



BENTONVILLE FINANCE COMMITTEE AGENDA

Tuesday, July 25, 2023 - 4:30 p.m.
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 in at the following link:**

<https://us02web.zoom.us/j/89139307844?pwd=ZWxNVhRby9RVElhd1pyZzluVmdHZz09>

Call to Order/Roll Call

CITY COUNCIL ITEMS TO BE CONSIDERED

1. **Item 4 on City Council Agenda:**

Resolution to approve a budget adjustment in the amount of \$20,000.00 to cover the expense incurred for Forvis to prepare our Annual Consolidated Financial Report. A budget adjustment is needed. **(Pages 2-20)**

2. **Item 7 on City Council Agenda:**

Ordinance to approve a waiver of bid to purchase a 2023 Tahoe with upfitting from Superior Automotive Group in the amount of \$66,706.61, and a budget adjustment to provide one vehicle for the police department to support the new School Resource Officer position. Due to Superior honoring their previously submitted and awarded sealed bid price (IFB-22-104), it is not practical to solicit competitive bids. In order to purchase the unit immediately, an emergency clause is needed. A budget adjustment is needed. **(Pages 21-24)**

3. **Item 8 on City Council Agenda:**

Resolution to approve a budget adjustment in the amount of \$124,599.92 for funds received from an ARML insurance settlement claim. This claim is in reference to a hailstorm on April 15, 2023 where several police vehicles were damaged. A budget adjustment is needed to recognize funds. **(Pages 25-27)**

4. **ORT Route Discussion.**

(Pages 28-51)



Agenda Item Form

Date of City Council Meeting	7/25/2023
Department	Finance Department
Submitted by	Patrick Johndrow - Finance Director
Phone	(479) 271-6781

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to approve a budget adjustment in the amount of \$20,000.00 to cover the expense incurred for Forvis to prepare our Annual Consolidated Financial Report. A budget adjustment is needed.					

Estimated Cost	20,000.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
General Fund Reserves	





Budget Adjustment Request

Date of City Council Meeting	7/25/2023
Department	Finance Department
Submitted by	Patrick Johndrow - Finance Director
Phone	(479) 271-6781

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget Adjustment in the amount of \$20,000 to 101040-43210 to cover preparation of Annual Consolidated Financial Report by Forvis, LLP. This will be funded by General Fund Reserves.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101040	43210	Legal & Professional Services		\$ 20,000.00
		Totals	\$ -	\$ 20,000.00
		Net Impact on Fund Balance	\$ (20,000.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				





MEMORANDUM

TO: Mayor Orman, City Council

FROM: Patrick Johndrow, Finance Director

DATE: July 25, 2023

SUBJECT: Agreement for Forvis, LLP to prepare Annual Consolidated Financial Report

Each year, the Finance Department prepares the City's Annual Consolidated Financial Report. This report contains our audited financial statements, as well as commentary from management and statistical information. With the departure of key staff members in 2022, Forvis, LLP was asked to prepare the City's report. Their final cost for doing so was \$20,000.



809 S. 52nd Street, Suite A / Rogers, AR 72758
P 479.845.0270 / F 479.845.0840
forvis.com

January 26, 2023

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

We appreciate your selection of **FORVIS, 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.
- Attestation Examination 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 base fee for our services will be \$98,000.

Included in this fee are travel 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. The additional fee for implementing GASB 87, if applicable, is expected to be \$10,000 - \$15,000 and will be based on time expended. The additional fee related to drafting the report using The Reporting Solution (TRS), if needed, including assistance with the entries in TRS related to the government wide conversion to accrual accounting will be based on time expended and is expected to be between \$15,000 and \$20,000. Any additional assistance will be billed at a rate of \$225 per hour.

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.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
 - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-to-use lease assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
 - Documenting any changes from your previous lease recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, is effective for fiscal years beginning after June 15, 2022. Early application is encouraged.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 96, including:
 - Assisting with information gathering to develop an inventory of all SBITA agreements, service contracts, and other arrangements that may contain right-to-use IT assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 96
 - Documenting any changes from your previous IT subscription recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

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, LLP

FORVIS, 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.

Stephanie Orman _____
e Orman, Mayor

DATE February 7, 2023 | 8:59 AM CST _____

Patrick Johnrow _____
ow, Finance Director

DATE February 7, 2023 | 9:23 AM CST _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements 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 statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- 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
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether combining and individual fund statements and the schedule of expenditures of federal awards ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

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:

- Assistance with entries related to the government wide conversion from modified accrual to full accrual accounting
- Preparing a draft of the financial statements and related notes using TRS
- Assistance with formatting, binding and printing of the final report
- Preparing a draft of the supplementary information, including the 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

Cynthia Burns 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

CITY OF BENTONVILLE, ARKANSAS

Party Name

Honorable Mayor and 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 *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are 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(ies) 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 statements, 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 statements, including the disclosures, and whether the financial statements 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 statements. 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 statements 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.

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 statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - 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 statements 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 statements 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 statements taken as a whole
- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
- Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information

- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**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 statements 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.

Attestation Examination Services

We will examine the written assertion made by management that the City complied with certain acts during the year ended December 31, 2022.

The objective of our examination is the expression of an opinion in a written report about whether the responsible party's assertion is fairly stated in all material respects with the applicable criteria against which it is measured or evaluated.

The criteria to be used consist of the requirements of Arkansas Act 15 of 1985 and the following Arkansas statutes:

- Arkansas Municipal Accounting Law of 1973, § 14-59- 10 I et seq.;
- Arkansas District Courts and City Courts Accounting Law, § 16- 10-20 I et seq.;
- Improve contracts, §§ 22-9-202 - 22-9-204
- Budgets, purchases, and payments of claims, etc., § 14-58-20 I et seq. and § 14-58-30 I et seq.;
- Investment of public funds, § 19- 1-501 et seq.; and
- Deposit of public funds, §§ 19-8- 10 I - 19-8- 107

The following apply for the attestation examination services described above:

Our Responsibilities

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

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.

Limitations & Fraud

Because of the inherent limitation of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS 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, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), 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 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' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' 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 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' 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. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS 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 of the claim.
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 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 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' 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 or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall FORVIS 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 Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
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.

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 has no responsibility to maintain this information. You agree You will not rely on FORVIS 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' servers, i.e., FORVIS 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 Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. 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 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 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 is not a party, You shall compensate FORVIS 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, 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, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS 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.
23. **FORVIS 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 in the performance of FORVIS' services to You, including the provision to FORVIS 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 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 maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS 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 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 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. **Use of FORVIS Name.** Any time You intend to reference FORVIS' 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.

31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS 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.
33. **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 AMENDING THE 2023 BUDGET; APPROPRIATING TWENTY THOUSAND DOLLARS (\$20,000.00) FROM GENERAL FUND RESERVES INTO ACCOUNT #101040-43210 – LEGAL & PROFESSIONAL SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FORVIS, LLP; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Finance Department prepares the City's Annual Consolidated Financial report yearly;

WHEREAS, it is requested that Forvis, LLP prepare the current report as it conducts the City's annual audit and has familiarity with the subject matter; and

WHEREAS, a budget adjustment will be needed fund this additional work.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an amended agreement with Forvis, LLP for the preparation of the City's Annual Consolidated Financial Report;

Section 2: The 2023 Budget is amended to adjust twenty thousand dollars (\$20,000.00) from General Fund Reserves to Account #101040-43210 – Legal & Professional Services;

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

Section 4 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	7/25/2023
Department	Police Department
Submitted by	Ray Shastid- Chief of Police
Phone	(479) 271-3173

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action (Enter recommendation in space below):

Ordinance to approve a waiver of bid to purchase a 2023 Tahoe with upfitting from Superior Automotive Group in the amount of \$66,706.61, and a budget adjustment to provide one vehicle for the police department to support the new School Resource Officer position. Due to Superior honoring their previously submitted and awarded sealed bid price (IFB-22-104), it is not practical to solicit competitive bids. In order to purchase the unit immediately, an emergency clause is needed. A budget adjustment is needed.

Estimated Cost	66,706.61
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Is this Item Budgeted?	☐ Yes ☒ No
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If no, please explain how item will be funded (briefly explain in space below) :

ARML insurance check and General Fund Reserves.





Budget Adjustment Request

Date of City Council Meeting	7/25/2023
Department	Police Department
Submitted by	Ray Shastid-Chief
Phone	(479) 271-3173

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
To utilize funds received from a recent insurance settlement check from ARML in the amount of \$27,425.00, and General Fund, to provide one Chevrolet Tahoe for an additional School Resource Officer position.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	37520	Miscellaneous Income	\$ 27,425.00	
102010	47420	Vehicles		\$ 66,706.61
		Totals	\$ 27,425.00	\$ 66,706.61
		Net Impact on Fund Balance	\$ (39,281.61)	

*Final Account Number will be determined by Accounting Department after approval and purchase



www.bentonvillear.com

PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023 BUDGET; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTOMOTIVE GROUP, FOR AN ESTIMATED AMOUNT OF SIXTY-SIX THOUSAND SEVEN HUNDRED SIX DOLLARS AND SIXTY-ONE CENTS (\$66,706.61), FOR THE PURCHASE OF A 2023 CHEVROLET POLICE TAHOE INCLUDING ALL EQUIPMENT AND UP-FITTING FOR THE BENTONVILLE POLICE DEPARTMENT; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department proposes to add one (1) 2023 Chevrolet Police Tahoe to support the new School Resource Officer Position;

WHEREAS, this agreement will cover the purchase of one (1) 2023 Chevrolet Police Tahoe including all equipment and up-fitting based on a recent bid from Superior Auto Group (IFB-22-104);

WHEREAS, because Superior Auto Group has agreed to sell this vehicle at the previous bid price awarded for the eight (8) vehicles already purchased, it would be neither practical nor feasible to advertise for bids;

WHEREAS, the need to make this purchase is immediate; and

WHEREAS, a budget adjustment will be needed to fund this purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Superior Automotive Group, in the amount of sixty-six thousand seven hundred six dollars and sixty-one cents (\$66,706.61), to purchase a 2023 Chevrolet Police Tahoe including all equipment and up-fitting;

Section 2: Because Superior Automotive Group has agreed to honor a previous bid award price for this purchase, it is neither practical nor feasible to solicit competitive bids, that requirement is herein waived;

Section 3: The 2023 Budget is hereby amended to appropriate twenty-seven thousand four hundred twenty-five dollars (\$27,425.00) from Account #102010-37520-Miscellaneous Income into Account #102010-47420-Capital Vehicles. The 2023 Budget is further amended to appropriate thirty-nine thousand two hundred eighty-one dollars and sixty-one cents from General Fund Reserves into Account #102010-37520-Capital Vehicles for this purchase;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances of the City Council, or parts of the Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	7/25/2023
Department	Police Department
Submitted by	Ray Shastid- Chief of Police
Phone	(479) 271-3173

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to approve a budget adjustment in the amount of \$124,599.92 for funds received from an ARML insurance settlement claim. This claim is in reference to a hailstorm on April 15, 2023 where several police vehicles were damaged. A budget adjustment is needed to recognize funds.					

Estimated Cost	124,599.92
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	





Budget Adjustment Request

Date of City Council Meeting	7/25/2023
Department	Police Department
Submitted by	Ray Shastid-Chief
Phone	(479) 271-3173

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget Adjustment in the amount of \$124,599.92 and move these funds from miscellaneous income account (102010-37520) to vehicle repairs & maintenance account (102010-44420) to begin repairs on multiple police vehicles. This is not a budgeted item.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	37520	Miscellaneous Income	\$ 124,599.92	
102010	44420	Vehicle Repairs & Maintenance		\$ 124,599.92
		Totals	\$ 124,599.92	\$ 124,599.92
		Net Impact on Fund Balance	\$ -	

*Final Account Number will be determined by Accounting Department after approval and purchase



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PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2023 BUDGET TO RECOGNIZE AN
INSURANCE SETTLEMENT CLAIM FROM ARKANSAS MUNICIPAL
LEAGUE, IN THE AMOUNT OF ONE HUNDRED TWENTY-FOUR
THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS AND NINETY-TWO
CENTS (\$124,599.92); AND FOR OTHER PURPOSES.**

WHEREAS, due to a hailstorm on April 15, 2023, several police vehicles were damaged;

WHEREAS, the Bentonville Police Department has received an insurance settlement claim from Arkansas Municipal League to begin repairs on damaged vehicles; and

WHEREAS, a budget adjustment will be needed recognizing settlement claim;

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

Section 1: The 2023 Budget is adjusted to recognize one hundred twenty-four thousand five hundred ninety-nine dollars and ninety-two cents (\$124,599.92) into Account #102010-37520 – Miscellaneous Income and appropriate the same to Account #102010-44420 – Vehicle Repairs & 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 Resolutions: 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 _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK

ORDINANCE NO. 2023-37

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000.00), WITH OZARK REGIONAL TRANSIT FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Transportation Department wishes to enter into an agreement with Ozark Regional Transit for public transit services within the City of Bentonville;

WHEREAS, Ozark Regional Transit is the sole provider for such service in the area and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Ozark Regional Transit for the public transit service within the City of Bentonville, in an amount not to exceed two hundred twenty thousand dollars (\$220,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of public transit services for the Bentonville Transportation Department;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance 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 Ordinance are repealed to the extent of such conflict.

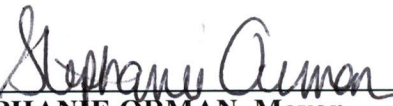
PASSED this 14 day of FEBRUARY, 2023.

APPROVED:

ATTEST:


KIRBY ROMINES, City Clerk




STEPHANIE ORMAN, Mayor

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., and.

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

WHEREAS, ORT has been providing public transportation to the citizens of the City; and,

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

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 \$866,531 funded partially by the Walton Family Foundation grant to ORT and \$220,000 due from the City of Bentonville, ORT will provide services as follows:
 - a. On Demand Transit services within the City and withing the boundaries of the attached map.
 - b. Supply up to 3 vehicles running withing the City from 7AM to 6:30PM Monday through Thursday; 7AM to Midnight on Friday and Noon to Midnight on Saturday
 - c. Associated ADA Para-Transit services.
3. It is anticipated that the revenue to fund these activities will be approximately \$866,531, with \$646,531 provided by a grant from the Walton Family Foundation and the City's share being \$220,000. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than this amount then any such overage will be retained by the City. If the anticipated revenue is less than \$220,000 then the City shall pay the difference from other funding sources.
4. The revenue of \$220,000 referred to herein as the City's share shall be remitted in 1 installment. The lump sum of \$220,000 shall be due to ORT before March 31, 2023.
5. The term of this Agreement shall be from January 1, 2023, through December 31, 2023; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
6. ORT shall make monthly reports to the City and furnish any and all information request by the City.
7. The term of this Agreement shall be from January 1, 2023, through December 31, 2023. However, it shall renew annually and automatically and include any pay increases approved by the City Council, unless agreed to otherwise by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 26 day of January, 2023

Ozark Regional Transit

By: _____

Joel Gardner
Executive Director
Ozark Regional Transit

City of Bentonville, Arkansas

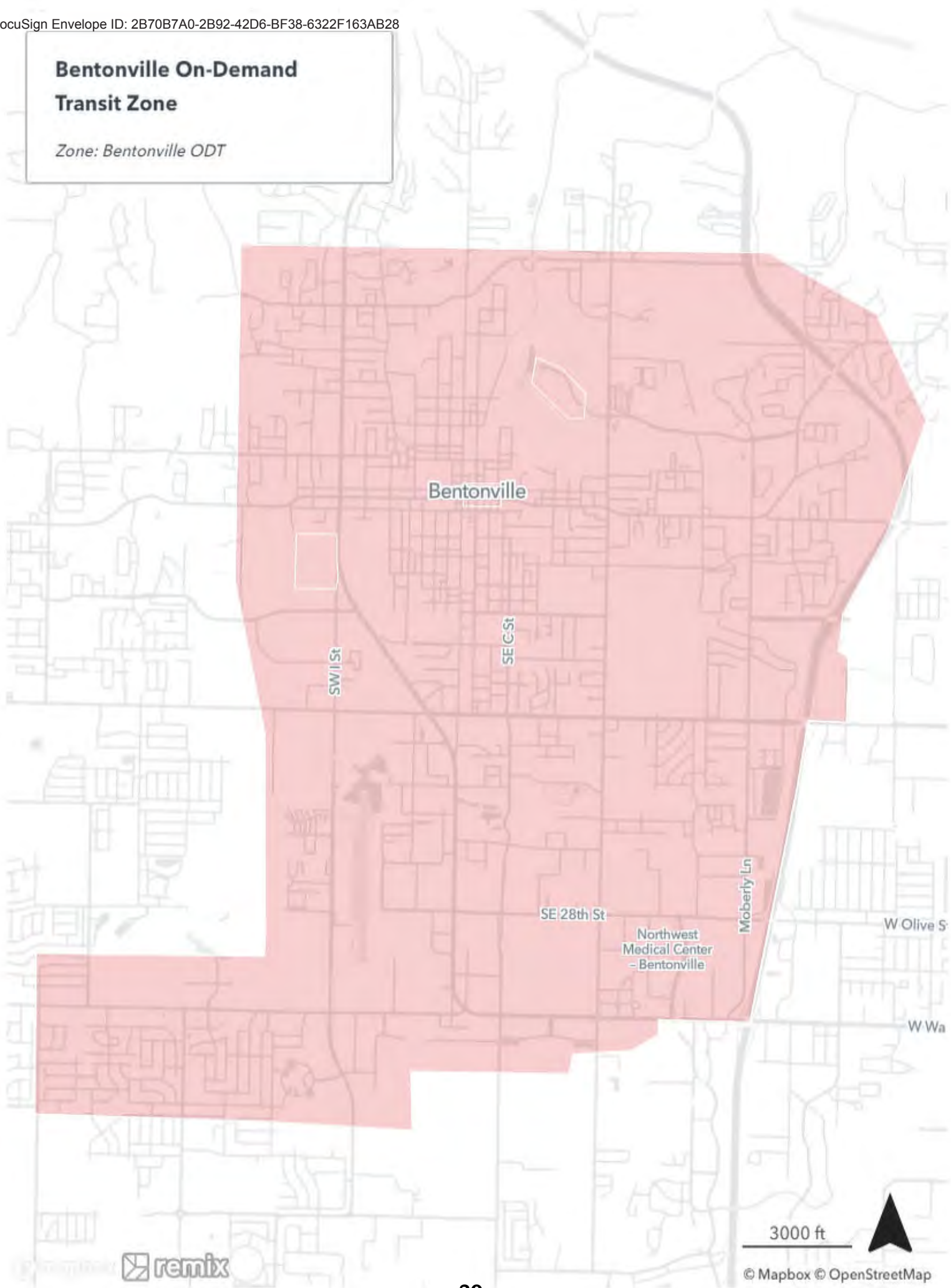
By: _____

Stephanie Orman

Stephanie Orman
Mayor, City of Bentonville, Arkansas

**Bentonville On-Demand
Transit Zone**

Zone: Bentonville ODT



OZARK REGIONAL TRANSIT

Operating Statistics

June 2023

	June 2023				Year To Date			
FIXED ROUTE	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Passenger Boardings	11,500	12,226	-726	-5.9%	72,442	68,790	3,652	5.3%
Passengers per Hour	6.6	8.5	-2.0	-22.9%	43.2	45.3	-2.1	-4.7%
Passengers per Day	523	556	-33	-5.9%	3,548	3,323	226	6.8%
ADA Complementary Paratransit	655	749	-94	-12.6%	4,069	4,300	-231	-5.4%
Bike Passengers	498	435	63	14.5%	2,177	1,787	390	21.8%
Revenue Hours	1,749	1,433	316	22.0%	10,082	9,188	894	9.7%
Service Hours	1,846	1,497	348	23.3%	10,618	9,707	911	9.4%
Revenue Miles	30,710	20,796	9,914	47.7%	180,386	142,449	37,937	26.6%
Service Miles	33,424	22,111	11,313	51.2%	195,327	154,713	40,614	26.3%
ON DEMAND	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Passenger Boardings (Weekdays)	9,769	3,877	5,892	152.0%	40,221	14,344	25,877	180.4%
Passenger Boardings (Saturdays)	972	240	732	305.0%	4,212	994	3,218	323.7%
Total Passengers	10,741	4,117	6,624	160.9%	44,433	15,338	29,095	189.7%
Passengers per Hour (Weekdays)	4.1	3.0	1.1	35.0%	21.6	13.3	8.3	62.4%
Passengers per Hour (Saturdays)	3.7	2.0	1.7	84.1%	22.6	8.2	14.5	176.4%
Passengers per Day (Weekdays)	444	176	268	152.0%	1,932	672	1,260	187.5%
Passengers per Day (Saturdays)	243	60	183	305.0%	1,033	236	797	338.2%
Bike Passengers	170	19	151	794.7%	452	68	384	564.7%
Revenue Hours	2,891	1,479	1,412	95.5%	13,392	6,845	6,548	95.7%
Service Hours	3,109	1,674	1,435	85.7%	14,524	7,688	6,837	88.9%
Revenue Miles	42,306	19,114	23,192	121.3%	193,563	84,180	109,382	129.9%
Service Miles	47,703	23,513	24,190	102.9%	221,052	104,419	116,633	111.7%
PARATRANSIT	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Passenger Boardings	1,261	1,432	-171	-11.9%	6,421	6,594	-173	-2.6%
Passengers per Hour	1.9	1.9	0.0	-1.3%	10.4	9.3	1.2	12.6%
Passengers per Day	57	65	-8	-11.9%	313	317	-4	-1.1%
Revenue Hours	681	763	-82	-10.8%	3,683	4,236	-553	-13.0%
Service Hours	859	889	-30	-3.4%	4,930	5,048	-118	-2.3%
Revenue Miles	8,911	9,676	-766	-7.9%	50,814	51,512	-698	-1.4%
Service Miles	11,432	11,084	348	3.1%	62,096	61,265	831	1.4%
TOTAL	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Passenger Boardings (Weekdays)	22,530	17,535	4,995	28.5%	119,084	89,728	29,356	32.7%
Passenger Boardings (Saturdays)	972	240	732	305.0%	4,212	994	3,218	323.7%
Total Passengers	23,502	17,775	5,727	32.2%	123,296	90,722	32,574	35.9%
Charter/Shuttle Passengers	145	20	125	625.0%	1,451	12,876	-11,425	-88.7%
Grand Total	23,647	17,795	5,852	32.9%	124,747	103,598	21,149	20.4%

	June 2023				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	22	22	0	0.0%	123	124	-1	-0.8%
Saturdays	4	4	0	0.0%	24	24	0	0.0%
Revenue Vehicles	35	29	6	20.7%				
Non-Revenue Vehicles	6	6	0	0.0%				
Total Vehicles	41	35	6	17.1%				
Total Miles (All Vehicles)	103,028	63,339	39,689	62.7%	524,795	359,781	165,014	45.9%
Diesel Fuel Consumed	4,417	4,478	-61	-1.4%	24,092	22,771	1,321	5.8%
Gas Consumed	7,103	3,116	3,987	127.9%	32,766	19,512	13,254	67.9%
Miles Per Gallon	8.9	8.3	0.6	7.2%	55.5	51.1	4.4	8.7%
Road calls	3	1	2	200.0%	12	9	3	33.3%
Accidents	0	1	-1	-100.0%	7	5	2	40.0%
Operations (Full Time Equivalent)	42	40	2	5.0%				
Maintenance	12	10	2	20.0%				
Administration	10	10	0	0.0%				
Total	64	60	4	6.7%				

Route Summary

June 2023

Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
10	22	154.1	3,391	13.0	286.0	159.3	3,504.2	13.5	297.0	169.7	3,733.0
20	22	147.1	3,236	13.5	297.0	188.8	4,152.6	14.5	319.0	209.0	4,597.0
61	22	120.9	2,659	13.0	286.0	182.5	4,015.2	13.5	297.0	192.9	4,244.0
62	22	72.1	1,586	13.6	298.8	180.4	3,968.0	14.1	309.8	186.4	4,100.0
490-1	20	16.8	335	13.8	276.7	363.9	7,277.0	14.8	296.7	403.9	8,077.0
490-2	22	13.3	293	13.8	304.3	354.2	7,793.0	14.8	326.3	394.2	8,673.0
BRX	16	22.3	356	2.0	32.0	31.4	502.6	3.3	53.3	61.8	989.0
Total		524.3	11,500	80.8	1,748.8	1,429.0	30,710.0	85.3	1,845.8	1,556.0	33,424.0

On Demand (Weekday)

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
F1	22	47.2	1,039	13.4	295.0	241.5	5,312.2	13.9	306.0	251.9	5,541.0
F2	22	45.9	1,009	13.4	295.0	208.0	4,576.0	14.1	309.7	226.0	4,972.0
F3	20	19.9	398	6.0	120.0	95.5	1,910.0	6.5	130.0	107.5	2,150.0
S1	22	49.5	1,089	12.8	282.5	139.2	3,062.0	13.0	286.2	147.2	3,238.0
S2	22	49.0	1,078	12.8	282.5	142.6	3,137.0	13.0	286.2	150.6	3,313.0
R1	22	48.5	1,067	12.3	270.5	196.1	4,314.0	13.3	292.5	221.1	4,864.0
R2	22	45.0	989	11.8	260.5	184.5	4,060.0	12.8	282.5	209.5	4,610.0
R3	21	25.5	536	6.0	126.0	102.0	2,142.0	7.0	147.0	127.0	2,667.0
B1	22	47.5	1,044	12.8	280.5	203.9	4,485.2	14.1	309.8	234.3	5,154.0
B2	22	44.0	968	11.8	260.5	187.5	4,125.2	13.2	289.8	217.9	4,794.0
B3	22	25.1	552	7.0	154.0	75.9	1,670.2	8.3	183.3	106.3	2,339.0
Total		447.0	9,769	120.2	2,627.0	1,776.7	38,793.8	129.2	2,823.0	1,999.3	43,642.0

On Demand (Saturday)

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
F1	4	43.8	175	12.0	48.0	204.1	816.4	12.5	50.0	214.5	858.0
S1	4	27.3	109	12.0	48.0	81.5	326.0	12.2	48.7	89.5	358.0
S2	4	33.8	135	12.0	48.0	120.5	482.0	12.2	48.7	128.5	514.0
R1	4	22.0	88	6.0	24.0	102.5	410.0	7.0	28.0	127.5	510.0
R2	4	15.0	60	4.0	16.0	62.3	249.0	5.0	20.0	87.3	349.0
B1	4	57.5	230	12.0	48.0	175.9	703.4	13.3	53.3	206.3	825.0
B2	4	43.8	175	8.0	32.0	131.4	525.4	9.3	37.3	161.8	647.0
Total		243.0	972	66.0	264.0	878.1	3,512.2	71.5	286.0	1,015.3	4,061.0

Paratransit Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR - CC	21	19.7	413	5.0	104.4	53.7	1,128.2	7.0	148.0	68.4	1,436.0
PT1	22	9.3	204	5.8	127.0	90.4	1,989.3	7.1	155.3	106.1	2,334.5
PT2	22	9.8	215	5.9	129.3	79.6	1,750.4	6.8	150.0	109.0	2,397.0
PT3	22	7.5	166	5.2	113.3	67.0	1,473.3	6.4	139.8	82.1	1,807.0
PT4	22	8.5	187	7.2	159.2	86.6	1,904.7	8.3	181.5	103.3	2,273.0
PT5	20	3.7	73	2.3	46.4	32.0	640.3	4.1	81.4	56.7	1,134.0
PT6	2	1.5	3	0.5	1.1	12.3	24.5	1.4	2.8	25.0	50.0
PT7	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total		59.9	1,261	31.9	680.7	421.5	8,910.7	41.0	858.7	550.6	11,431.5

Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Fixed Route	524.3	11,500.0	80.8	1,748.8	1,429.0	30,710.0	85.3	1,845.8	1,556.0	33,424.0
On Demand (Week)	447.0	9,769.0	120.2	2,627.0	1,776.7	38,793.8	129.2	2,823.0	1,999.3	43,642.0
On Demand (Sat)	243.0	972.0	66.0	264.0	878.1	3,512.2	71.5	286.0	1,015.3	4,061.0
Paratransit	59.9	1,261.0	31.9	680.7	421.5	8,910.7	41.0	858.7	550.6	11,431.5
Grand Total		23,502.0		5,320.5		81,926.7		5,813.5		92,558.5

Route Summary

June 2023

Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
10	22	154.1	3,391	11.9	1.0	2.5	56	8.8	194
20	22	147.1	3,236	10.9	0.8	5.6	123	4.5	100
61	22	120.9	2,659	9.3	0.7	1.3	28	3.3	72
62	22	72.1	1,586	5.3	0.4	0.9	20	1.1	24
490-1	20	16.8	335	1.2	0.0	0.2	4	2.6	51
490-2	22	13.3	293	1.0	0.0	0.0	1	2.6	57
BRX	16	22.3	356	11.1	0.7	1.5	24	0.4	6
		524.3	11,500	39.5	2.9	10.6	232	22.9	498

On Demand (Weekday)

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
F1	22	47.2	1,039	3.5	0.2	0.0	1	0.1	3
F2	22	45.9	1,009	3.4	0.2	0.1	2	0.0	0
F3	20	19.9	398	3.3	0.2	0.0	0	0.0	0
S1	22	49.5	1,089	3.9	0.4	1.1	24	0.5	12
S2	22	49.0	1,078	3.8	0.3	1.5	32	0.5	10
R1	22	48.5	1,067	3.9	0.2	1.2	27	1.6	35
R2	22	45.0	989	3.8	0.2	1.2	27	0.8	18
R3	21	25.5	536	4.3	0.3	0.6	12	0.8	17
B1	22	47.5	1,044	3.7	0.2	0.5	10	0.3	7
B2	22	44.0	968	3.7	0.2	1.0	21	1.5	34
B3	22	25.1	552	3.6	0.3	0.9	19	0.8	17
		447.0	9,769	40.9	2.9	8.0	175	7.0	153

On Demand (Saturday)

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
F1	4	43.8	175	3.6	0.2	0.0	0	0.0	0
S1	4	27.3	109	2.3	0.3	3.0	12	1.0	4
S2	4	33.8	135	2.8	0.3	0.8	3	0.0	0
R1	4	22.0	88	3.7	0.2	0.3	1	1.5	6
R2	4	15.0	60	3.8	0.2	0.0	0	0.5	2
B1	4	57.5	230	4.8	0.3	0.8	3	1.0	4
B2	4	43.8	175	5.5	0.3	1.3	5	0.3	1
		243.0	972	26.4	1.9	6.0	24	4.3	17

Paratransit Routes

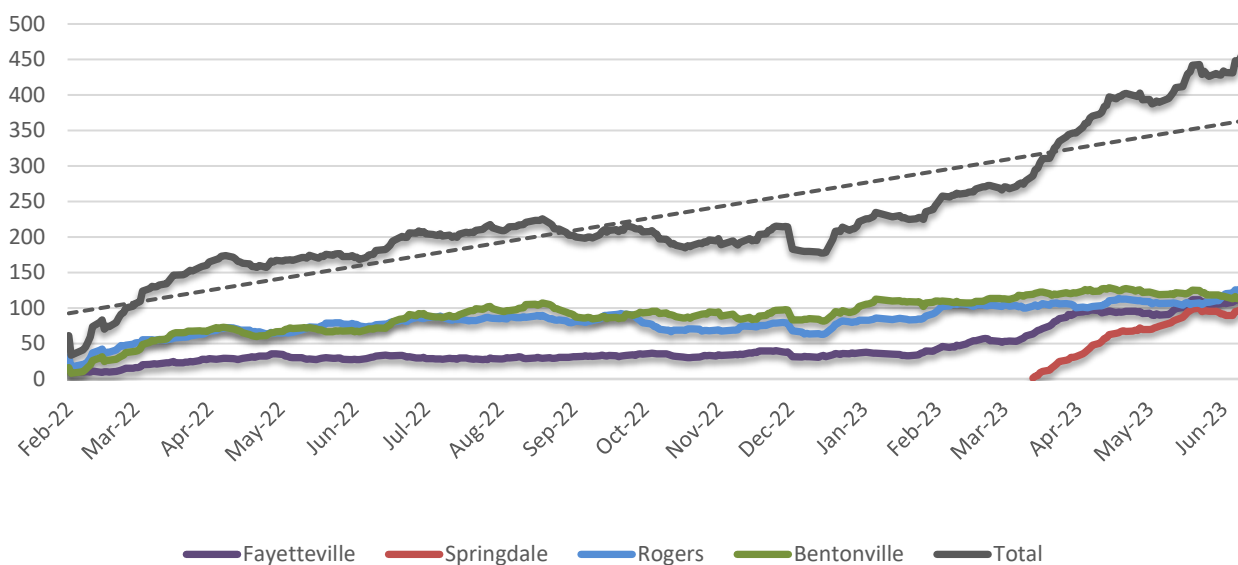
Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR - CC	21	19.7	413	4.0	0.4	0.1	2
PT1	22	9.3	204	1.6	0.1	0.3	6
PT2	22	9.8	215	1.7	0.1	1.2	27
PT3	22	7.5	166	1.5	0.1	1.4	31
PT4	22	8.5	187	1.2	0.1	0.7	16
PT5	20	3.7	73	1.6	0.1	0.1	2
PT6	2	1.5	3	2.8	0.1	0.0	0
PT7	0	0.0	0	0.0	0.0	0.0	0
		59.9	1,261	14.3	1.0	3.8	84

Service Totals

	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Fixed Route	524.3	11,500	39.5	2.9	10.6	232	22.9	498
On Demand (Week)	447.0	9,769	40.9	2.9	8.0	175	7.0	153
On Demand (Sat)	243.0	972	26.4	1.9	6.0	24	4.3	17
Paratransit	59.9	1,261	14.3	1.0	3.8	84		
Grand Total		23,502.0				515.0		668.0

	Days of Operations	Customers	Passenger Trips	Passengers per Day	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
Fayetteville								
Weekdays	22	358	2,446	111	710	3.4	410	248
Saturday	4	115	175	44	48	3.6	132	21
Total	26	473	2,621		758		542	269
Springdale								
Weekdays	22	268	2,167	99	565	3.8	226	170
Saturday	4	80	244	61	96	2.5	7	21
Total	26	348	2,411		661		233	191
Rogers								
Weekdays	22	493	2,592	118	651	4.0	1,126	212
Saturday	4	92	148	37	40	3.7	90	26
Total	26	585	2,740		691		1,216	238
Bentonville								
Weekdays	22	471	2,564	117	695	3.7	782	269
Saturday	4	141	405	101	80	5.1	144	41
Total	26	612	2,969		775		926	310
ODT Service Totals								
Weekdays	22	1,590	9,769	444	2,621	3.7	2,544	899
Saturday	4	428	972	243	264	3.7	373	109
Total	26	2,018	10,741		2,885		2,917	1,008

On-Demand Transit Daily Passengers



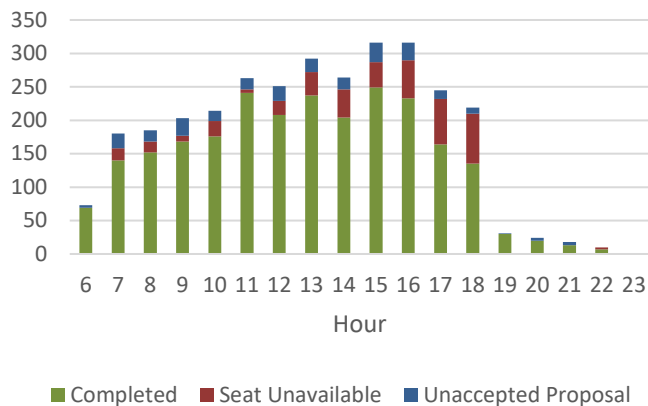
Weekdays

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-06-01	122	31.0	3.9	25	17
2023-06-02	122	39.0	3.1	15	12
2023-06-05	108	31.0	3.5	12	16
2023-06-06	113	25.0	4.5	19	8
2023-06-07	105	31.0	3.4	13	10
2023-06-08	99	31.0	3.2	5	4
2023-06-09	141	39.0	3.6	17	9
2023-06-12	97	31.0	3.1	3	12
2023-06-13	58	31.0	1.9	24	6
2023-06-14	121	31.0	3.9	21	8
2023-06-15	102	31.0	3.3	12	12
2023-06-16	96	33.0	2.9	36	12
2023-06-19	127	31.0	4.1	19	11
2023-06-20	113	31.0	3.6	20	9
2023-06-21	106	31.0	3.4	27	9
2023-06-22	118	31.0	3.8	24	10
2023-06-23	124	39.0	3.2	10	12
2023-06-26	114	31.0	3.7	18	11
2023-06-27	94	31.0	3.0	25	12
2023-06-28	118	31.0	3.8	20	13
2023-06-29	122	31.0	3.9	27	13
2023-06-30	126	39.0	3.2	18	22
Total	2,446	710.0	3.4	410	248

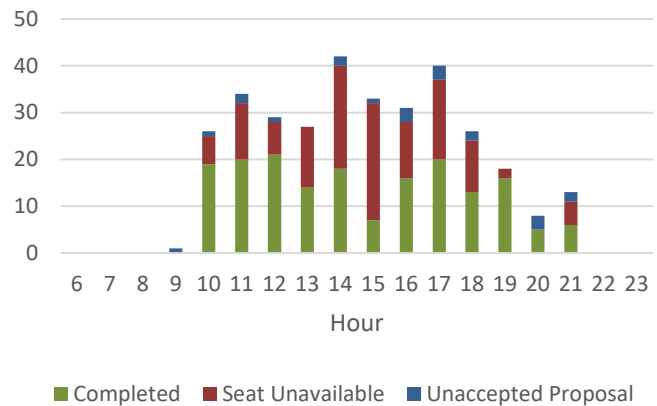
Saturday

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-06-03	37	12.0	3.1	34	7
2023-06-10	42	12.0	3.5	24	9
2023-06-17	44	12.0	3.7	36	3
2023-06-24	52	12.0	4.3	38	2
Total	175	48.0	3.6	132	21

Weekday Requests



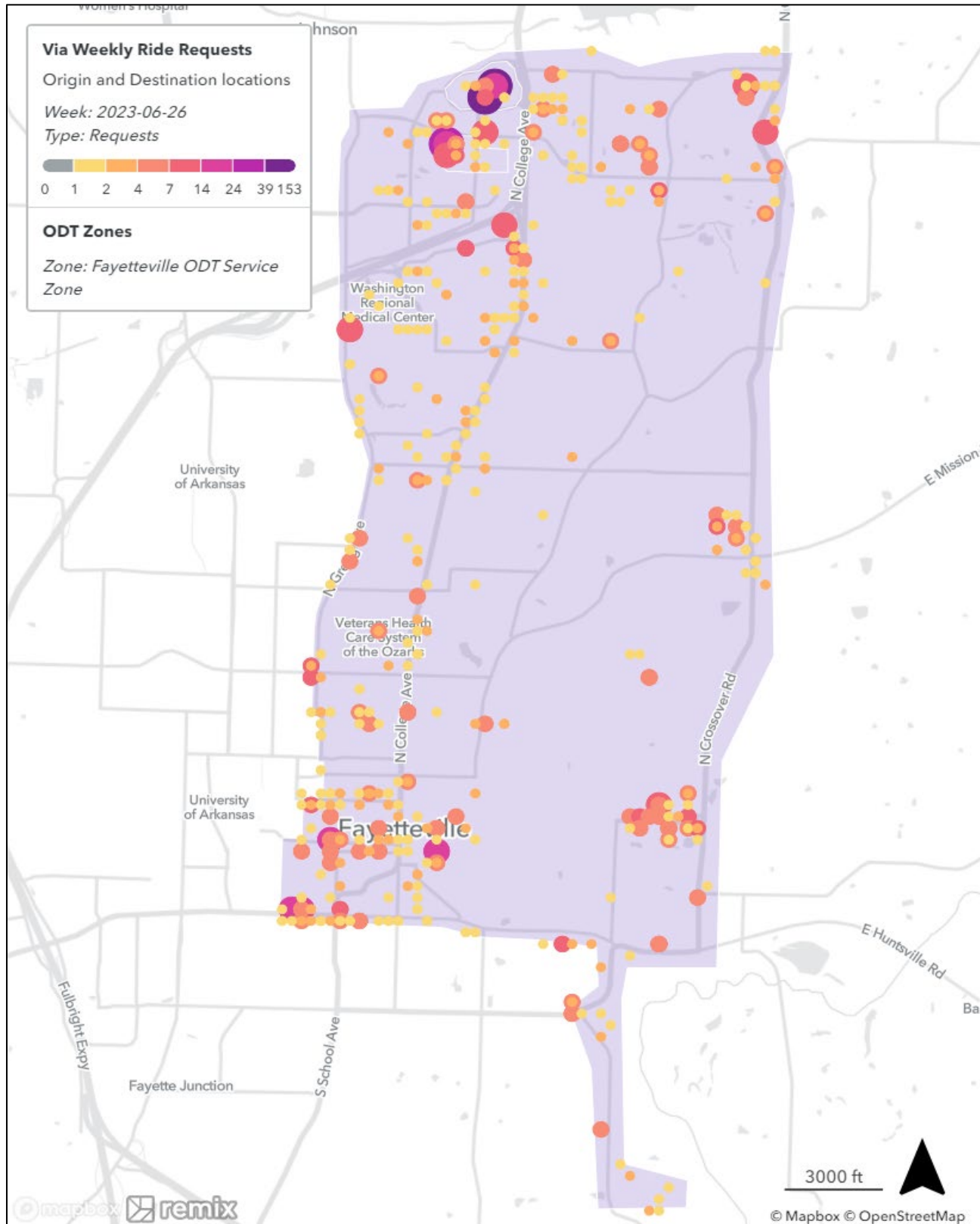
Saturday Requests



On Demand Trip Request Locations

Fayetteville

Week of 6/26/23



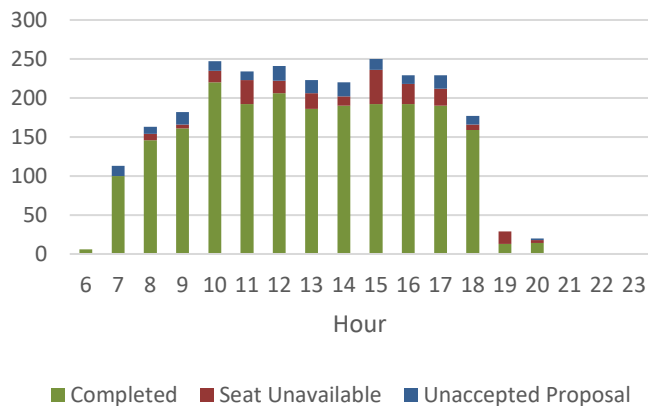
Weekdays

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-06-01	108	25.0	4.3	3	3
2023-06-02	101	28.0	3.6	17	4
2023-06-05	87	25.0	3.5	3	11
2023-06-06	108	25.0	4.3	21	8
2023-06-07	107	25.0	4.3	14	8
2023-06-08	115	25.0	4.6	8	10
2023-06-09	98	28.0	3.5	0	6
2023-06-12	92	25.0	3.7	5	9
2023-06-13	54	25.0	2.2	6	6
2023-06-14	93	25.0	3.7	10	12
2023-06-15	103	25.0	4.1	5	11
2023-06-16	99	28.0	3.5	2	5
2023-06-19	87	25.0	3.5	1	4
2023-06-20	91	25.0	3.6	4	6
2023-06-21	86	25.0	3.4	18	6
2023-06-22	110	25.0	4.4	7	10
2023-06-23	79	28.0	2.8	24	2
2023-06-26	92	25.0	3.7	17	18
2023-06-27	110	25.0	4.4	9	11
2023-06-28	98	25.0	3.9	2	6
2023-06-29	126	25.0	5.0	31	5
2023-06-30	123	28.0	4.4	19	9
Total	2,167	565.0	3.8	226	170

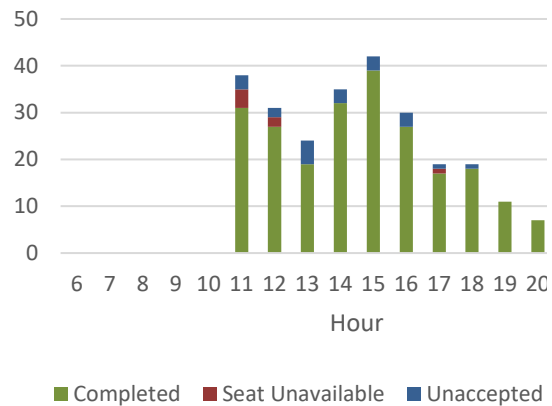
Saturday

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-06-03	73	24.0	3.0	0	3
2023-06-10	60	24.0	2.5	3	6
2023-06-17	54	24.0	2.3	1	7
2023-06-24	57	24.0	2.4	3	5
Total	244	96.0	2.5	7	21

Weekday Requests



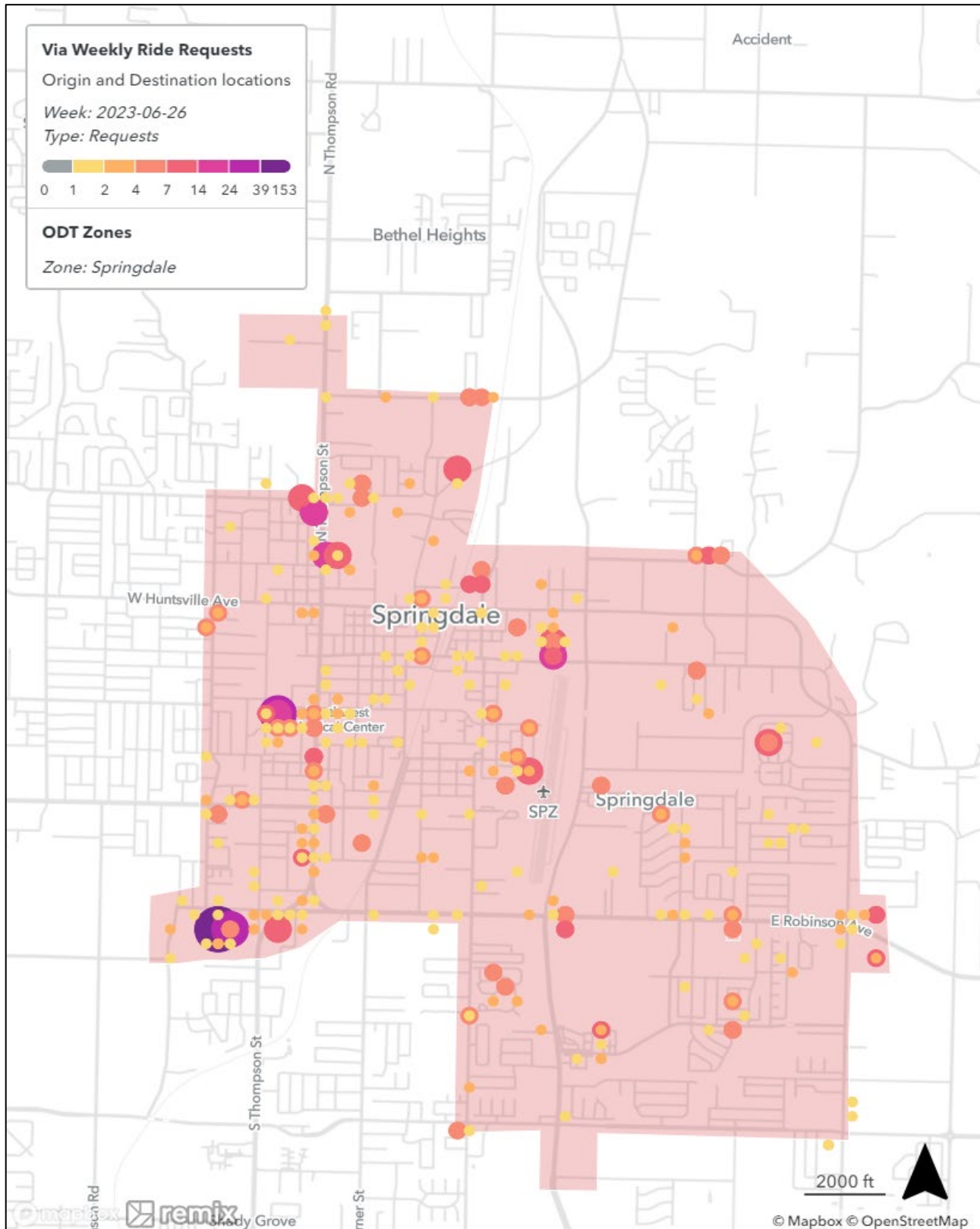
Saturday Requests



On Demand Trip Request Locations

Springdale

Week of 6/26/23



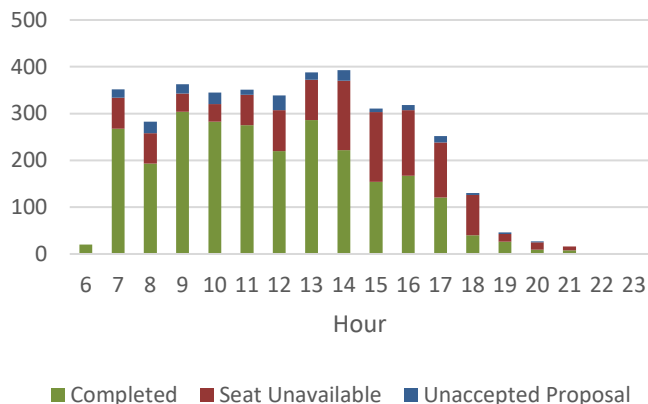
Weekdays

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-06-01	112	29.0	3.9	41	8
2023-06-02	106	34.0	3.1	61	10
2023-06-05	99	29.0	3.4	41	12
2023-06-06	132	29.0	4.6	52	7
2023-06-07	99	29.0	3.4	52	9
2023-06-08	81	23.3	3.5	46	8
2023-06-09	121	34.0	3.6	48	5
2023-06-12	111	29.0	3.8	21	8
2023-06-13	86	29.0	3.0	23	7
2023-06-14	121	29.0	4.2	35	21
2023-06-15	127	29.0	4.4	49	2
2023-06-16	105	28.0	3.8	56	10
2023-06-19	119	29.0	4.1	36	15
2023-06-20	133	29.0	4.6	46	12
2023-06-21	129	29.0	4.4	74	16
2023-06-22	127	29.0	4.4	81	3
2023-06-23	145	34.0	4.3	77	10
2023-06-26	118	29.0	4.1	35	9
2023-06-27	131	29.0	4.5	62	11
2023-06-28	118	29.0	4.1	55	12
2023-06-29	133	29.0	4.6	59	6
2023-06-30	139	34.0	4.1	76	11
Total	2,592	651.3	4.0	1126	212

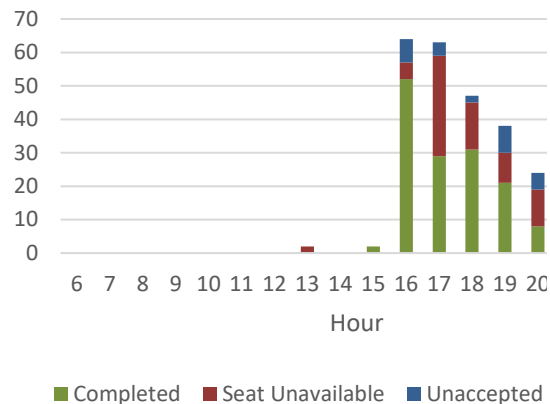
Saturday

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-06-03	41	10.0	4.1	10	2
2023-06-10	41	10.0	4.1	20	6
2023-06-17	26	10.0	2.6	44	13
2023-06-24	40	10.0	4.0	16	5
Total	148	40.0	3.7	90	26

Weekday Requests



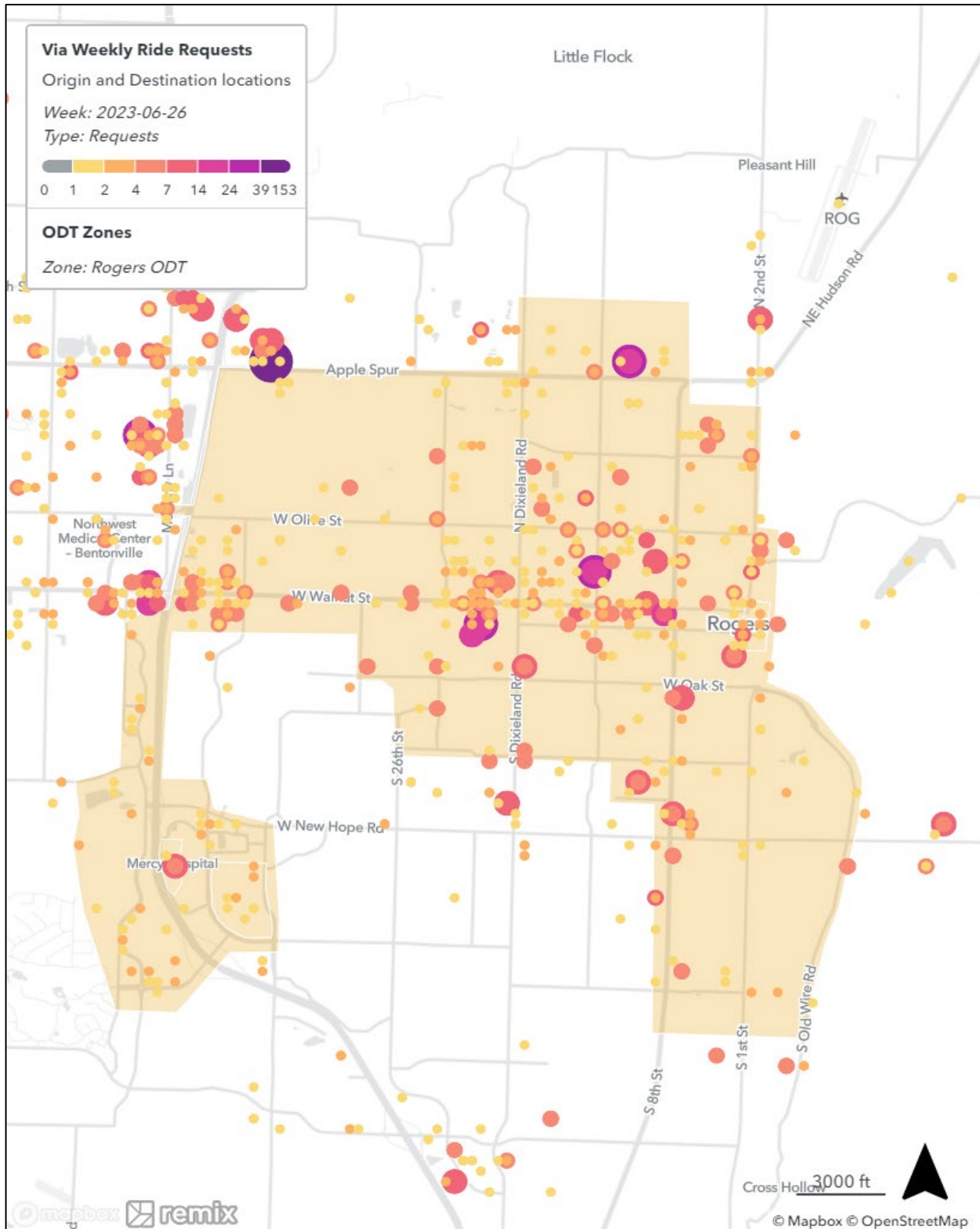
Saturday Requests



On Demand Trip Request Locations

Rogers

Week of 6/26/23



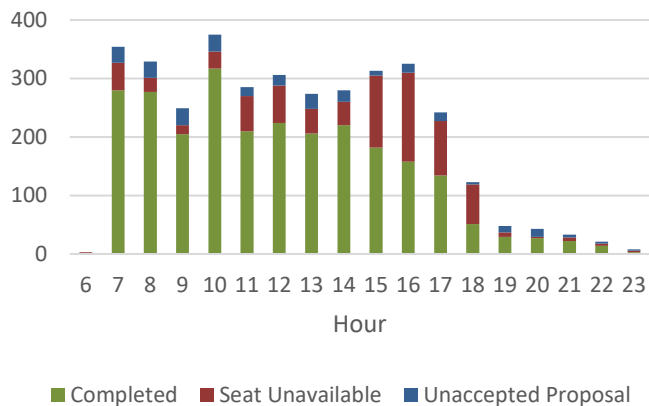
Weekdays

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-06-01	117	30.0	3.9	49	15
2023-06-02	135	37.0	3.6	39	19
2023-06-05	120	30.0	4.0	39	20
2023-06-06	107	30.0	3.6	61	13
2023-06-07	127	30.0	4.2	31	11
2023-06-08	122	30.0	4.1	68	5
2023-06-09	142	37.0	3.8	17	14
2023-06-12	134	30.0	4.5	49	7
2023-06-13	85	30.0	2.8	27	11
2023-06-14	126	30.0	4.2	40	3
2023-06-15	85	30.0	2.8	51	6
2023-06-16	136	37.0	3.7	22	28
2023-06-19	121	30.0	4.0	19	9
2023-06-20	107	30.0	3.6	30	18
2023-06-21	109	30.0	3.6	38	9
2023-06-22	121	30.0	4.0	34	5
2023-06-23	131	37.0	3.5	25	17
2023-06-26	109	30.0	3.6	22	13
2023-06-27	117	30.0	3.9	37	10
2023-06-28	94	30.0	3.1	22	12
2023-06-29	101	30.0	3.4	35	10
2023-06-30	118	37.0	3.2	27	14
Total	2,564	695.0	3.7	782	269

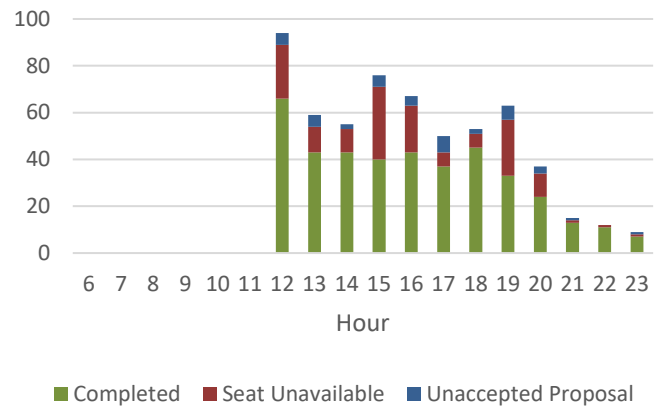
Saturday

Date	Passenger Trips	Revenue Hours	Passengers per Hour	Seat Unavailable	Unaccepted Proposal
2023-06-03	95	20.0	4.8	31	6
2023-06-10	105	20.0	5.3	28	17
2023-06-17	95	20.0	4.8	39	8
2023-06-24	110	20.0	5.5	46	10
Total	405	80.0	5.1	144	41

Weekday Requests



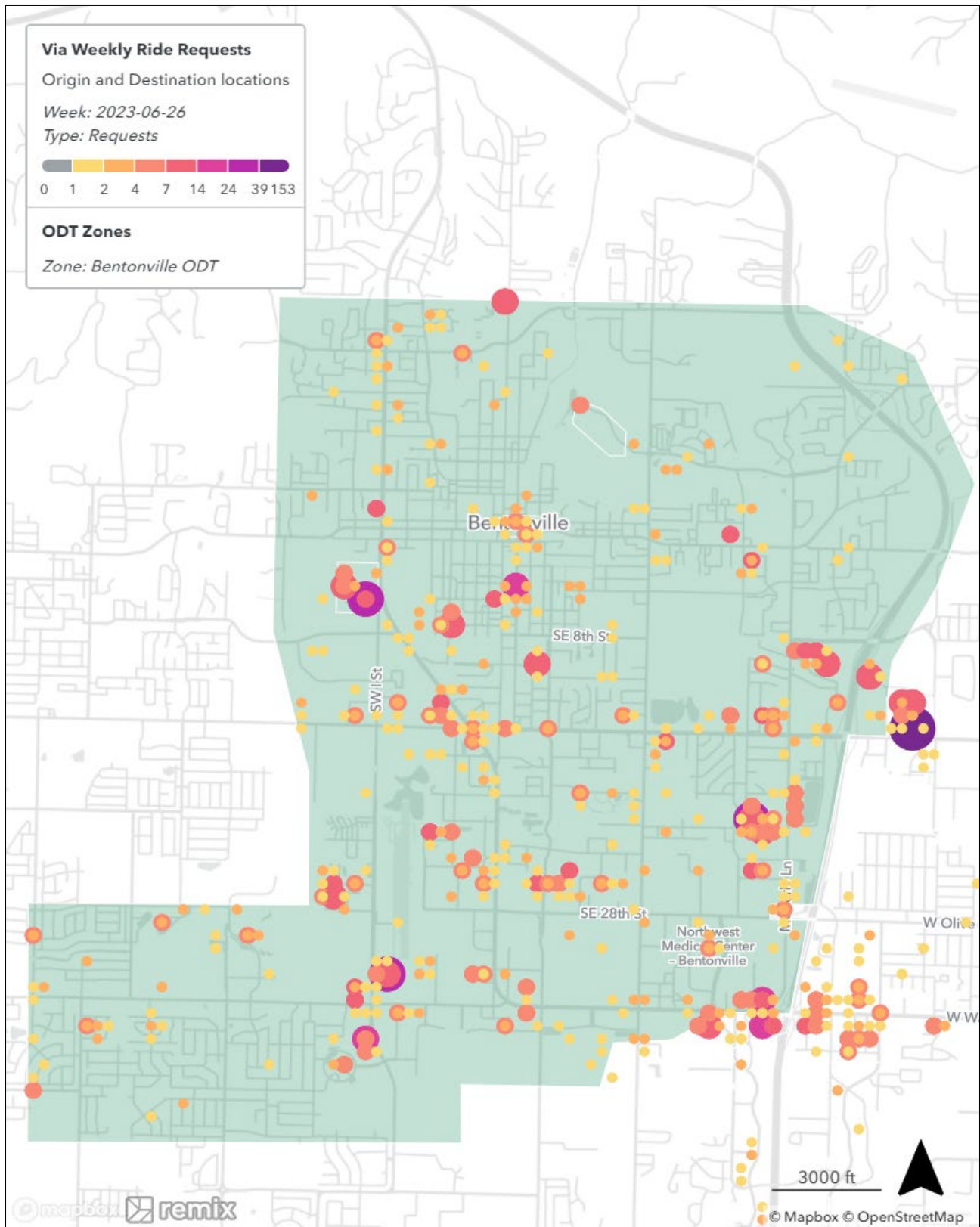
Saturday Requests



On Demand Trip Request Locations

Bentonville

Week of 6/26/23



Ridership Summary

June 2023

Traditional Fixed Routes

	June 2023			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	6,627	0	6,627	39,551	0	39,551
Springdale	4,245	0	4,245	28,074	0	28,074
Rogers	0	0	0	0	0	0
Bentonville	356	0	356	356	0	356
Express	628	0	628	4,817	0	4,817
Total	11,856	0	11,856	72,798	0	72,798

On Demand Transit Routes

	June 2023			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	2,446	175	2,621	8,999	442	9,441
Springdale	2,167	244	2,411	4,482	546	5,028
Rogers	2,592	148	2,740	12,638	833	13,471
Bentonville	2,564	405	2,969	14,102	2,391	16,493
Total	9,769	972	10,741	40,221	4,212	44,433

Paratransit Routes

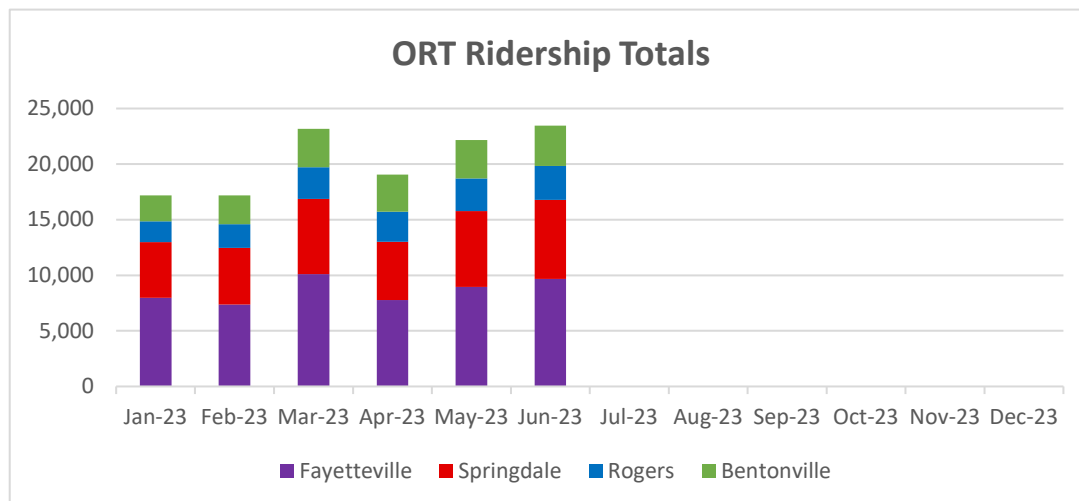
	June 2023			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	258	0	258	1,629	0	1,629
Springdale	299	0	299	1,761	0	1,761
Rogers	163	0	163	876	0	876
Bentonville	128	0	128	736	0	736
Other	413	0	413	1,419	0	1,419
Total	1,261	0	1,261	6,421	0	6,421

All ORT Routes

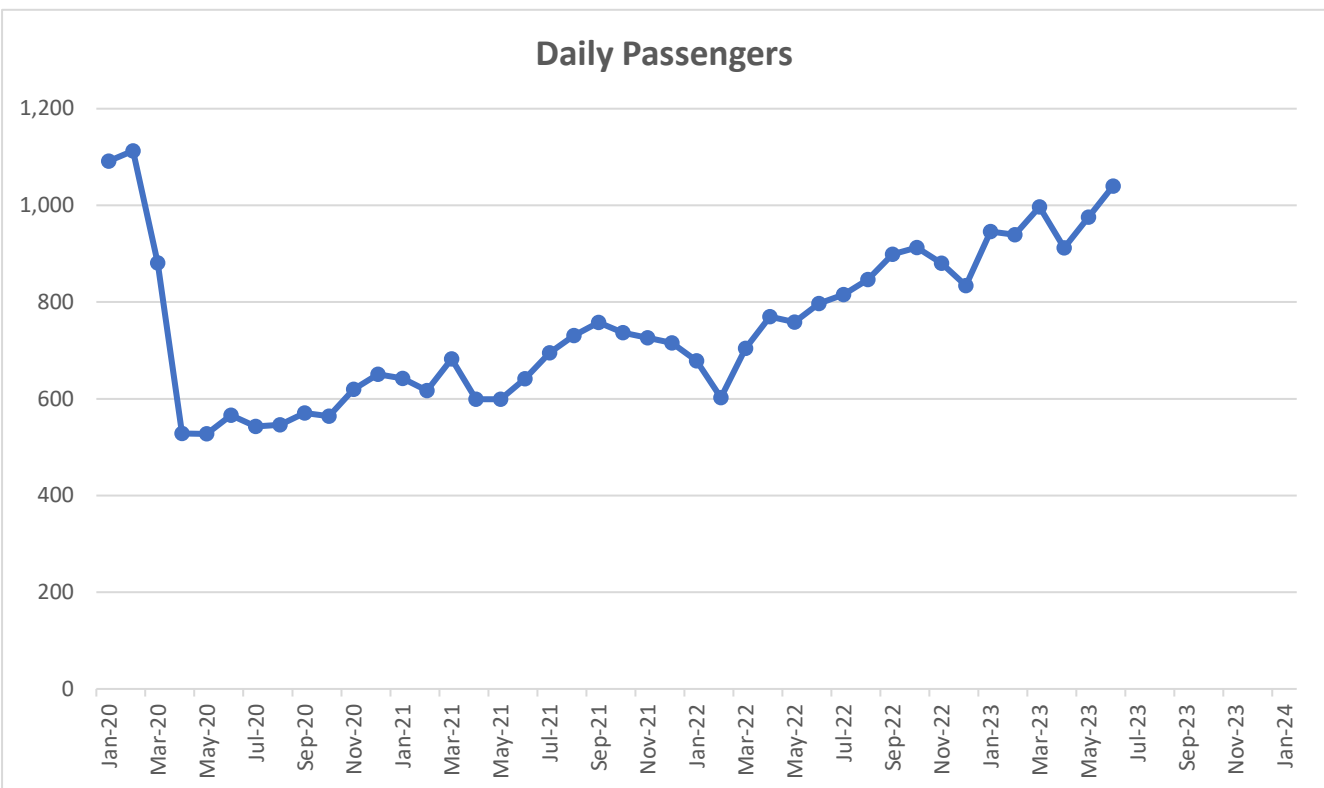
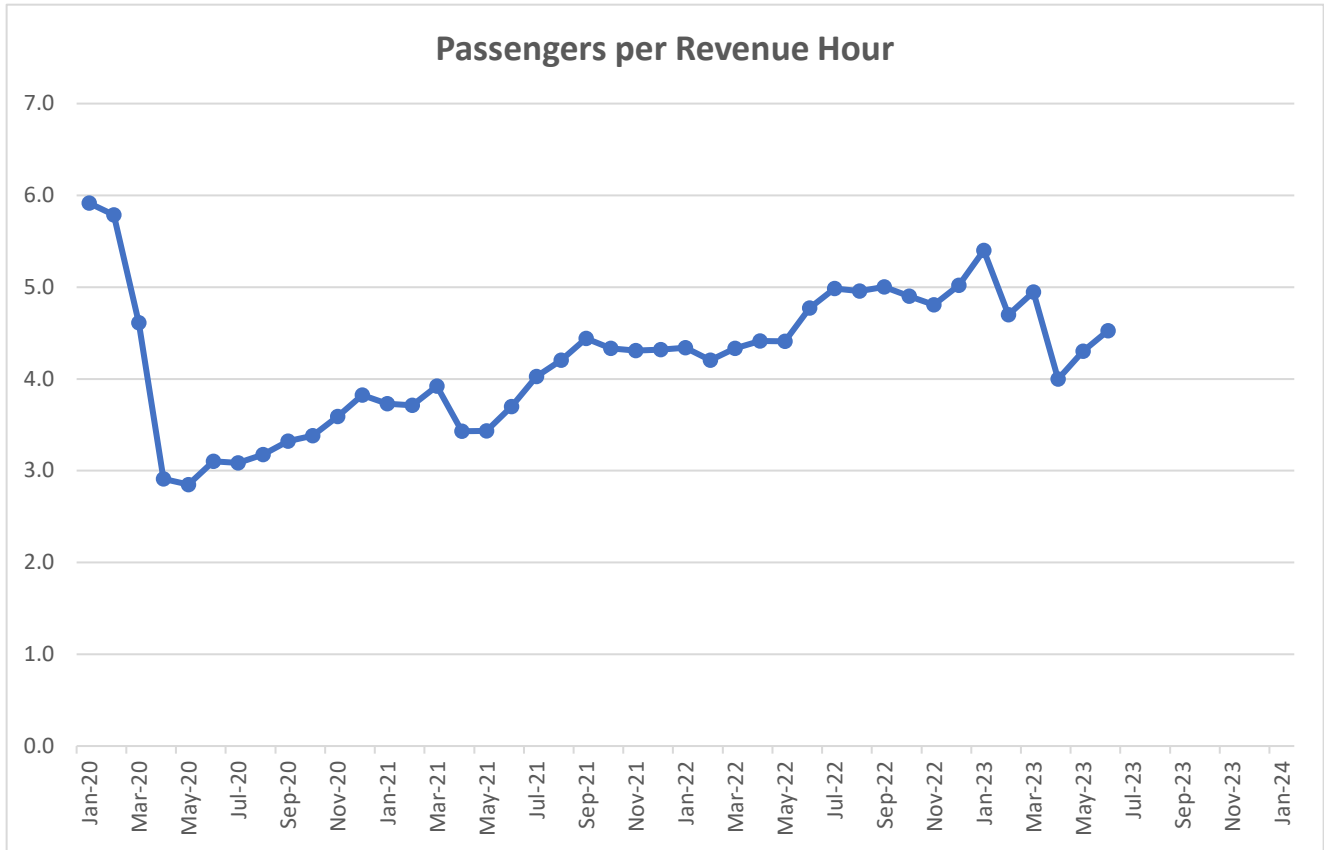
	June 2023			Year To Date		
	Weekday	Saturday	Total	Weekday	Saturday	Total
Fayetteville	9,331	175	9,506	50,179	442	50,621
Springdale	6,711	244	6,955	34,317	546	34,863
Rogers	2,755	148	2,903	13,514	833	14,347
Bentonville	3,048	405	3,453	15,194	2,391	17,585
Express	628	0	628	4,817	0	4,817
Other	413	0	413	1,419	0	1,419
Total	22,886	972	23,858	119,440	4,212	123,652

ORT Ridership Summary

Boardings	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total
<u>Total System</u>													
Fixed Route	16,389	16,440	22,250	18,259	21,296	22,597							117,231
ADA Paratransit	691	630	769	623	701	655							4,069
Demand Response	290	292	441	337	386	606							2,352
Total Passengers	17,370	17,362	23,460	19,219	22,383	23,858							123,652
<u>Fayetteville</u>													
Fixed Route	7,702	7,097	9,803	7,498	8,691	9,405							50,196
ADA Paratransit	239	231	264	227	243	226							1,430
Demand Response	24	30	34	46	33	32							199
Total Passengers	7,965	7,358	10,101	7,771	8,967	9,663							51,825
<u>Springdale</u>													
Fixed Route	4,747	4,822	6,450	4,968	6,505	6,813							34,305
ADA Paratransit	215	201	240	172	199	173							1,200
Demand Response	63	76	89	95	112	126							561
Total Passengers	5,025	5,099	6,779	5,235	6,816	7,112							36,066
<u>Rogers</u>													
Fixed Route	1,716	2,029	2,693	2,563	2,778	2,897							14,676
ADA Paratransit	125	104	133	116	133	130							741
Demand Response	11	7	19	36	29	33							135
Total Passengers	1,852	2,140	2,845	2,715	2,940	3,060							15,552
<u>Bentonville</u>													
Fixed Route	2,224	2,492	3,304	3,230	3,322	3,482							18,054
ADA Paratransit	111	93	132	108	126	126							696
Demand Response	10	13	10	4	1	2							40
Total Passengers	2,345	2,598	3,446	3,342	3,449	3,610							18,790
<u>Other Areas</u>													
Fixed Route	0	0	0	0	0	0	0	0	0	0	0	0	0
ADA Paratransit	1	1	0	0	0	0							2
Demand Response	182	166	289	156	211	413							1,417
Total Passengers	183	167	289	156	211	413							1,419



All ORT Passengers - Weekday Ridership Trends - January 2020 to Present



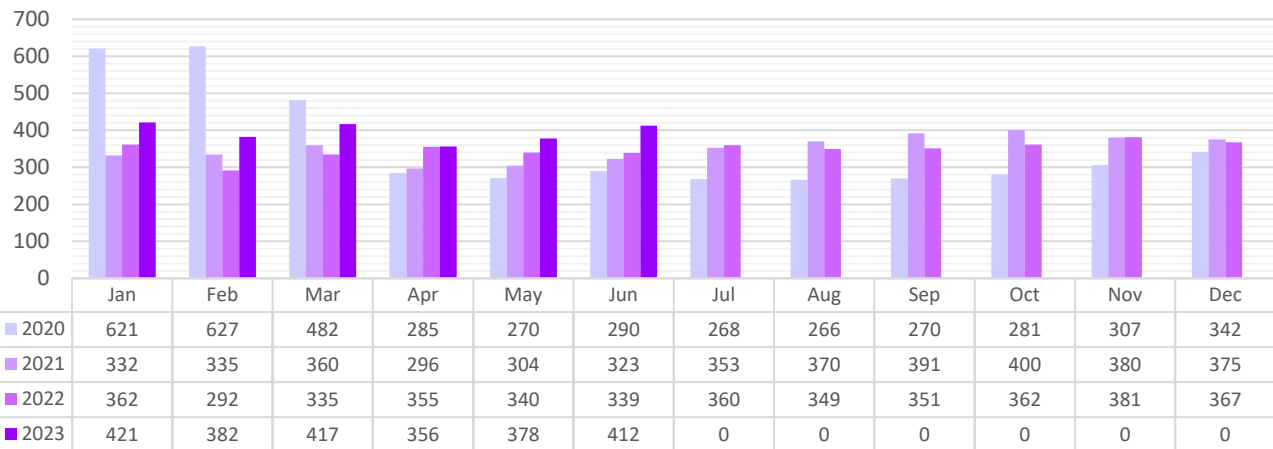
Weekday Service

		Days		Passengers			Revenue Hours			Passengers per Hour	
Route	Type	Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
10	Fixed	22	123	154	3,391	19,151	13	286	1,599	11.9	12.0
20	Fixed	22	123	147	3,236	20,400	14	297	1,661	10.9	12.3
F1	ODT	22	123	47	1,039	4,414	13	295	1,577	3.5	2.8
F2	ODT	22	99	46	1,009	3,512	13	295	1,290	3.4	2.7
F3	ODT	20	61	20	398	1,073	6	120	362	3.3	3.0
Total					9,073	48,550		1,293	6,488		

Saturday Service

		Days		Passengers			Revenue Hours			Passengers per Hour	
Route	Type	Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
F1	Fixed	4	12	44	175	442	12	48	144	3.6	3.1
Total					175	442		48	144		

City Routes Weekday Passengers

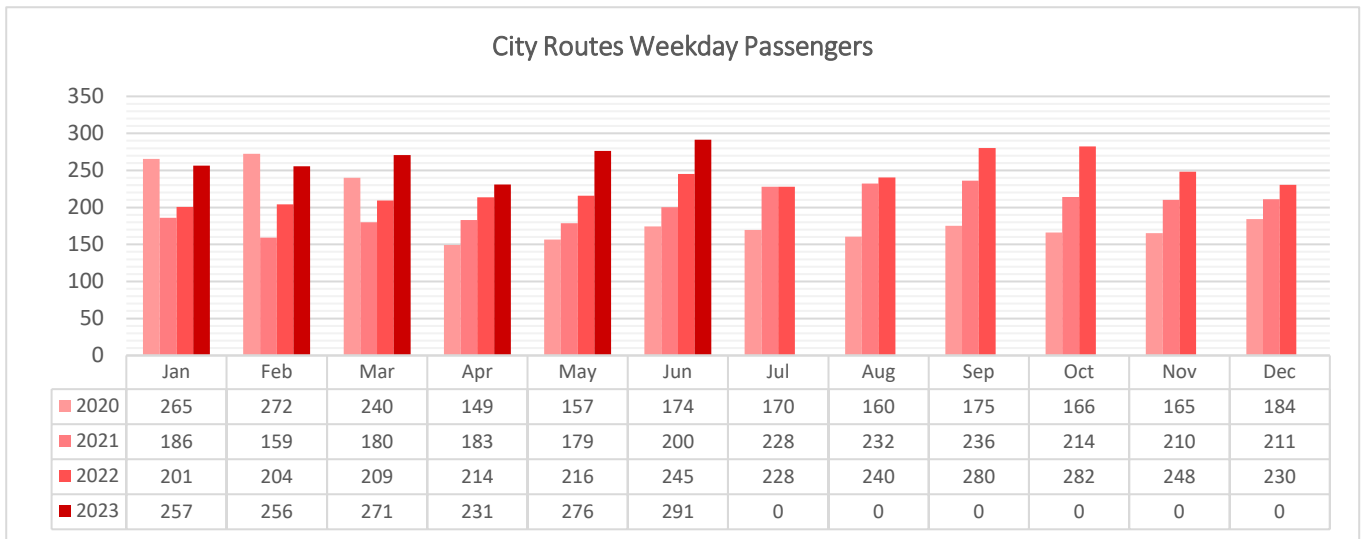


Weekday Service

		Days		Passengers			Revenue Hours			Passengers per Hour	
Route	Type	Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
61	Fixed	22	123	121	2,659	15,252	13	286	1,599	9.3	9.5
62	Fixed	22	123	72	1,586	12,108	14	299	1,671	5.3	7.2
63	Fixed	0	50		0	714		0	400		1.8
S1	ODT	22	64	50	1,089	2,303	13	283	818	3.9	2.8
S2	ODT	22	64	49	1,078	2,179	13	283	809	3.8	2.7
Total					6,412	32,556		1,150	5,296		

Saturday Service

		Days		Passengers			Revenue Hours			Passengers per Hour	
Route	Type	Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
S1	ODT	4	12	27	109	281	12	48	144	2.3	2.0
S2	ODT	4	12	34	135	265	12	48	144	2.8	1.8
Total					244	546		96	288		

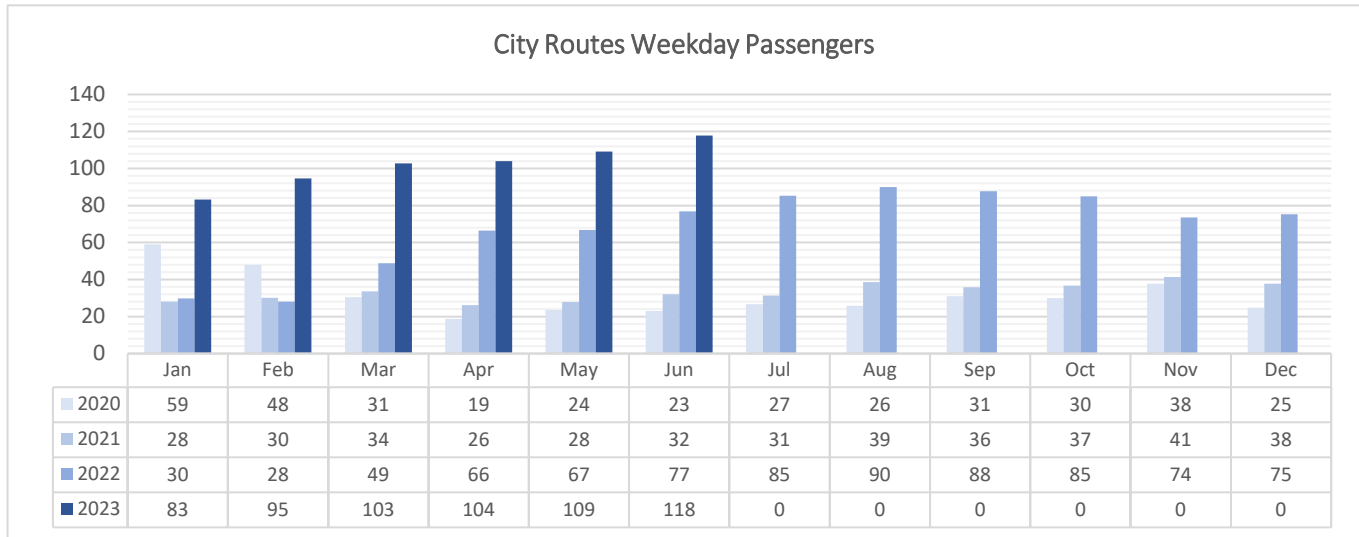


Weekday Service

		Days		Passengers			Revenue Hours			Passengers per Hour	
Route	Type	Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
R1	ODT	22	123	49	1,067	5,317	12	271	1,506	3.9	3.5
R2	ODT	22	123	45	989	5,061	12	261	1,454	3.8	3.5
R3	ODT	21	98	26	536	2,260	6	126	588	4.3	3.8
Total					2,592	12,638		657	3,547		

Saturday Service

		Days		Passengers			Revenue Hours			Passengers per Hour	
Route	Type	Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
R1	ODT	4	24	22	88	507	6	24	144	3.7	3.5
R2	ODT	4	24	15	60	326	4	16	96	3.8	3.4
Total					148	833		40	240		



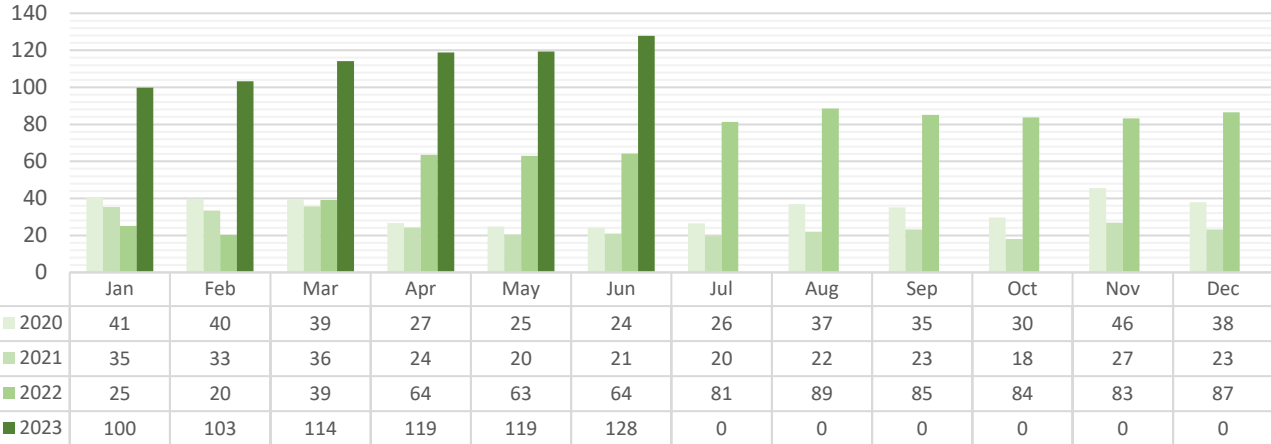
Weekday Service

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
B1	ODT	22	123	47	1,044	5,637	13	281	1,555	3.7	3.6
B2	ODT	22	123	44	968	5,434	12	261	1,454	3.7	3.7
B3	ODT	22	119	25	552	3,031	7	154	831	3.6	3.6
Total					2,564	14,102		695	3,839		

Saturday Service

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
B1	ODT	4	24	58	230	1,339	12	48	288	4.8	4.6
B2	ODT	4	24	44	175	1,052	8	32	192	5.5	5.5
Total					405	2,391		80	480		

City Routes Weekday Passengers

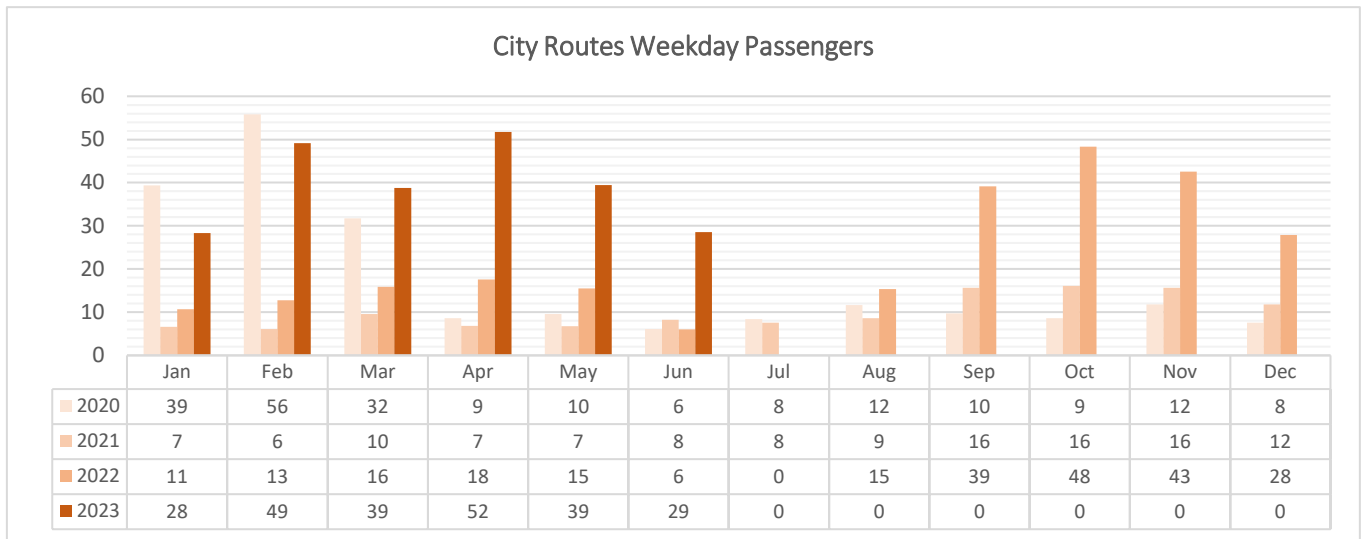


Weekday Service

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
490-1	Fixed	20	106	17	335	2,479	14	277	1,456	1.2	1.7
490-2	Fixed	22	123	13	293	2,338	14	304	1,697	1.0	1.4
Total					628	4,817		581	3,152		

Saturday Service

Route	Type	Days		Passengers			Revenue Hours			Passengers per Hour	
		Jun	2023	Daily	Jun	2023	Daily	Jun	2023	Jun	2023
Total					0	0		0	0		



Passenger Boardings by City
YTD through June

	2023				2022			
Benton County	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Avoca	0	0	0	0	0	0	0	0
Bella Vista	0	0	0	0	0	0	0	0
Benton County	0	0	0	0	0	0	0	0
Bentonville	18,054	696	40	18,790	7,200	568	131	7,899
Bethel Heights	0	0	0	0	0	0	0	0
Cave Springs	0	0	0	0	0	0	0	0
Centerton	0	0	0	0	0	0	1	1
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	0	0	1	1	0	21	6	27
Pea Ridge	0	0	0	0	0	0	1	1
Rogers	14,676	741	135	15,552	7,443	775	174	8,392
Siloam Springs	0	0	0	0	0	0	0	0
Total	32,730	1,437	176	34,343	14,643	1,364	313	16,320

	2023				2022			
Washington County	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Elkins	0	0	0	0	0	0	0	0
Farmington	0	0	0	0	0	0	2	2
Fayetteville	50,196	1,430	199	51,825	42,407	1,162	292	43,861
Goshen	0	0	0	0	0	0	0	0
Greenland	0	0	0	0	0	0	0	0
Johnson	0	2	1	3	0	0	0	0
Lincoln	0	0	0	0	0	0	0	0
Prairie Grove	0	0	0	0	0	0	0	0
Springdale	34,305	1,200	561	36,066	27,078	1,774	348	29,200
Washington County	0	0	1	1	0	0	1	1
West Fork	0	0	0	0	0	0	0	0
Total	84,501	2,632	762	87,895	69,485	2,936	643	73,064

	2023				2022			
Carroll County	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Berryville	0	0	1,297	1,297	0	0	1,260	1,260
Carroll County	0	0	78	78	0	0	37	37
Eureka Springs	0	0	27	27	0	0	37	37
Green Forest	0	0	12	12	0	0	4	4
Total	0	0	1,414	1,414	0	0	1,338	1,338

	2023				2022			
Madison County	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Huntsville	0	0	0	0	0	0	0	0
Madison County	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0

	2023				2022			
	Fixed Route	ADA Paratransit	Demand Response	Total	Fixed Route	ADA Paratransit	Demand Response	Total
Grand Total	117,231	4,069	2,352	123,652	84,128	4,300	2,294	90,722