



**Finance Committee
Meeting Agenda
September 23, 2025
4:30 PM
City Council Chambers**

City Council Members:

**Gayatri Agnew Ward 1, Position 2
Cindy Acree Ward 2, Position 1
Bill Burckart Ward 3, Position 2**

***If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>**

Call to Order/Roll Call

Items For Discussion

- | | |
|--|----------------------|
| 1. CIP Overview | Informational |
| 2. Ozark Regional Transit (ORT) Contract Discussion - 2026 Proposal - Bus Stops & Shelters | Informational |
| 3. Bond Project Update | Informational |

City Council Items To Be Considered

- | | |
|---|-------------------|
| 1. Section I Item 3 from the City Council
Agenda: Resolution Approving Agreement & Budget Adjustment Related to 2022 Schedule of Expenditures of Federal Awards | Resolution |
| Resolution approving an agreement with Forvis Mazars, LLP in the amount of \$17,000.00 to restate the 2022 Schedule of Expenditures of Federal Awards. A budget adjustment is needed. | |
| 2. Section I Item 4 from the City Council
Agenda: Resolution Approving Agreement & Budget Adjustment Related to 2023 Schedule of Expenditures of Federal Awards | Resolution |

Resolution approving an agreement with Forvis Mazars, LLP in the amount of \$34,000.00 to restate the 2023 Schedule of Expenditures of Federal Awards (SEFA). A budget adjustment is needed.

3. **Section I Item 6 from the City Council** **Resolution**
Agenda: Resolution Approving a Budget Adjustment for Incurred Expenses from May 2024 Storm

Resolution approving a Budget Adjustment for expenses incurred to repair City infrastructure damaged during the May 2024 Storm Event. Total expense is \$102,324.92. Requesting 75% reimbursement in the amount of \$76,743.69 to be allocated to 203810-44450. All funds have been received from FEMA. A budget adjustment is needed.

4. **Section II Item 1 from the City Council** **Resolution**
Agenda: Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement

Staff requests a Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Mo-Ark Utilities, increasing the amount by \$500,000.00. Utility Board approved 5-0. A budget adjustment is needed.

5. **Section II Item 2 from the City Council** **Resolution**
Agenda: Resolution and Budget Adjustment for GDS Associates, Inc. for a Not to Exceed Cost of \$75,000.00

GDS Associates is and has been performing the engineering work for the two law firms that are representing Bentonville (and other utilities) against AEP at FERC. AEP has been trying to allocate costs for retired/retiring power plants to various utilities in Arkansas and Texas. This is a not to exceed cost of \$75,000.00. Utility Board approved 5-0. A budget adjustment is needed.

AGREEMENT FOR CITY OF BENTONVILLE TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq.;

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority;

WHEREAS, ORT provides public transportation to the citizens of the City;

WHEREAS, the City agrees to provide continued funding for transit services from its General Fund; and

WHEREAS, the funding sources for services are as follows:

Total Service Cost (including connectivity)	\$1,601,207.00
Federal Share	\$664,000.00
City Share	\$568,286.00
Fare Income Estimate	\$11,506.00
WFF Grant	\$368,921.00

WHEREAS, the 2025 Federal Share of funding allocated through 49 USC 5307 Urbanized Area Formula Grants is estimated to be 3% more than the 2024 posted apportionments and is split locally in the following manner:

Federal Allocation: ORT	\$2,656,000.00
Fayetteville Share	\$664,000.00
Springdale Share	\$664,000.00
Rogers Share	\$664,000.00
Bentonville Share	\$664,000.00

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of \$568,286.00 from the City, in conjunction with additional funding provided by the FTA, the State of Arkansas, private grants, and other revenue sources,¹ ORT will provide services as follows:
 - a. 4 vehicles providing both Fixed Route transit services and On Demand transit services within the boundaries of the attached schedule identified as Exhibit "A" and map identified as Exhibit "B" from on/or about January 1, 2025 through December 31, 2025.
 - b. Associated ADA Para-Transit services.
3. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax, generates more than the amount necessary to cover the funding agreed to, any such overage will be retained by the City. If the anticipated revenue is less than \$568,286.00 then the City shall pay the difference from other funding sources.

4. The revenue of \$568,286.00 referred to herein as the City's share shall be remitted in quarterly installments. The quarterly installments of \$142,071.50 shall be billed by ORT.
5. ORT, with input and coordination from City staff, will manage the installation and removal of bus stop locations, bus stop signage, shelter placement, and bench placement when necessary at mutually agreed upon locations. Designs for bus stop signage, shelter placement, and bus stop benches will be presented to City staff for approval. ORT will provide and install bus shelters and benches on concrete pads provided by the City.
6. The term of this Agreement shall be from January 1, 2025, through December 31, 2025; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
7. ORT agrees to provide professionally qualified staff to carry out the terms of this Agreement, understanding and acknowledging that the financial support offered by the City provides for the implementation of this Agreement.
8. ORT shall make monthly reports to the City and furnish any and all information requested by the City.
9. ORT will present a City specific marketing plan during the first quarter, allowing input from City staff and coordination on the implementation of marketing materials or programs. The marketing plan will be designed to promote outreach and increase awareness of ORT's routes and services to Bentonville residents and will include ridership growth benchmarks and measures to increase ridership. ORT agrees to devote substantial time, interests, and energies to promote ridership on the City's routes.
10. ORT shall make, in person, quarterly reports to the Bentonville City Council Finance Committee which include, but are not limited to, marketing and technology updates.
11. During the first quarter, ORT will implement the City's fixed route onto its app. Throughout the duration of this agreement, ORT pledges to continuously work towards ease of public use for its technology with the understanding that ORT is moving towards one app for citizen use.
12. In the event of a performance failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Agreement, the City may withhold sums otherwise due to ORT that are specifically for the service that was not performed in accordance with the Agreement, until the correction of the performance failure is confirmed to the satisfaction of the City. In the event ORT fails to correct the performance failure within forty-eight (48) hours of being notified, or if ORT fails to correct the performance failure in a manner which bring the service into specification as approved by the City's contact, the City reserves the right to cancel the Agreement immediately.
13. ORT represents that is shall, at its sole cost and expense, comply with all applicable municipal, county, state, and federal requirements now in force pertaining to any and all activities contemplated under this Agreement.
14. The parties agree that this Agreement shall be construed under Arkansas law with proper jurisdiction and venue for any cause of action arising from this Agreement vesting in the Circuit Court of Benton County, Arkansas.

- 15. ORT acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to the disclosure under the Arkansas Freedom of Information Act (FOIA) Ark. Code Ann. §25-19-101, et seq. City contracts and documents prepared while performing City contractual work are subject to the FOIA. If a FOIA request is presented to the City, ORT will do everything possible to provide the documents in a prompt and timely manner. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- 16. Without the City’s prior consent, ORT’s duties under this Agreement are not assignable by ORT, either in whole or in part.
- 17. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this agreement shall not affect the other provisions.
- 18. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.
- 19. Changes, modifications, or amendments in scope, price, or other deliverables pursuant to this Agreement shall not be allowed without a prior formal contractual amendment approved by the City in advance of the change in scope, price, or deliverable. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach of obligation of the other party, under this Agreement, shall constitute a waiver of any other prior or subsequent breach or obligation.
- 20. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representation, or warranties with respect to the subject matter of this Agreement other than those expressly provided herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of April 18, 2025 | 4:58 PM CDT 20__

Ozark Regional Transit

By: _____
 Joel Gardner
 Executive Director
 Ozark Regional Transit

City of Bentonville, Arkansas

By: _____
 Stephanie Orman
 Mayor, City of Bentonville, Arkansas

Route 14

Monday - Friday

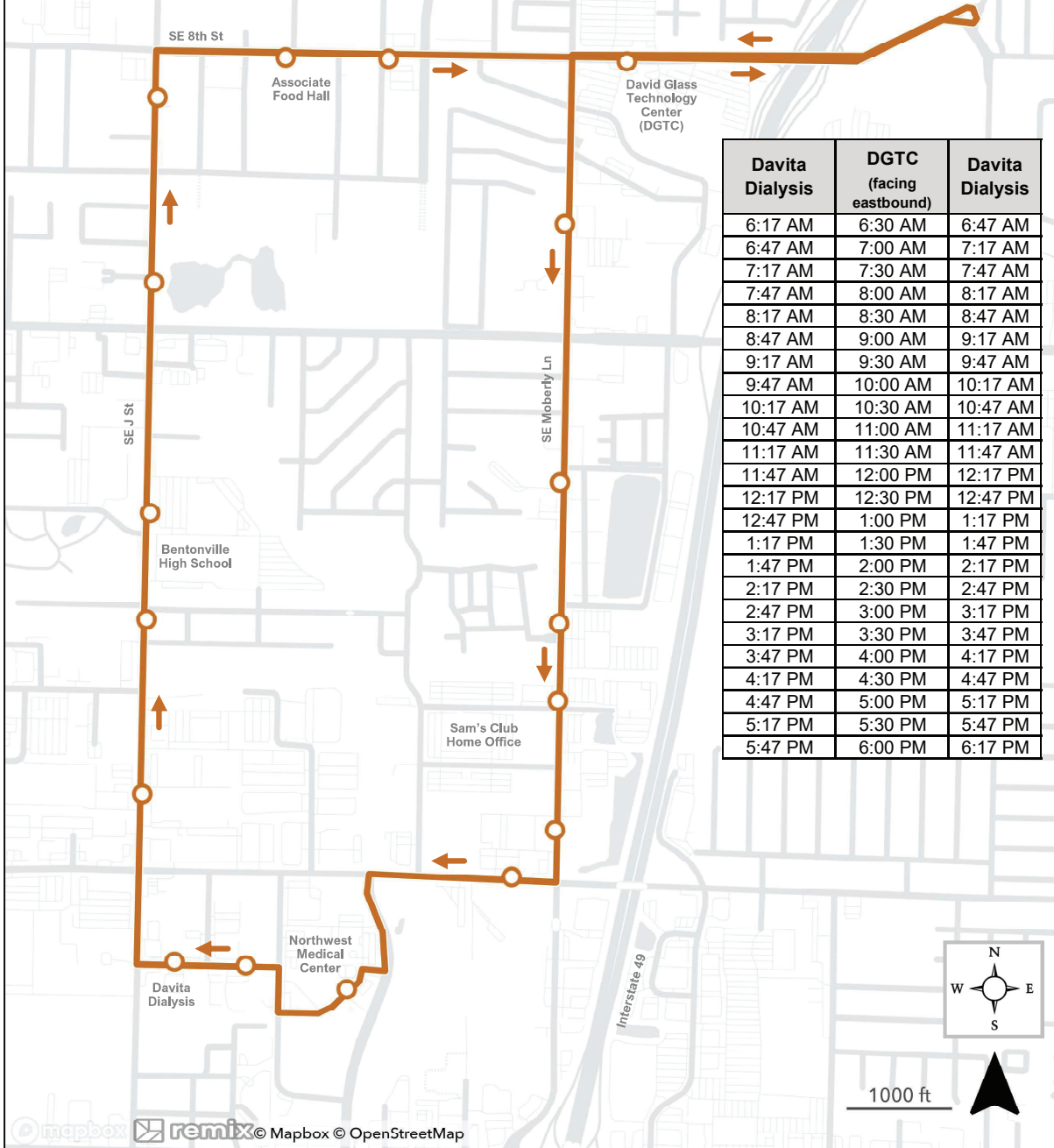
Points of Interest (within .25 mile)
 Bentonville High School
 Haas Hall Academy
 David Glass Technology Center
 The Links Apartments
 Sam's Club Home Office
 Northwest Medical Center

Connections
 Route 54
 Route 53
 Route 12
 Route BRC
 ORT On Demand Service



Scan the QR Code for Rider Information Tools

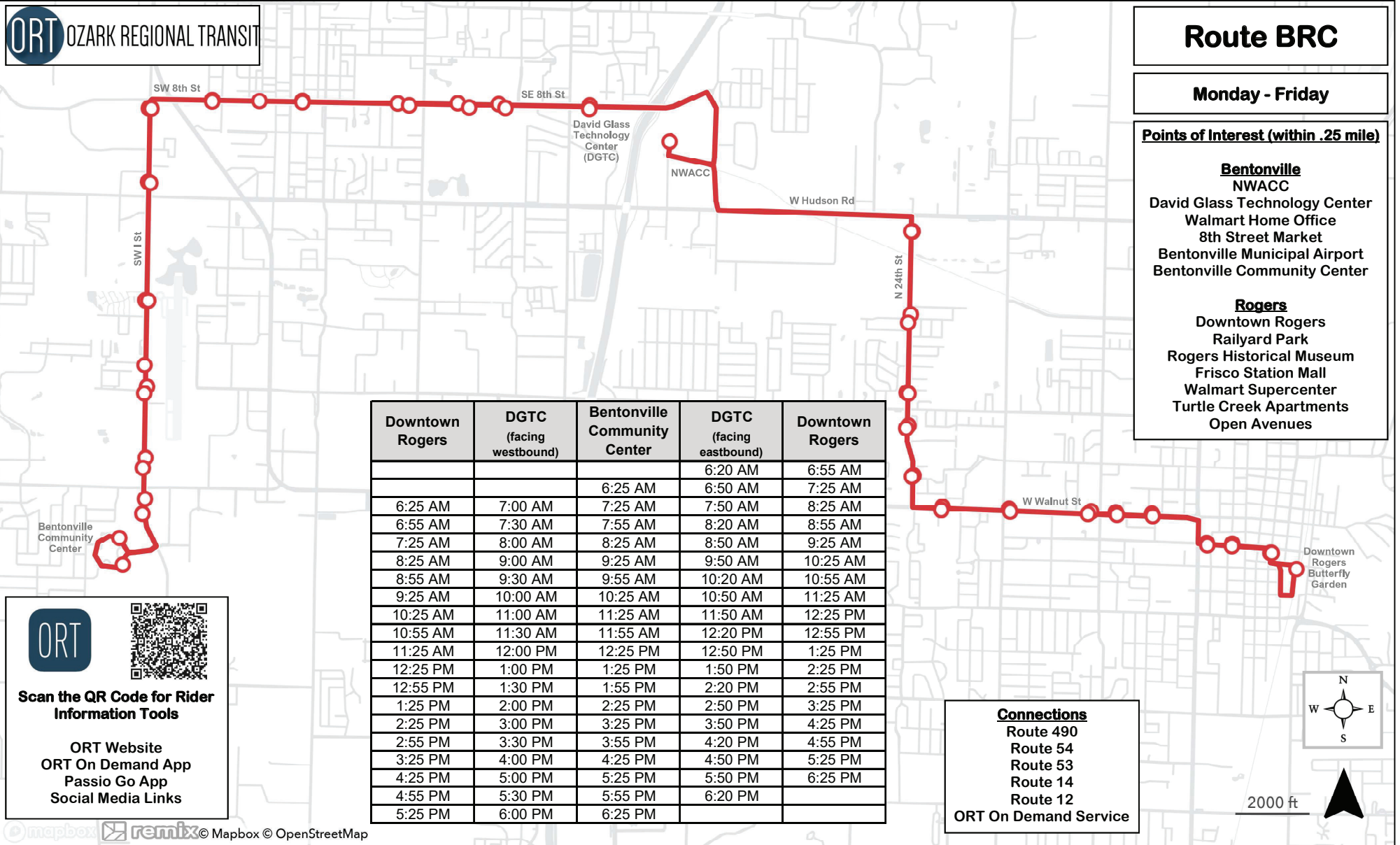
ORT Website
 ORT On Demand App
 Passio Go App
 Social Media Links



Davita Dialysis	DGTC (facing eastbound)	Davita Dialysis
6:17 AM	6:30 AM	6:47 AM
6:47 AM	7:00 AM	7:17 AM
7:17 AM	7:30 AM	7:47 AM
7:47 AM	8:00 AM	8:17 AM
8:17 AM	8:30 AM	8:47 AM
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4:47 PM	5:00 PM	5:17 PM
5:17 PM	5:30 PM	5:47 PM
5:47 PM	6:00 PM	6:17 PM



Exhibit B





City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

September 5, 2025

Members of the City Council
Honorable Stephanie Orman, Mayor
Mr. Patrick Johndrow, Finance Director
City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, AR 72712

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**[®].

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- CITY OF BENTONVILLE, ARKANSAS
 - Audit Services for the year ended December 31, 2022

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

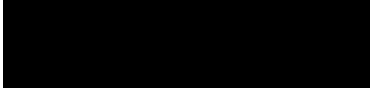
The fees for our services will be \$12,000 for the compliance testing of each major federal award program and \$5,000 for assistance in drafting the single audit report and completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.



Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of CITY OF BENTONVILLE, ARKANSAS.

BY _____
Honorable Stephanie Orman, Mayor

DATE _____

BY _____
Patrick Johndrow, Finance Director

DATE _____

AM: 72054

Scope of Services – Audit Services

We will audit the schedule of expenditures of federal awards and the and related notes (the financial statement), for the following entity:

CITY OF BENTONVILLE, ARKANSAS as of and for the year ended December 31, 2022

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statement
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statement and related notes

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Cynthia Burns, director, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
CITY OF BENTONVILLE, ARKANSAS	Members of the City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities	We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in <i>Government Auditing Standards</i> , issued by the
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Comptroller General of the United States; and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statement to obtain reasonable rather than absolute assurance about whether the financial statement is free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement, including the disclosures, and whether the financial statement represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements,

including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statement, of which management may become aware, that may affect the financial statement

- Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
 - **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statement to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statement taken as a whole
 - Preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statement that indicates that such financial statement have been audited by us
 - Distribution of audit reports to any necessary parties

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the

period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between

subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Release of certain claims.** Unless disallowed by law or applicable professional standards, you agree to release Forvis Mazars from any and all claims which arise from knowing misrepresentation to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of yours. The provisions of this paragraph shall apply regardless of the nature or the claim

Unless specifically authorized by Forvis Mazars in writing or as authorized by applicable law, You agree that You will not provide any third party with Our Work Product for their use or reliance.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees

paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Arkansas, without regard to its conflict of laws principles.
11. **Reserved**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or

regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other

document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FORVIS MAZARS, LLP, IN THE AMOUNT OF SEVENTEEN THOUSAND DOLLARS (\$17,000.00), TO RESTATE THE 2022 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS; AMENDING THE 2025 BUDGET TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, during the 2024 audit, it was discovered that expenses on prior year Schedule of Expenditures Federal Awards (SEFA) were reported in incorrect years;

WHEREAS, this occurred due to the timing of grant closeouts and receipt of payments for reimbursements; and

WHEREAS, a budget adjustment is needed to fund this agreement.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Forvis Mazars, LLP, in the amount of seventeen thousand dollars (\$17,000.00), to restate the 2022 SEFA;

Section 2: The 2025 Budget is hereby adjusted to appropriate seventeen thousand dollars (\$17,000.00) from General Fund Reserves into Account #101650-43210 – Legal & Professional Services;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

September 4, 2025

Members of the City Council
Honorable Stephanie Orman, Mayor
Mr. Patrick Johndrow, Finance Director
City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, Arkansas 72712

The following documents the nature of our services beyond those contemplated in our contract dated January 9, 2024, with City of Bentonville, Arkansas.

Additional Procedures

Audit of the restated Schedule of Expenditures of Federal Awards and testing of additional major federal award programs identified for the year ended December 31, 2023. The audit has the following board objectives:

- We will express an opinion on your compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
- We will issue a report on your internal control over compliance in accordance with the Uniform Guidance.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review the draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for the transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest service:

- Preparing a draft of the single audit report including the restated schedule of expenditures of federal awards

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Engagement Fees

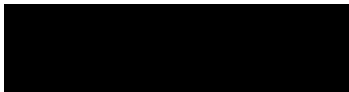
The fee for our services will be \$12,000 for the compliance testing of each additional major program, \$5,000 for assistance in drafting the single audit report and completing the auditee portion of Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse, and \$5,000 for the consultation on the restatement of the 2023 Schedule of Expenditures of Federal Awards. These fees will be billed and are due on the same terms as those in our original contract.

Other Engagement Matters and Limitations

This addendum to our original contract serves to identify the additional services you have requested, but does not modify any other rights, restrictions, or agreements contained in that contract. These services will be performed based on the terms of that original agreement, except as otherwise indicated herein.

Contract Agreement

Please sign and return this contract to indicate your acknowledgement of, and agreement with, the arrangements for our services.



Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract on behalf of CITY OF BENTONVILLE, ARKANSAS.

BY _____
Honorable Stephanie Orman, Mayor

DATE _____

BY _____
Mr. Patrick Johndrow, Finance Director

DATE _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FORVIS MAZARS, LLP, IN THE AMOUNT OF THIRTY-FOUR THOUSAND DOLLARS (\$34,000.00), TO RESTATE THE 2023 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS; AMENDING THE 2025 BUDGET TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, during the 2024 audit, it was discovered that expenses on prior year Schedule of Expenditures Federal Awards (SEFA) were reported in incorrect years;

WHEREAS, this occurred due to the timing of grant closeouts and receipt of payments for reimbursements; and

WHEREAS, a budget adjustment is needed to fund this agreement.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Forvis Mazars, LLP, in the amount of thirty-four thousand dollars (\$34,000.00), to restate the 2023 SEFA;

Section 2: The 2025 Budget is hereby adjusted to appropriate seventeen thousand dollars (\$17,000.00) from General Fund Reserves into Account #105030-43210 – Legal & Professional Services;

Section 3: The 2025 Budget is further adjusted to appropriate seventeen thousand dollars (\$17,000.00) from General Fund Reserves into Account #203810-43210 – Legal & Professional Services;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



Incurring Expenses from May 2024 Storm Summary

- \$10,125.00 to All Service Electric for repair of two RRFB foundations located on SE Members Pl.
- \$13,140.00 to Temple for replacement of two RRFB's located on SE Members Pl.
- \$1,695.06 to Pinnacle Fence for repairs to a city owned privacy fence located on E Central Ave east of SE/NE J St.
- \$2,716.70 to Pinnacle Fence for repairs to a sidewalk handrail located on NW 9th St between NW D St and Bella Vista Rd.
- \$7,771.59 to Milestone Construction for sidewalk and retaining wall repairs located on NW D St between W Central Ave and NW 2nd St.
- \$20,750.00 to Creative Design Concepts for guard rail repairs located on Tiger Blvd and NW A St.
- \$27,685.00 to A-Z Overhead Door for repairs to a materials storage building located at the City's Compost Facility.
- \$10,291.57 to L&L Metal Sales for steel frame repairs to a materials storage building located at the City's Compost Facility.
- \$8,150.00 to Johnson Equipment for the repair of a sliding barn style door located at the City's Compost Facility.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET FOR EXPENSES INCURRED FROM THE MAY 2024 STORM EVENT; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to amend the 2025 Budget for expenses incurred to repair City infrastructure damaged during the May 2024 Storm Event.

WHEREAS, a budget adjustment is needed.

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

Section 1: The 2025 Budget is adjusted to appropriate Seventy-Six Thousand Seven-Hundred Forty-Three Dollars and Sixty-Nine Cents (\$76,743.69) from Street Fund reserves to Account #203810-44450 Public Works by Project Maintenance.

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated September 23, 2025, is made by the City of Bentonville, Arkansas (“City”) and Mo-Ark Utilities (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The First Contract Amendment was approved by City Council on January 14, 2025, in an amount not to exceed \$1,000,000.00 per year for each contract awarded.
3. The Second Contract Amendment was approved by City Council on April 8, 2025, in an amount not to exceed \$1,500,000.00 per year for each contract awarded.
4. The Third Contract Amendment was approved by City Council on July 8, 2025, in an amount not to exceed \$2,000,000.00 per year for each contract awarded.
5. The Agreement is Amended as follows:
6. The estimated total of payments for the contract is estimated to be \$2,500,000.00 per contract term.
7. This Amendment shall be effective immediately when fully executed.
8. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH MO-ARK UTILITIES, INCREASING THE CONTRACT AMOUNT BY FIVE-HUNDRED THOUSAND DOLLARS (\$500,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into a contract with Mo-Ark Utilities dated November 20, 2024, which has previously been amended three times;

WHEREAS, the need has arisen to amend the contract for a fourth time to continue repairs to the water service lines and reduce water loss; and

WHEREAS, a budget adjustment is needed to fund this amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Mo-Ark Utilities for additional services, increasing the contract amount by five hundred thousand dollars (\$500,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred thousand dollars (\$500,000.00) from Utility Fund Reserves into Account #503020-44450 – Public Works by Project Maintenance;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

<input type="checkbox"/> Informational	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Enter into an Agreement	<input type="checkbox"/> Change Order
<input type="checkbox"/> Recognizing Funds	<input type="checkbox"/> Budget Adjustment	<input type="checkbox"/> Waiver of Bid	<input type="checkbox"/> Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
-----------------------------	----

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

September 12, 2025

Travis Matlock
Electric Utility Director
City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712

RE: Formula Rate Review & Regulatory Support

Dear Travis,

GDS appreciates the opportunity to propose to assist the City of Bentonville, Arkansas ("City", "Bentonville") with its detailed review of Southwestern Electric Power Company (SWEPCo) formulary rates under the City's existing wholesale power supply agreement with SWEPCo. Alongside accomplished legal expertise, GDS has provided significant advisement services on formula rate structures in order to find inconsistencies between anticipated power cost under the City's existing power supply agreements and appropriate cost reporting practices and procedures for including SWEPCo costs on invoices to clients.


As part of GDS' review over the last year, GDS has entered into settlement discussions for similarly situated clients and has been successful in achieving adjustments to SWEPCo cost reporting. Over the remaining period of the contract, GDS estimates that adjustments to the reported SWEPCo cost could total more than \$900,000 for the City.

To complete this work and receive compensation for work done to date in order to achieve contractual savings for the City, GDS proposes a professional fee not-to-exceed **\$75,000**. Amidst increasing costs, these important efforts reduce costs for Bentonville customers, and we hope to continue supporting Bentonville in reducing costs wherever possible.

Please let us know if there is any other information that we can provide to assist you in your consideration. If there are no other questions, please provide an approval signature below.

Thank you for the opportunity to serve the City and its electric customers.

Sincerely,



Garrett D. Cole, P.E.
Vice President

Letter Proposal Approved by City of Bentonville, Arkansas

Name, Title

Signature

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GDS ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to enter into an agreement with GDS Associates, Inc. for engineering work for the two law firms that are representing Bentonville against AEP at FERC.

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with GDS Associates, Inc. for engineering work in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00).

Section 2: The 2025 Budget is adjusted to appropriate Seventy-Five Thousand Dollars (\$75,000.00) from Utility Fund reserves into Account #503010-43210 Legal and Professional Services.

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK