$ 0		$ 0
Property Room Bar Coding - LERMS (BNDL)	$ 0		$ 0
Vehicle Tracking and Maintenance (LERMS) (BNDL)	$ 0		$ 0
Web Briefing Notes (BNDL)	$ 0		$ 0
Livescan Interface (LERMS) (BNDL)	$ 0		$ 0
Citizen Reporting Interface (BNDL)	$ 0		$ 0
NCIC Interface (BNDL)	$ 0		$ 0
Public Safety Lineups/Mug Shots (LERMS) (BNDL)	$ 0		$ 0
Law Enforcement Records Management Data Mart (BNDL)	$ 0		$ 0
LE Records Management Dashboards (BNDL)	$ 0		$ 0
Multi-Server Search (BNDL)	$ 0		$ 0
Public Safety Analytics	$ 0		$ 0
Public Safety Analytics	$ 30,450	$ 0	$ 30,450
Mobile			
New World Field-Based Reporting Server (BNDL)	$ 0		$ 0
Enterprise Law Enforcement Mobile Messaging Server (BNDL)	$ 0		$ 0
Shield Mobile (BNDL)	$ 0		$ 0
Crew Mobile (BNDL)	$ 0		$ 0
Drivers License Mag Stripe Reader/Barcode Reader Interface (BNDL)	$ 0		$ 0
Mugshot Image Download (BNDL)	$ 0		$ 0
State Photo Download (BNDL)	$ 0		$ 0
In-Car Mapping / AVL (BNDL)	$ 0		$ 0
In-Car Routing (BNDL)	$ 0		$ 0
LE Field Reporting (Federal Standard) (BNDL)	$ 0		$ 0

LE Accident Field Reporting (1 form) (BNDL)	$ 0		$ 0
Field Investigation Field Reporting (1 form) (BNDL)	$ 0		$ 0
Shield Mobile App	$ 0		$ 0
Crew Mobile App	$ 0		$ 0
Other			
Workstation License	$ 0		$ 0
Data Archive	$ 2,000	$ 0	$ 2,000
Enforcement Mobile			
Interface			
Interface: Enterprise Law Enforcement Records	$ 0		$ 0
Court	$ 0		$ 0
Device Level - Enterprise Public Safety	$ 0		$ 0

TOTAL **$ 310,285**

Services

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Cloud Migration Services	1	$ 75,000	$ 0	$ 75,000

TOTAL **$ 75,000**

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Software					

Embedded Third Party Software (Additional Environment)	1	$ 8,250	$ 0	$ 8,250	$ 1,733
Software					
Esri ArcGIS Engine Runtime for CAD Workstations	11	$ 0		$ 0	
Hardware					
Redundant VPN Appliance Bundle	2	$ 6,000	$ 0	$ 12,000	$ 0
TOTAL				**$ 20,250**	**$ 1,733**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 310,285
Total Tyler Services	$ 75,000	$ 0
Total Third-Party Hardware, Software, Services	$ 20,250	$ 1,733
Estimated Travel	$ 24,000	$ 0
Summary Total	**$ 119,250**	**$ 312,018**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees shall be invoiced on a prorated basis through the end of your current term, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

Annual / SaaS fees, including Third-Party Hosting, as applicable, shall be invoiced on the Effective Date, prorated for the time period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent Annual Fees will be invoiced annually in advance thereafter at our then current rates, subject to controlling payment terms, if any, under the existing agreement.

Assumptions

For additional information, please visit https://empower.tylertech.com/enterprise-public-safety-specifications.html

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Affiliated Organization

Springdale Fire Department

Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data.   Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the “owning” occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item.   Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler’s MobileEyes team.   Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No “fuzzy” matching of records – e.g., matching on address or business name – will be done.   Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered “data clean up” and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal’s Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.

Federal UCR/IBR includes edits, reports and electronic submission.

AVL requires third-party GPS hardware.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; Client must provide magnetic stripe/2D encoding format.

Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a sponsorship credit. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.
   1.1. *SaaS Services*. SaaS Fees, to include third-party SaaS Fees, are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary and shall be invoiced in the following amounts:

	Year 1	Year 2	Year 3
Annual SaaS Fee	$312,018.00	$312,018.00	$312,018.00
AWS one-time Credit	-$14,040.00	-$8,424.00	$0.00
	$297,978.00	$303,594.00	$312,018.00

   Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.

2. Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a one-time sponsorship credit of $14,040 towards year 1 SaaS Fees, and $8,424 towards Year 2 SaaS Fees. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler. Sponsorship credits expire at the end of each calendar year and may not be guaranteed in future years.

3. Credit for Maintenance and Support Fees. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section E(1) of this Agreement.

4. Tyler Services.
   4.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced in accordance with the following milestone billing schedule:

      25% on the Effective Date
      25% upon granting Client Access to the Tyler Software in the hosted environment
      25% completion of Solution Validation

25% upon completion of train-the-trainer activity

5. Hardware & Third-Party Products.
    5.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
    5.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
    5.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
    5.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
    5.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

6. Expenses*.* The rates in the Investment Summary include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. <u>Agreement Overview</u>

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. <u>Your Responsibilities</u>

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable quarter. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

Fire Prevention Mobile Terms. If applicable, your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court
- Mobile/Mobility Suite