

RESOLUTION NO. 2026-06-1301R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION FINDING LANDMARK ACCOUNTING TO BE QUALIFIED TO PROVIDE MUNICIPAL ACCOUNTING ASSISTANCE SERVICES; REQUESTING A DETAILED PROFESSIONAL SERVICES PROPOSAL, SCOPE OF SERVICES, IMPLEMENTATION PLAN, AND FEE QUOTATION TO ASSIST THE OFFICE OF THE CLERK-TREASURER; ADOPTING A REQUEST FOR PROFESSIONAL ACCOUNTING SERVICES CHECKLIST; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Tontitown is responsible for the appropriation and oversight of municipal funds and has a fiduciary responsibility to ensure that public funds are properly accounted for and reported; and

WHEREAS, the elected Clerk-Treasurer is responsible for maintaining municipal financial records and providing financial information to the City Council; and

WHEREAS, the City Council has determined that additional professional accounting assistance may be beneficial in supporting the Clerk-Treasurer.

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

Section 1. Landmark Accounting is hereby found qualified for further consideration to provide municipal accounting assistance services.

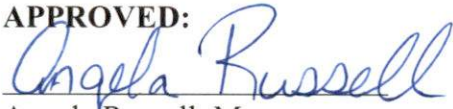
Section 2. Landmark Accounting is requested to submit a written professional services proposal, engagement letter, implementation plan, recommended scope of services, and fee quotation based upon Exhibit "A" attached hereto.

Section 3. Nothing contained herein shall constitute approval of a contract, compensation, or expenditure of municipal funds.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED on this 16th day of June 2026.

APPROVED:



Angela Russell, Mayor



ATTEST:



Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)

SPONSORSHIP AND LEGISLATIVE HISTORY

Sponsor (Initiated By): Mick Wagner

Motion to Introduce Made By: Mick Wagner

Seconded By: Tim Burress

Adopted ☒ Passed: ☐

Vote: Ayes 5 Nays Abstain Absent 1

This requirement is in addition to, and does not supersede, any authentication, attestations, or signature requirements imposed by state law or other provisions of the Tontitown Municipal Code.





City of Tontitown
Ms. Ardemagni
235 E Henri de Tonti Blvd
Tontitown, AR 72762
recorder@tontitownar.gov

Dear Ms. Ardemagni:

Landmark PLC, Certified Public Accountants (Landmark) is pleased to provide accounting services to you. This letter is to confirm and specify the terms of engagement as of June 16, 2026, and thereafter until a new agreement is provided. Attachment A is provided to clarify the nature, frequency, and extent of the services we will provide.

By sending you this engagement letter, we have assumed that you are the person responsible for the accounting matters described in this letter and its attachments. If this is not a correct assumption, please furnish us with the name of the individual with whom this work should be coordinated.

Our Responsibility

The objective of our preparation services is to prepare financial statements in accordance with the basis of accounting specified by you in Attachment A and based on information provided by you.

We will perform our financial statement preparation services in accordance with the Statements on Standards for *Accounting and Review Services* (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us in connection with these engagement services, nor will we otherwise gather evidence for the purpose of expressing an opinion or a conclusion, or provide any assurance of the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare or help you prepare financial statements in accordance with the basis of accounting

Landmark PLC, Certified Public Accountants



selected in Attachment A. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the basis of accounting selected in Attachment A as the financial reporting framework to be applied in the preparation of the financial statements.
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. The prevention and detection of fraud.
4. To ensure that the entity complies with the laws and regulations applicable to its activities.
5. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
6. To provide us with –
 - a) access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) additional information that we may request from you for the purpose of the engagement.
 - c) unrestricted access to persons within the entity of whom we determine it necessary to make inquiries, if applicable.
7. Identifying the proper party to oversee the non-attest work, if applicable

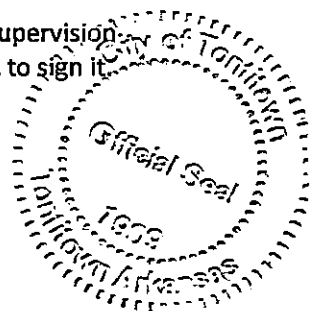
Report

For prepared financial statements, we will not issue a report, and each financial statement will include a disclaimer that will state that no assurance is provided on the financial statements and they omit substantially all the disclosures and the statement of cash flows if applicable, as required by the basis of accounting selected in Attachment A.

Engagement Administration

We will assist by proposing standard, adjusting, or correcting journal entries to your financial statements, as needed. We will provide you/your bookkeeper with these journal entries for your review and approval. If, while reviewing the journal entries, you determine that a journal entry is inappropriate, it will be your responsibility to contact us to correct it. While processing your information, we may change your account coding for items that are inconsistent with previous coding. If, while reviewing the general ledger, you determine that an account coding is inappropriate, it will be your responsibility to contact us to correct it. If applicable, we will maintain your depreciation schedule. You are responsible for determining the items to be capitalized, the method and rate of depreciation, and any salvage values associated with those items.

Jake Froemsdorf is the designated engagement member or member designee responsible for supervision of the services in Attachment A and signing any reports listed or authorizing another individual to sign it.



Our fees for the services described in this letter will be billed at \$3,250 per month. Any additional services will be billed at our standard hourly rates which range from \$125-\$200 for staff and \$200-\$365 for manager and above. Our goal is to utilize individuals with the lowest billing rates who are qualified to perform the services to maximize efficiency and keep your overall fees as reasonable as possible.

Our invoices for these fees will be rendered timely and are payable upon presentation. We may bill you on an interim basis prior to the completion of this engagement. Finance charges will be assessed monthly on any unpaid balance. If your account is past-due for two months, we may cease work until your account is current or until payment arrangements have been agreed upon.

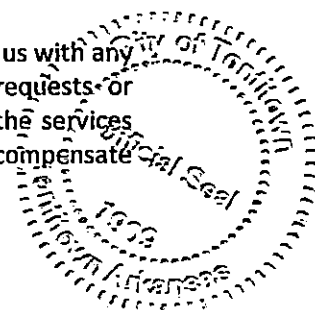
We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about the entity with these service providers but remain committed to maintaining the confidentiality and security of the information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of the information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of the information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of the confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Benton, Arkansas, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Arkansas law. The results of any such mediation proceeding shall be shared equally by the participating parties.

You agree that you will not, during the engagement, and for a period of two (2) years after the end of the engagement, solicit any employee of Landmark to leave his or her employment with Landmark for employment with or for hire as a contractor with you or your affiliates without first getting approval in writing for such solicitation from the Landmark engagement member. If you are determined to have breached this provision, you agree to pay liquidated damages in the amount equal to the greater of (i) \$100,000 or (ii) two hundred percent (200%) of the annual base salary of such Landmark employee. You agree that such liquidated damages are an appropriate and reasonable remedy for such breach.

We have the right to withdraw from this engagement, at our discretion, if you do not provide us with any information we request in a timely manner, do not cooperate with our reasonable requests or misrepresent any facts. Our withdrawal will release us from any obligation to complete the services specified in Attachment A and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.



Separate from the above right to withdraw, this agreement can be terminated upon thirty (30) days written notice by either party.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing. In no event shall the City of Tontitown be required to indemnify Landmark for Landmark's negligence, gross negligence, professional malpractice, recklessness, or intentional misconduct.

If you request additional work that is not covered by this engagement letter, we will discuss the scope of services with you and execute a new engagement letter covering those services.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,

Landmark PLC

June 11, 2026
Rogers, Arkansas

This letter correctly sets forth our understanding.

Accepted for City of Tontitown by:

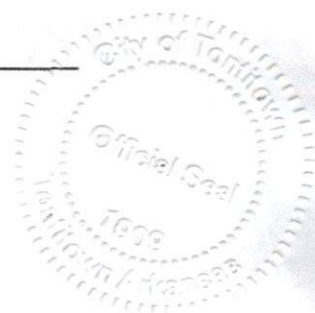
Angela Russell
Printed Name

Mayor
Title

Angela Russell
Signature

7/9/2026
Date

Client Employee Responsible for Service Oversight: _____



Attachment A

Basis of Accounting:

Accrual	_____
Modified Cash	<u>X</u>
Cash Basis	_____
Tax Basis	_____

Preparation Services:

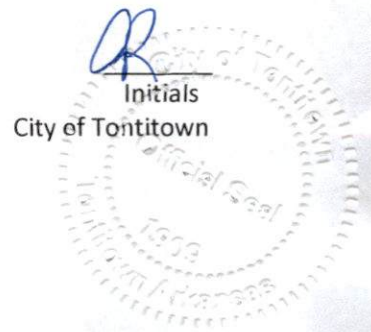
	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
Balance Sheet or Equivalent	<u>X</u>	_____	_____
Statement of Income or Equivalent	<u>X</u>	_____	_____
Statement of Cash Flows	<u>X</u>	_____	_____
Supplementary Information	<u>X</u>	_____	_____
Special Statements	_____	_____	_____
Description of Special Statement:	_____	_____	_____

Bookkeeping Services:

	<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
Prepare and/or Post journal entries	<u>X</u>	_____	_____
Record/Post revenue and/or deposits	<u>X</u>	_____	_____
Record/Post AP and/or payments	<u>X</u>	_____	_____
Record/Post bank and credit card activity	<u>X</u>	_____	_____
Prepare and mail AP checks	_____	_____	_____
Reconcile bank statement	<u>X</u>	_____	_____
Maintain fixed asset schedule	_____	_____	_____
Review general ledger activity	<u>X</u>	_____	_____
Prepare 1099s	_____	_____	_____
Other (describe):	<u>Assist with chart of accounts</u>		

Sales & Use Tax

Prepare Sales & Use Tax Report	_____
Submit Sales & Use Tax Report	_____
Make Sales & Use Tax Payment	_____



Payroll Services:

Prepare Payroll (Frequency) _____
Submit Payroll (Frequency) _____
Submit 401k contributions (Frequency) _____

	Semi-Monthly	Monthly	Quarterly
Submit Withholding Tax Payments	_____	_____	_____

	Submit Report	Make Payment
Quarterly Federal Payroll Tax Reports	_____	_____
Quarterly State Unemployment Reports	_____	_____
Federal Annual YE Reports	_____	_____
Prepare W-2s	_____	
Other (describe):	_____	



Initials
City of Tontitown

