

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, May 13, 2025

4:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member Dr. D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Min. Monique Jones Ward 4

Mayor Molly Rawn

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

MEETING INFORMATION:**1. WEBINAR ID: 844 0361 5853**

[PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_IXBDAGRZR2QG2NTBAH5URW](https://us06web.zoom.us/join/9101234567890)

AGENDAITEMCOMMENT@FAYETTEVILLE-AR.GOV

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS****CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS****A. CONSENT****A.1. CONSOLIDATION OF FLEET PROJECTS (BUDGET ADJUSTMENT):**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO CONSOLIDATE FLEET PROJECTS FOR EXPANSION AND REPLACEMENT VEHICLES (2025-498)

A.2. WEST AVENUE HISTORICAL MARKER (ST. JOHN'S BAR):

A RESOLUTION TO APPROVE THE INSTALLATION OF A HISTORICAL MARKER ON WEST AVENUE RECOGNIZING THE HISTORY OF FAYETTEVILLE PRIDE AND THE BUILDING THAT WAS HOME TO ST. JOHN'S BAR (2025-604)

A.3. COMFORT SYSTEMS USA (ARKANSAS), INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #25-32 AND AUTHORIZE A CONTRACT WITH COMFORT SYSTEMS USA (ARKANSAS), INC. FOR INSPECTION OF BACKFLOW PREVENTION EQUIPMENT ON AN ON-CALL BASIS FOR ONE YEAR WITH FOUR AUTOMATIC ONE-YEAR RENEWALS (2025-497)

A.4. ARDOT - M.L.K. PEDESTRIAN IMPROVEMENTS PROJECT (AGREEMENT OF UNDERSTANDING):

A RESOLUTION TO AUTHORIZE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE M.L.K. PEDESTRIAN IMPROVEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING \$500,000.00 IN FEDERAL-AID

FUNDING (2025-603)

A.5. GARVER, LLC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE TASK ORDER NO. 11 WITH GARVER, LLC. IN THE AMOUNT OF \$38,000.00 FOR CONSULTATION SERVICES RELATED TO THE ACQUISITION OF A NEW AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE FOR DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT (2025-593)

A.6. ARKANSAS DEPARTMENT OF AERONAUTICS GRANT APPLICATION - \$200,000 (DRAKE FIELD PAVEMENT & REMARKING PROJECT):

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF \$200,000.00 TO FUND 90% OF THE COSTS OF THE PAVEMENT CRACK SEALING AND REMARKING PROJECT AT DRAKE FIELD (2025-572)

A.7. ARKANSAS DEPARTMENT OF AERONAUTICS GRANT APPLICATION - \$300,000 (DRAKE FIELD HANGAR IMPROVEMENTS):

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF \$300,000.00 TO FUND 80% OF THE COSTS OF THE HANGAR INFRASTRUCTURE IMPROVEMENTS PHASE 2 PROJECT AT DRAKE FIELD (2025-605)

A.8. IMAGETREND SOFTWARE MAINTENANCE ORDER FORM AND AGREEMENT (BID WAIVER):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE A SOFTWARE MAINTENANCE AGREEMENT WITH IMAGETREND IN THE AMOUNT OF \$70,150.00 PLUS ANY APPLICABLE SALES TAXES FOR RECORDS MANAGEMENT SOFTWARE FOR THE FAYETTEVILLE FIRE DEPARTMENT (2025-259)

A.9. FIRE DEPARTMENT ADMINISTRATIVE POLICIES (UPDATES):

A RESOLUTION TO APPROVE UPDATES TO FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES (2025-563)

B. UNFINISHED BUSINESS**B.1. MODIFY PREFABRICATED CONSTRUCTION STANDARDS TO PROMOTE HOUSING OPPORTUNITIES (AMEND CH. 151 & 164):**

AN ORDINANCE TO AMEND SECTIONS 151.01 DEFINITIONS AND 164.15 PREFABRICATED CONSTRUCTION OF THE UNIFIED DEVELOPMENT CODE TO ADOPT MODULAR CONSTRUCTION REGULATIONS (2025-541)

AT THE MAY 6, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING AND TABLED TO THE MAY 20, 2025 CITY COUNCIL MEETING.

B.2. VACATION-2025-0013: (3661 W. WEDINGTON DR.):

AN ORDINANCE TO APPROVE VAC-25-13 FOR PROPERTY LOCATED AT 3661 WEST WEDINGTON DRIVE IN WARD 4 TO VACATE 0.95 ACRES OF TREE PRESERVATION (2025-366)

AT THE MAY 6, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING.

B.3. VACATION-2025-0004: (191 S. HILL AVE./VERVE, 522 - UTILITY EASEMENT):

AN ORDINANCE TO APPROVE VAC-25-04 FOR PROPERTY LOCATED AT 191 SOUTH HILL AVENUE IN WARD 2 TO VACATE 0.24 ACRES OF GENERAL UTILITY EASEMENTS (2025-528)

AT THE MAY 6, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING.

C. NEW BUSINESS

C.1. SEVEN HILLS HOMELESS CENTER - WALKER FAMILY COMMUNITY CAPITAL IMPROVEMENTS (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER IN THE AMOUNT OF \$40,000.00 FOR CAPITAL IMPROVEMENTS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY AND MASTER PLANNING FOR AN EXPANSION OF THE FACILITY (2025-476)

C.2. VACATION-2025-0009: (235 W. 7TH ST./ANDERSON, 562):

AN ORDINANCE TO APPROVE VAC-25-09 FOR PROPERTY LOCATED AT 235 WEST 7TH STREET IN WARD 1 TO VACATE 0.43 ACRES OF RIGHT-OF-WAY (2025-537)

C.3. OUTDOOR MOBILE VENDORS REQUIREMENTS - GATHERING AND PLACEMAKING GOAL (AMENDMENT):

AN ORDINANCE TO AMEND § 97.086 VENDING AND PEDDLING § 178.04 OUTDOOR MOBILE VENDORS OF THE FAYETTEVILLE CODE OF ORDINANCES TO REVISE MOBILE VENDOR REGULATIONS (2025-598)

C.4. APPEAL: LARGE SCALE DEVELOPMENT-2024-0038: (151 W. DICKSON ST./TRINITAS VENTURES, 484):

A RESOLUTION TO GRANT THE APPEAL OF TRINITAS VENTURES AND APPROVE LARGE SCALE DEVELOPMENT LSD-2024-0038 LOCATED AT 151 WEST DICKSON STREET IN WARD 2 (2025-571)

C.5. PRIVATE DORMITORIES - NEW CONDITIONAL USE (AMENDMENT):

AN ORDINANCE TO AMEND § 151.01 DEFINITIONS, CHAPTER 161 ZONING REGULATIONS, § 162.01 ESTABLISHMENT/LISTING, § 164.11 HEIGHT OR SETBACK REGULATIONS; EXCEPTIONS AND HOME PROTECTION REQUIREMENTS; AND § 172.05 STANDARDS FOR THE NUMBER OF SPACES BY USE OF THE UNIFIED DEVELOPMENT CODE, AND TO ENACT § 163.19 PRIVATE DORMITORIES TO ESTABLISH REGULATIONS FOR PRIVATE DORMITORIES AS A NEW CONDITIONAL USE, AND TO DECLARE AN EMERGENCY (2025-628)

C.6. §33.381 COMPOSITION: MEMBERSHIP - FAYETTEVILLE YOUTH ADVISORY COUNCIL (AMENDMENT):

AN ORDINANCE TO AMEND § 33.381 COMPOSITION: MEMBERSHIP TO AUTHORIZE THE MAYOR TO EXPAND THE NUMBER OF MEMBERS TO BE APPOINTED AND TO ADJUST THE TERMS OF SUCH MEMBERS (2025-612)

PROPOSED AGENDA ADDITIONS

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. FAYETTEVILLE FARMER'S MARKET REPORT - KAYLA LINDSEY

D.2. AIRPORT MASTER PLAN UPDATE - JOHN ROSTAS

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

BOARD, COMMITTEE, COMMISSION VACANCIES ADVERTISEMENT:

THE OFFICE OF THE CITY CLERK TREASURER IS CURRENTLY ACCEPTING APPLICATIONS FOR BOARD, COMMITTEE, AND COMMISSION VACANCIES. APPLICATIONS MUST BE SUBMITTED BY 5:00 P.M. ON FRIDAY, MAY 23, 2025.

G. ADJOURNMENT



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer
Kevin Springer, Budget Director

FROM: Holly Black, Budget Operations Manager

SUBJECT: **CONSOLIDATION OF FLEET PROJECTS (BUDGET ADJUSTMENT):**

RECOMMENDATION:

Approval of a zero-dollar budget adjustment to consolidate Fleet projects for expansion and replacement vehicles.

BACKGROUND:

Currently, Fleet has nine (9) projects for vehicle expansions and replacements. The projects are categorized by vehicle type (e.g. - backhoes/loaders, construction equipment, light/medium utility vehicles, heavy utility vehicles, other vehicles/equipment, police/passenger vehicles, recycling & trash vehicles, tractors/mowers, fire apparatus). Each of these projects includes money from different funds, as well as funding for both expansion and replacement vehicles.

DISCUSSION:

Staff is requesting approval to consolidate into two (2) projects only; one project for expansion vehicles and another project for replacement vehicles. Each of those projects would then have subprojects for each fund and division. Having two main projects will allow staff to easily see the amount spent/remaining budget for each fund/division, as well as make information gathering and data processing easier, more accurate, and more efficient. Additionally, staff is recommending approval of any other zero-dollar changes that may arise due to finalizing the new project structure.

BUDGET/STAFF IMPACT:

There is no change in the budget for this project restructuring, nor any change in the current process for reviewing/approving vehicle replacements and expansions. There will be no effect on other divisions. The only change is the funding for the current projects will be consolidated into two projects.

ATTACHMENTS: SRF (#3) , BA (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-498

CONSOLIDATION OF FLEET PROJECTS (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO CONSOLIDATE FLEET PROJECTS FOR EXPANSION AND REPLACEMENT VEHICLES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to consolidate Fleet Operations projects for expansion and replacement vehicles.

City of Fayetteville Staff Review Form

2025-498

Item ID

5/6/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Holly Black

4/16/2025

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a zero-dollar budget adjustment to consolidate Fleet projects for expansion and replacement vehicles.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

Multiple

Multiple

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 12,344,573.00

Expenses (Actual+Encum)

\$ 4,564,916.27

Available Budget

\$ 7,779,656.73

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 7,779,656.73

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2025	Division /Org2 BUDGET & INFORMATION MGMT (133) Requestor: Holly Black	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Consolidate Fleet capital expense and revenue accounts to new project structure

	COUNCIL DATE:	5/6/2025
	ITEM ID#:	2025-498
	<i>Holly Black</i> <i>4/17/2025 8:01 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	5/6/2025
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

TOTAL		-				v.2025411
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
9700.770.1920-5802.00	(561,816)		02076	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(324,230)		02076	2023	EX	Vehicles & Equipment - base
9700.770.1920-5301.00	(332)		02077	1000	EX	Public Notification
9700.770.1920-5802.00	(135,005)		02077	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(952,189)		02077	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(143,863)		02077	2024	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(123,706)		02077	2025	EX	Vehicles & Equipment - base
9700.770.1920-5301.00	(500)		02078	1000	EX	Public Notification
9700.770.1920-5802.00	(27,593)		02078	2020	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(20,487)		02078	2021	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(120,812)		02078	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(66,010)		02078	2024	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(271,698)		02078	2025	EX	Vehicles & Equipment - base
9700.770.1920-5301.00	(500)		02079	1000	EX	Public Notification
9700.770.1920-5802.00	(215,337)		02079	2021	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(58,990)		02079	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(535,000)		02079	2025	EX	Vehicles & Equipment - base
9700.770.1920-5301.00	(158)		02080	1000	EX	Public Notification
9700.770.1920-5802.00	(27,601)		02080	2016	EX	Vehicles & Equipment - base

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
9700.770.1920-5802.00	(75,494)		02080	2020	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(20,722)		02080	2021	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(140,708)		02080	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(138,417)		02080	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(241,744)		02080	2024	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(400,340)		02080	2025	EX	Vehicles & Equipment - base
9700.770.1920-5301.00	(500)		02081	1000	EX	Public Notification
9700.770.1920-5802.00	(30,557)		02081	2021	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(89,536)		02081	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(27,663)		02081	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(42,000)		02081	2024	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(105,996)		02081	2025	EX	Vehicles & Equipment - base
9700.770.1920-5301.00	(300)		02082	1000	EX	Public Notification
9700.770.1920-5802.00	(207,566)		02082	2025	EX	Vehicles & Equipment - base
9700.770.1920-5301.00	(500)		02083	1000	EX	Public Notification
9700.770.1920-5802.00	(116,094)		02083	2020	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(107,558)		02083	2021	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(193,696)		02083	2022	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(184,631)		02083	2023	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(25,837)		02083	2024	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(227,252)		02083	2025	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	(803,000)		02084	2025	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	91,696		97000	1010.200	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	78,000		97000	1010.621	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	51,000		97000	1010.640	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	493,243		97000	2100.410	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	18,857		97000	2250.521	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	54,152		97000	5400.720	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	41,514		97000	5500.750	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	157,968		97001	1010.200	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	56,000		97001	1010.260	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	928,000		97001	1010.300	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	41,503		97001	1010.520	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	27,916		97001	1010.521	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	20,487		97001	1010.621	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	80,000		97001	1010.640	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	1,588,926		97001	2100.410	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	35,000		97001	2130.430	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	28,000		97001	2180.642	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	254,636		97001	2250.521	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	860,063		97001	5400.720	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	1,271,058		97001	5400.730	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	238,129		97001	5500.750	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	265,000		97001	5550.760	EX	Vehicles & Equipment - base
9700.770.1920-5802.00	82,000		97001	9700.770	EX	Vehicles & Equipment - base
9700.770.1910-5301.00	2,790				EX	Public Notification

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
9700.770.1920-6602.01		(129,000)	02078	2025	RE	Transfer from Fund - General
9700.770.1920-6602.01		(211,000)	02081	2025	RE	Transfer from Fund - General
9700.770.1920-6602.10		(185,000)	02077	2025	RE	Transfer from Fund - Street
9700.770.1920-6602.10		(121,000)	02078	2025	RE	Transfer from Fund - Street
9700.770.1920-6602.10		(365,000)	02079	2025	RE	Transfer from Fund - Street
9700.770.1920-6602.10		(18,500)	02080	2025	RE	Transfer from Fund - Street
9700.770.1920-6602.25		(32,500)	02077	2025	RE	Transfer from Fund - Parks Dev
9700.770.1920-6602.25		(70,000)	02078	2025	RE	Transfer from Fund - Parks Dev
9700.770.1920-6602.25		(12,000)	02083	2025	RE	Transfer from Fund - Parks Dev
9700.770.1920-6602.40		(674,000)	02077	2025	RE	Transfer from Fund - Water & Sewer
9700.770.1920-6602.40		(19,330)	02078	2024	RE	Transfer from Fund - Water & Sewer
9700.770.1920-6602.40		(230,000)	02078	2025	RE	Transfer from Fund - Water & Sewer
9700.770.1920-6602.40		(26,890)	02080	2025	RE	Transfer from Fund - Water & Sewer
9700.770.1920-6602.47		(59,466)	02078	2014	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-6602.47		(11,957)	02078	2025	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-6602.47		(89,500)	02081	2023	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-6602.50		(79,000)	02080	2025	RE	Transfer from Fund - Solid Waste
9700.770.1920-6602.50		(264,000)	02082	2025	RE	Transfer from Fund - Solid Waste
9700.770.1920-6602.01		211,000	97000	1010.200	RE	Transfer from Fund - General
9700.770.1920-6602.01		78,000	97000	1010.621	RE	Transfer from Fund - General
9700.770.1920-6602.01		51,000	97000	1010.640	RE	Transfer from Fund - General
9700.770.1920-6602.10		689,500	97000	2100.410	RE	Transfer from Fund - Street
9700.770.1920-6602.25		114,500	97000	2250.521	RE	Transfer from Fund - Parks Dev
9700.770.1920-6602.40		923,000	97000	5400.720	RE	Transfer from Fund - Water & Sewer
9700.770.1920-6602.40		27,220	97000	5400.720	RE	Transfer from Fund - Water & Sewer
9700.770.1920-6602.47		89,500	97000	4470.200	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-6602.47		59,466	97000	4470.300	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-6602.47		11,957	97000	4470.800	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-6602.50		343,000	97000	5500.750	RE	Transfer from Fund - Solid Waste
9700.770.1920-6602.47		(980,000)	02084	1	RE	Transfer from Fund - Capital Improvemen
9700.770.1920-6602.47		980,000	97001	4470.300	RE	Transfer from Fund - Capital Improvemen



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
FROM: Britin Bostick, Long Range Planning/Special Projects Manager
SUBJECT: **WEST AVENUE HISTORICAL MARKER (ST. JOHN'S BAR):**

RECOMMENDATION:

The Historic District Commission recommends approval of the West Avenue Historic Marker.

BACKGROUND:

In 2023 the Fayetteville Historic District Commission (HDC) began considering a historic marker on West Ave. to recognize the history of Fayetteville Pride and a building that had been home to the Back Forty and St. John's bars before demolition to build the Walton Arts Center Complex. At the time of proposal, commissioners decided to wait until the Upper Ramble project was complete in order to consider site-specific location of the marker and to provide additional opportunities for research into the building's history and to locate photographs for the marker design. With the Upper Ramble's completion and photographs located, staff shared the proposed marker and location with HDC to complete the process initiated approximately a year and a half ago.

DISCUSSION:

The proposed marker is 24-inches wide and 32-inches high and would be mounted on a two inch square post. Unlike the city's two cast bronze markers on Block Ave., this marker is proposed to be etched stainless steel to allow an image to be part of the marker design so that the former building, at the time it was St. John's, can be viewed on the marker. The placement in a landscape bed in the Upper Ramble along West. Ave. is directly across from the building's location, which is now a driveway for the Walton Arts Center. Pedestrians reading the marker will be able to look past the etched image to the original location.

The marker is proposed to read: "Fayetteville has always been a welcoming and inclusive place. The annual Pride parade celebrated each June ties back to protest marches in the 1970s on West Street and Dickson Street in which residents, University of Arkansas students, and allies advocated for equal rights, acceptance, and visibility for the LGBTQ+ community. Many Queer bars and inclusive bars such as George's Majestic Lounge, have existed in the Fayetteville area since at least the 1960s. The former building known most recently as St. John's has a colorful history dating back to the 1930s when it operated as a meat house. In the early 1980s, the building was home to the Back Forty, a country and western bar. In 1986, the Back Forty transitioned to St. John's, a Queer bar, which hosted LGBTQ+ events and entertainment until 1990 when it was demolished for the construction of the Walton Arts Center."

BUDGET/STAFF IMPACT:

The proposed marker is within Long Range Planning budget, which has a designated amount for historic

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

markers.

ATTACHMENTS: SRF (#3) , West Avenue Marker and Location Proposal (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-604

WEST AVENUE HISTORICAL MARKER (ST. JOHN'S BAR):

A RESOLUTION TO APPROVE THE INSTALLATION OF A HISTORICAL MARKER ON WEST AVENUE RECOGNIZING THE HISTORY OF FAYETTEVILLE PRIDE AND THE BUILDING THAT WAS HOME TO ST. JOHN'S BAR

WHEREAS, in 2023, the Historic District Commission began considering a historical marker on West Avenue to recognize the history of Fayetteville Pride and a building that had been home to the Back Forty and St. John's bars before demolition to build the Walton Arts Center complex; and

WHEREAS, commissioners decided to wait to recommend a location until the Upper Ramble project was completed to provide additional opportunities for research into the building's history and to locate photographs for the marker design; and

WHEREAS, after the Upper Ramble was completed and photographs were located, staff shared the proposed marker and location with the Historic District Commission, which voted unanimously to recommend installation of the marker on May 8, 2025.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the installation of a historical marker recognizing the history of Fayetteville Pride and the building that was home to St. John's Bar to be installed in the Upper Ramble along West Avenue across from the building's former location.

City of Fayetteville Staff Review Form

2025-604

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Britin Bostick

5/2/2025

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The request is for approval of a historical marker on West Ave.

Budget Impact:

1010.634.6340.5210

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 13,100.00

Expenses (Actual+Encum)

\$ 2,571.03

Available Budget

\$ 10,528.97

Does item have a direct cost? Yes

Item Cost

\$ 4,541.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 5,987.97

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

West Avenue Back Forty Bar/St. John's Bar



Fayetteville has always been a welcoming and inclusive place. The annual Pride parade celebrated each June ties back to protest marches in the 1970s on West Avenue and Dickson Street in which residents, University of Arkansas students, and allies advocated for equal rights, acceptance, and visibility for the LGBTQ+ community. Many Queer bars and inclusive bars such as George's Majestic Lounge have existed in the Fayetteville area since at least the 1960's. The former building known most recently as St. John's has a colorful history dating back to the 1930's when it operated as a meat house. In the early 1980's, the building was home to the Back Forty, a country and western bar. In 1986, the Back Forty transitioned to St. John's, a Queer bar, which hosted LGBTQ+ events and entertainment until 1990 when it was demolished for the construction of the Walton Arts Center.





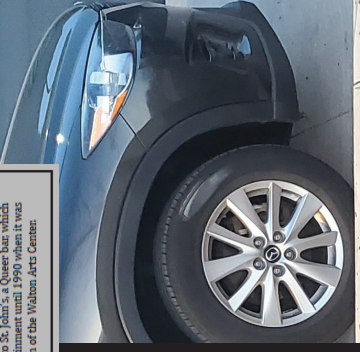
WALTON ARTS CENTER



West Avenue Back Forty Bar/St. John's Bar



Fayetteville has always been a welcoming and inclusive place. The annual Pride parade celebrated each June ties back to protest marches in the 1970s on West Avenue and Dickson Street in which residents, University of Arkansas students, and the local LGBTQ+ community gathered to demand equality and visibility for the LGBTQ+ community. Many queer bars and inclusive bars such as George's Majestic Lounge have existed in the Fayetteville area since at least the 1960s. The former building known most recently as St. John's has a colorful history dating back to the 1930s when it operated as a meat house. In the early 1980s, the building was home to the Back Forty, a country and western bar. In 1986, the Back Forty transformed to St. John's, a queer bar which has been a LGBTQ+ community hub since its opening in 1989. The bar was demolished for the construction of the Walton Arts Center.



West Avenue

Back Forty Bar/ St. John's Bar



Especially has always been a welcoming and inclusive place. The annual Pride parade celebrated each June ties back to protest marches in the 1970s on West Avenue and Dickson Street in which residents, businesses, and community groups gathered to show support, acceptance, and visibility for the LGBTQ+ community. Many "Queer" bars and inclusive bars such as George's Majestic Lounge have existed here and have been a part of the community's history. The Back Forty Bar has been a part of the community since its opening in the 1920's when it operated as a meat house. In the early 1980's, the bar was converted into a gay bar and was known as St. John's. In 1996, the Back Forty was purchased by St. John's, a "Queer" bar, which hosted LGBTQ+ events and entertainment until 1999 when it was demolished for the construction of the Walker Arts Center.





MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council
THRU: Steven Dotson, Chief Financial Officer
Waylon Abernathy, Bond Projects & Construction Dir
FROM: Quin Thompson, Facilities & Bldg Maint Manager
SUBJECT: **COMFORT SYSTEMS USA (ARKANSAS) INC. (SERVICE CONTRACT):**

RECOMMENDATION:

Staff recommends award of Bid 25-32 for On-Call services and approval of a contract with Comfort Systems USA (Arkansas) Inc. for inspection of backflow prevention equipment on an on-call basis for one year with four one-year automatic renewals.

BACKGROUND:

Backflow testing and inspection services were advertised and bid through the City Procurement Division. The contract is for a period of one year with an automatic option to renew unless canceled, for four additional one-year terms. Bids were advertised according the State procurement requirements with responses received from two vendors. Comfort Systems USA (Arkansas) Inc. is the lowest responsible, responsive bidder. This contract can be utilized by multiple City departments and divisions on an as-needed, on-call basis.

DISCUSSION:

State statute mandates that backflow prevention devices must be tested annually by a certified tester to ensure they are functioning properly and to protect the city's water supply from contamination.

Facilities Management is currently responsible for inspection and testing of some 70 devices at an estimated annual cost of approximately \$10,000.

BUDGET/STAFF IMPACT:

This project is funded by 2025 Sales Tax Capital Improvement funds.

ATTACHMENTS: SRF (#3) , Bid 25-32, Appendix A - Bid Tab (#4), Bid 25-32, Appendix B - City Issued Bid (#5), Bid 25-32, Appendix C - Comfort Systems Bid Submittal (#6), City Of Fayetteville RPZ-1 (#7)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-497

COMFORT SYSTEMS USA (ARKANSAS), INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #25-32 AND AUTHORIZE A CONTRACT WITH COMFORT SYSTEMS USA (ARKANSAS), INC. FOR INSPECTION OF BACKFLOW PREVENTION EQUIPMENT ON AN ON-CALL BASIS FOR ONE YEAR WITH FOUR AUTOMATIC ONE-YEAR RENEWALS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-32 and authorizes a contract with Comfort Systems USA (Arkansas), Inc. for inspection of backflow prevention equipment on an on-call basis within the approved budget for one year with four automatic one-year renewals.

City of Fayetteville Staff Review Form

2025-497

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Quin Thompson

4/30/2025

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends award of Bid 25-32 for On-Call services and approval of a contract with Comfort Systems USA (Arkansas) Inc. for inspection of backflow prevention equipment on an on-call basis for one year with four one-year automatic renewals.

Budget Impact:

4470.140.8900-5315.00

Sales Tax Capital

Account Number

Fund

02046.1

Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,045,935.00

Expenses (Actual+Encum)

\$ 8,778.50

Available Budget

\$ 1,037,156.50

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,037,156.50

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



BID TABULATION

Bid 25-32, Construction - On-Call Backflow Preventer Maintenance

DEADLINE: Thursday, February 27, 2025 at 2:00 PM

				Comfort Systems USA (Arkansas) Inc.	Arkansas Backflow Consultant, LLC
Line #	Description	QTY	UOM	Extended	Extended
1	Total hourly cost for Backflow Preventer Maintenance (this shall be inclusive of all expenses):	1	Hour	\$87.50	\$125.00
2	Markup percentage on any repair materials:			25%	10%

* NOTICE: Bid award is contingent upon supplier meeting minimum specifications and formal authorization by City Officials.

Amanda Beiffuss 3/12/25
Amanda Beiffuss, Procurement Director

Kenny Fitch 3/12/25
Kenny Fitch, Sr. Procurement Agent



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-32, Construction - On-Call Backflow Preventer Maintenance

DEADLINE: Thursday, February 27, 2025 before 2:00 PM, Local Time

PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 02/02/2025 & 02/09/2025

INVITATION TO BID

Bid 25-32, Construction – On-Call Backflow Preventer Maintenance

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Division.

City of Fayetteville
Bid 25-32, Construction – On-Call Backflow Preventer Maintenance
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-32, Construction – On-Call Backflow Preventer Maintenance

The City of Fayetteville is seeking bids from properly licensed contractors for providing backflow preventer maintenance on an as-needed basis. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Procurement Director, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, February 27, 2025 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of Bidder's technical equipment.

Pursuant to Arkansas Code Annotated §22-9-203, The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Amanda Beilfuss, Procurement Director
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 02/02/2025 & 02/09/2025
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$345.40

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- **Bid Attributes**
- **Bid Line Items** – Bidders shall bid on all line items and not submit partial bids
- **Response Attachments** – Required Bid Form (this form, completed in its entirety)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

BID BOND:

1. Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. This five (5) percent amount shall be based off the total base bid amount submitted.
2. In the event a bidder opts to submit a cashier's check for a bid bond, the check shall be made payable to the City of Fayetteville, AR and received by the Purchasing Division prior to the bid deadline. the actual physical cashier's check shall be delivered to the City prior to the deadline.
3. Upload 5% bid bond to the City's electronic bidding platform (preferred) OR attach bid bond with physical submittal and setting up an in-person delivery appointment with the City Purchasing Division.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.

2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
4. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
5. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
6. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
7. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
8. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

____ 1.) NO KNOWN RELATIONSHIP EXISTS

____ 2.) RELATIONSHIP EXISTS (Please explain): _____

9. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
10. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____

*STATE: _____

*ZIP: _____

*PHONE: _____

FAX: _____

*E-MAIL: _____

TAX ID NUMBER: _____

UNIQUE ENTITY #: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

*DATE: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 25-32, Construction – On-Call Backflow Preventer Maintenance
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of Bidder's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Division Office at (479) 575-8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.
- g. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Procurement Director. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, City Procurement Director, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF BID:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE BID OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Bidder, by affixing their signature to this bid, agrees to the following: "bidder certifies that their bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. INSURANCE:

The successful Bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED. Insurance shall remain valid, when applicable, throughout contract completion.

15. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a bid on this requirement.

16. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

17. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

18. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

19. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

20. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

22. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

24. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

25. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

26. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss via e-mail (abeilfuss@fayetteville-ar.gov). No oral interpretation or clarifications will be given as to the meaning of any part of this bid. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation necessary to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit bids meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Bidder hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. ATTACHMENTS TO BID DOCUMENTS:

- i. Appendix A: Building Maintenance Backflow List

1. GENERAL

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is seeking bids from qualified, licensed firms to ensure the proper functionality, safety, and compliance of the backflow preventer systems by conducting testing and providing comprehensive maintenance services for the City of Fayetteville facilities (see Appendix A for full list). The City anticipates awarding a contract for a one (1) year term with the option to automatically renew for four (4) additional one (1) year terms.

2. SCOPE OF WORK

a. Testing Services

i. Annual Testing:

1. Perform a full backflow prevention test to ensure compliance with local and national plumbing codes.
2. Use calibrated test equipment to check the performance of the backflow preventer, including the pressure differential and valve integrity.
3. Check the condition of check valves, relief valves, and other critical components for leaks, corrosion, or wear.
4. Perform functional testing of the device to ensure it effectively prevents backflow.
5. Record and submit results to local authorities or regulatory agencies as required.
6. Provide a detailed report with test results, recommendations for repairs or replacements, and compliance status.

ii. Additional Testing (As Needed):

1. Perform additional testing when there are signs of malfunction or following system modifications.
2. Conduct diagnostic testing if the device fails or if backflow is suspected.

b. Maintenance Services

i. Routine Inspections and Preventative Maintenance:

1. Inspect the backflow preventer for physical damage, signs of wear, leaks, and any other issues that may affect its operation.
2. Clean all components including the check valves, air gaps, and relief valves.
3. Lubricate moving parts to ensure smooth operation and prevent corrosion.
4. Ensure all connections are secure and properly tightened.
5. Verify system pressure and ensure that it falls within the manufacturer’s recommended range.

ii. Repairs and Replacements:

1. Address minor repairs such as sealing leaks, replacing damaged gaskets, and/or fixing valves.
2. Replace worn or faulty components (e.g., check valves, seals, springs) to ensure optimal performance.
3. Provide recommendations if the entire backflow preventer is beyond repair or at the end of its useful life.

iii. System Upgrades (if applicable):

1. Recommend upgrades or modifications to bring the backflow preventer into compliance with current codes or to improve system efficiency.
2. Replace outdated or obsolete parts to maintain system reliability.

iv. Documentation and Reporting:

1. Provide a comprehensive service report after each maintenance visit, including details of inspections, repairs, and replacements made.
2. Keep a log of all testing, maintenance, and repairs performed on the backflow preventer.
3. Maintain all records are readily available for future reference and regulatory compliance.
4. Submit reports to appropriate regulatory agencies.

c. Compliance and Standards

- i. Adhere to all local, state, and national codes and regulations for backflow prevention.
- ii. Ensure all services are performed by certified professionals with experience in backflow prevention devices.
- iii. Maintain compliance with environmental, safety, and health standards during testing and maintenance operations.

d. Frequency and Scheduling

- i. Perform backflow testing annually, or more frequently as required by local ordinances.
- ii. Schedule routine maintenance inspections at least once per year, with additional visits as needed based on system performance or user requirements.
- iii. Offer emergency response services for backflow preventer failures or urgent issues.

e. Exclusions

- i. This scope of work does not include the installation of new backflow prevention devices or major system overhauls.
- ii. Services beyond standard maintenance, such as system replacements or upgrades due to regulatory changes.

f. City Responsibilities

- i. Ensure access to the backflow prevention device for testing and maintenance.
- ii. Inform the Contractor of any operational concerns, unusual occurrences, and/or visible signs of damage to the system.
- iii. Ensure that any necessary permits or authorizations for testing and repairs are obtained in advance.

3. PRICING

- a. Hourly labor rates and markup percentages bid shall include, but is not limited to, all labor cost, insurance, mobilization, overhead, profit, travel time, bonding, mileage, etc. Prices quoted shall be firm for the term of the contract. The City shall not be charged any additional fees including but not limited to, insurance premiums, mobilization, fuel surcharges, etc.
- b. Regarding the bid line items involving markup percentages on materials: Markup percentage shall be input as a DECIMAL amount. For example, if a bidder desired to bid a markup of 10%, this percentage would need to be inserted in the bid table as “.10” to calculate a 10% increase over the cost of the material.
- c. Each bid shall be accompanied by a cashier’s check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. This five (5) percent amount shall be based off the total base bid amount submitted. Failure to submit a valid bid bond or cashier’s check shall result in bid rejection.
 - i. In the event a bidder opts to submit a cashier’s check for a bid bond, the check shall be made payable to the City of Fayetteville, AR and received by the Purchasing Division prior to the bid deadline. the actual physical cashier’s check shall be delivered to the City prior to the deadline.
 - ii. Upload 5% bid bond to the City’s electronic bidding platform (preferred) OR attach bid bond with physical submittal and setting up an in-person delivery appointment with the City Purchasing Division.
- d. Projects exceeding \$50,000 will require 100% separate performance and payment bonds AFTER Council approval. Actual cost of performance and payment bond is allowed to be charged to the City at an additional fee.
 - i. Any single project exceeding \$50,000 will require the Contractor to have a valid Arkansas Contractor’s License.

END OF SCOPE OF WORK

*List subject to change

	Property Type	Customer	TRAC	Facility	Address	Make	Type	Serial	Model	Size	Location
1	Government	City of Fayetteville	46AF48	Rock Street Annex	100 W Rock St	Wilkins	RP	ACP6019	975XL2	1.5"	Mechanical room top floor
2	Government	City of Fayetteville	30E437	Fire Station 3	1050 S Happy Hollow Rd	Wilkins	DC	J26880	350	2.5"	In truck bay along north wall
3	Government	City of Fayetteville	30E437	Fire Station 3	1050 S Happy Hollow Rd	Wilkins	DC	2700059	350	0.75"	In truck bay along north wall
4	Government	City of Fayetteville	30E437	Fire Station 3	1050 S Happy Hollow Rd	Wilkins	RP	2544187	975XL	2"	In truck bay along north wall
5	Government	City of Fayetteville	30E437	Fire Station 3	1050 S Happy Hollow Rd	Wilkins	DCDA	COO121	350D	2.5"	In truck bay along north wall
6	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Wilkins	DC	2848686XLD	950XL	0.75"	Basement computer training room
7	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Watts	RP	340576	909QT	2"	Basement mech room - top assembly
8	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Watts	RP	344700	909QT	0.75"	In basement mech room south wall
9	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Watts	RP	344711	909QT	0.75"	3rd floor in mech room south wall
10	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Wilkins	DCDA	V16123	350ADA	4"	Basement computer training room
11	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Wilkins	RP	ACO4384	975XL2	2"	Basement mech room - bottom assembly
12	Government	City of Fayetteville	EB2BD9	Fleet/ Transportation	1525 S Happy Hollow Rd	Watts	DC	26041	007M1QT	0.75"	In mech room behind office
13	Government	City of Fayetteville	EB2BD9	Fleet/ Transportation	1525 S Happy Hollow Rd	Watts	DCDA	111325	709	6"	In mech room behind office
14	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Ames	DC	42626	2000BM3	0.75"	Mech room on northside of building
15	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Ames	DCDA	QC-0466	Colt 300BF	4"	Mech room on northside of building
16	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Wilkins	RP	273924	975XL	1.25"	In mech room by mop sink - top assembly
17	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Wilkins	RP	273935	975XL	1.25"	In mech room by mop sink - bottom assembly
18	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Wilkins	RP	ACQ4379	975XL2	2"	Mech room on northside of building
19	Government	City of Fayetteville	E72AAC	Animal Services	1640 S Armstrong Ave	Watts	RP	421365	909QT	1"	1630 building in mech roomÃ,Ã bottom assemblyÃ,Ã
20	Government	City of Fayetteville	E72AAC	Animal Services	1640 S Armstrong Ave	Watts	RP	438704	909QT	1"	Main building - in mech room
21	Government	City of Fayetteville	E72AAC	Animal Services	1640 S Armstrong Ave	Watts	RP	432245	909QT	1"	1630 building in mech room top assembly
22	Government	City of Fayetteville	2A00C0	Compost	1708 S Happy Hollow Rd	Wilkins	RP	1064926	975XL	1"	Truck bay along south wall
23	Government	City of Fayetteville	2A00C0	Compost	1708 S Happy Hollow Rd	Wilkins	RP	ACQ8797	975XL2	1.5"	In truck bay along west wall
24	Government	City of Fayetteville	4D3719	Fleet Car Wash	1720 S Happy Hollow Rd	Wilkins	RP	1129433	375	3"	In mech room in between bays.
25	Government	City of Fayetteville	FC0D2C	Courts/Prosecutor	176 S Church Ave	Apollo/Conbraco	DCDA	11467	4SG-600	4"	In mech room along north wall
26	Government	City of Fayetteville	FC0D2C	Courts/Prosecutor	176 S Church Ave	Wilkins	RP	2902940	975XL	2"	In mech room southeast corner
27	Government	City of Fayetteville	FC0D2C	Courts/Prosecutor	176 S Church Ave	Apollo/Conbraco	DC	181047	DC4A	0.5"	In mech room along north wall
28	Government	City of Fayetteville	FC0D2C	Courts/Prosecutor	176 S Church Ave	Wilkins	RP	ABY4053	975XL2	0.75"	In mech room along north wall
29	Commercial	City of Fayetteville	NUKGCK	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Wilkins	RP	30909C	375AST	3"	Northeast corner of building in mechanical room with water heaters
30	Commercial	City of Fayetteville	NUKGCK	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Ames	DCDA	WB-1175	LFColt 300BF	6"	Mechanical room on east side of building
31	Commercial	City of Fayetteville	NUKGCK	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Watts	DC	6562	LF007M3QT	0.75"	In mechanical room on the east side of building
32	Commercial	City of Fayetteville	NUKGCK	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Wilkins	RP	ACG2225	975XL2	1.5"	In mechanical room on west side of building by water heater Northeast building
33	Irrigation	City of Fayetteville	7B9NKT	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Wilkins	RP	ACH5241	975XL2	2"	Next to water meter SE Corner next to main building
34	Commercial	City of Fayetteville	QMBEFT	Fire Station 9	2250 S School Ave	Wilkins	RP	ACG7065	975XL2	2"	In mech room top rp
35	Commercial	City of Fayetteville	QMBEFT	Fire Station 9	2250 S School Ave	Wilkins	RP	ACF9476	975XL2	2"	In mech room bottom rp
36	Commercial	City of Fayetteville	QMBEFT	Fire Station 9	2250 S School Ave	Ames	DCDA	UL-2280	LFColt 300BF	2.5"	In mech room
37	Commercial	City of Fayetteville	QMBEFT	Fire Station 9	2250 S School Ave	Watts	DC	5045	LF007M3QT	0.75"	In mech room
38	Government	City of Fayetteville	GY2CDR	Fire Station 8	2266 W Deane St	Ames	DCDA	VB-0182	LFColt 300BF	2.5"	In mech room
39	Government	City of Fayetteville	GY2CDR	Fire Station 8	2266 W Deane St	Watts	DC	4696	LF007M3QT	0.75"	In mech room
40	Government	City of Fayetteville	GY2CDR	Fire Station 8	2266 W Deane St	Wilkins	RP	ACF3719	975XL2	2"	In mech room
41	Government	City of Fayetteville	F2C107	Water/Sewer Operations	2435 S Industrial Dr	Wilkins	DCDA	V01372	350ADA	4"	Southend of hallway
42	Government	City of Fayetteville	F2C107	Water/Sewer Operations	2435 S Industrial Dr	Wilkins	DC	2064486XLD	950XL	0.75"	Southend of hallway
43	Irrigation	City of Fayetteville	5A302E	Fire Training	2505 E Borick Dr Yd	Wilkins	RP	4366713	975XL	1"	Eastside of drive by water meter box
44	Government	City of Fayetteville	805E3A	Fire Station 5	2979 N Crossover Rd	Watts	RP	A09199	009M2QT	2"	In truck bay along west wall
45	Government	City of Fayetteville	805E3A	Fire Station 5	2979 N Crossover Rd	Watts	RP	25569	9	2.5"	In truck bay along west wall
46	Government	City of Fayetteville	805E3A	Fire Station 5	2979 N Crossover Rd	Wilkins	DCDA	23750	350ADA	4"	In truck bay along west wall
47	Government	City of Fayetteville	805E3A	Fire Station 5	2979 N Crossover Rd	Wilkins	DC	2362596XLD	950XL	0.75"	In truck bay along west wall
48	Irrigation	City of Fayetteville	1636BE	Fire Station 5	2979 N Crossover Rd Yd	Wilkins	RP	2620389	975XL	1"	In front yard by water meter box
49	Commercial	City of Fayetteville	2X23VS	West Ave Parking Deck	325 N WEST Ave	Wilkins	RP	ACK1483	975XL2	2"	Mechanical room 105
50	Government	City of Fayetteville	1.00E+31	Fire Station 4	3385 N Plainview Ave	Ames	DC	7299	2000B	0.75"	In bay along south wall
51	Government	City of Fayetteville	1.00E+31	Fire Station 4	3385 N Plainview Ave	Ames	DCDA	101050	3000SS	2.5"	In bay along south wall
52	Government	City of Fayetteville	1.00E+31	Fire Station 4	3385 N Plainview Ave	Wilkins	RP	890532	975XL	2"	In bay along south wall
53	Government	City of Fayetteville	1.00E+31	Fire Station 4	3385 N Plainview Ave	Watts	PVB	3027	LF800M4QT	2"	Inside bay between doors
54	Government	City of Fayetteville	C9C9E8	Fire Marshal	4140 S School Ave	Wilkins	RP	ABB09841	975XL2	0.75"	South of building behind fence in hotbox
55	Government	City of Fayetteville	B467F9	Parking/Sustainability	416 W Spring St	Wilkins	RP	4000948	975XL2	1"	Inside mech room
56	Irrigation	City of Fayetteville	D04B61	Marion Orton Recycling Center	735 W North St	Wilkins	RP	A220395	375	1"	Ne corner of parking lot
57	Commercial	ARTS LIVE THEATRE	77A63F	Community Resources	818 N Sang Ave	Wilkins	RP	4697814	975XL2	0.75"	Mechanical room by water heater feeds both units.
58	Government	City of Fayetteville	5EE04F	Fire Station 7	835 N Ruppel Rd	Wilkins	RP	1953744	975XL	2"	In bay along south wall - bottom assembly

59	Government	City of Fayetteville	5EE04F	Fire Station 7	835 N Ruppel Rd	Wilkins	RP	AO06348	975XL2	2"	In bay along south wall - top assembly
60	Government	City of Fayetteville	FDCB8A	Fire Station 6	900 S Hollywood Ave	Watts	DCDA	1067200504	774	2.5"	In truck bay on south wall
61	Government	City of Fayetteville	FDCB8A	Fire Station 6	900 S Hollywood Ave	Watts	DC	10216	007M2QT	0.75"	In truck bay on south wall
62	Government	City of Fayetteville	FDCB8A	Fire Station 6	900 S Hollywood Ave	Wilkins	RP	B-22770	975XL	2.5"	In truck bay on south wall
63	Government	City of Fayetteville	FDCB8A	Fire Station 6	900 S Hollywood Ave	Watts	PVB	1487	800M4QT	2"	In truck bay, between doors
64	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Ames	DCDA	124361-0103	3000SS	6"	In basement along south wall
65	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Watts	DC	55291	007M1QT	0.75"	In basement along south wall
66	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Watts	RP	57351	009M3QT	0.75"	In basement along east wall
67	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Watts	RP	385393	909M1QT	2"	South assembly in food storage room
68	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Watts	RP	385395	909M1QT	2"	North assembly in food storage room

Appendix B
Bid 25-32, Construction -
Backflow Preventer Maintenance
City Issued Bid

Bid 25-32, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday, February 21, 2025

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: Bid 25-32, Construction – On-Call Backflow Preventer Maintenance

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.
BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. The Bid Bond requirement has been removed. A Bid Bond is no longer required to submit on this bid.

Appendix B
Bid 25-32, Construction
Backflow Preventer Maintenance
City Issued Bid



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 25-32 Addendum 1

Comfort Systems (USA) Arkansas

Supplier Response

Event Information

Number: Bid 25-32 Addendum 1
Title: Construction - On-Call Backflow Preventer Maintenance
Type: Invitation to Bid
Issue Date: 2/2/2025
Deadline: 2/27/2025 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from properly licensed contractors for providing backflow preventer maintenance on an as-needed basis. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Procurement Director, at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss Sr. Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Comfort Systems (USA) Arkansas Information

Contact: Brad Kuhl
Address: 9924 Landers Road
4806 Rixey Road
North Little Rock, AR 72117
Phone: (479) 770-8992
Fax: (479) 770-0801
Email: bkuhl@comfortar.com
Web Address: www.comfortar.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brad Kuhl
Signature

bkuhl@comfortar.com
Email

Submitted at 2/27/2025 09:55:12 AM (CT)

Requested Attachments

Signature Forms for Bid 25-32

Bid 25-32, Project
Manual Signed 2-27-25.pdf

Please attach your completed forms. These documents can be found in the Project Manual found in the Attachments tab. Please be sure to include ALL required information stated in the Project Manual.

Bid Attributes

1	Arkansas Secretary of State Filing Number: 811120406
2	Arkansas Contractor License Number: 0004460625
3	Check Yes or No: Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☒ Yes, I agree ☐ No, I don't agree
4	Check Yes or No: Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☒ Yes, I agree ☐ No, I don't agree

5 Addendum Acknowledgement:

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree

Bid Lines

1 Total hourly cost for Backflow Preventer Maintenance (this shall be inclusive of all expenses):

Quantity: 1 UOM: Hour Price: Total:

Item Notes: *Please provide cost for 1 hour of maintenance, inclusive of travel, access, etc. Amount of hours needed will vary.*

2 Markup percentage on any repair materials:

Total:

Response Total: \$87.50

Appendix C
Bid 25-32, Construction -
Backflow Preventer Maintenance
Comfort System's Bid Submittal

Beilfuss, Amanda

From: Kuhl, Brad <BKuhl@comfortar.com>
Sent: Thursday, February 27, 2025 3:01 PM
To: Beilfuss, Amanda
Subject: Re: Bid 25-32 Clarification
Attachments: Outlook-ek31qmw1

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes it is 25%, I thought I had put it correctly, but I may not have.

Thank you.

Brad Kuhl

Solutions Consultant NWA, HVAC/Plumbing
116 Commercial Ave Lowell, AR 72745
Cell: 501-539-4011. Office: 479-770-8992
email: BKuhl@comfortar.com
comfortsystemsusa.com | NYSE: FIX



From: Beilfuss, Amanda <abeilfuss@fayetteville-ar.gov>
Sent: Thursday, February 27, 2025 2:48 PM
To: Kuhl, Brad <BKuhl@comfortar.com>
Subject: Bid 25-32 Clarification

WARNING: External Email

Good afternoon,

We are reviewing the bids we received and I just wanted to clarify your percentage amount.

2	Markup percentage on any repair materials:
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Total:	.25%
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Is .25% correct? Or is this supposed to be 25%?

Thank you!

Amanda Beilfuss
Procurement Director
City of Fayetteville, Arkansas
479-575-8220
fayetteville-ar.gov

Appendix C
Bid 25-32, Construction -
Backflow Preventer Maintenance
Comfort System's Bid Submittal



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-32, Construction - On-Call Backflow Preventer Maintenance

DEADLINE: Thursday, February 27, 2025 before 2:00 PM, Local Time

PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 02/02/2025 & 02/09/2025

INVITATION TO BID

Bid 25-32, Construction – On-Call Backflow Preventer Maintenance

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Division.

City of Fayetteville
Bid 25-32, Construction – On-Call Backflow Preventer Maintenance
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-32, Construction – On-Call Backflow Preventer Maintenance

The City of Fayetteville is seeking bids from properly licensed contractors for providing backflow preventer maintenance on an as-needed basis. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Procurement Director, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, February 27, 2025 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of Bidder's technical equipment.

Pursuant to Arkansas Code Annotated §22-9-203, The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Amanda Beilfuss, Procurement Director
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 02/02/2025 & 02/09/2025
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$345.40

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- **Bid Attributes**
- **Bid Line Items** – Bidders shall bid on all line items and not submit partial bids
- **Response Attachments** – Required Bid Form (this form, completed in its entirety)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

BID BOND:

1. Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. This five (5) percent amount shall be based off the total base bid amount submitted.
2. In the event a bidder opts to submit a cashier's check for a bid bond, the check shall be made payable to the City of Fayetteville, AR and received by the Purchasing Division prior to the bid deadline. the actual physical cashier's check shall be delivered to the City prior to the deadline.
3. Upload 5% bid bond to the City's electronic bidding platform (preferred) OR attach bid bond with physical submittal and setting up an in-person delivery appointment with the City Purchasing Division.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.

2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
4. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
5. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
6. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
7. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
8. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

☐ BK

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain):

9. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
10. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Comfort Systems USA (Arkansas) Inc.
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Comfort Systems

*BUSINESS ADDRESS: 116 Commercial Ave

*CITY: Lowell *STATE: AR *ZIP: 72745

*PHONE: 479-770-8992 FAX: 479-770-0801

*E-MAIL: bkuhl@comfortar.com

TAX ID NUMBER: 74-2885035 UNIQUE ENTITY #: 096677471

*BY: (PRINTED NAME) Brad Kuhl

*AUTHORIZED SIGNATURE: Brad Kuhl

*TITLE: Service Sales NWA *DATE: 02-26-2025

Acknowledge Addendums

Addendum No. 1 Dated: 02-21-2025 Acknowledged by: Brad Kuhl

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 25-32, Construction – On-Call Backflow Preventer Maintenance
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of Bidder's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Division Office at (479) 575-8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.
- g. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Procurement Director. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, City Procurement Director, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF BID:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE BID OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Bidder, by affixing their signature to this bid, agrees to the following: "bidder certifies that their bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. INSURANCE:

The successful Bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED. Insurance shall remain valid, when applicable, throughout contract completion.

15. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a bid on this requirement.

16. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

17. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

18. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

19. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

20. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

22. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

24. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

25. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

26. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss via e-mail (abeilfuss@fayetteville-ar.gov). No oral interpretation or clarifications will be given as to the meaning of any part of this bid. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation necessary to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit bids meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Bidder hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. ATTACHMENTS TO BID DOCUMENTS:

- i. Appendix A: Building Maintenance Backflow List

1. GENERAL

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is seeking bids from qualified, licensed firms to ensure the proper functionality, safety, and compliance of the backflow preventer systems by conducting testing and providing comprehensive maintenance services for the City of Fayetteville facilities (see Appendix A for full list). The City anticipates awarding a contract for a one (1) year term with the option to automatically renew for four (4) additional one (1) year terms.

2. SCOPE OF WORK

a. Testing Services

i. Annual Testing:

1. Perform a full backflow prevention test to ensure compliance with local and national plumbing codes.
2. Use calibrated test equipment to check the performance of the backflow preventer, including the pressure differential and valve integrity.
3. Check the condition of check valves, relief valves, and other critical components for leaks, corrosion, or wear.
4. Perform functional testing of the device to ensure it effectively prevents backflow.
5. Record and submit results to local authorities or regulatory agencies as required.
6. Provide a detailed report with test results, recommendations for repairs or replacements, and compliance status.

ii. Additional Testing (As Needed):

1. Perform additional testing when there are signs of malfunction or following system modifications.
2. Conduct diagnostic testing if the device fails or if backflow is suspected.

b. Maintenance Services

i. Routine Inspections and Preventative Maintenance:

1. Inspect the backflow preventer for physical damage, signs of wear, leaks, and any other issues that may affect its operation.
2. Clean all components including the check valves, air gaps, and relief valves.
3. Lubricate moving parts to ensure smooth operation and prevent corrosion.
4. Ensure all connections are secure and properly tightened.
5. Verify system pressure and ensure that it falls within the manufacturer’s recommended range.

ii. Repairs and Replacements:

1. Address minor repairs such as sealing leaks, replacing damaged gaskets, and/or fixing valves.
2. Replace worn or faulty components (e.g., check valves, seals, springs) to ensure optimal performance.
3. Provide recommendations if the entire backflow preventer is beyond repair or at the end of its useful life.

iii. System Upgrades (if applicable):

1. Recommend upgrades or modifications to bring the backflow preventer into compliance with current codes or to improve system efficiency.
2. Replace outdated or obsolete parts to maintain system reliability.

iv. Documentation and Reporting:

1. Provide a comprehensive service report after each maintenance visit, including details of inspections, repairs, and replacements made.
2. Keep a log of all testing, maintenance, and repairs performed on the backflow preventer.
3. Maintain all records are readily available for future reference and regulatory compliance.
4. Submit reports to appropriate regulatory agencies.

c. Compliance and Standards

- i. Adhere to all local, state, and national codes and regulations for backflow prevention.
- ii. Ensure all services are performed by certified professionals with experience in backflow prevention devices.
- iii. Maintain compliance with environmental, safety, and health standards during testing and maintenance operations.

d. Frequency and Scheduling

- i. Perform backflow testing annually, or more frequently as required by local ordinances.
- ii. Schedule routine maintenance inspections at least once per year, with additional visits as needed based on system performance or user requirements.
- iii. Offer emergency response services for backflow preventer failures or urgent issues.

e. Exclusions

- i. This scope of work does not include the installation of new backflow prevention devices or major system overhauls.
- ii. Services beyond standard maintenance, such as system replacements or upgrades due to regulatory changes.

f. **City Responsibilities**

- i. Ensure access to the backflow prevention device for testing and maintenance.
- ii. Inform the Contractor of any operational concerns, unusual occurrences, and/or visible signs of damage to the system.
- iii. Ensure that any necessary permits or authorizations for testing and repairs are obtained in advance.

3. **PRICING**

- a. Hourly labor rates and markup percentages bid shall include, but is not limited to, all labor cost, insurance, mobilization, overhead, profit, travel time, bonding, mileage, etc. Prices quoted shall be firm for the term of the contract. The City shall not be charged any additional fees including but not limited to, insurance premiums, mobilization, fuel surcharges, etc.
- b. Regarding the bid line items involving markup percentages on materials: Markup percentage shall be input as a DECIMAL amount. For example, if a bidder desired to bid a markup of 10%, this percentage would need to be inserted in the bid table as “.10” to calculate a 10% increase over the cost of the material.
- c. Each bid shall be accompanied by a cashier’s check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. This five (5) percent amount shall be based off the total base bid amount submitted. Failure to submit a valid bid bond or cashier’s check shall result in bid rejection.
 - i. In the event a bidder opts to submit a cashier’s check for a bid bond, the check shall be made payable to the City of Fayetteville, AR and received by the Purchasing Division prior to the bid deadline. the actual physical cashier’s check shall be delivered to the City prior to the deadline.
 - ii. Upload 5% bid bond to the City’s electronic bidding platform (preferred) OR attach bid bond with physical submittal and setting up an in-person delivery appointment with the City Purchasing Division.
- d. Projects exceeding \$50,000 will require 100% separate performance and payment bonds AFTER Council approval. Actual cost of performance and payment bond is allowed to be charged to the City at an additional fee.
 - i. Any single project exceeding \$50,000 will require the Contractor to have a valid Arkansas Contractor’s License.

END OF SCOPE OF WORK

*List subject to change

	Property Type	Customer	TRAC	Facility	Address	Make	Type	Serial	Model	Size	Location
1	Government	City of Fayetteville	46AF48	Rock Street Annex	100 W Rock St	Wilkins	RP	ACP6019	975XL2	1.5"	Mechanical room top floor
2	Government	City of Fayetteville	30E437	Fire Station 3	1050 S Happy Hollow Rd	Wilkins	DC	J26880	350	2.5"	In truck bay along north wall
3	Government	City of Fayetteville	30E437	Fire Station 3	1050 S Happy Hollow Rd	Wilkins	DC	2700059	350	0.75"	In truck bay along north wall
4	Government	City of Fayetteville	30E437	Fire Station 3	1050 S Happy Hollow Rd	Wilkins	RP	2544187	975XL	2"	In truck bay along north wall
5	Government	City of Fayetteville	30E437	Fire Station 3	1050 S Happy Hollow Rd	Wilkins	DCDA	COO121	350D	2.5"	In truck bay along north wall
6	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Wilkins	DC	2848686XLD	950XL	0.75"	Basement computer training room
7	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Watts	RP	340576	909QT	2"	Basement mech room - top assembly
8	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Watts	RP	344700	909QT	0.75"	In basement mech room south wall
9	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Watts	RP	344711	909QT	0.75"	3rd floor in mech room south wall
10	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Wilkins	DCDA	V16123	350ADA	4"	Basement computer training room
11	Government	City of Fayetteville	F40C80	Administration	113 W Mountain St	Wilkins	RP	ACO4384	975XL2	2"	Basement mech room - bottom assembly
12	Government	City of Fayetteville	EB2BD9	Fleet/ Transportation	1525 S Happy Hollow Rd	Watts	DC	26041	007M1QT	0.75"	In mech room behind office
13	Government	City of Fayetteville	EB2BD9	Fleet/ Transportation	1525 S Happy Hollow Rd	Watts	DCDA	111325	709	6"	In mech room behind office
14	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Ames	DC	42626	2000BM3	0.75"	Mech room on northside of building
15	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Ames	DCDA	QC-0466	Colt 300BF	4"	Mech room on northside of building
16	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Wilkins	RP	273924	975XL	1.25"	In mech room by mop sink - top assembly
17	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Wilkins	RP	273935	975XL	1.25"	In mech room by mop sink - bottom assembly
18	Government	City of Fayetteville	5DEFA7	Solid Waste & Recycling	1560 S Happy Hollow Rd	Wilkins	RP	ACQ4379	975XL2	2"	Mech room on northside of building
19	Government	City of Fayetteville	E72AAC	Animal Services	1640 S Armstrong Ave	Watts	RP	421365	909QT	1"	1630 building in mech room's bottom assembly's
20	Government	City of Fayetteville	E72AAC	Animal Services	1640 S Armstrong Ave	Watts	RP	438704	909QT	1"	Main building - in mech room
21	Government	City of Fayetteville	E72AAC	Animal Services	1640 S Armstrong Ave	Watts	RP	432245	909QT	1"	1630 building in mech room top assembly
22	Government	City of Fayetteville	2A00C0	Compost	1708 S Happy Hollow Rd	Wilkins	RP	1064926	975XL	1"	Truck bay along south wall
23	Government	City of Fayetteville	2A00C0	Compost	1708 S Happy Hollow Rd	Wilkins	RP	ACQ8797	975XL2	1.5"	In truck bay along west wall
24	Government	City of Fayetteville	4D3719	Fleet Car Wash	1720 S Happy Hollow Rd	Wilkins	RP	1129433	375	3"	In mech room in between bays.
25	Government	City of Fayetteville	FC0D2C	Courts/Prosecutor	176 S Church Ave	Apollo/Conbraco	DCDA	11467	4SG-600	4"	In mech room along north wall
26	Government	City of Fayetteville	FC0D2C	Courts/Prosecutor	176 S Church Ave	Wilkins	RP	2902940	975XL	2"	In mech room southeast corner
27	Government	City of Fayetteville	FC0D2C	Courts/Prosecutor	176 S Church Ave	Apollo/Conbraco	DC	181047	DC4A	0.5"	In mech room along north wall
28	Government	City of Fayetteville	FC0D2C	Courts/Prosecutor	176 S Church Ave	Wilkins	RP	ABY4053	975XL2	0.75"	In mech room along north wall
29	Commercial	City of Fayetteville	NUKGCK	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Wilkins	RP	30909C	375AST	3"	Northeast corner of building in mechanical room with water heaters
30	Commercial	City of Fayetteville	NUKGCK	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Ames	DCDA	WB-1175	LFColt 300BF	6"	Mechanical room on east side of building
31	Commercial	City of Fayetteville	NUKGCK	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Watts	DC	6562	LF007M3QT	0.75"	In mechanical room on the east side of building
32	Commercial	City of Fayetteville	NUKGCK	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Wilkins	RP	ACG2225	975XL2	1.5"	In mechanical room on west side of building by water heater Northeast building
33	Irrigation	City of Fayetteville	7B9NKT	Police Dept HQ	1800 N Stephen Carr Memorial Blvd	Wilkins	RP	ACH5241	975XL2	2"	Next to water meter SE Corner next to main building
34	Commercial	City of Fayetteville	QMBEFT	Fire Station 9	2250 S School Ave	Wilkins	RP	ACG7065	975XL2	2"	In mech room top rp
35	Commercial	City of Fayetteville	QMBEFT	Fire Station 9	2250 S School Ave	Wilkins	RP	ACF9476	975XL2	2"	In mech room bottom rp
36	Commercial	City of Fayetteville	QMBEFT	Fire Station 9	2250 S School Ave	Ames	DCDA	UL-2280	LFColt 300BF	2.5"	In mech room
37	Commercial	City of Fayetteville	QMBEFT	Fire Station 9	2250 S School Ave	Watts	DC	5045	LF007M3QT	0.75"	In mech room
38	Government	City of Fayetteville	GY2CDR	Fire Station 8	2266 W Deane St	Ames	DCDA	VB-0182	LFColt 300BF	2.5"	In mech room
39	Government	City of Fayetteville	GY2CDR	Fire Station 8	2266 W Deane St	Watts	DC	4696	LF007M3QT	0.75"	In mech room
40	Government	City of Fayetteville	GY2CDR	Fire Station 8	2266 W Deane St	Wilkins	RP	ACF3719	975XL2	2"	In mech room
41	Government	City of Fayetteville	F2C107	Water/Sewer Operations	2435 S Industrial Dr	Wilkins	DCDA	V01372	350ADA	4"	Southend of hallway
42	Government	City of Fayetteville	F2C107	Water/Sewer Operations	2435 S Industrial Dr	Wilkins	DC	2064486XLD	950XL	0.75"	Southend of hallway
43	Irrigation	City of Fayetteville	5A302E	Fire Training	2505 E Borick Dr Yd	Wilkins	RP	4366713	975XL	1"	Eastside of drive by water meter box
44	Government	City of Fayetteville	805E3A	Fire Station 5	2979 N Crossover Rd	Watts	RP	A09199	009M2QT	2"	In truck bay along west wall
45	Government	City of Fayetteville	805E3A	Fire Station 5	2979 N Crossover Rd	Watts	RP	25569	9	2.5"	In truck bay along west wall
46	Government	City of Fayetteville	805E3A	Fire Station 5	2979 N Crossover Rd	Wilkins	DCDA	23750	350ADA	4"	In truck bay along west wall
47	Government	City of Fayetteville	805E3A	Fire Station 5	2979 N Crossover Rd	Wilkins	DC	2362596XLD	950XL	0.75"	In truck bay along west wall
48	Irrigation	City of Fayetteville	1636BE	Fire Station 5	2979 N Crossover Rd Yd	Wilkins	RP	2620389	975XL	1"	In front yard by water meter box
49	Commercial	City of Fayetteville	2X23VS	West Ave Parking Deck	325 N WEST Ave	Wilkins	RP	ACK1483	975XL2	2"	Mechanical room 105
50	Government	City of Fayetteville	1.00E+31	Fire Station 4	3385 N Plainview Ave	Ames	DC	7299	2000B	0.75"	In bay along south wall
51	Government	City of Fayetteville	1.00E+31	Fire Station 4	3385 N Plainview Ave	Ames	DCDA	101050	3000SS	2.5"	In bay along south wall
52	Government	City of Fayetteville	1.00E+31	Fire Station 4	3385 N Plainview Ave	Wilkins	RP	890532	975XL	2"	In bay along south wall
53	Government	City of Fayetteville	1.00E+31	Fire Station 4	3385 N Plainview Ave	Watts	PVB	3027	LF800M4QT	2"	Inside bay between doors
54	Government	City of Fayetteville	C9C9E8	Fire Marshal	4140 S School Ave	Wilkins	RP	ABB09841	975XL2	0.75"	South of building behind fence in hotbox
55	Government	City of Fayetteville	B467F9	Parking/Sustainability	416 W Spring St	Wilkins	RP	4000948	975XL2	1"	Inside mech room
56	Irrigation	City of Fayetteville	D04B61	Marion Orton Recycling Center	735 W North St	Wilkins	RP	A220395	375	1"	Ne corner of parking lot
57	Commercial	ARTS LIVE THEATRE	77A63F	Community Resources	818 N Sang Ave	Wilkins	RP	4697814	975XL2	0.75"	Mechanical room by water heater feeds both units.
58	Government	City of Fayetteville	5EE04F	Fire Station 7	835 N Ruppel Rd	Wilkins	RP	1953744	975XL	2"	In bay along south wall - bottom assembly

59	Government	City of Fayetteville	5EE04F	Fire Station 7	835 N Ruppel Rd	Wilkins	RP	AO06348	975XL2	2"	In bay along south wall - top assembly
60	Government	City of Fayetteville	FDCB8A	Fire Station 6	900 S Hollywood Ave	Watts	DCDA	1067200504	774	2.5"	In truck bay on south wall
61	Government	City of Fayetteville	FDCB8A	Fire Station 6	900 S Hollywood Ave	Watts	DC	10216	007M2QT	0.75"	In truck bay on south wall
62	Government	City of Fayetteville	FDCB8A	Fire Station 6	900 S Hollywood Ave	Wilkins	RP	B-22770	975XL	2.5"	In truck bay on south wall
63	Government	City of Fayetteville	FDCB8A	Fire Station 6	900 S Hollywood Ave	Watts	PVB	1487	800M4QT	2"	In truck bay, between doors
64	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Ames	DCDA	124361-0103	3000SS	6"	In basement along south wall
65	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Watts	DC	55291	007M1QT	0.75"	In basement along south wall
66	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Watts	RP	57351	009M3QT	0.75"	In basement along east wall
67	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Watts	RP	385393	909M1QT	2"	South assembly in food storage room
68	Government	FAYETTEVILLE SENIOR CENTER	A4791C	Fayetteville Senior Center	945 S College Ave	Watts	RP	385395	909M1QT	2"	North assembly in food storage room

Appendix C
Bid 25-32, Construction -
Backflow Preventer Maintenance
Comfort System's Bid Submittal

20. Contractor's Representations:

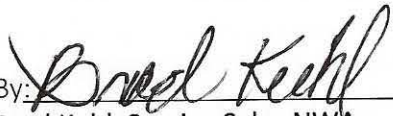
- a. **Comfort Systems** has examined and carefully studied all contract documents.
- b. **Comfort Systems** shall visit the project sites and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- c. **Comfort Systems** is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- d. **Comfort Systems** does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- e. **Comfort Systems** is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- f. **Comfort Systems** has correlated the information known to **Comfort Systems**, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **COMFORT SYSTEMS USA (ARKANSAS) INC.**, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Molly Rawn, Mayor

COMFORT SYSTEMS USA (ARKANSAS) INC.

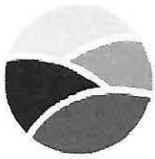
By:  _____
Brad Kuhl, Service Sales NWA

ATTEST:

By: _____
Kara Paxton, City Clerk - Treasurer

Date Signed: _____

Date Signed: 4-8-2025



THIS AGREEMENT is made this 8th day of APRIL, 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Comfort Systems USA (Arkansas) Inc.** (Vendor or Comfort Systems). CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and **Comfort Systems**, in consideration of their mutual covenants, agree as follows:

1. **Comfort Systems**, at its own cost and expense, shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and/or all other accessories and services necessary to complete items bid per **Bid 25-32, Construction – On-Call Backflow Preventer Maintenance** as stated in **Comfort Systems** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 25-32**.
 - a. The City of Fayetteville shall pay **Comfort Systems** for completion of the project based on prices indicated in **Appendix B**.
 - b. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. Invoices shall be submitted itemized to the detail and breakout presented in the bid form.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
 - a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Bid Tabulation
 - ii. **Appendix B:** Bid Package identified as **Bid 25-32, Construction – On-Call Backflow Preventer Maintenance** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
 - iii. **Appendix C:** **Comfort Systems** Bid Submittal
 - iv. **Appendix D:** **Comfort Systems** Certificate of Insurance
3. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Comfort Systems**.
4. **Comfort Systems** shall not assign its duties under the terms of this agreement.

- c. COMPLIANCE WITH LAWS: Vendor shall comply with all the Law at its own cost. Vendor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Vendor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
- d. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to Vendor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss.
 - i. If any Defective Work is found, City shall promptly notify Vendor in writing. Unless City provides written acceptance of the condition, Vendor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Vendor or give Vendor an opportunity to test or correct Defective Work as reasonably requested by Vendor, City waives Vendor's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.
- e. TAXES AND PERMITS: Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Vendor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
- f. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

17. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Comfort Systems**:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist **Comfort Systems** by placing at **Comfort Systems** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **Comfort Systems** in obtaining access to property reasonably necessary for **Comfort Systems** to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **Comfort Systems** and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to **Comfort Systems** in a timely manner.

5. **Debarment and Suspension:** By execution of this agreement, Vendor certifies that to the best of its knowledge and belief that the Vendor and it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
6. **Indemnification:** The CITY requires **Comfort Systems** to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of **Comfort Systems**, or their employees, agents, Subcontractors, sub consultant and Suppliers of **Comfort Systems**.
7. **Insurance:** **Comfort Systems** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that applicable coverage exists for the following insurance which shall be maintained throughout the term of the Contract. Any work sublet; the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Comfort Systems** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance shall be paid by **Comfort Systems**. The Certificate of Insurance shall show the City as an additional insured.
- a. Workmen's Compensation: Statutory Amount
 - b. Comprehensive General & Automobile Insurance: \$500,000 for each person injured.
 - c. Bodily Injury Liability: \$1,000,000 for each accident.
 - d. Property Damage Liability: \$1,000,000 aggregate.
8. **Comfort Systems** shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or **Comfort Systems** with 30 calendar days written notice.
10. The City agrees to reserve the right to automatically renew the contract for four (4) additional one (1) year terms. Renewals shall be automatic unless either **Comfort Systems** or the City notifies the other of its intent to terminate the contract at the end of the contract period.
- a. Single projects exceeding \$50,000.00 will require additional approval from the Fayetteville City Council.
 - b. Single projects over the City Council threshold of \$50,000.00 shall require one hundred percent (100%) performance and payment bonds. Performance and Payment bonds shall be provided to the City after being file marked at the Washington County Circuit Clerk's Office.
 - c. **Comfort Systems** shall warranty work performed under this contract for a period of one (1) full year from the date of final payment for each project awarded under this contract.

- vi. The City of Fayetteville Facilities and Building Maintenance Manager is the project representatives with respect to the services to be performed under this Agreement. The Facilities and Building Maintenance Manager shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

18. Additional Responsibilities of Comfort Systems:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Comfort Systems** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. **Comfort Systems** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Comfort Systems** negligent performance, except beyond the **Comfort Systems** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **Comfort Systems** obligations under this clause are in addition to Vendor's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Comfort Systems** for faulty materials, equipment, or work.

19. Gratuities:

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Comfort Systems** or any of **Comfort Systems** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Comfort Systems** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **Comfort Systems** as it could pursue in the event of a breach of the Agreement by **Comfort Systems**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **Comfort Systems** incurs in providing any such gratuities to any such officer or employee.

- 11. Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
- 12. Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. The City will not agree to be forced to mediate or arbitrate any dispute. Venue for all legal disputes shall be Washington County, Arkansas.
- 13. Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the VENDOR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 14. Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
- 15. Liens:** No liens against this construction project(s) are allowed. Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics of materialmen's liens in relation to this public construction project. Arkansas law requires, and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.
- 16. General Provisions:**
- a. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
 - b. **MATERIALS FURNISHED BY OWNER OR OTHERS:** If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the vendor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the vendor shall be the responsibility of vendor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from vendor of defects, City and Design Professional shall promptly inform the City what action, if any, vendor shall take with regard to the defects.



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **ARDOT M.L.K. PEDESTRIAN IMPROVEMENTS PROJECT (AGREEMENT OF UNDERSTANDING):**

RECOMMENDATION:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the M.L.K. Pedestrian Improvements project made possible through the Transportation Alternatives Program (TAP) and approving a budget adjustment to recognize \$500,000.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

BACKGROUND:

In June 2024, the City of Fayetteville was awarded \$500,000 in federal-aid funds through the Northwest Arkansas Regional Planning Commission's Transportation Alternatives Program (TAP), administered by the Arkansas Department of Transportation, for sidewalk improvements in the Martin Luther King Jr. Boulevard "M.L.K. Walkability" area.

DISCUSSION:

The M.L.K. Walkability Project will focus on connecting sidewalks along a half-mile section of the south side of M.L.K. Boulevard between Wood Avenue and Church Avenue. In addition to sidewalks, the project includes plans for an enhanced crosswalk at M.L.K. and Willow Avenue, as well as improvements to an Ozark Regional Transit stop at that intersection.

This project was originally identified in Fayetteville's 2018 Mobility Plan through mapping analysis and a high volume of requests for pedestrian improvements in this area. It will advance Fayetteville's active transportation goals by providing safe and accessible infrastructure, encouraging more people to choose alternative modes of transportation.

BUDGET/STAFF IMPACT:

The \$500,000 in federal-aid funding will be recognized with the approval of the agreement. The required 20 percent match of \$125,000 has been budgeted through the 2022 Transportation Bond Program and will be allocated to the project when the construction contract is approved.

ATTACHMENTS: SRF (#3), BA (#4), Award Letter (#5), ARDOT Agreement - MLK Walkability (#6), TAP Project (#7), MLK Map (#8), MLK - Willow Intersection (#9)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-603

ARDOT - M.L.K. PEDESTRIAN IMPROVEMENTS PROJECT (AGREEMENT OF UNDERSTANDING):

A RESOLUTION TO AUTHORIZE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE M.L.K. PEDESTRIAN IMPROVEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING \$500,000.00 IN FEDERAL-AID FUNDING

WHEREAS, in June 2024, the City of Fayetteville was awarded \$500,000.00 in federal-aid funds through the Northwest Arkansas Regional Planning Commission Transportation Alternatives Program for sidewalk improvements in the Martin Luther King Jr. Boulevard “M.L.K. Walkability” area; and

WHEREAS, the M.L.K. Walkability project will focus on connecting sidewalks along a half-mile section of the south side of M.L.K. Boulevard between Wood Avenue and Church Avenue, an enhanced crosswalk at M.L.K. Boulevard and Willow Avenue, as well as improvements to an Ozark Regional Transit stop at that intersection; and

WHEREAS, the project was originally identified in Fayetteville’s 2018 Mobility Plan through mapping analysis and a high volume of requests for pedestrian improvements in this area and will advance Fayetteville’s active transportation goals by providing safe and accessible infrastructure, encouraging more people to choose alternative modes of transportation.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign an agreement of understanding with the Department of Transportation for the M.L.K. Pedestrian Improvements project and further authorizes the Mayor to sign any additional documents as necessary to receive the grant funds and implement the project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment recognizing \$500,000.00 in federal-aid funding, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-603

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Matt Mihalevich

5/1/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the M.L.K. Pedestrian Improvements project made possible through the Transportation Alternatives Program (TAP) and approving a budget adjustment to recognize \$500,00.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

Budget Impact:

4601.860.7216-5814.00

Streets Projects 2022 Bonds

Account Number

Fund

46020.7216.2000

Street Projects - MLK Area Walkability Impr -
Wood Ave to Church Ave

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,306.00

Expenses (Actual+Encum)

\$ 2,305.20

Available Budget

\$ 0.80

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 500,000.00

Remaining Budget

\$ 500,000.80

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	ENGINEERING (621)	
	Requestor: Matt Mihalevich	

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the M.L.K. Pedestrian Improvements project made possible through the Transportation Alternatives Program (TAP) and approving a budget adjustment to recognize \$500,00.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

[illegible]



March 20, 2025

The Honorable Molly Rawn
Mayor of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Re: Job 040993
Fayetteville M.L.K. Ped. Impvts.
(TAP-24) (S)
Washington County

Dear Mayor Rawn:

Reference is made to the Fayetteville Martin Luther King Pedestrian Improvements project which was awarded Transportation Alternatives Program (TAP) funding. In order to proceed, you and your attorney must sign the enclosed Agreement of Understanding and return it to the Department. Please submit the signed Agreement and referenced forms within the next 60 days.

A copy of the Agreement of Understanding will be returned to you once fully executed. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact our Local Programs Grant Procurement Section at (479) 360-7161 or LPA@ardot.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Keli Wylie'.

Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosure

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Local Programs
Program Management
District 4
Job 040993 'C' File
Tim Conklin, Executive Director, NWARPC

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND**

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U. S. Department of Transportation Federal Highway Administration

RELATIVE TO

Implementation of **Job 040993, Fayetteville M.L.K. Ped. Impvts. (TAP-24) (S)** (hereinafter called the "Project") as an Arkansas Transportation Alternatives Program (TAP) project.

WHEREAS, the City of Fayetteville (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid TAP funds for the eligible Project and to provide necessary matching funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. 67-24 from the Sponsor's governing body authorizing the Sponsor's Chief Executive Officer (CEO), or their designated representative, to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes Federal-aid TAP funds for certain local projects with the following cost share:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>
Preliminary Engineering by Consultant	80	20
Environmental	80	20
Right of Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Cost	0	100

WHEREAS, funding participation will be subject to a limit of **\$500,000** maximum Federal-aid TAP funds for the **preliminary engineering, environmental, right of way, and construction phases** of the Project and approved obligation limitation; and

WHEREAS, the Sponsor understands that these funds have been awarded for specific project purposes, not for the Sponsor to utilize until expended; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third-party benefit or right to any person or entity not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day-to-day oversight of the Project (Form LPA-005). If the designated full time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintain familiarity of day-to-day project operations, including project safety issues;
 - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visit and review the project daily;
 - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation; and
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Submit the Revision of Project Scope and Budget (Form LPA-004) if a modification to the Project scope is needed.
3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
 - Make periodic payments to the consultant for preconstruction phases of the Project and request reimbursement from the Department.
 - Request reimbursement from the Department for eligible expenditures related to preconstruction phases of the Project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
4. If desired, request that the Department contract with one of its on-call consultants on behalf of the Sponsor.
 - Execute a task order with the Department and the selected on-call consultant for implementation of selected phases of the Project.
 - Make periodic payments to the on-call consultant for work accomplished in accordance with the task order.

- Request reimbursement from the Department for eligible on-call consultant related costs incurred for the project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
5. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project if the project includes design of structural components. (See Form LPA-003 for items to be included in the bid proposal.) Plans which include the design of only non-infrastructure components will not require a registered stamp.
 6. Be responsible for any necessary coordination with affected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction, including flagging services and insurance.
 7. Submit plans at 30%, 60%, and 90% completion stages for Department review according to the deadline schedule.
 8. Submit the following deliverables for the Project by the listed deadline or risk possible cancellation of the Federal-aid award or significant delay of the Project. If a deadline is missed, the Sponsor may be required to submit a reason for the delay and request a time extension in writing.

Deliverables	Deadlines
Signed Agreement of Understanding for Execution by the Department	60 Days following receipt of the Draft Agreement of Understanding
30% Complete Plans for Review	90 Days following receipt of the Executed Agreement of Understanding
60% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
90% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
Final Plans, Bid Documents, and Request for Authority to Advertise	90 Days from the return of Department comments on previous set of plans

9. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department to aid in the completion of the environmental documentation.
10. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a completed environmental document for the Project, approved by the agency with authority over the federal lands.

11. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA TAP Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Form LPA-003 for items to be included in the bid proposal).
12. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right of way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
13. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
14. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right of way to be used for the Project and the land is accessible to the general public for recreational or transportation purposes (See Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right of way.
15. Ensure the preparation of utility adjustment and right of way plans are in accordance with Arkansas State Highway Commission Policy.
16. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
17. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
18. Forward a copy of all addenda to the Project during the advertisement to the Department.
19. After bids are opened and reviewed, submit a certification (Form LPA-012), including all items noted, to the Department and request concurrence in award of the contract.
20. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
21. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
22. Perform construction inspection in accordance with the Guideline for Inspection of Locally Administered Construction Contracts for Transportation Alternatives Program (TAP) Projects and Recreational Trails Program (RTP) Projects (Form LPA-023).
23. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Requests for reimbursement must be made at least once every three (3) months that construction projects are active to avoid being placed on the FHWA inactive project list, which risks project funding.

24. Attach Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.
25. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the project for review and approval for program eligibility.
26. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
27. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement, and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
28. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
29. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
30. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents, or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance, or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance, or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents, and contractors.
31. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR Part 21),

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation,
(Form LPA-029).

32. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).
33. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and FHWA officials.
34. Be responsible for its portion of the total project cost and Department administration costs. The funds to be submitted for Department administrative costs shall have a maximum value equaling 1% of the TAP and/or RTP award.
35. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
36. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.
37. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.
38. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures.
39. Repay all federal funds if this is determined necessary for any reason.
40. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
41. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$750,000 threshold is subject to change after OMB periodic reviews.
43. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.

44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).
45. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the project is complete.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Execute a task order with the Sponsor and the selected on-call consultant for implementation of the Project when requested by the Sponsor.
4. Request funds from the Sponsor within the terms described heretofore.
5. Provide routine environmental documentation for the Project.
6. Notify the Sponsor when right of way and/or utility plans are approved, and the Sponsor may proceed with right of way acquisition and/or utility adjustments.
7. Upon receipt of the Sponsor's certification of right of way (property) ownership, provide the appropriate documentation to the file.
8. Review plans and specifications for project/program eligibility.
9. Reimburse the Sponsor 80% (Federal-aid share) for all eligible costs related to preconstruction phases of the Project.
10. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
11. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
12. Review bid tabulations and concur in award of the construction contract for the Project.
13. Participate in the Sponsor's preconstruction and final acceptance meetings.
14. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
15. Review and approve any necessary change orders for project/program eligibility.
16. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs up to the maximum Federal-aid amount as approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
17. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Form LPA-016).

18. Provide all form updates via email to the contact as shown on Form LPA-005.

IT IS FURTHER AGREED that Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to Department requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, 20____.

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

THE CITY OF FAYETTEVILLE

Jared D. Wiley, P.E.
Director

Molly Rawn
Mayor

Kit Williams
Attorney

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION**

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY

CONSULTANT SELECTION PROCEDURES

Section I – Application (These procedures do not apply to Design-Build Contracts.)

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.*, commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the “competitive negotiation” (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency’s best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department’s website and the Local Agency’s website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm’s response including primary contact information.
2. The firm’s completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department’s website.)
http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm’s equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm’s current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105).
<https://www.ark.org/dfa/immigrant/index.php/user/welcome>

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
Total Points for LOI		40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
Total Points for Proposals		100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
 - a. Multiple firms for an IDIQ contract; or
 - b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds \$250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than \$250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) **"Build America, Buy America" Provisions**

Because federal highway funds are included in this project, "Build America, Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

Please Print on Sponsor Letterhead
Revision of Project Scope and Budget

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Siskowski:

The scope and/or budget for the project has/have been revised. I certify that:

- 1) The length of the project will be _____ feet and be _____ feet wide with a/an _____ surface.
- 2) Other project changes are as follows: _____.
- 3) Two maps are attached. One is the project location map, and the other is a close up map that shows the project termini.
- 4) The revised budget is \$_____ Federal-aid and \$_____ Sponsor funds for a total project budget of \$_____.

Any substantial changes to the above information will be submitted in writing to ARDOT.

Sincerely,

For Reference Only
NAME & OFFICE
(Sponsor's CEO)

Attachments



OFFICE OF THE MAYOR
MOLLY RAWN

*(Designating Full-Time Employee
in Responsible Charge)*
4/30/25

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: Job #040993
Fayetteville M.L.K. Ped. Impvts.
Washington County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be ***Dane Eifling, Mobility Coordinator***. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at ***(479) 575-8243*** or by email at ***deifling@fayetteville-ar.gov***.

Sincerely,

Mayor Molly Rawn
(Sponsor's CEO)

SPONSOR LETTERHEAD

JOB NUMBER

JOB NAME

COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ____ Tract(s)
 ____ Options(s)
 ____ Paid
 ____ Donation(s)
 ____ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 ____ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
 ____ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
 * If applicable

↓ delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) # ____ shown above include(s) # ____ (Permanent/Temporary Construction Easements) for ____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: _____
 (Type name)
 (Type title)

Date: _____

For Reference Only

SPONSOR LETTERHEAD

JOB NUMBER

JOB NAME

COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by: _____ Date: _____
(Type name)
(Type title)

For Reference Only

PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the **(Sponsor Name)** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the **(Sponsor Name)**'s Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the **(Sponsor Name)**.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

For Reference Only
NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.
- The Sponsor will include the following language in the solicitation for bids:

“The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”

“Build America, Buy America provisions apply to this project.”

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. A check for the ARDOT administration fee (1% of the low bid, not to exceed 1% of the Federal-aid funding plus required match).
3. Justification of award (if low bid amount is greater than 10% over the estimate).

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)***'s Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to **(INSERT CONTRACTOR NAME)** for **(INSERT LOW BID AMOUNT)** is requested.

Sincerely,

For Reference Only

Sponsor's CEO

Sponsor's Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

PAGE 1 OF 2 PAGES

Job No.: _____	Payee/Sponsor: _____	DATE: _____
FAP: _____	address _____	
County: _____	_____	PAY REQUEST # _____
Job Name.: _____	Federal Tax ID No.: _____	FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

1 Maximum Approved Federal-aid Amount	_____
2 Original Contract Amount	_____
3 Net Changes by Change Orders	_____
4 Present Contract Total	_____
5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)	_____
6 Work Completed to Date	_____
7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less)	_____
8 Previous Reimbursements (Federal)	_____
9 Amount Due this Estimate (subtract Line 8 from Line 7)	50.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY		
Recommended for Payment in Accordance with Project Agreement _____ Resident Engineer	Approved for Payment _____ State Construction Engineer	PAID Voucher No. _____ Date: _____

DETAIL ESTIMATE

PAGE 2 OF 2 PAGES

REQUEST NO: _____ DATE: _____
FROM: _____ TO: _____
CONTRACTOR: _____

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	% COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)
			PREVIOUS REQUESTS	THIS PERIOD				
	GRAND TOTALS							

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Sponsor
LPA Report of Daily Work Performed

Job Name: _____	Job No.: _____
FAP No.: _____	Contractor: _____
Date: _____	Hours Worked: _____ – _____
Report No.: _____	

Project Conditions		
<u>Site Conditions</u> _____ Useable _____ Partly Useable _____ Not Useable Min Temp. (F) _____ Max Temp. (F) _____	<u>Weather</u> _____ Sunny _____ Partly Cloudy _____ Rain Rainfall Amt. (in.) _____	<u>Number of Contractor's Personnel</u> _____ Laborers _____ Carpenters _____ Concrete Laborers _____ Equip. Operators _____ Electricians _____ Plumbers _____ Foreman _____ Other _____ _____ Other _____
<u>Comments</u> 		

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____ Designated Full-time Employee
--

For Reference Only

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
☐ Provide Digital Photos of Completed Project (minimum of 5)		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor	Recommended for Acceptance in Accordance with Project Agreement	
Engineer	ARDOT Resident Engineer	

<u>Project Recommended for Acceptance</u>
Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

For Reference Only

SPONSOR's CEO

2 CFR Part 200**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS****Subpart D - Post Federal Award Requirements
Record Retention and Access****§200.334 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer

usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS****Subpart D - Post Federal Award Requirements****Record Retention and Access**

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(a) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(b) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such

records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Mayor Molly Rawn

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, City of Fayetteville shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✓ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information(A) Sub-Awardee UEI: FKCQRMDULFH9 UEI Expiration Date: _____Parent (if applicable) UEI: N/A UEI Expiration Date: _____

- (B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

☒ No*If "Yes" is selected, answer (C).*

- (C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☒ Yes

No

*If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.**If "No" is selected, answer (D).*

- (D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____

2. Name: _____ Amount: \$ _____

3. Name: _____ Amount: \$ _____

4. Name: _____ Amount: \$ _____

5. Name: _____ Amount: \$ _____

LPA Project Quarterly Report Form

Date:

Job No.:		Job Name:		
F.A.P.:		Funding Program:	Year:	Quarter:
Sponsor:		Submitted By:		
Sponsor Phone:		Sponsor Email:		

Progress Report:

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final	
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	All Permits Received ☐ Date:	Final Clearance ☐ Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	ROW Plans Approved ☐ Date:	Acquisition Documents Approved ☐ Date:	
	☐ Acquisition Underway	☐ Acquisition Complete	Right of Way Certification Submitted ☐ Conditional ☐ Final Date:		
Utility Relocation:	☐ Utility Relocation Not Necessary	Relocation Plans Prepared ☐ Date:	☐ Relocation Underway	Relocation Complete ☐ Date:	
Authority to Advertise:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	Bid Opening Date:		
Concurrence in Award:	Request Submitted ☐ Date:	ARDOT Approval Received ☐ Date:	☐ Contract Executed Date:		
Construction:	Progress (%) 0%	Estimated Completion Date:	☐ Project Completed Date:		

ARDOT Contact:

CHANGE ORDER NO.:

DATE PREPARED:

PREPARED BY:

DESCRIPTION OF CHANGE(S):

JUSTIFICATION / REASON FOR CHANGE(S):

Summary							
Item No.	Item	Unit	Unit Price	Present		Revised	
				Quantity	Amount	Quantity	Amount
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
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					\$ -		\$ -
				TOTALS:	\$ -		\$ -

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS

THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY

\$ -

THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE

\$ -

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME

_____ DAYS

THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY

_____ DAYS

THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE

_____ DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature

Date

Signature

Date

OWNER: [INSERT OWNER NAME HERE]

ARDOT RESIDENT ENGINEER CONCURS

Signature

Date

Signature

Date

ARDOT LOCAL PROGRAMS APPROVES

Signature

Date

For Reference Only

GUIDELINE FOR INSPECTION OF LOCALLY ADMINISTERED CONSTRUCTION CONTRACTS

Upon receipt of written concurrence from the Arkansas Department of Transportation in the award of the construction contract, the construction contract may be executed. The following minimum guidelines for inspection must be met:

- 1) Project must be inspected by a Professional Engineer registered to practice in the State of Arkansas.
- 2) Project must be inspected using best practices for the type of work and the Sponsor is not required to use Department inspection procedures.
- 3) Prior to beginning construction activities, the Sponsor must hold a pre-construction meeting and must invite the Department's Resident Engineer (RE) assigned to the project. At the meeting:
 - a) The Sponsor will provide the RE two sets of plans and two copies of the construction contract. (One for RE's records and one to be sent to Local Programs Division)
 - b) The RE will provide a packet of posters and notices required by the FHWA-1273 supplemental specifications.
- 4) Submit the Construction Certification and Reimbursement Request (CCRR) form to the RE for review and handling. RE to check:
 - a) Maximum federal funding available.
 - b) Signed by Sponsor's Chief Elected Official (CEO).
 - c) RE to review for math errors and compare to previously submitted CCRRs.
 - d) Page 2 of the CCRR must be submitted.
 - e) Copy of check(s) from the Sponsor to the Sponsor's Contractor and LPA Report(s) of Daily Worked Performed.
- 5) Prior to implementing change orders, the Sponsor must submit fully executed change orders to the Department's RE for Department review and approval. The change order form must include:
 - a) The Sponsor's CEO (or designated representative), Engineer, and Contractor's signature.
 - b) Description of the change and why the change was necessary.
 - c) For unit price contracts, any changes in quantities.
 - d) For new pay items, the pay item name, quantities, units, and unit price.
 - e) Time extensions.
 - f) All change orders must be reviewed and approved before beginning work except for reconciliation change orders at the end of the project.
 - g) Reconciliation changes are required for project underruns greater than 20% and for all projects greater than 10% over.
- 6) Upon completion of the Project:
 - a) Submit a CCRR form showing the work completed as the final contract amount.
 - i) This form must be submitted even if the Sponsor has been reimbursed 100% of the Federal-aid available for the Project.
 - b) Hold a final acceptance meeting in which the Sponsor's engineer, the designated full-time employee and the Department's RE must attend.
 - c) Submit the LPA Final Acceptance Report form to the RE at the final acceptance meeting.

Title VI Requirements and Responsibilities

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that *“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”*

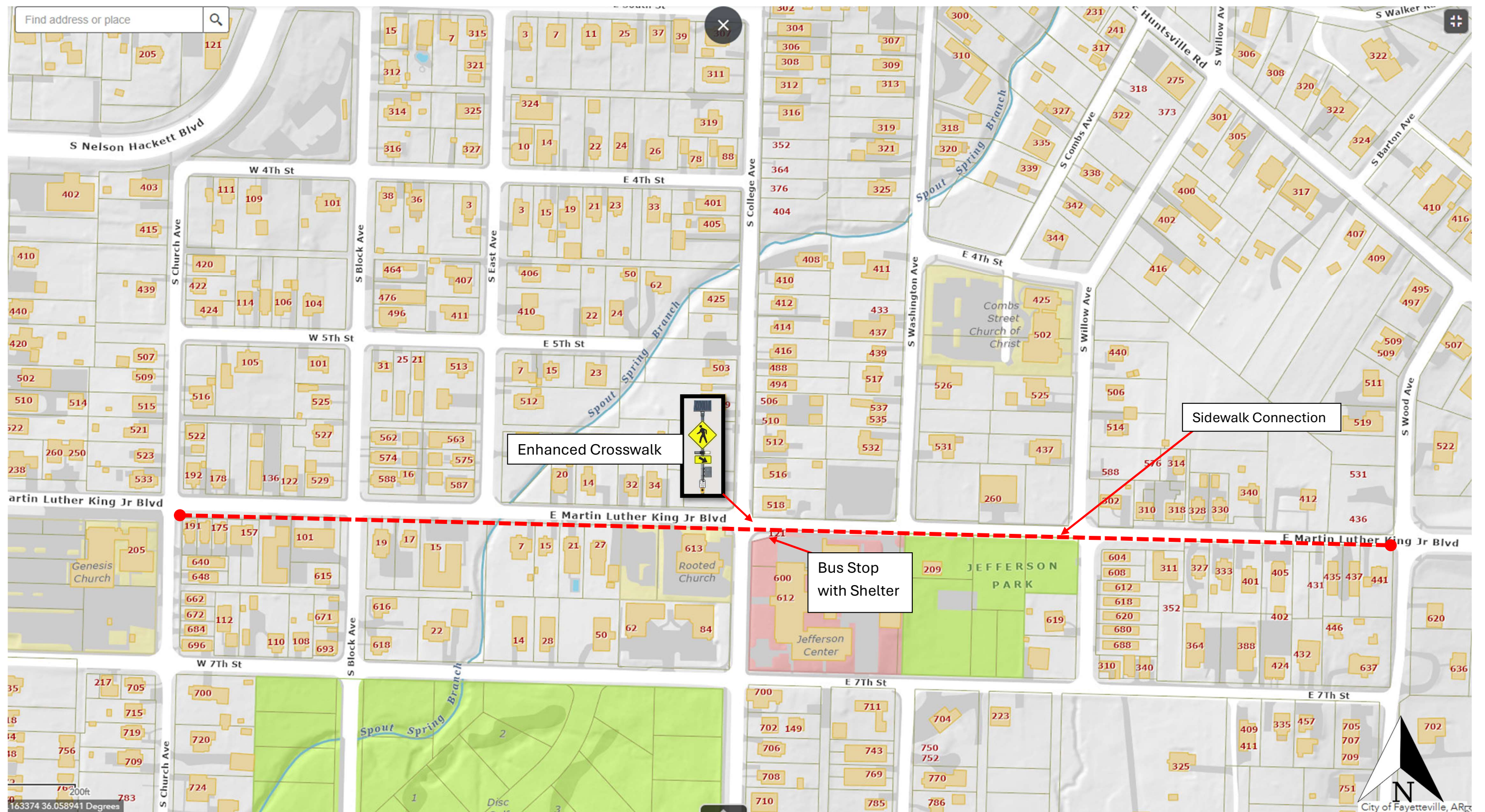
ARDOT is a recipient of federal funds from the U.S. Department of Transportation modal agencies, including the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All recipients/subrecipients of federal funding must comply with the requirements of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statutes, regulation, and authorities.

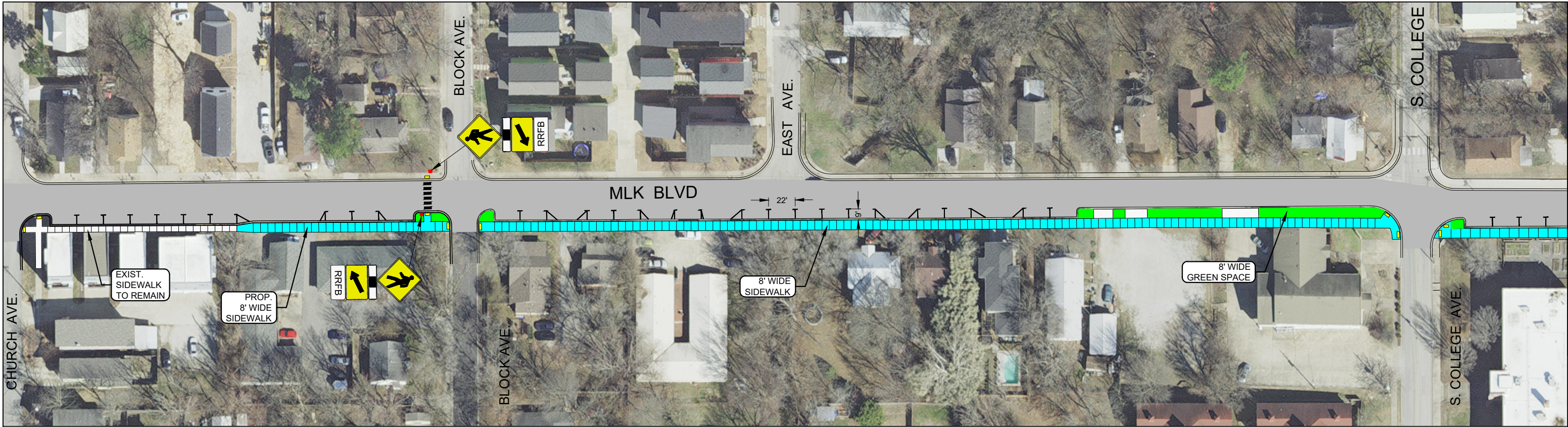
Therefore, the sponsor (subrecipient) must also comply with the requirements of Title VI and its responsibilities.

Upon receipt of ARDOT reimbursement, the subrecipient will be required to establish Title VI compliance. ARDOT's Title VI Coordinator or designee will contact the subrecipient to request the following information:

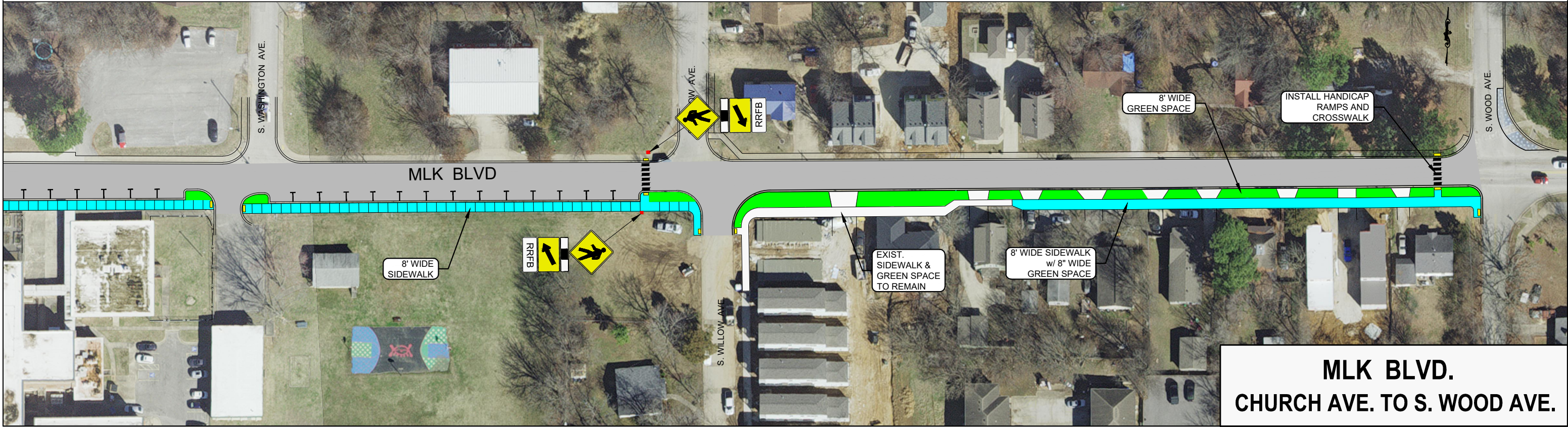
- **Name of designated Title VI/ADA/Section 504 Coordinator**
- **Notice of Nondiscrimination**
- **Complaint Procedure and Process**
- **Complaint Form**
- **Standard USDOT Title VI/Non-Discrimination Assurances**
 - Must be signed annually by highest ranking official

The Title VI Coordinator or designee will assist the subrecipient in establishing the information as needed. For further information or inquiries, please contact the Civil Rights Division at 501-569-2299.



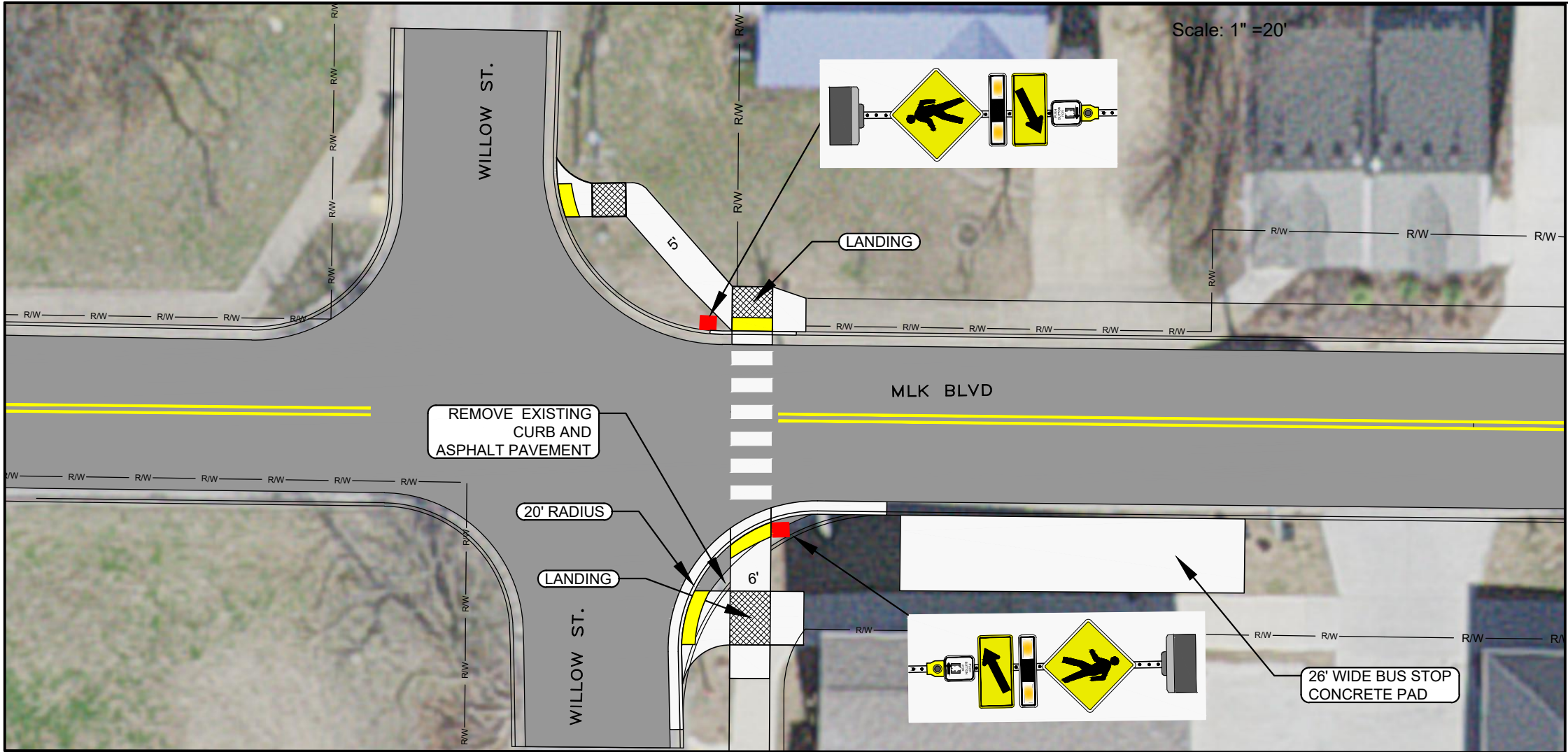


Scale: 1" = 40'

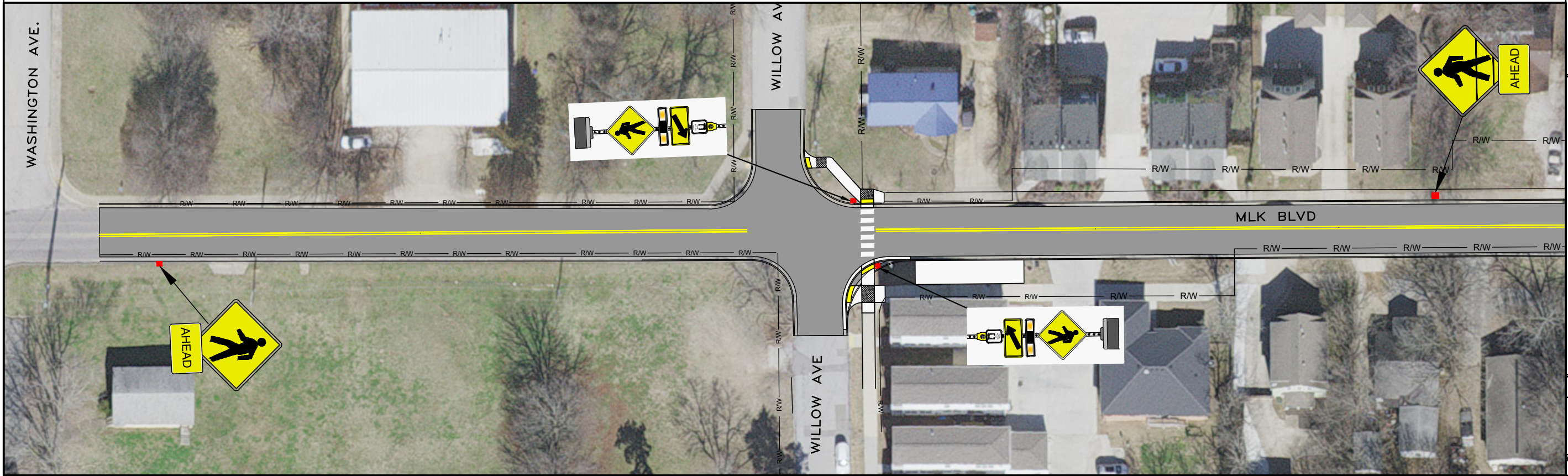


Scale: 1" = 40'

**MLK BLVD.
CHURCH AVE. TO S. WOOD AVE.**



Scale: 1" = 50'



SURVEYED BY:	
DRAWN BY:	LVA
DESIGNED BY:	MC
FILE NAME:	MLK-Willow Intersection.dwg

CITY OF FAYETTEVILLE
MLK BLVD - WILLOW STREET
INTERSECTION IMPROVEMENT

REVISED

CITY OF
FAYETTEVILLE
ARKANSAS
ENGINEERING DIVISION
113 W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701
PHONE (479) 575-3008
WWW.FAYETTEVILLE-AR.GOV

Dec. 12, 2024

1

PROJECT: MLK-Willow Intersection



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops

FROM: Jared Rabren, Airport Director

SUBJECT: **GARVER, LLC. (SERVICE CONTRACT):**

RECOMMENDATION:

The Aviation Division requests approval to execute Task Order 11 in the amount of \$38,000 for Garver, LLC to provide project engineering services related to the acquisition of a new Aircraft Rescue and Fire Fighting (ARFF) vehicle for Fayetteville – Drake Field Airport, and approval of a budget adjustment.

BACKGROUND:

Fayetteville-Drake Field ARFF Aircraft Rescue and Fire Fighting services are currently provided by a single E-One ARFF truck that is over 20 years old. The vehicle has required more frequent maintenance with age, and the lack of a secondary ARFF truck results in interruptions to airport ARFF services. Additionally, the Federal Aviation Administration (FAA) classifies Drake Field current ARFF capabilities as Index A, limiting the airport's ability to accommodate demand for larger charter aircraft. Acquisition of a new ARFF vehicle will allow Drake Field to provide reliable ARFF services and satisfy charter demand by increasing Drake Field's ARFF Index to B.

DISCUSSION:

Approval of Task Order 11 will authorize Garver to proceed with consultation services for procurement, contracting, and delivery of a new ARFF vehicle. The City intends to utilize the Helping Governments Across the County Buy (HGACBuy) government procurement program. Bids through HGACBuy are expected to be received in Summer 2025. Upon receipt of an acceptable bid, Garver, in collaboration with the Aviation Division, will prepare an FAA AIP grant application that will be submitted for signature of the Mayor. The AIP grant is expected to cover 95% of the project costs. At the conclusion of the project the Aviation Division will apply for an Arkansas Department of Aeronautics (ADA) grant for the remaining 5% of project costs.

Upon receipt of an FAA grant offer in Fall 2025, the Airport Division will seek approval from the Council to execute the grant offer and execute a procurement contract with the lowest responsive and responsible bidder. Below is a summary of the anticipated project costs and funding breakdown. All costs associated with this task order are included in the total project cost.

<i>Administration and Other Costs (Estimated)</i>	\$2,000		
Engineering Services (Task Order 11):	\$38,000.00	FAA:	\$1,439,250.00
<i>ARFF Vehicle Procurement (Estimated):</i>	<u>\$1,475,000.00</u>	ADA:	<u>\$75,750.00</u>

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

TOTAL:

\$1,515,000.00

TOTAL: \$1,515,000.00

BUDGET/STAFF IMPACT:

The Aviation Division may expend up to \$38,000 of its fund balance reserve for costs associated with Task Order 11. This amount includes \$1,900 for the City's 5% share of Engineering Services and \$36,100 for cash flow to cover the FAA's 95% share of Engineering Services until reimbursement in Summer 2025

ATTACHMENTS: SRF (#3) , BA (#4), Garver Task Order 11 (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-593

GARVER, LLC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE TASK ORDER NO. 11 WITH GARVER, LLC. IN THE AMOUNT OF \$38,000.00 FOR CONSULTATION SERVICES RELATED TO THE ACQUISITION OF A NEW AIRCRAFT RESCUE AND FIRE FIGHTING VEHICLE FOR DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Drake Field Aircraft Rescue and Fire Fighting (ARFF) services are currently provided by a single truck that is over 20 years old; and

WHEREAS, acquisition of a new ARFF vehicle will allow Drake Field to provide more reliable ARFF services, satisfy charter demand, and improve Drake Field's ARFF Index; and

WHEREAS, Task Order 11 will authorize Garver to proceed with consultation services for procurement, contracting, and delivery of a new Aircraft Rescue and Fire Fighting vehicle.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Task Order No. 11 with Garver, LLC in the amount of \$38,000.00 for consulting services related to the acquisition of a new Aircraft Rescue and Fire Fighting vehicle for Drake Field.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-593

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jared Rabren

4/29/2025

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests approval to execute Task Order 11 in the amount of \$38,000 for Garver, LLC to provide project engineering services related to the acquisition of a new Aircraft Rescue and Fire Fighting (ARFF) vehicle for Fayetteville – Drake Field Airport, and to process a budget adjustment.

Budget Impact:

5550.760.3960-5860.02

Airport

Account Number

Fund

05046.2501

Airport Expansion Equipment Project

Project Number

Project Title

Budgeted Item? No

Total Amended Budget
Expenses (Actual+Encum)

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ 38,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 38,000.00

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2025	AIRPORT SERVICES (760)	
	Requestor: Dee Simpson	

Funds are requested to execute Task Order 11 with Garver in the amount of \$38,000.00 for the acquisition of a new Aircraft Rescue and fire Fighting Vehicle.

	COUNCIL DATE:	5/20/2025
	ITEM ID#:	2025-593
	Holly Black	
	4/30/2025 9:14 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



APPENDIX A-11

TASK ORDER 11 FAYETTEVILLE – DRAKE FIELD AIRPORT AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE ACQUISITION

This TASK ORDER is made as of _____, 2025 by and between the **CITY OF FAYETTEVILLE** of Fayetteville, Arkansas hereinafter referred to as “**CITY OF FAYETTEVILLE**”) and **Garver, LLC**, hereinafter referred to as “**Garver**” in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 12, 2020 (the “Agreement”).

Under this Task Order, the CITY OF FAYETTEVILLE intends to:

Acquire one (1) FAA compliant ARFF truck that would carry fluorine-free firefighting agent and 1,500 gallons of water and provide Index B ARFF coverage through the HGACBuy program.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide services as detailed in Exhibit A-11.

1.2 In addition to those obligations set forth in the Agreement, CITY OF FAYETTEVILLE shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Establish an account with the HGACBuy program and pay all associated fees and provide Garver access to the CITY OF FAYETTEVILLE’s account.
- 1.2.3 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Task Order.
- 1.2.4 Pay all plan review and advertising costs in connection with the project.
- 1.2.5 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as CITY OF FAYETTEVILLE may require.
- 1.2.6 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis.

The table below presents a summary of the fee amounts and fee types for this Task Order.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
PROJECT ADMINISTRATION	\$13,150	LUMP SUM
PROCUREMENT PACKAGE CONSULTATION	\$10,900	LUMP SUM
CONTRACTING AND DELIVERY CONSULTATION	\$13,950	LUMP SUM
TOTAL FEE	\$38,000.00	

The CITY OF FAYETTEVILLE will pay GARVER the lump sum amount not to exceed \$38,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-10.

As directed by the CITY OF FAYETTEVILLE, some billable Services may have been performed by Garver prior to execution of this Task Order. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the CITY OF FAYETTEVILLE.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-10 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Task Order:

3.1.1 Appendix A-11 - Scope of Services

3.1.2 Appendix B-11 – Manhour Tables

This Task Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : _____
Mayor, Molly Rawn

By: Adam T. White

ATTEST:

By: _____
City Clerk

Title: Vice President

EXHIBIT A-11 (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for procurement of one Airport Rescue and Fire Fighting (ARFF) vehicle for Drake Field. Procurement is anticipated to include one (1) FAA compliant ARFF truck that would carry fluorine-free firefighting agent and 1,500 gallons of water and provide Index B ARFF coverage.

- Project Administration
- Procurement Package Consultation
- Contracting and Delivery Consultation

1. PROJECT ADMINISTRATION

- 1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.
- 1.2. Garver will assist in development of an FAA grant application and reimbursement packets for review, execution, and submittal to FAA by the Owner.
- 1.3. Garver will provide project management necessary for completion of the project including contracting, resource management, internal design coordination, maintaining project files, preparation of monthly invoicing and other miscellaneous tasks.
- 1.4. After acceptance of the vehicle, Garver will assist the Owner with grant closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 90 calendar days of receipt of all documents from the Manufacturer and final payment to the Manufacturer.

2. PROCUREMENT PACKAGE CONSULTATION

- 2.1. The Owner intends to utilize the Helping Governments Across the Country Buy (HGACBuy) government procurement program.
- 2.2. Procurement Consultation. Garver will assist the Owner in developing ARFF vehicle requirements and specifications, determining equipment availability and suitability within the HGACBuy program, and establishing equipment AIP eligibility. Consultation services may include:
 - 2.2.1. Prepare an agenda, attend, and prepare meeting minutes for a procurement kickoff meeting with the Owner and FAA. The meeting will be held virtually.
 - 2.2.2. Provide coordination with the Owner, FAA, HGACBuy program officials and equipment manufacturers.
 - 2.2.3. Hold up to two (2) virtual coordination meetings as necessary based on the results of the project coordination efforts.
 - 2.2.4. Prepare technical specifications using FAA "Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles" AC 150/5220-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA or when state or local standards are approved by the FAA.
 - 2.2.5. Prepare a recommendation of award.

3. CONTRACTING AND DELIVERY CONSULTATION

3.1. Upon completion of procurement package consultation, Garver shall begin the contracting and delivery consultation. Vehicle delivery schedule is anticipated to be as long as 30 months. Consultation services may include:

- 3.1.1. Assistance with execution of purchase order or HGACBuy contract documents.
- 3.1.2. Provide coordination with the Owner, FAA, HGACBuy program officials and equipment manufacturers.
- 3.1.3. Issue notice to proceed and hold contracting kickoff meeting with manufacturer.
- 3.1.4. Prepare submittal log and review submittal documents
- 3.1.5. Review manufacturer pay applications.
- 3.1.6. Provide progress update reports to the Owner and FAA as required.
- 3.1.7. Develop vehicle inspection checklist.
- 3.1.8. Coordinate vehicle delivery and Owner training.
- 3.1.9. Respond to manufacturer RFIs.
- 3.1.10. Prepare change orders.
- 3.1.11. Participate in delivery inspection.
- 3.1.12. Coordinate punchlist completion.

4. PROJECT DELIVERABLES

4.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 90% Final Specifications to Owner and FAA.
- 100% Issued for Bid Specifications to Owner and FAA.
- Issued for Construction Specifications to Owner, Manufacturer, and FAA
- Approved submittals to the Manufacturer
- Project closeout documents.
- Electronic files as requested.

5. ADDITIONAL SERVICES

5.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Engineering, architectural, or other professional services beyond those listed herein.
- Redesign for the Owner's convenience or due to changed conditions after previous direction.
- Deliverables beyond those listed herein including a bid package, plans, contract documents, or engineer's report.
- Bidding services.
- Environmental services included but not limited to AFFF testing or monitoring.
- ARFF Station design or modification services.
- Change orders required for reasons outside of Garver's control.
- Acquisition of "Turnout" or "Bunker" gear.
- Administrative services typical to FAA construction projects including payroll & DBE compliance review.
- Pre-delivery equipment inspection at the manufacturing facility.
- Equipment testing or certification.
- Services after equipment acceptance not specifically identified such as warranty follow-up and operations support.

6. **SCHEDULE**

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-11**City of Fayetteville - Drake Field
ARFF Vehicle Acquisition****Project Administration**

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	AM-2
	hr	hr	hr	hr	hr
1. Project Administration					
Accounting Administration		2			
Coordination with Client		2			
Coordination with FAA		2			
Internal Coordination	1	4	4	2	
Project Scoping		2	1	1	
Technical Specifications			4		
Contract Preparation	1		4		
Draft and Submit FAA Grant Application		1			6
Develop Reimbursement Packages (4 estimated)		2			8
Grant Closeout		2		8	
Project Management		8			
Subtotal - Project Administration	2	25	21	11	14

Hours	2	25	21	11	14
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SUBTOTAL - SALARIES:	\$15,531.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$19.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$19.00
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SUBTOTAL:	\$15,550.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$15,550.00
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Exhibit B-11**City of Fayetteville - Drake Field
ARFF Vehicle Acquisition****Procurement Package Consultation**

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1
	hr	hr	hr	hr	hr
1. Civil Engineering					
Procurement Kickoff Meeting Agenda			2		
Procurement Kickoff Meeting		1	1	1	
Procurement Kickoff Meeting Minutes			1		
HGAC Program Coordination			2		8
Manufacturer Coordination & Outreach			6		20
Coordination Meeting Agenda			2		2
Coordination Meeting (2 Virtual)			4		4
Coordination Meeting Minutes			1		2
Technical Specifications			4		
Prepare Recommendation of Award			2		
Subtotal - Civil Engineering	0	1	25	1	36

Hours	0	1	25	1	36
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SUBTOTAL - SALARIES:	\$10,861.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$39.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$39.00
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SUBTOTAL:	\$10,900.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$10,900.00
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Exhibit B-11**City of Fayetteville - Drake Field
ARFF Vehicle Acquisition****Contracting and Delivery Consultation**

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	AM-2
	hr	hr	hr	hr	hr
1. Civil Engineering					
Prepare Purchase Order/Contract Documents		1	1	4	
External Project Coordination		1	4	2	
Prepare and Distribute Notice To Proceed			1		
Prepare for Preconstruction Meeting			2		
Attend Preconstruction Meeting (2 people, virtual)			6	1	
Prepare and Distribute Preconstruction meeting minutes			1		
Progress Update Coordination			6		
applications)			2	8	
Technical Specifications			4		
Develop Submittal Log				2	
Review Vehicle Submittals/O&M Manuals			2	4	
Coordinate On-Site Manufacturer Training			1		
Develop Delivery Inspection Checklist				2	
Prepare Change Orders		1	1	4	
Response to Contractor and RPR Inquiries			2	2	
Delivery Inspection				8	
Punchlist Coordination		1		4	
Subtotal - Civil Engineering	0	4	33	41	0

Hours	0	4	33	41	0
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SUBTOTAL - SALARIES:	\$15,518.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$54.00
Travel Costs	\$250.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$304.00
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SUBTOTAL:	\$15,822.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$15,822.00
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MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Jared Rabren, Airport Director
SUBJECT: **PAVEMENT CRACK REPAIR (GRANT APPLICATION):**

RECOMMENDATION:

The Aviation Division requests approval to apply for an Arkansas Division of Aeronautics (ADA) grant to fund 90% of project costs for a proposed pavement crack seal and remarking project at Fayetteville – Drake Field.

BACKGROUND:

The east general aviation apron pavements provide access to the T-hangar facilities located at the northeast corner of airport. The 30-plus year old pavements are generally performing adequately; however, low- to moderate severity cracks have developed throughout the apron. More severe cracks have started to develop at the far eastern edge of the apron. This project will seal low- to moderate severity cracks and repair high severity cracks to extend the life of the apron pavements, delaying the need for most costly pavement reconstruction. This project will also address pavement marking deficiencies noted during the airports most recent FAA Part 139 inspection completed in March 2025.

DISCUSSION:

This project is included in the Airport's Capital Improvement Plan (CIP). Upon receipt of an ADA Grant Offer, the Aviation Division will seek approval from Council to execute the grant offer and execute a Task Order with Garver, LLC to provide design and construction phase services for the project. The ADA grant will cover 90% of project costs, with the remainder to be funded by the City

Below is a summary of the anticipated project costs and funding breakdown for the project.

Design and Construction Phase Services ¹ :	\$29,000.00	ADA: \$200,000.00
<u>Construction (Estimated):</u>	<u>\$195,000.00</u>	<u>City: \$24,000.00</u>
TOTAL:	\$224,000.00	TOTAL: \$224,000.00

1. Future Task Order with Garver, LLC pending receipt of ADA Grant Offer.

BUDGET/STAFF IMPACT:

No staff or budget impacts at this time. After receipt of a grant offer, the Aviation Division will seek approval from Council to execute a design services Task Order with Garver, LLC, and process a budget adjustment.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3) , ADA 90-10 Grant Application Package (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-572

**ARKANSAS DEPARTMENT OF AERONAUTICS GRANT APPLICATION -
\$200,000 (DRAKE FIELD PAVEMENT & REMARKING PROJECT):**

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF \$200,000.00 TO FUND 90% OF THE COSTS OF THE PAVEMENT CRACK SEALING AND REMARKING PROJECT AT DRAKE FIELD

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE,
ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to submit an application for an Arkansas Department of Aeronautics Grant in the amount of \$200,000.00 to fund 90% of the costs of the pavement crack sealing and remarking project at Drake Field Airport.

City of Fayetteville Staff Review Form

2025-572

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jared Rabren

4/24/2025

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests approval for the Aviation Division to apply for an Arkansas Division of Aeronautics (ADA) grant to fund 90% of project costs for a proposed pavement crack seal and remarking project at Fayetteville – Drake Field.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget
Expenses (Actual+Encum)

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

May 20, 2025

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field
FYV Pavement Crack Repair
Application for Airport Aid (ADA 90-10 Grant)

Dear Mr. Chism:

The City of Fayetteville appreciates the continued partnership of the Arkansas Department of Aeronautics in improving Fayetteville- Drake Field. In continuation of this partnership, we are pleased to submit to you this enclosed application for state airport aid.

This project will primarily consist of sealing pavement cracks and remarking the east general aviation apron at Fayetteville-Drake Field. The 30-plus year old pavements are generally performing adequately; however, low- to moderate severity cracks have developed throughout the apron. High severity cracks have also developed at the far eastern edge of the apron (easternmost 60 ft of the apron). The open cracks allow water to penetrate the pavement system which is expected to compromise the subgrade and reduce pavement life. This project will seal low- to moderate severity cracks and repair high severity cracks to extend the life of the apron pavements. Localized repair of failed crack sealant along the longitudinal centerline of Taxiways A, Taxiway B, and Taxiway C is also proposed.

We respectfully request consideration of this matching grant for the amount of \$200,000.00 on the upcoming agenda. We greatly appreciate your consideration of this grant.

Please call me or Kyle Bennett with Garver if you have any questions or comments.

Sincerely,

Mr. Jared Rabren
Airport Director

Attachments: State Airport Aid Application
Project Budget
Project Exhibit

Cc: Kyle Bennett, Garver

State Airport Aid Application – Page 1

The City/County of Fayetteville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: May 20, 2025

Name of Airport: Fayetteville – Drake Field (FYV)

Name and address of City/County Commission sponsoring request:

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Phone Number: 479-575-8330

Fax Number: 479-585-8257

Person to Contact about project:

Jared Rabren Airport Director
City of Fayetteville
Fayetteville – Drake Field

Phone Number: 479-718-7644

Cell Number: _____

Fax Number: 479-718-7646

Name and address of Engineering Firm (if applicable):

Garver
2049 E. Joyce Blvd.
Suite 105
Fayetteville, AR 72703

Contact Person: Kyle Bennett

Phone/Fax Number: 479-527-9100

Describe the work to be accomplished: This project will primarily consist of sealing pavement cracks and remarking the east general aviation apron. Localized replacing of failed crack sealant along Taxiway A, Taxiway B, and Taxiway C centerlines is also included. This rehabilitation will protect the pavement subgrade from moisture intrusion and extend pavement life.

State and Local Project Costs:
Please indicate:

Federal AIP Projects:

AIP Number: N/A

☐ 50-50% Match

☐ 80-20% Match

☒ 90-10% Match

☐ 100

☐ 95-5% Match

☐ 90-10% Match

Total Cost of Project: \$224,000.00
Local Share/Funds: \$24,000.00
Local Share/In-Kind: _____
State Share: \$200,000.00

Total Cost of Project: _____
Federal Share: _____
State Share: _____
Local Share: _____

7-1-18

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (90%) City of Fayetteville (10%)

Source of In-Kind Services: N/A

Estimated starting date of project: July 1, 2025

Estimated completion date of project: June 30, 2026

Project will be for: New Airport **Existing Airport**

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Greg Leding

State Representative: Denise Garner

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Department's annual appropriation.*

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this _____ day of _____, 2025 .

Molly Rawn

Name of Sponsor

Authorized Signature

Mayor

Title

**FAYETTEVILLE - DRAKE FIELD AIRPORT
FYV PAVEMENT CRACK REPAIR
ENGINEER'S OPINION OF PROBABLE COST**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S OPINION OF PROBABLE COST	
					UNIT PRICE	AMOUNT
1	SS-120	Construction Safety and Phasing	LS	1	\$10,000.00	\$10,000.00
2	C-105	Mobilization (Maximum of 5% of Bid)	LS	1	\$8,000.00	\$8,000.00
3	P-101	Low Severity Crack Repair	LF	39,000	\$2.00	\$78,000.00
4	P-101	Pavement Surface Preparation	LS	1	\$40,000.00	\$40,000.00
5	P-101	Moderate Severity Crack Repair	LF	3,000	\$3.00	\$9,000.00
6	P-101	High Severity Crack Repair	LF	2,000	\$10.00	\$20,000.00
7	P-620	Pavement Markings (Reflective)	SF	7,100	\$1.50	\$10,650.00
8	P-620	Pavement Markings (Non-Reflective)	SF	12,600	\$1.50	\$18,900.00

TOTAL CONSTRUCTION COST - \$195,000.00

ENGINEERING SERVICES

DESIGN AND CONSTRUCTION SERVICES \$29,000.00

TOTAL PROJECT COST - \$224,000.00

PROJECT FUNDING	TOTAL
ADA 10-90% MATCH (90%) (\$200,000 CAP)	\$200,000.00
LOCAL (10%)	\$24,000.00
TOTAL PROJECTED FUNDING	\$224,000.00





MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Jared Rabren, Airport Director
SUBJECT: **ARKANSAS DIVISION OF AERONAUTICS (GRANT APPLICATION):**

RECOMMENDATION:

The Aviation Division requests approval to apply for an Arkansas Division of Aeronautics (ADA) grant to fund 80% of project costs for a proposed Hangar Infrastructure Improvements Phase 2 project at Fayetteville – Drake Field.

BACKGROUND:

The hangar shortage at Drake Field has been an ongoing concern for several years, and like many airports, we have a long hangar waiting list. We have been approached by multiple developers wanting to construct new hangars on the airfield, but the lack of existing infrastructure has deterred developers from moving forward with construction. Phase 1 of the Hangar Infrastructure Improvements project is currently in construction. Upon completion, this project will provide new water utility infrastructure for future development of clear span hangars adjacent to the east side of the GA Apron. With utility infrastructure in place, we will be poised to construct Phase 2 which will include performing site development work and building pad construction. Specifically, the project includes asphalt pavement removal, earthwork, utility extension, and necessary drainage improvements for future hangar development space on the east side of the existing GA Apron.

DISCUSSION:

This project is included in the Airport's Capital Improvement Plan (CIP). Upon receipt of an ADA Grant Offer, the Aviation Division will seek approval from Council to execute the grant offer and execute a Task Order with Garver, LLC to provide design and construction phase services for the project. The ADA grant will cover 80% of project costs, with the remainder to be funded by the City.

Below is a summary of the anticipated project costs and funding breakdown for the project.

Design and Construction Phase Services ¹ :	\$46,000.00	ADA:\$300,000.00
<u>Construction (Estimated):</u>	<u>\$330,500.00</u>	<u>City: \$76,500.00</u>
TOTAL:	\$376,500.00	TOTAL: \$376,500.00

1. Future Task Order with Garver, LLC pending receipt of ADA Grant Offer.

BUDGET/STAFF IMPACT:

No staff or budget impacts at this time. After receipt of a grant offer, the Aviation Division will seek approval from Council to execute a design services Task Order with Garver, LLC, and process a budget adjustment.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3) , Grant Application (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-605

**ARKANSAS DEPARTMENT OF AERONAUTICS GRANT APPLICATION - \$300,000
(DRAKE FIELD HANGAR IMPROVEMENTS):**

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF \$300,000.00 TO FUND 80% OF THE COSTS OF THE HANGAR INFRASTRUCTURE IMPROVEMENTS PHASE 2 PROJECT AT DRAKE FIELD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to submit an application for an Arkansas Department of Aeronautics Grant in the amount of \$300,000.00 to fund 80% of the costs of the Hangar Infrastructure Improvements Phase 2 project at Drake Field.

City of Fayetteville Staff Review Form

2025-605

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jared Rabren

4/30/2025

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests approval to apply for an Arkansas Division of Aeronautics (ADA) grant to fund 80% of project costs for a proposed Hangar Infrastructure Improvements Phase 2 project at Fayetteville – Drake Field.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget
Expenses (Actual+Encum)

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

April 29, 2025

Jerry Chism
Arkansas Division of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field Airport (FYV)
FYV Hangar Infrastructure Improvements Phase 2
Application for Airport Aid (ADA 80-20 Grant)

Dear Mr. Chism:

The City of Fayetteville appreciates the continued partnership of the Arkansas Division of Aeronautics in improving Fayetteville – Drake Field. In continuation of this partnership, we are pleased to submit to you this enclosed application for state airport aid.

The hangar shortage at Drake Field has been an ongoing concern for several years, and like many airports, we have a long hangar waiting list. We have been approached by multiple developers wanting to construct new hangars on the airfield, but the lack of existing infrastructure has deterred developers from moving forward with construction.

Thanks to your assistance, Phase 1 of the Hangar Infrastructure Improvements project is currently in construction. Upon completion, this project will provide new water utility infrastructure for future development of clear span hangars adjacent to the east side of the GA Apron. With utility infrastructure in place, we will be poised to construct Phase 2 which will include performing site development work and building pad construction. Specifically, the project includes asphalt pavement removal, earthwork, utility extension and necessary drainage improvements for future hangar development space on the east side of the existing GA Apron.

For the construction of Phase 2, we respectfully request consideration of this 80/20 matching grant in the amount of \$300,000.00 on the upcoming agenda. We greatly appreciate your consideration of this grant.

Please call me or Chase Allison with Garver if you have any questions or comments.

Sincerely,

Mr. Jared Rabren
Airport Director

Attachments: State Airport Aid Application
Project Budget
Project Exhibit

Cc: Kyle Bennett, Garver
Chase Allison, Garver

State Airport Aid Application – Page 1

The City/~~County~~ of Fayetteville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: April 30, 2025

Name of Airport: Fayetteville - Drake Field (FYV)

Name and address of City/~~County~~ Commission sponsoring request:

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Phone Number: 479-575-8330

Fax Number: 479-585-8257

Name and address of Engineering Firm (if applicable):

Garver
2049 Joyce Blvd.
Suite 105
Fayetteville, AR 72703

Person to Contact about project:

Jared Rabren, Airport Director
City of Fayetteville
Fayetteville – Drake Field

Phone Number: 479-718-7644

Cell Number: _____

Fax Number: 479-718-7646

Contact Person: Chase Allison

Phone/Fax Number: 479-527-9221

Describe the work to be accomplished: This project will primarily consist of asphalt pavement removal, earthwork, waterline extension with associated appurtenances, and necessary drainage improvements for the future hangar development space on the east side of the existing GA Apron.

State and Local Project Costs:

Please indicate:

☐ 50-50% Match

☒ 80-20% Match

☐ 90-10% Match

☐ 100%

Total Cost of Project \$376,500.00

Local Share/Funds \$76,500.00

Local Share/In-Kind _____

State Share \$300,000.00

Federal AIP Projects:

AIP Number: _____

☐ 95-5% Match

☐ 90-10% Match

Total Cost of Project: _____

Federal Share: _____

State Share: _____

Local Share: _____

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Division of Aeronautics (80%) City of Fayetteville (20%)

Source of In-Kind Services: N/A

Estimated starting date of project: August 1, 2025

Estimated completion date of project: July 30, 2026

Project will be for: New Airport **Existing Airport**

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Greg Leding

State Representative: Denise Garner

State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Department's annual appropriation.*

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this _____ day of _____, 2025 .

Molly Rawn

Name of Sponsor

Authorized Signature

Mayor

Title

**CITY OF FAYETTEVILLE
HANGAR INFRASTRUCTURE IMPROVEMENTS PHASE 2
ENGINEER'S OPINION OF PROBABLE COST - SCHEDULE 1
EARTHWORK AND WATER LINE IMPROVEMENTS**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S OPINION OF PROBABLE COST	
					UNIT PRICE	AMOUNT
1	SS-111	Spot Dig and Verify Existing Utility Locations	LS	1	\$9,500.00	\$9,500.00
2	SS-111	8" DR-14 PVC C-900 Water Line	LF	315	\$120.00	\$37,800.00
3	SS-111	6" DR-14 PVC C-900 Water Line	LF	30	\$90.00	\$2,700.00
4	SS-111	Connect to Existing water Line	EA	1	\$4,000.00	\$4,000.00
5	SS-111	Ductile Iron Fittings	LB	250	\$25.00	\$6,250.00
6	SS111	8" Gate Valve	EA	1	\$4,750.00	\$4,750.00
7	SS-111	Fire Hydrant Assembly	EA	1	\$10,000.00	\$10,000.00
8	SS-111	Anchor Collar	EA	1	\$4,000.00	\$4,000.00
9	SS-111	Material Testing and Acceptance	LS	1	\$5,000.00	\$5,000.00
10	SS-120	Construction Safety and Security	LS	1	\$20,000.00	\$20,000.00
11	C-102	Erosion Control	LS	1	\$15,000.00	\$15,000.00
12	C-105	Mobilization (Max 5% of Bid)	LS	1	\$16,375.00	\$16,375.00
13	P-101	Asphalt Pavement Removal	SY	1,175	\$15.00	\$17,625.00
14	P-152	Unsuitable Excavation	CY	2,955	\$40.00	\$118,200.00
15	P-152	Borrow Excavation	CY	715	\$20.00	\$14,300.00
16	D-754	Drainage Improvements	LS	1	\$30,000.00	\$30,000.00
17	010200-1	Bonds and Insurance	LS	1	\$15,000.00	\$15,000.00

TOTAL CONSTRUCTION COST - SCHEDULE 1 \$330,500.00

TOTAL ENGINEERING AND OTHER SERVICES (ESTIMATED 15%) - SCHEDULE 1 \$46,000.00

TOTAL PROJECT COST - SCHEDULE 1 \$376,500.00

PROJECT FUNDING	TOTAL
ADA 80-20 MATCH (80%) (\$300,000 CAP)	\$300,000.00
City of Fayetteville (20% + Remainder)	\$76,500.00
TOTAL PROJECTED FUNDING	\$376,500.00



File: L:\2024\13-2402546 - FYV T Hangar Apron Development Ph 2\Drawings\EXHIBITS\2025-04-22 GA Hangar Cost Estimate.dwg, Last Save: 4/30/2025 2:26 PM Last saved by: VHLantz
Last plotted by: Lantz, Virginia H. (Glmv) Plot Style: AEC.ctb Plot Date: 4/30/2025 2:27 PM Plotter used: DWG To PDF.pc3



FUTURE 80' x 80' BOX HANGAR

— TLOFA —

TAXILANE OBJECT FREE AREA

— UGE —

EXISTING UNDERGROUND ELECTRIC LINE

— SS —

EXISTING SANITARY SEWER LINE

— W —

EXISTING WATER LINE

— G —

EXISTING NATURAL GAS LINE

— OHE —

EXISTING OVERHEAD ELECTRIC LINE

— X —

EXISTING PERIMETER FENCE

— CU_x —

EXISTING COMMUNICATION LINE

— FAA —

EXISTING FAA UTILITIES

— —

EXISTING ELECTRICAL DUCT

EXISTING FIRE HYDRANT

EXISTING SANITARY SEWER MANHOLE

EXISTING ELECTRIC STRUCTURES

EXISTING EDGE LIGHT

— W —

PROPOSED WATER LINE

PROPOSED FIRE HYDRANT

0.2% ANNUAL CHANCE FLOOD HAZARD

REGULATORY FLOODWAY

1% ANNUAL CHANCE FLOOD HAZARD

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DRAKE FIELD
FAYETTEVILLE, AR

FYV HANGAR INFRASTRUCTURE IMPROVEMENTS PHASE 2

PREMINLARY
PROJECT EXHIBIT

JOB NO.: 2402546
DATE: FEB 2025
DESIGNED BY: CKA
DRAWN BY: WBC

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXB-001

SHEET
NUMBER **1**

BY:				
DESCRIPTION:				
DATE:				
REV:				



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
SUBJECT: **IMAGETREND SOFTWARE MAINTENANCE ORDER FORM AND AGREEMENT (BID WAIVER):**

RECOMMENDATION:

Staff recommends approval of a bid waiver and request the Mayor's Signature on the ImageTrend Software Maintenance Order Form and Agreement at a cost of \$70,150 plus any applicable sales taxes for use by the Fayetteville Fire Department annually within approved budget. This resolution is for the purchase and the ongoing yearly renewable maintenance at \$56,300 plus any annual price escalations not to exceed 4% of the then-current price in any given year.

BACKGROUND:

The Fire Department's Current Records Management Software is being phased out by Tyler Technologies. We are mandated by the State of Arkansas and the United States Fire Administration to complete an incident report for every emergency call we respond to. We researched multiple software management systems. ImageTrend was the only company to offer solutions to meet the unique software data needs of the Fayetteville Fire Department. Specifically, Per Image Trend, the Fire Content Package within Continuum is proprietary to ImageTrend. Data that is essential to fire operations and required for credentialing as an accredited agency is auto generated to allow simple data capture measured against departmental accreditation performance indicators. In addition this software will also assist in processing data on all aspects of emergency responses including response times versus our benchmarks. It will analyze data that will be utilized for compliance at local and state levels. Data processed by the software helps in developing fire response capabilities, future fire station locations, current locations and types of fire apparatus in service.

DISCUSSION:

This software is the core of our department's operations. Continuum, a near real-time data reporting solution providing a live data feed populating Dashboards and Monitors is only available from ImageTrend. They are the sole source provider of this information that can be displayed over maps and graphical overlays giving an accurate representation of the Fayetteville Fire Department at any given time. As the sole source vendor of this software, they distribute on a use license basis. All data obtained and maintained within the software application is proprietary to and owned by the licensed user. ImageTrend does not distribute the source code to any other vendors or resellers and therefore development, modification or implementation of Elite and its modules and extensions can only be performed by ImageTrend. For these reasons, a bid waiver is being requested for procurement and usage of ImageTrend Software.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Funds are budgeted and available in the 2025 Budget and Work Program for the estimated cost of \$70,150 plus any applicable sales taxes. Subsequent funds will be budgeted each year for the annual software maintenance costs with the anticipated annual cost escalations. This resolution is for the purchase and the ongoing yearly renewable maintenance at \$56,300 plus any annual price escalations not to exceed 4% of the then-current price in any given year.

ATTACHMENTS: SRF (#3) , ImageTrend Order Form and Master Agreement (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-259

IMAGETREND SOFTWARE MAINTENANCE ORDER FORM AND AGREEMENT (BID WAIVER):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE A SOFTWARE MAINTENANCE AGREEMENT WITH IMAGETREND IN THE AMOUNT OF \$70,150.00 PLUS ANY APPLICABLE SALES TAXES FOR RECORDS MANAGEMENT SOFTWARE FOR THE FAYETTEVILLE FIRE DEPARTMENT

WHEREAS, the Fire Department's current records management software is being phased out by Tyler Technologies and, following research into multiple software management systems, staff identified ImageTrend as the only company to offer solutions to meet the unique software data needs of the Fayetteville Fire Department; and

WHEREAS, data that is essential to fire operations and required for credentialing as an accredited agency is auto-generated to allow simple data capture measured against departmental accreditation performance indicators; and

WHEREAS, this software will assist in processing data on all aspects of emergency responses, including response times versus benchmarks, and will analyze data that will be utilized for compliance at local and state levels; and

WHEREAS, ImageTrend does not distribute the source code to any other vendors or resellers and, therefore, development, modification or implementation of ImageTrend's software, its modules, and extensions can only be performed by ImageTrend.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes a software maintenance agreement with ImageTrend in the amount of \$70,150.00 plus any applicable sales taxes for records management software for the Fayetteville Fire Department.

City of Fayetteville Staff Review Form

2025-259

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Brad Hardin

4/23/2025

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a bid waiver and request the Mayor's Signature on the ImageTrend Software Maintenance Order Form and Agreement at a cost of \$70,150 plus any applicable sales taxes for use by the Fayetteville Fire Department annually within approved budget. This resolution is for the purchase and the ongoing yearly renewable maintenance at \$56,300 plus any annual price escalations not to exceed 4% of the then-current price in any given year.

Budget Impact:

1010.300.3020-5416.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 158,367.00

Expenses (Actual+Encum)

\$ 62,405.97

Available Budget

\$ 95,961.03

Does item have a direct cost? Yes

Item Cost

\$ 70,150.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 25,811.03

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

ORDER FORM

Prepared For:	Bill To:
Fayetteville Fire Department (AR)	Fayetteville Fire Department (AR) 303 W Center ST, Fayetteville, Arkansas, United States, 72701-5102

Salesperson	Quote Number	Order Form Date
Kristen Halpin Enterprise Account Executive	Q-10331v4	April 18, 2025
Contract Start Date	Subscription Term (Months)	
Date of Last Signature on this Order Form	12	

One Time Fees

Description	Qty	Fee Type	Unit Price	Total
Elite™ Fire Setup & Implementation	1	One Time	\$7,150	\$7,150
Onsite Training Session - 8 Hours	2	One Time	\$1,800	\$3,600
Travel	1	One Time	\$1,750	\$1,750
Modules Setup & Implementation	6	One Time	\$225	\$1,350
Total Net Price				\$13,850

Recurring Fees

Description	Qty	Fee Type	Unit Price	Total
Elite™ Fire - SaaS	1	Recurring	\$22,750	\$22,750
CAD Distribution	1	Recurring	\$4,000	\$4,000
Staffing Solution Integration	1	Recurring	\$3,500	\$3,500
Data Mart™ Subscription	1	Recurring	\$5,000	\$5,000
Continuum® for Fire	1	Recurring	\$9,750	\$9,750
Customer Success Offering - Premier	1	Recurring	\$15,000	\$15,000
Total Net Price				\$56,300

Total Year 1:	\$70,150
Total Recurring:	\$56,300
Total One time:	\$13,850
Total Contract Value:	\$70,150

Incident

Category	Incidents
Elite	13,000
Continuum	13,000

This Order Form is subject to the terms of the Master Subscription Agreement attached between Fayetteville Fire Department (AR) and ImageTrend.

This proposal is valid for 90 days from the date listed above.

Additional Terms:

- One Time Fees are due upon contract signature.
- Recurring fees will be invoiced annually in advance, beginning on the Effective Date, unless Customer provides notice of cancellation in accordance with the MSA, no less than sixty (60) days prior to the end of a Subscription Term.
- Customer's subscription to a Service will automatically renew for a one-year Subscription Term at the end of each prior Subscription Term.
- Recurring fees are subject to price increases each year following the first year of the Subscription Term, and will not exceed 4% of the then-current price in any given year.
- Any terms not defined herein shall have the same meaning as defined in the Master Subscription Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Fayetteville Fire Department (AR)		ImageTrend	
Name		Name	Jon Sachs
Title		Title	CFO
Signature		Signature	 Jon Sachs (Apr 22, 2025 21:03 MDT)
Date		Date	Apr 22, 2025

IMAGETREND ELITE FIRE STATEMENT OF WORK

ImageTrend Elite™ is a centralized, web-based system that offers fire data collection, analysis and reporting in one enterprise solution. Elite Fire supports the identification of evolving problems or successes in fire prevention and suppression while simultaneously providing secure access of that information to authorized personnel from anywhere, at any time. The information can be used to set priorities, make plans and ultimately improve public safety.

IMAGETREND RESPONSIBILITIES

- Create Elite site.
- Facilitate site setup.
- Provide client with education materials on using and managing their Elite site.
- Continue supporting the client with their Elite site and integrations.

CLIENT RESPONSIBILITIES

- Administer and manage Elite site, including end-user access and training.
- Provide required details for purchased integrations.

PREREQUISITES

- Client has an executed contract for Elite.

IMAGETREND DELIVERABLES

- ImageTrend will facilitate the complete and successful transfer of all legacy data from the client's old site to their new Elite site.

Data migration consists of many facets and we will work with you to import your legacy data from the previous providers. Both NFIRS (TXT) and NEMSIS (XML) file formats can be accepted as a standard. If the data format differs from either of these formats, then we will need additional discovery to scope the request.

Depending upon the standard and format of the legacy Training/Activity, Location, Occupant, and Inspection data, ImageTrend can import your legacy information into Elite. Elite's standard offering provides clients with spreadsheet workbooks to populate data from their legacy systems and/or database. These workbooks are in CSV format and contain multiple tabs to account for each data relationship associated with the data. If your data does not meet the standardized fields in the workbooks, we would require further discovery, project scope, and additional cost outlined in a mutually agreed upon SOW. ImageTrend's hourly rate for custom dev is \$225 per hour.

ImageTrend will import all legacy NFIRS fields into Elite. The non-NFIRS fields listed below will be imported via SQL script at no additional cost. If we identify additional required fields needed during the implementation process that ImageTrend cannot map into Elite, we would require further discovery, project scope and additional cost outlined in a mutually agreed upon SOW. ImageTrend's hourly rate for custom dev is \$225 per hour.

- apparatus enroute time
- incident GPS coordinates
- in service time
- narratives
- PSAP/dispatch time
- apparatus staged time
- back at home time (if this is the same as back in station)

There are three phases for the legacy data import process:

Phase 1: Initial Review and Import—ImageTrend will import the workbooks from the City and will notify the City upon completion. The City will have two weeks to review the data and modify any data that is in error.

Phase 2: Secondary Review and Import—ImageTrend will import any updated data provided by the City. The City will have two weeks to review the data.

Phase 3: Final Import: ImageTrend will import the final workbooks from the City prior to going live. All previously imported data will be deleted to ensure a clean transition. The timing of this will be coordinated with the City.

- ImageTrend will provide the client with login credentials for Elite administrators.

IMAGETREND FIRE CONTINUUM STATEMENT OF WORK

The Continuum module within the system is an integrated solution designed to make monitoring Client's system easy. Continuum analyzes the data within the Client's system as it is added or updated to provide Client with notifications and easy-to-view charts, tabular reports, and maps based on the data you need without requiring Client to build reports or manually check its system. The base Continuum offering includes the following primary components:

- **Monitors** - Continuum Monitors are predefined analytics, built by ImageTrend using industry-wide best practices and metrics. Groups of similar Monitors are organized in Continuum Domains. Within each Monitor, you can drill down and expand for more detail. The end result is easily accessible information that can help you turn your data into wisdom. Make more informed decisions, impact operations and improve patient care with Continuum.
- **Data Sets** -- Following is a list of the available data sets that are currently available in Continuum to create new monitors based upon the information that you collect with your Elite system. New data sets are added to Continuum as they become available for ImageTrend Elite.
 - Elite Agency Location
 - Elite Facility
 - Elite Fire
 - Elite Personnel
 - EMS CAD
 - Fire Content Package
 - Inspections
 - Locations
 - Occupants
- **Domains** -- In Continuum, a Domain is the term used to refer to dashboards and monitors related to different overarching subjects (e.g., Public Health Incidents).

The following domain is available by default as part of what is included with the base Continuum Fire offering. These domains include the charts, maps, and tabular reports that you need for presentations to your system stakeholders.

- **Fire Board Report**
The Continuum Fire Board Report domain includes dashboard content and monitors that pertain to various types of information that is useful for presentations to your Fire Board of Directors and other stakeholders. Information included in this domain include: Overall System Statistics, 911 Responses, Incident Types, Mutual Aid given and received, Fire and Civilian Casualties, Property Lost and Saved, etc.
- The Fire Board Report domain is included as part of the base Continuum offering.
As part of this task, ImageTrend will provide training to the designated members of the Client Implementation Team to provide an overview of Continuum.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule the Training Session with the Client's Project Manager.
- Provide required skills and any pre-requisite training required by trainees.

- Provide the Client access to Continuum through their Elite site.
- Coordinate and support the remote configuration of Continuum.

CLIENT RESPONSIBILITIES

- With ImageTrend assistance, configure Continuum.
- Coordinate the location and scheduling of the remote Training Session with ImageTrend's Project Manager.
- Identify and schedule the Training Session trainees.
- Ensure that the designated trainees attend the scheduled Training Session.

PREREQUISITES

- Set up Elite Environment
- Client has begin inputting data into the Elite Environment

IMAGETREND DELIVERABLES

- Fully operational Continuum tool configured in environment.
- Training trainee pre-requisite training and required skill set.
- Completed Training Session per the Project Schedule.

TASK COMPLETION CRITERIA

- Completed Training Session.
- Trainees have been adequately trained on the agreed upon Training topics and are able to use Continuum effectively.
- 30 day testing/verification period to validate the accurate and complete display of data within the dashboards.

DATA MART STATEMENT OF WORK

Data Mart is the solution that provides clients the ability to extend and expand their system and give them more control over their data. The Data Mart makes available a replicated copy of the Elite solution reporting database(s) into the client's own managed database environment. The Data Mart is ideal for clients who have technical staff, analysts and other staff looking to dive deeper into their data by using their own reporting, analysis and business intelligence tools. It will also serve as a powerful tool in connecting and combining Elite data with other internal data sources.

IMAGETREND RESPONSIBILITIES

- Coordinates kick off call with ImageTrend technical representative, client and client IT.
- Send client VPN Workbook.
- Configure VPN Tunnel.
- Complete an initial full load of data to the data mart.
- Configure continuous load ETL job.
- Coordinates call upon complete setup of the data mart with client and ImageTrend technical representative to cover Database Schema and any questions.
- Maintain Data Mart integration.

CLIENT RESPONSIBILITIES

- Collaborate with ImageTrend and your IT to participate in the configuration of the Data Mart Integration.
- Return the completed VPN workbook document from your IT as required by ImageTrend to configure the Data Mart Integration.
- Provide all liaison support with your IT as required to support the configuration and testing of the integration.
- Configuration of the Server and SQL database being used for the Data Mart.
- Coordinate with ImageTrend and your IT to schedule integration tests.
- Verify the functionality of the integration.

PREREQUISITES

- Set up Elite environment.

IMAGETREND DELIVERABLES

- Setup Data Mart Integration.

TASK COMPLETION CRITERIA

- The Data Mart is configured and tested to verify that it is operating appropriately.

CAD INTEGRATION STATEMENT OF WORK

The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data and improving crew efficiency. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration. ImageTrend does not charge for fixes with the existing CAD. If the client needs to switch to a new CAD vendor, there will be a one-time fee of \$3,500.

IMAGETREND RESPONSIBILITIES

- Collaboratively, with the Client and Client's CAD Vendor, configure the CAD Integration.
- Schedule CAD Integration tests at least ten business days prior to the scheduled testing.
- Perform initial testing on the CAD Integration and provide the Client with verification of functionality.

CLIENT RESPONSIBILITIES

- Collaborate with ImageTrend and CAD Vendor to participate in the configuration of the CAD Integration.
- Provide the most updated Documentation available from its CAD Vendor as required by ImageTrend to configure the CAD Integration.
- Provide all liaison support with CAD Vendor as required to support the configuration and testing of the integration.
- Coordinate with ImageTrend and CAD Vendor to schedule integration tests.
- Verify the functionality of the integration.

PREREQUISITES

- Set up Elite environment.

IMAGETREND DELIVERABLES

- Setup CAD Integration.

TASK COMPLETION CRITERIA

- The CAD Integration is configured and tested to verify that it is operating appropriately.

IMAGETREND CUSTOMER SUCCESS OFFERING PREMIER

ImageTrend's **Premier Customer Success Offering** provides an enhanced level of service tailored to organizations seeking structured collaboration and access to advanced tools and resources. This tier balances flexibility with strategic oversight, empowering clients to drive value, maintain compliance, and streamline adoption of the platform with the support of experienced professionals.

ImageTrend Responsibilities

As part of the Premier Offering, ImageTrend will provide:

- **Assigned Technical Account Manager (TAM):** A dedicated resource to guide platform utilization, recommend best practices, and serve as an escalation point.
- **Ticket Prioritization:** Elevated handling of critical issues to accelerate resolution and reduce downtime.
- **Regulatory & Compliance Support:** Assistance with preparing your system for audits, reporting requirements, and evolving industry regulations.
- **System Optimization Guidance:** Periodic check-ins and usage reviews to recommend enhancements and increase adoption.
- **Beta Product Access:** Opportunity to explore upcoming features and provide input during early testing phases.
- **Development Roadmap Input:** Your feedback will be incorporated into development considerations via your TAM.
- **Access to Online Release Communities:** Ongoing engagement with peers and Product Managers in curated release discussion environments.
- **Support Channels:** Access to multichannel support through email, webform, phone, and chat, with issue tracking and resolution through our internal case management processes.

CLIENT Responsibilities

Clients engaged in the Premier Offering will:

- Appoint a point of contact to coordinate Customer Success efforts.
- Provide timely input on support cases, optimization initiatives, and system usage.
- Share internal priorities to align roadmap and configuration discussions.
- Engage in enablement and feedback opportunities.

Prerequisites

- Execution of the Premier-tier agreement.
- Identification of key client contacts and internal project lead(s).
- Completion of an initial system assessment and kickoff meeting.

ImageTrend Deliverables

The following deliverables will be provided as part of this engagement:

- **Priority Issue Response:** Accelerated handling of high-priority tickets with coordinated escalation processes to ensure timely resolution of critical issues.
- **Compliance Support Resources:** Guidance and materials to assist in meeting regulatory and data compliance standards within the platform.
- **Enablement Resources:** Access to training content, including live or recorded webinars and self-paced learning modules, to support internal user education and adoption.
- **Beta Product Access:** Early access to select upcoming features or modules, with the opportunity to evaluate functionality and provide feedback.
- **Development Roadmap Contribution:** A formal channel to submit product suggestions and feedback that may be considered in future development cycles.
- **Participation in Release Communities:** Inclusion in the All-User and State Admin Release Communities to collaborate with peers, ask questions, and access release updates and best practices

Master Subscription Agreement

This Master Subscription Agreement (the “MSA”) is between the Customer listed in the signature block below (“Customer”) and ImageTrend, LLC (“ImageTrend”), a Minnesota entity. (each, a “Party” and together, the “Parties.”)

The purpose of this Agreement is to establish the terms and conditions under which Customer may purchase ImageTrend’s Services and Professional Services as described in an Order Form, Statement of Work or other document signed or agreed to by the Parties.

In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control.

SECTION 1. ACCESS TO THE SERVICES

1.1 Service. ImageTrend will make the Services and Customer Data available pursuant to this Agreement and the applicable Order Form(s) in accordance with Customer’s Service Plan. ImageTrend will use commercially reasonable efforts to make the Services available pursuant to the Service Level Agreement which is attached.

1.2 Support. ImageTrend will, at no additional charge, provide Customer standard customer support for the Services as detailed on the Site at <https://www.imagetrend.com/support/>.

1.3 Implementation Services. ImageTrend may provide Implementation Services subject to the terms and conditions stated in a Project Plan. Any education or training hours expire one year from the date of execution of such Order Form.

1.4 Professional Services. ImageTrend may provide Professional Services, including education or training, subject to the terms and conditions stated in a Project Plan or Statement of Work. Any education or training hours expire one year from the date of execution of such Statement of Work.

1.5 Updates. Customer acknowledges that ImageTrend may update the features and functionality of the Services during the Subscription Term. Customer will be notified prior to upgrade or maintenance releases. ImageTrend will not materially decrease the overall functionality of the Services purchased by Customer during the Subscription Term. ImageTrend shall provide Customer with thirty (30) days’ advance notice of any deprecation of any material feature or functionality.

SECTION 2. USE OF THE SERVICES

2.1 Compliance. Customer is responsible for compliance with the provisions of this Agreement for any and all activities that occur under an Account. Without limiting the foregoing, Customer will ensure that its use of the Services is compliant with all applicable laws and regulations as well as any and all privacy notices, agreements or other obligations Customer may maintain or enter into.

2.2 System Requirements. Customer is responsible for procuring and maintaining the network connections that connect Customer’s network to the Services including, but not limited to, browser software that supports protocols used by ImageTrend, including the Transport Layer Security (TLS) protocol or other

protocols accepted by ImageTrend. ImageTrend assumes no responsibility for the reliability or performance of any connections as described in this Section.

2.3 No Competitive Access. Customer may not access the Services for competitive purposes or if Customer is a competitor of ImageTrend, LLC.

2.4 Product Specific Terms. The provision and use of certain Services are subject to ImageTrend's Product Specific Terms which are attached.

SECTION 3. TERM, CANCELLATION AND TERMINATION

3.1 Term. The term of this Master Subscription Agreement begins on the date this MSA is fully executed (the "Effective Date") and will remain in effect until Customer no longer has a valid Order Form or Statement of Work in effect, or until this MSA is terminated in accordance with the terms hereof, whichever occurs first. The Subscription Term will be defined in each individual Order Form. Unless a subscription to a Service is terminated in accordance with this MSA or the applicable Order Form, or unless otherwise stated in the applicable Order Form, Customer's subscription to a Service will automatically renew for a one-year Subscription Term at the end of each prior Subscription Term.

3.2 Cancellation. Either Party may elect to terminate an Account and subscription to a Service at the end of the then-current Subscription Term by providing notice to revenueoperations@ImageTrend.com no less than sixty (60) days prior to the end of such Subscription Term.

3.3 Termination for Cause. A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach by the other Party if such breach remains materially uncured after thirty (30) days from the date of receipt of such notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

ImageTrend will refund any prepaid fees covering the remainder of the Subscription Term as of the effective date of termination if this Agreement is terminated by Customer in accordance with this Section 3.3 for ImageTrend's uncured material breach.

Customer must pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Service Order if ImageTrend terminates this Agreement for Customer's material breach in accordance with this Section. In no event will ImageTrend's termination for cause relieve Customer of its obligation to pay any fees payable to ImageTrend for the period prior to termination.

3.4 Non-appropriation. In the event Customer does not receive sufficient funds from the legislature that appropriates its budget, Customer will provide ImageTrend with written notice of such non-appropriation. In such event, the Agreement and any applicable Order Forms and Statements of Work will be terminated at the end of the then-existing Term. ImageTrend will be entitled to payment for Services and any Implementation Services or Professional Services provided through the date of notification or a date determined by such legislature, whichever is later.

3.5 Export of Customer Data upon termination or expiration. Upon Customer's written request, ninety (90) days after the effective date of termination or expiration, ImageTrend will make Customer Data available to Customer. Thereafter, ImageTrend will delete Customer Data in accordance with NIST 800-88

standards, unless prohibited by law or legal order. For clarity, Customer Data that has been de-identified pursuant to section 6.5 or Aggregate Data Insights derived from Aggregate Data pursuant to section 6.6 shall not be subject to such deletion.

SECTION 4. USAGE AUDIT AND PLAN MODIFICATIONS

4.1 Usage Audit. Once per year, ImageTrend will conduct an audit of Customer's use of the Services. In the event such audit shows increased usage beyond what is listed in the Order Form, ImageTrend will provide 30 days' notice of an increase in fees related to such increased usage.

4.2 Payment Portals. If Customer mandates that ImageTrend use a vendor payment portal or compliance portal that charges ImageTrend a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, Customer will be invoiced by ImageTrend for, and Customer is obligated to pay, the cost of this fee.

4.3 Taxes. Unless otherwise stated, ImageTrend's Subscription Charges do not include any Taxes. Customer is responsible for paying Taxes assessed in connection with the subscription to the Services except those assessable against the ImageTrend Group measured by its net income. ImageTrend will invoice the Customer for such Taxes if ImageTrend believes it has a legal obligation to do so and Customer agrees to pay such Taxes if so invoiced. ImageTrend agrees to exempt Customer from any taxes for which Customer provides to ImageTrend a tax exemption certificate prior to the issuance of an invoice; provided, however, that no such exemption shall be extended to Customer following written notice to ImageTrend from a taxing authority of appropriate jurisdiction that Customer does not qualify for the claimed exemption.

SECTION 5. CONFIDENTIAL INFORMATION

Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 5 shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. This section shall not apply to any information which (a) was publicly known prior to the time of disclosure by the disclosing Party, or (b) becomes publicly known after such disclosure through no action or inaction of the receiving Party in violation of this Agreement. Given the unique nature of Confidential Information, the Parties agree that any violation or threatened violation by a Party to this Agreement with respect to Confidential Information may cause irreparable injury to the other Party. Therefore, the Parties agree such violation or threatened violation shall entitle the other Party to seek injunctive or other equitable relief in addition to all legal remedies.

SECTION 6. CUSTOMER DATA SECURITY, USE AND REQUIREMENTS

6.1 Safeguards. ImageTrend will maintain commercially reasonably administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer). ImageTrend's compliance with such safeguards shall be deemed compliance with ImageTrend's obligations to protect Customer Data as set forth in the Agreement.

6.2 Customer Data. ImageTrend will, and Customer hereby instructs ImageTrend to, access Customer Data to provide, secure and improve the Services. Customer is solely responsible for the accuracy, content, and legality of all Customer Data.

6.3 Business Associate Agreement. To the extent Customer is considered a "covered entity" under 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations ("HIPAA"), the Parties shall execute a Business Associate Agreement, which shall be attached hereto and incorporated herein by reference into this Agreement once signed by the Parties.

6.4 Data Export Authorization

Customer hereby authorizes ImageTrend to transmit Customer Data to an end point as is required by the Service in order for it to function as intended.

6.5 De-Identification. ImageTrend may use Customer Data to create de-identified data (a "De-identified Data Set"). Such De-identified Data Set shall no longer constitute, as applicable, identifiable Customer Data or Protected Health Information, as defined under HIPAA at 45 CFR 160.103, and ImageTrend may, in its discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to third party researchers, or otherwise use such De-identified Data Set except as limited by applicable law and regulation. Notwithstanding any of the foregoing, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA standards for de-identification set forth at 45 CFR § 164.514(b).

6.6 Data Aggregation. Customer hereby grants ImageTrend a non-exclusive license during the term of this Agreement to use, reproduce, display, make derivative or collective works of and otherwise exploit Customer Data, including the right to compile Customer Data collected and/or combine it with data collected from other data sources to create Aggregate Data and to use such Aggregate Data to create Aggregate Data Insights;

6.7 Data Ownership. Customer hereby irrevocably assigns, transfers, and conveys to ImageTrend all of the Customer's right, title, and interest in and to a De-identified Data Set and Aggregate Data Insights, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world (the "Assignment"). To the extent Customer cannot make the Assignment as a matter of applicable law, Customer hereby irrevocably grants to ImageTrend, without further consideration, an exclusive, perpetual, worldwide, transferable, sublicensable (through multiple tiers), royalty-free, fully paid-up license under any and all such rights to exercise any and all present or future rights in the De-identified Data Set and the Aggregate Data Insights.

SECTION 7. TEMPORARY SUSPENSION

In the event ImageTrend detects or has reasonable suspicion of any Malicious Software connected to Customer's Account or use of a Service by Customer, ImageTrend reserves the right to restrict functionalities or suspend the Services (or any part thereof), Customer's Account or Customer's rights to access and use the Services and remove, disable or quarantine any Customer Data or other content. Unless legally prohibited from doing so or where ImageTrend is legally required to take immediate action, ImageTrend will use commercially reasonable efforts to notify Customer as soon as practicable when taking any of the foregoing actions. ImageTrend will use commercially reasonable efforts to (a) mitigate any interruption to the Service, and (b) restore the Services as soon as practicable. ImageTrend will not be liable to Customer or any other third party for any modification, suspension or discontinuation of Customer's rights to access and use the Services under this Section 7. ImageTrend may refer any suspected fraudulent, abusive, or illegal activity by Customer to law enforcement authorities at ImageTrend's sole discretion.

SECTION 8. NON-IMAGETREND SERVICES

If Customer decides to enable, access or use Non-ImageTrend Services, Customer's access and use of such Non-ImageTrend Services shall be governed solely by the terms and conditions of such Non-ImageTrend Services. ImageTrend does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-ImageTrend Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data (including Customer Data), or any interaction between Customer and the provider of such Non-ImageTrend Services. ImageTrend cannot guarantee the continued availability of such Non-ImageTrend Service features. Customer irrevocably waives any claim against ImageTrend with respect to such Non-ImageTrend Services. ImageTrend is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such Non-ImageTrend Services, or Customer's reliance on the privacy practices, data security processes or other policies of such Non-ImageTrend Services.

SECTION 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Intellectual Property Rights. Each Party shall retain all rights, title and interest in any of its respective Intellectual Property Rights. The rights granted to Customer to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of ImageTrend associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services and ImageTrend's machine learning algorithms, including all related Intellectual Property Rights, will remain with ImageTrend and belong exclusively to ImageTrend.

9.2 Feedback. ImageTrend shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, and incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback regarding the Services that ImageTrend receives from Customer or other third parties acting on Customer's behalf. ImageTrend also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback regarding the Services that ImageTrend receives from Customer or other third parties acting on Customer's behalf.

9.3 Use of ImageTrend Marks. Customer may only use the ImageTrend Marks in a manner permitted by ImageTrend, provided Customer does not attempt, now or in the future, to claim any rights in the

ImageTrend Marks, dilute or degrade the distinctiveness of the ImageTrend Marks, or use the ImageTrend Marks to disparage or misrepresent ImageTrend or ImageTrend Services. ImageTrend may use Customer Marks with written agreement of Customer.

9.4 Ownership of Customer Data. Customer shall retain ownership rights, including all Intellectual Property Rights, to all Customer Data.

SECTION 10. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

10.1 Warranties. Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.2 ImageTrend Warranties. ImageTrend warrants that during an applicable Subscription Term (a) ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement; (b) the Services will perform materially in accordance with the applicable documentation; and (c) all implementation services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards. For any breach of a warranty in this section, Customer's exclusive remedies are those described in Section 3.3 herein. The warranties herein do not apply to any misuse or unauthorized modification of the Services made by Customer.

To the extent applicable, ImageTrend represents and warrants to Customer that ImageTrend (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in ImageTrend being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and ImageTrend shall immediately notify Customer of any change in the status of the representations and warranty set forth in this section.

10.3 Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 11.2, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND IMAGETREND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT IMAGETREND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM IMAGETREND OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

SECTION 11. INDEMNIFICATION

11.1 Indemnification by ImageTrend. ImageTrend will indemnify and defend the Customer from and against any claim brought by a third party against Customer alleging that Customer's use of a Service as permitted hereunder (1) infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"); (2) is grossly negligent or constitutes willful misconduct; (3) resulted in fraud; (4) resulted in personal injury or death (any of (1) through (4) are a "Claim"). ImageTrend shall, at ImageTrend's expense, defend such Claim and pay damages finally awarded against Customer in connection therewith, including reasonable fees and expenses of attorneys engaged by ImageTrend for such defense, provided that (a) Customer promptly notifies ImageTrend of the threat or notice of such Claim; (b) ImageTrend will have sole, exclusive control and authority to select defense attorneys, defend and/or settle any such Claim (however, ImageTrend shall not settle or compromise any claim that results in liability or admission of any liability by Customer without Customer's prior written consent); and (c) Customer fully cooperates with ImageTrend in connection therewith. If use of a Service by Customer has become, or, in ImageTrend's opinion, is likely to become, the subject of any IP Claim, ImageTrend may, at ImageTrend's option and expense (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by ImageTrend, terminate Customer's subscription to the Service(s) and repay Customer, on a pro-rata basis, any Subscription Charges paid to ImageTrend for the unused portion of Customer's Subscription Term for such Service(s). ImageTrend will have no liability or obligation under this Section 12.1 with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by Customer; (y) modification of the Service(s) by anyone other than ImageTrend or ImageTrend Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 12.1 state the sole, exclusive and entire liability of ImageTrend to Customer and Customer's sole remedy with respect to a Claim brought by reason of access to or use of a Service by Customer.

11.2 Indemnification by Customer. Customer will indemnify, defend and hold ImageTrend harmless against any claim brought by a third party against ImageTrend (a) arising from or related to Customer's use of a Service in breach of this Agreement (and not arising solely from the Service itself); or (b) alleging that Customer Marks or content selected by Customer in the design and implementation of the Services, including but not limited to the URL, graphics, illustrations, logos, and marks, or Customer Data infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret; provided that (i) ImageTrend promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and to defend and/or settle any such claim (however, Customer shall not settle or compromise any claim that results in liability or admission of any liability by ImageTrend without ImageTrend's prior written consent); and (iii) ImageTrend fully cooperates with Customer in connection therewith.

SECTION 12. LIMITATION OF LIABILITY

12.1 EXCLUSION OF DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE

OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF IMAGETREND), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

12.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IMAGETREND'S AGGREGATE LIABILITY TO THE CUSTOMER ARISING OUT OF THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 12.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND PROFESSIONAL SERVICES FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF IMAGETREND WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. IMAGETREND HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE PROFESSIONAL SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN SECTION 12.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM IMAGETREND'S INDEMNITY OBLIGATIONS IN SECTION 12.1 OF THIS AGREEMENT.

12.3 LIMITATION OF LIABILITY IN THE AGGREGATE. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN APPLIES IN AGGREGATE TO ANY AND ALL CLAIMS BY CUSTOMER AND ITS AFFILIATES, AND SHALL NOT BE CUMULATIVE.

12.4 Enforceable against ImageTrend. Any claims or damages that Customer may have against ImageTrend shall only be enforceable against ImageTrend and not any other entity, nor any officers, directors, representatives or agents of ImageTrend.

SECTION 13. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

13.1 Assignment. Except as permitted herein, neither party may, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or rights under this Agreement, or delegate performance of its duties under this Agreement, without written prior consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, (a) subject to Section 2.6 herein, Customer may, without ImageTrend's consent, assign this Agreement in connection with any merger or change of control of Customer or the sale of all or substantially all of Customer's assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement; and (b) ImageTrend may, without Customer's consent, assign this Agreement in connection with any merger or change of control of

ImageTrend or the sale of all or substantially all of ImageTrend's assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

13.2 Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all prior agreements between Customer and ImageTrend, with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order, request for information, request for proposal, or other order documentation Customer provide(s) and all such terms or conditions in such purchase order, request for information, request for proposal, or other order documentation are null and void. Except as expressly stated herein, there are no other agreements, representations, warranties or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

13.3 Waiver. Either Party's failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

SECTION 14. SEVERABILITY

If any term in this Agreement is determined to be invalid or unenforceable by a competent court or governing body, such term shall be replaced with another term consistent with the purpose and intent of this Agreement, and the remaining provisions of this Agreement shall remain in effect.

SECTION 15. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, general agency, fiduciary or employment relationship between the Parties. Customer is solely responsible for determining whether the Services meet Customer's technical, business, or regulatory requirements.

SECTION 16. NOTICE

16.1 Notices to Customer. All notices provided by ImageTrend to Customer under this Agreement may be delivered in writing by (a) nationally recognized delivery service ("Courier") or U.S. mail to the contact mailing address provided by Customer on any Order Form; or (b) electronic mail to the electronic mail address provided for the Account owner.

16.2 Notices to ImageTrend. All notices provided by Customer to ImageTrend under this Agreement must be delivered in writing by (a) Courier or U.S. mail to 1305 Corporate Center Drive, Suite 500, Eagan, MN 55121 Attn: Legal Department; or (b) electronic mail to contracts@ImageTrend.com.

16.3 Timing of Notices. All notices provided by either Party to the other shall be deemed to have been given immediately upon delivery by electronic mail; or upon the earlier of proof of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

SECTION 17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Minnesota, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Hennepin County, Minnesota. Customer hereby expressly agrees to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or relating to access to or use of the Services by Customer.

SECTION 18. ETHICAL CONDUCT AND COMPLIANCE

Neither Party, nor any of its employees or agents, has offered, received or been offered, directly or indirectly, any illegal or improper bribe or kickback (whether in the form of a payment, gift, undue advantage, or thing of value), or will offer or accept the same in connection with this Agreement.

SECTION 19. SURVIVAL

Sections 2.1, 3.5, 5, 6.5-6.7, 10-17 and 20 shall survive termination of this Agreement with respect to use of the Services by Customer. Termination of this Agreement shall not limit a Party's liability for obligations accrued as of or prior to termination or for any breach of this Agreement.

SECTION 20. DEFINITIONS

When used in this Agreement with initial letters capitalized, these terms have the following meaning:

“Account” means any accounts or instances created by, or on behalf of, Customer within the Services.

“Aggregate Data” means the compilation of Customer Data collected over time and/or the combination of Customer Data with data collected from other data sources, and the derived data resulting from the analysis and processing of such compiled and combined data to create Aggregate Data Insights.

“Aggregate Data Insights” means the conclusions, patterns, trends, metrics, statistical models, predictions, or other analytical outcomes derived from the processing, examination, or interpretation of Aggregate Data.

“Agreement” means the Master Subscription Agreement together with any and all Product Specific Terms, Order Form and other mutually executed documents. The Master Subscription Agreement may also be referred to as “MSA.”

“Confidential Information” means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including but not limited to the pricing terms, product plans and designs, business processes, security notifications, database structures, database schemas and customer communications. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information.

“Customer Data” means all electronic data, text, messages, communications or other materials submitted to and stored within a Service by Customer in connection with Customer’s use of such Service. “Customer” Data” does not include Protected Health Information that has been de-identified pursuant to section 6.5 of this Agreement and Aggregate Data Insights derived from Aggregate Data pursuant section 6.6.

“Force Majeure Event” means any circumstances beyond ImageTrend’s reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving ImageTrend employees), Internet service provider failure or delay, Non-ImageTrend Services, or acts undertaken by third parties, including without limitation, denial of service attack.

“ImageTrend Marks” means any trademarks, service marks, service or trade names, taglines, logos or other designations of ImageTrend, whether registered or unregistered.

“Intellectual Property Rights” means any and all of a Party’s patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

“Malicious Software” means any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

“Non-ImageTrend Services” means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which Customer may connect to or enable in conjunction with a Service, including, without limitation, Non-ImageTrend Services which may be integrated directly into an Account by Customer or at Customer’s direction.

“Order Form” means ImageTrend’s generated order form(s) executed by Customer with respect to Customer’s subscription to a Service.

“Personnel” means employees and/or non-employee contractors of ImageTrend engaged by ImageTrend in connection with performance hereunder.

“Planned Downtime” means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

“Product Specific Terms” means ImageTrend’s Product Specific Terms attached.

“Professional Services” means professional services (including any training, success and implementation services) provided by ImageTrend Personnel as indicated on an Order Form or other written document such as an SOW.

“Service(s)” means the products and services that are used or ordered by Customer via an Orde Form referencing this Agreement, and made available by ImageTrend, via the applicable Customer login. “Services” exclude (a) Non-ImageTrend Services as that term is defined in this Agreement; and (b) any Additional Features or Associated Services that are not provided under this Agreement or Customer’s Service Plan. From time to time, the names and descriptions of the Services or any individual Service may be changed. To the extent Customer is given access to such Service as so described by virtue of a prior Service Order or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

“**Site**” means a website operated by ImageTrend, including <https://www.ImageTrend.com>, as well as all other websites that ImageTrend operates (but does not include the Services).

“**Subscription Charges**” means all charges associated with Customer’s access to and use of an Account.

“**Subscription Term**” means the period during which Customer has agreed to subscribe to a Service.

“**Taxes**” means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Customer

Signature: _____

Print Name:

Title:

Date:

ImageTrend, LLC

Signature: Jon Sachs

Jon Sachs (Apr 22, 2025 21:03 MDT)

Print Name: Jon Sachs

Title: CFO

Date: Apr 22, 2025

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Examples of Severity	Notification of Acknowledgement by ImageTrend	Action Expectation: Update and Anticipated Resolution After Notification by ImageTrend Error Plan
Site Down/Critical	- Complete shutdown or partial shutdown of one or more critical software functions. - Access to one or more Software functions not available. - Major subset of software application impacted.	Within one (1) hour of initial notification via email or ticketing system.	Six (6) hours.
CAD Down/High	- Minor subsystem failure. - Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training).	Within four (4) hours of initial notification during business hours via phone, email, or ticketing system.	Twenty-four (24) business hours.
Medium/Normal	System operational with minor issues; suggested enhancements as mutually agreed upon.	Within twenty-four (24) hours of initial notification during business hours.	Future Release.

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is

received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance

with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee
credited 95.0% - 98.99% = 10% of monthly hosting
fee credited 90.0% - 94.99% = 15% of monthly
hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event
exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into by and between the covered entity ("Covered Entity"), and ImageTrend, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("EPHI"), in order to perform such functions, activities, or services (referred to collectively as the "Services").

The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

- 2.1 **Electronic Protected Health Information.** "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- 2.2 **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 2.3 **Minimum Necessary.** "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.
- 2.4 **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.
- 2.5 **Protected Health Information.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

- 2.6 **Required by Law.** "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 2.7 **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- 2.8 **Security Incident.** "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.
- 2.9 **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.
- 2.10 **Subcontractor.** "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 **Use and Disclosure.** Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.
- 3.2 **Safeguards.** Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.
- 3.3 **Business Associate's Reporting Obligations.**
- (a) **Reports of Non-Permitted Use or Disclosure.** Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).
- (b) **Reports of Breach of Unsecured PHI.**
1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
 2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than five (5) calendar days after its discovery.
 3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: (i) a description of the Breach, including the date of Breach

and the date of discovery of the Breach, if known; (ii) a description of the types of Unsecured PHI involved in the Breach; (iii) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (iv) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and (v) any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

- (c) **Reports of Security Incidents.** Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

- 3.4 **Subcontractors.** Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.
- 3.5 **Access to Designated Record Set.** The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate will direct the Individual to Covered Entity.
- 3.6 **Amendments to Designated Record Set.** The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.
- 3.7 **Accounting of Disclosures.**

- (a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.8 **Compliance with Law.** To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).
- 3.9 **Records and Audits.** Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.
- 3.10 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 General Use and Disclosure.

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.
- (b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 Specific Use and Disclosure.

- (a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- (c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.
- (d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 **Privacy Practices.** Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.
- 5.2 **Notice of Changes Regarding Individual Permission.** Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.
- 5.3 **Notice of Restrictions to Use or Disclosure of PHI.** Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.
- 5.4 **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.
- 5.5 **Safeguards.** Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

- 6.1 **Term.** This Agreement shall be effective upon the Effective Date and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).
- 6.2 **Termination.**

- (a) **Termination Resulting from the End of Services.** This Agreement shall terminate in the event that the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.
- (b) **Termination for Cause.** Upon either Party's knowledge of a material breach of this Agreement by the other Party, the non-breaching Party must either:
 - 1. Provide an opportunity for the breaching Party to cure the breach or end the violation within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or
 - 2. Immediately terminate this Agreement if cure is not possible.

6.3 **Return or Destruction of PHI.**

- (a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI. Pursuant to the Underlying Agreement and Section 4.2(b) and (d) of this Agreement, de-identified data and insights derived from Business Associate's provision of Data Aggregation services are not subject to the provisions of this Section 6.3.
- (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

- 7.1 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.
- 7.2 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.
- 7.3 **Survival.** The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 7.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

- 7.5 **Relationship to Other Agreement Provisions.** In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.
- 7.6 **Prior Business Associate Agreements.** Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.
- 7.7 **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or Business Associate any rights, remedies, obligations, or liabilities whatsoever.
- 7.8 **Modification of Agreement.** No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.
- 7.9 **Relationship of Parties.** Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.
- 7.10 **Notices.** Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest of personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.
- Business Associate:** ImageTrend, LLC, Attn: Legal Department, 1305 Corporate Center Drive, Suite 500, Eagan, MN 55121.
- 7.11 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- 7.12 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Customer _____

Signature:

Print Name:

Title:

Date:

ImageTrend, LLC

Signature: Jon Sachs
Jon Sachs (Apr 22, 2025 21:03 MDT)

Print Name: Jon Sachs

Title: CFO

Date: Apr 22, 2025

PRODUCT SPECIFIC TERMS

IMAGETREND VAULT™ PRODUCT SPECIFIC TERMS

1. ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge (“ImageTrend Version 2 Products”). These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend “IT” flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 Products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.
2. ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:
 - A. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend vendors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System’s State NEMSIS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1 available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls (“Conforming Legacy Data File”). It shall be the Customer and/or Customer vendor’s responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.
 - B. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from Customer’s ImageTrend Version 2 Products utilizing ImageTrend tools, or 2) importing a Conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend’s sole discretion pursuant to an SOW agreed to by the Parties..

AUTO BILLING EXPORT TO FTP

1. **AVAILABLE EXPORTS** The following file formats are available for export:
 - a. NEMSIS XML Version 3.3.4, or latest version with attachments
 - b. NEMSIS XML Version 2.2.1, without attachments
 - c. System “Default” PDF format

2. **FILE NAME FORMAT** The above files will be named according to this convention:
“CustomerName_IncidentID_IncidentNumber”
3. **EXPORT SCHEDULE** Incidents will be exported every ten (10) minutes. The system will modify the status of exported incidents. Previously exported incidents will not be exported a second time. The Export Add-on Form will provide the specific criteria for each Customer.
4. **FTP REQUIREMENTS**
 - a. Customer must use an FTP location which utilizes transport encryption (e.g. SFTP, FTPS with a modern transport encryption protocol such as TLS 1.1 or higher) to which the exported files will be deposited by the system
 - b. Customer must provide to ImageTrend the desired FTP directory, FTP URL, credentials (e.g. username and password) for the FTP location
 - c. Dynamic workflow and process based subdirectories and naming conventions are out-of-scope for the FTP Automated Export. Dynamically depositing exported files and dynamically naming them is available as a custom project requiring its own Statement of Work at ImageTrend’s standard rate of \$175/hour, please contact your ImageTrend sales representative for more information.

ADMINISTRATIVE REQUIREMENTS:

- d. Customer must fill out the “Agency Export Form”. ImageTrend reserves the right to conduct no work until the Agency Export Form for the agency is complete. The completed form should be transmitted to ImageTrend via email.
- e. Customer must fill out and sign the “ePHI Data Export Sign Off” form. ImageTrend reserves the right to conduct no work until ImageTrend possesses a signed copy of the “ePHI Data Export Sign Off” form for the agency
- f. Customer must provide the date or date range of incidents that should be initially exported upon set-up (e.g. export is set up Jan 1, 2019 but all Ready To Bill status incidents from December 1, 2018 and forward should be initially exported)

DATA MART –PRODUCT SPECIFIC TERMS

1. **DELIVERY OF IMAGETREND DATA MART DATA.** Customer may choose to receive regular deliveries of Data Mart data continuously via Microsoft SSIS or as otherwise negotiated between the parties. Such deliveries do not include the provisioning of a database instance or virtual private connection to directly run database queries against an ImageTrend Data Mart.. Customer must host and provision its own Microsoft SQL Server instance or other tool to manipulate the .BAK file, as applicable.
2. **FTP DELIVERY OF IMAGETREND ELITE DATA MART DATA** Customer may choose to receive regular deliveries of Data Mart data via FTP or as otherwise negotiated between the parties. Such data shall be delivered in .BAK file format as frequently as agreed between customer and ImageTrend. Such deliveries do not include the provisioning of a database instance or virtual private connection to directly run database queries against an ImageTrend Data Mart. Customer must host and provision its own Microsoft SQL Server instance or other tool to manipulate the .BAK file, as applicable.

3. **DATA MART RESTRICTIONS ON MULTI-AGENCY SITES.** In the event of a multi-agency site, only the owner of such multi-agency site may subscribe to DataMart. Any subscription to DataMart by a non-owner single agency on a multi-agency site is void.

MANDATORY TERMS OF USE FOR CLEARINGHOUSE PROVIDER

Customer shall adhere to the rules, regulations and policies of Payers and governmental agencies having jurisdiction including the department of Health and Human Services ("HHS"). Customer shall provide or obtain any documents or supplementary agreements requested by Clearinghouse necessary to comply with said rules, regulations, and policies. Customer shall be bound, to the same extent as Clearinghouse, by all applicable Payer-imposed contractual obligations or policies required for access to such Payer, and this Agreement shall be subject to any such obligation or policy. Customer acknowledges that from time to time, Customer may be required to give its written acknowledgement of certain obligations. With respect to Medicaid eligibility transactions, Clearinghouse and ImageTrend are required to obtain and pass on the following covenants from Customer: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be final authority; (c) Customer indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Customer or any recipient who is aggrieved by the actions of Customer; and (d) Customer agrees to abide by the Federal and State regulations regarding confidentiality of information. Clearinghouse EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Clearinghouse does not guarantee the payment or the timing of payment of any claims submitted through the Clearinghouse Services. Payment remains the responsibility of the particular Payer of health care services and/or supplier to which the Customer is submitting. IN NO EVENT SHALL CLEARINGHOUSE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES EVEN IF CLEARINGHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLEARINGHOUSE'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT AND WITH RESPECT TO CLEARINGHOUSE SERVICES, CHC PRODUCTS AND CHC MATERIALS FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE LESSER OF (A) THE PRICE PAID BY VENDOR TO CLEARINGHOUSE FOR THE PARTICULAR CLEARINGHOUSE SERVICES, CLEARINGHOUSE PRODUCTS AND/OR CLEARINGHOUSE MATERIALS DURING THE ONE (1) YEAR PRECEDING VENDOR'S CLAIM; OR (B) \$10,000. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. In the event information to be transmitted through the Clearinghouse Services is not transmitted by Clearinghouse or is not accurately transmitted as a result of Clearinghouse's failure to perform the Clearinghouse Services in accordance with the terms of

this Agreement and such failure results in damage to Customer, then Clearinghouse's sole obligation and liability to Customer for such event (subject to reasonable mitigation by Customer) shall be limited to furnishing credits on subsequent invoices from Clearinghouse to ImageTrend and Customer in an aggregate amount equal to the actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses which Customer can demonstrate it has sustained and which are directly attributable to such failure. Any claim against Clearinghouse by Customer must be asserted in writing within sixty (60) days after Clearinghouse should have transmitted information received from a Customer or the transmission of inaccurate information on which the claim is based, whichever is applicable. Customer hereby agrees to promptly supply to Clearinghouse and ImageTrend documentation reasonably requested by Clearinghouse or ImageTrend to support any claim of Vendor. THE FOREGOING STATES THE ENTIRE LIABILITY OF CLEARINGHOUSE WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY CLEARINGHOUSE AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS OF LIABILITY APPEARING IN THE PARAGRAPH ABOVE.

Complete Fayetteville FD Order Form MSA SLA Product Specific Terms BAA Revised 04.21.2025

Final Audit Report

2025-04-23

Created:	2025-04-22
By:	Kayla Kimmes (kkimmes@imagetrend.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdiJQDvhepsqAZbAcjQFJyTrO9p4PHZxH

"Complete Fayetteville FD Order Form MSA SLA Product Specific Terms BAA Revised 04.21.2025" History

-  Document created by Kayla Kimmes (kkimmes@imagetrend.com)
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-  Agreement completed.
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MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
SUBJECT: **FIRE DEPARTMENT ADMINISTRATIVE POLICIES (UPDATE):**

RECOMMENDATION:

Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Policies.

BACKGROUND:

The Fayetteville Fire Department is currently in the process of reviewing policies and updating as necessary to make changes as recommended and to meet best practices while maintaining The Commission on Fire Accreditation International (CFAI) accreditation. Changes and additions are in Highlighted Print.

DISCUSSION:

These are the Policies presented for Council Approval:

General Information and Introduction

Training Program

Personal Protective Equipment

External Agency Relations

BUDGET/STAFF IMPACT:

No Budget Impact with these policies.

ATTACHMENTS: SRF (#3) , General Information & Introduction (#4), Training Program (#5), Personal Protective Equipment (#6), External Agency Relations (#7)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-563

FIRE DEPARTMENT ADMINISTRATIVE POLICIES (UPDATES):

A RESOLUTION TO APPROVE UPDATES TO FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES

WHEREAS, the Fayetteville Fire Department is currently in the process of reviewing policies and updating as necessary to make changes as recommended and to meet best practices while maintaining its Commission on Fire Accreditation International accreditation.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the following updated Fayetteville Fire Department Administrative policies, copies of which are attached to this Resolution:

- General Information and Introduction
- Training Program
- Personal Protective Equipment (PPE)
- External Agency Relations

City of Fayetteville Staff Review Form

2025-563

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Brad Hardin

4/23/2025

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Policies.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Fayetteville Fire Department		
Administrative Policies		
General Information and Introduction		
Version 15	Created: November 8, 2016	Revised: August 23, 2023DRAFT
SOG Reference:	All SOGs	
CFAI Reference:	Criterion 1A: Governing Body	

Purpose

The Fayetteville Fire Department (FFD) Administrative Policies, the City of Fayetteville Policies and Procedures and Standard Operating Procedures, the Rules and Regulations of the Civil Service Commission of the City of Fayetteville, the FFD Standard Operating Guidelines (SOG), and FFD Administrative Directives are the official controlling documents and requirements of the Fayetteville Fire Department and as such, are intended for the general guidance of the uniformed and nonuniformed members of the Fayetteville Fire Department.

Scope

Much is left to the zeal and discretion of the individual, and efficiency ratings as well as disciplinary actions will depend upon the way the Firefighters and members conduct themselves in the performance of their duties. Compliance with the operating procedures and careful attention to the orders of department officers is necessary to retain the respect and goodwill of the public which this department enjoys.

Violations of any of the operating procedures, neglect, or omission of any of the duties prescribed herein, are considered offenses, and any member found guilty will, at the discretion of the Fire Chief, be subject to reprimand, suspension, demotion, or dismissal from the department.

Administrative Policies

Administrative Policies of the Fayetteville Fire Department will contain administrative information related to the overall operation of the department throughout all divisions, programs, and services provided. All Administrative Policies will be reviewed and formally approved by the Fayetteville City Council. Any new Administrative Policy or change to an existing Administrative Policy will be approved through the Labor Management Team (LMT) process as outlined in the [Labor & Management Relations](#) policy, then submitted to and approved by the City Council before it will be published.

Any policy related to a topic which has been deemed divisive and removed from the LMT following the rules outlined Labor & Management Relations policy will be written and published by the Fire Chief.

Any new Administrative Policy or change to an Administrative Policy that has not been fully approved by LMT and City Council will not be considered valid except as outlined below in the section titled "Administrative Directives."



Fayetteville Fire Department		
Administrative Policies		
General Information and Introduction		
Version 15	Created: November 8, 2016	Revised: August 23, 2023 DRAFT
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Administrative Directives

Administrative Directives will be issued only in emergency situations where changes are time-sensitive and vital to the continuance of safe operations. Administrative Directives related to existing Administrative Policies and SOGs shall reference the policy or SOG number, be maintained in the current policy management software, and be emailed out to all FFD personnel.

Administrative Directives will expire 60 days from the date of implementation, unless through LMT Consensus, action is taken to extend or modify them. Efforts will be made to change the current policy or create a new policy during the first 60 days a directive is active. If the Administrative Directive must be extended or modified, it will be sent to all personnel by email.

Once a new policy draft has been created it must go through the process for approval by the LMT and City Council before being published. Once published, the approved version will be sent out as a reading assignment through the current policy management software utilized by the department and the Administrative Directive will be archived.

Standard Operating Guidelines (SOG)

Standard Operating Guidelines (SOGs) of the Fayetteville Fire Department will contain detailed guidelines and procedures for the implementation of the related approved Administrative Policy. The SOG document must remain flexible to ensure the ability to swiftly enact procedural updates.

Any change to a SOG will be assigned to FFD personnel through the policy management software for review. SOGs shall not be put in place without the existence of a related Administrative Policy that will define the purpose and parameters of the SOG. All new SOG documents or changes to those in existence will be approved by the LMT.

Any policy related to a topic which has been deemed divisive and removed from the LMT following the rules outlined Labor & Management Relations policy will be written and published by the Fire Chief.

Policy Maintenance

Maintenance of policies and procedures will be the responsibility of a Chief Officer or their designee. Additions, deletions, and modifications will be implemented as necessary to reconcile changing conditions, and to reflect revisions in policies and procedures. All policies whether published, draft, or archived status will be stored and maintained in the current policy management software utilized by the Fayetteville Fire Department.

Current PDF versions of all department Administrative Policies, Administrative Directives, and Standard Operating Guidelines will be available to all department

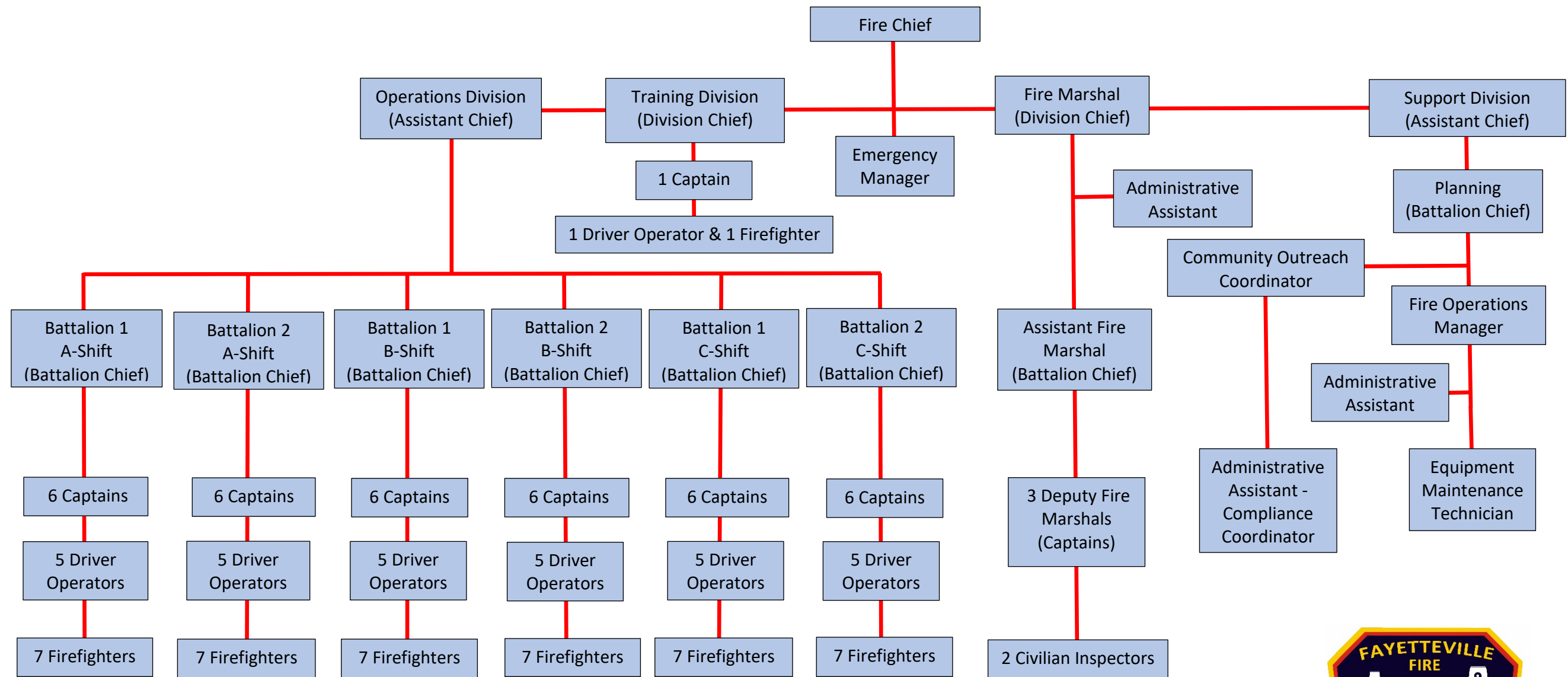


Fayetteville Fire Department		
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General Information and Introduction		
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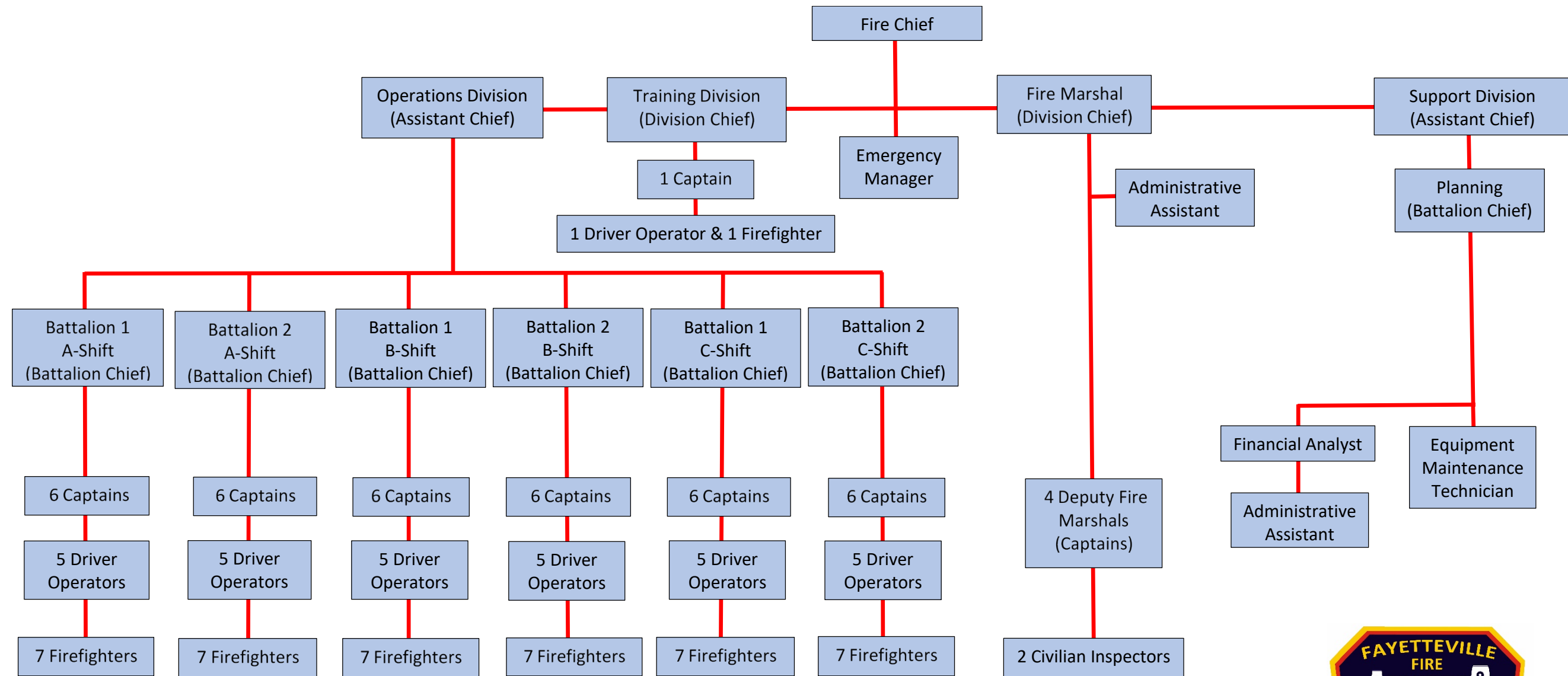


personnel in the designated policy software program.

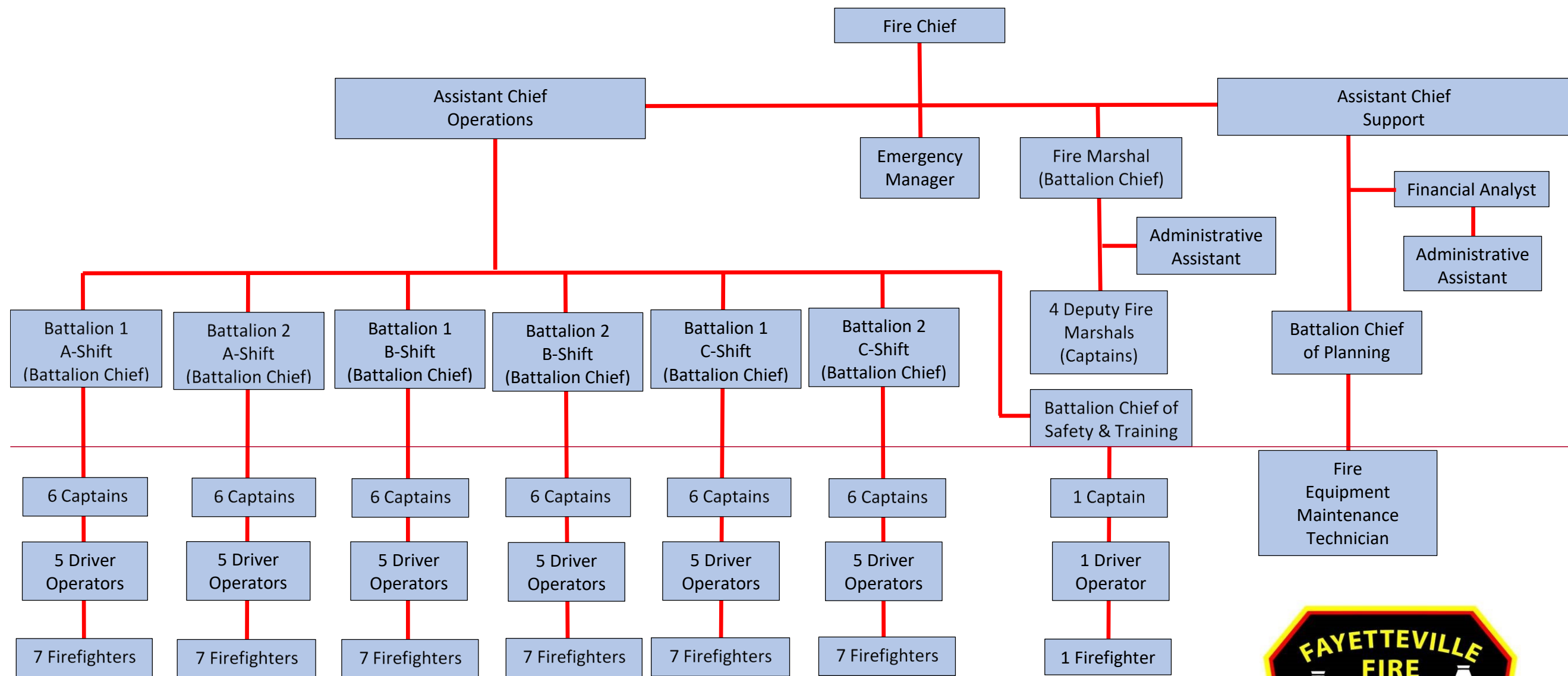
DRAFT



Organizational Chart 2025



Organizational Chart 2024



Fayetteville Fire Department Organizational Chart 2023





Fayetteville Fire Department		
Administrative Policies		
Training Program		
Version 1	Created: February 23, 2023	Revised: August 31, 2023 DRAFT
SOG Reference:	All 300 Series	
CFAI Reference:	Category 8: Training and Competency	

Purpose

The purpose of the Fayetteville Fire Department (FFD) Training Program is to provide a safe and comprehensive training plan that addresses all areas of emergency response. This program will provide training that addresses all hazards and is commensurate with real world tasks that all uniformed members are expected to be proficient at performing.

Policy

This policy will address all training that will occur within Fayetteville Fire Department. The goal of the training program is to prevent occupational deaths and injuries while increasing the operational effectiveness during emergency responses.

The training program will address the knowledge, skills, and abilities required of the Fayetteville Fire Department. Training will be based on NFPA standards, OSHA regulations, local, state, federal regulations, current department Administrative Policies and/or Directives, and current department Standard Operating Guidelines (SOGs).

Members shall be responsible for maintaining proficiency in knowledge and skills provided through the training program.

Annual Planning

The Fayetteville Fire Department training program will be evaluated, on a yearly basis during the annual planning session, for effectiveness and for compliance with NFPA standards, federal OSHA regulations, local, state, federal regulations, current department Administrative Policies and/or Directives, and current department Standard Operating Guidelines (SOGs). Time constraints, manageability, and effectiveness of training as well as areas of deficiency and improvement will also be evaluated.

The goals set forth by the annual planning session will be in support of the [Fayetteville Fire Department Mission & Vision Statement](#). The established goals and objectives will include timelines for achievement, and a process of evaluation and feedback.

To locate areas of deficiency and improvement, feedback from both Company Officers and Fire Administration is important to the success of the training program. During the planning process evaluation criteria for both skills and knowledge should be established by the Training Division using the identified standard, regulation, or policy.

The Fire Chief is the final authority on all training plans and activities and will provide final approval prior to the publishing of the annual training plan.



Fayetteville Fire Department		
Administrative Policies		
Training Program		
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Disciplines

It is recognized by the leadership and members of the Fayetteville Fire Department that the performance of regularly scheduled training is essential to all personnel for mission success. This training will include all disciplines conducted by various means throughout the course of the year.

Company officers are responsible for conducting company training and other essential training as necessary to ensure their crew members are proficient in the skills and knowledge pertaining to their current position within the department.

Field Training Officers (FTOs) shall support and ensure that the training activities are conducted within their respective disciplines. FTOs shall coordinate training with all other required activities, complete necessary reports, assist the training division, and the ~~Battalion Chief of Training (BCT)~~ Division Chief of Training (TDC) in evaluating the overall effectiveness of the training program and its instructors.

Various instructors, internal and external to the department, will be utilized to aid in department training as well as instruct any assignments with specialized curriculum. All instructors will have the certifications necessary or receive adequate training prior to assisting with training in the department. All training received by instructors will be approved by the ~~BCT-TDC~~ and documented upon completion. Instructors will also meet the requirements of the Fire Chief as the Authority Having Jurisdiction prior to instruction.

All uniformed personnel will be trained to the operations level in all technical response disciplines (hazardous materials, technical rescue, and swift water rescue).

Special Operation Section (SOS) members will be trained to technician level or higher. The level of training and response will be determined by the Fire Chief as the Authority Having Jurisdiction.



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Equipment

Equipment utilized for training will primarily be the equipment used for daily emergency responses. When possible, equipment dedicated for training will be stored at the Training Center and will be used to keep apparatus in service during training sessions or to minimize wear and tear on high expense equipment. Requests for additional or replacement equipment will be evaluated during the budget process and prioritized by the Training Division.

Stations shall each have a library that contains a foundation of materials established by the Training Division. Additionally, stations will also have curriculum and publications pertaining to their areas of response that are unique to their disciplines and areas of responsibility. These libraries will be evaluated during the budget process and prioritized for updates and replacement by the Training Division.

Continuing Education

Multiple disciplines, fields of expertise, and positions within the FFD require members to log specific continuing education hours to maintain licenses and certifications.

SOG(s) shall be developed and maintained to address continuing education. In order for the department to provide the level of service the city and citizens are accustomed to, and operate at the highest safety level, continuing education shall be a driving factor of the yearly training plan.



Fayetteville Fire Department		
Administrative Policies		
Personal Protective Equipment (PPE)		
Version 3	Created: June 26, 2023	Revised: March 28, 2024 DRAFT
SOG Reference:	208, 209, 210, 211	
CFAI Reference:	11A	

Purpose

The purpose of this policy is to identify and define what Personal Protective Equipment (PPE) is. As well this policy will provide a framework for Standard Operating Guidelines to follow, addressing the purchasing, issuing, use, inspection, cleaning, maintenance, and ultimate destruction/disposal of degraded fire department owned PPE.

Definitions

Bunker Gear (Bunkers)	Bunker Gear, also known as bunkers or turnout gear, is the protective ensemble a fire fighter wears during various emergency operations, including structural firefighting. Bunker Gear consists of a helmet, flash hood, coat, gloves, suspenders, pants, <u>bailout kit</u> and boots. Ensemble shall be compliant to the current NFPA Standard.
Structural Ensemble	Full bunker gear ensemble plus SCBA, integrated PASS device, and face mask. The full structural ensemble will be worn anytime a firefighter is working in an immediate danger to life and health (IDLH) environment at a structure fire.
Wildland Gear	Wildland gear (Light Gear) is a limited protective light ensemble. Wildland gear consists of a helmet, eye protection (when applicable) coat, pants, boots, appropriate gloves for the task being performed. Light gear may be worn during technical operations, wildland firefighting, automobile extrications/rescues, outside training operations, or other appropriate situations. Wildland gear is not to be worn during interior firefighting operations. Ensemble shall be compliant to the current NFPA Standard.
Swiftwater Gear	Swiftwater gear is a complete PPE ensemble consisting of a helmet, eye protection (when applicable), wet or dry suit, gloves, footwear, personal flotation device (PFD), rescue knife, whistle, and personal locator beacon (PLB). Ensemble shall be compliant to the current NFPA Standard.
Vapor-Protective Ensemble	Vapor-Protective Ensemble (VPE) shall consist of an appropriate helmet, eye protection, appropriate HAZMAT encapsulation suit, appropriate gloves, footwear, and SCBA with facemask. Ensemble shall be compliant to the current NFPA Standard.



Fayetteville Fire Department		
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Personal Protective Equipment (PPE)		
Version 3	Created: June 26, 2023	Revised: March 28, 2024 <u>DRAFT</u>
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Liquid Splash Ensemble

A full liquid splash protective ensemble shall consist of adequate head, eye, and airway protection, appropriate liquid splash protection suit, appropriate gloves, and footwear. Ensemble shall be compliant to the current NFPA Standard.

Medical Call Ensemble

All department members are encouraged to exercise their best judgment when responding to an emergency medical call. At a minimum liquid proof non latex exam gloves will be available on all apparatus and should be worn on every medical call and discarded in the appropriate manner after the call is terminated. N95 masks will be available on all apparatus for use.

Hearing Protection

Hearing protection will be provided to all members of the FFD operating in environments where sound levels equal or exceed eighty-five (85) dbA. Hearing protection will meet or exceeds the minimum requirements set forth in [29 Code of Federal Regulations 1910.95, Occupational Noise Exposure](#) and [NFPA 1500, Standard on Fire Department Occupational Safety and Health Program, Section 7.21](#).

Hearing protection will consist of headphones inside fire apparatus that must be worn while members are riding an apparatus. Hearing protection consisting of ear plugs will be provided to all members and should be worn anytime a member is working in an environment outside of an apparatus where sound levels equal or exceed eighty-five (85) dbA.

Eye Protection

Eye Protection shall be provided on every apparatus. Eye protection will conform to [29 Code of Federal Regulations 1910.133, Eye and face protection](#) and [NFPA 1500, Standard on Fire Department Occupational Safety and Health Program, Section 7.21](#).

Other PPE

While this policy lists specific forms of PPE there are numerous forms utilized by department members that are unlisted here. These forms of PPE are typically for day to day operations such as housekeeping or yard work and do not need to be specifically cited. Department members are expected to use their experience, training, and best judgement when and how these forms of PPE should be utilized. SOGs and EOGs may detail PPE not cited here.

Policy



Fayetteville Fire Department		
Administrative Policies		
Personal Protective Equipment (PPE)		
Version 3	Created: June 26, 2023	Revised: March 28, 2024 <u>DRAFT</u>
SOG Reference:	208, 209, 210, 211	
CFAI Reference:	11A	

Standard Operating Guidelines (SOGs) will be developed and maintained by the Fayetteville Fire Department (FFD) concerning the use of the defined types of PPE. It will be the policy of the FFD to purchase and provide PPE that conforms to the current NFPA standard for each type of ensemble.

The department recognizes that not every situation or every call will require every member to be in full PPE.

- Example: A Driver/Operator will not need to be in a full structural ensemble while working at a pump panel during a structure fire, however, a Safety Officer might need a full ensemble if they are downwind outside of the same burning structure. Department members are expected to rely on their training and best judgment when operating at a scene.
- ANY department member that is entering or working in an IDLH environment will wear the correct full ensemble for the environment they are in.

For further information, reference specific SOGs for each type of PPE.



Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 1	Created: March 24, 2023	Revised: November 7, 2024
SOG Reference:	119, 125, 128, 601, 602	
CFAI Reference:	Category 10: External Systems Relationships	

Purpose

The purpose of this policy is to establish and govern guidelines for cooperation between the Fayetteville Fire Department (FFD) and external agencies. Examples of such agencies are neighboring professional and volunteer fire departments, Central Emergency Medical Services (CEMS), The Arkansas Department of Emergency Management (ADEM), the Fayetteville Police Department (FPD), the University of Arkansas Police Department (UAPD), Washington County Sheriff's Department (WCSO), and federal level departments or agencies.

The FFD recognizes the importance of cooperation with external agencies in the event of large-scale emergencies, disasters, or other incidents that require a coordinated response. The department will work collaboratively with external agencies to ensure the safety of the public, emergency responders, and property.

General Guidelines

The FFD will maintain open lines of communication with external neighboring professional & volunteer fire departments, local law enforcement agencies, emergency medical services, state level agencies, and federal agencies. When a multi-agency response is requested or required the department shall follow [National Incident Management System](#) (NIMS) protocols.

The department will work cooperatively with outside agencies to ensure a coordinated response to incidents and exchange information with other agencies as necessary to ensure the safety of the public, emergency responders, and property.

Definitions

Mutual Aid Mutual aid agreements are agreements between two or more jurisdictions to render assistance and resources to the other jurisdiction when requested.

Automatic Aid Automatic aid that is pre-arranged between neighboring departments covering a specific area along the jurisdictional boundary that provide for automatic initial dispatch of both departments.

1. Typically referred as "Auto-Aid".
2. Resources are pre-identified for a planned response.



Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 1	Created: March 24, 2023	Revised: November 7, 2024
SOG Reference:	119 , 125 , 128 , 601 , 602	
CFAI Reference:	Category 10: External Systems Relationships	

Policy

Cooperation with neighboring professional and volunteer fire departments

1. The FFD will cooperate with neighboring professional and volunteer fire departments through established automatic and mutual aid agreements. The FFD will work to maintain established agreements and seek to establish agreements with departments that we do not currently have.
 - Requests for mutual aid will be denied when the deployment of FFD resources outside the City would severely compromise the safety of Fayetteville citizens.
2. The FFD will provide mutual aid assistance to neighboring fire departments as requested, and neighboring departments will provide aid and assistance to the Fayetteville Fire Department when requested. The FFD shall follow the [Arkansas Administrative Code](#) that requires fire departments to provide aid to other fire departments and the [Statewide Mutual Aid Plan of the Arkansas Association of Fire Chiefs](#).
3. Automatic Aid Agreements will be maintained by the Fayetteville Fire Department and provided to the appropriate dispatch centers for following neighboring departments.
 - a. Springdale
 - b. Wedington
 - c. Farmington
 - d. Round Mountain
 - e. Goshen
 - f. Wheeler
 - g. Johnson
 - h. West Fork
 - i. [Elkins](#)
 - i.j. [Tontitown](#)



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Cooperation with emergency medical services

1. The Fayetteville Fire Department will cooperate with outside emergency medical services when aid is requested.

Cooperation with the state level agencies

1. The Fayetteville Fire Department will cooperate with Arkansas state level agencies when aid is requested.

Cooperation with local, state, and federal law enforcement agencies

1. The Fayetteville Fire Department will cooperate with law enforcement agencies when aid is requested.

Documentation

The department will maintain documentation of all incidents involving cooperation with outside agencies for the purposes of cost reimbursement, personnel exposure, injuries, and legal proceedings.

Conclusion

The Fayetteville Fire Department is committed to working collaboratively with external agencies to ensure a coordinated response to emergencies, disasters, and other incidents that require a unified response.



Fayetteville Fire Department		
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Agreement Template

Automatic Aid Agreement
Fire Department

The City of Fayetteville Fire Department and the _____ Fire Department agree to enter into an Automatic Aid (auto-aid) partnership for emergency response to fires within a predetermined area in which they will be automatically dispatched as part of the initial fire response. This agreement shall remain in effect for three (3) years from the date of signature. Either party may terminate this agreement by providing ninety (90) days' written notice to the other party.

The City of Fayetteville Fire Department will respond to an automatic aid dispatch in _____ with two fire companies (one designated as RIT) and one command unit for structure fires. The _____ Fire Department will respond to an automatic aid dispatch in Fayetteville with _____

Dispatch Procedures:

- When a call comes in for a fire within the auto-aid area, units from both departments will be simultaneously dispatched through a coordinated effort between the City of Fayetteville Central Dispatch Center and FireCom
- All Responding units will operate on the AWIN radio system and the designated interop channel, alerting both dispatch centers that they are responding (or unable to respond).
- All responding units will use NIMS compliant radio traffic by including the type of apparatus before any number. (i.e. Engine 1234)

Response:

- If a jurisdiction is unable to render auto-aid due to other emergency response requirements or lack of adequate resources, it will contact both dispatch centers and advise of the situation.
- Personal vehicles responding to auto-aid incidents inside the city limits of Fayetteville will be limited to one department officer and will not operate in emergency mode.
- Auto-aid partners can request additional or specific equipment after the initial dispatch has been made. The department head, or designee, will make the decision on the request and notify the appropriate dispatch centers.

Automatic Aid Agreement
Fire Department

The City of Fayetteville Fire Department and the _____ Fire Department agree to enter into an Automatic Aid (auto-aid) partnership for emergency response to structure-



Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 1	Created: March 24, 2023	Revised: November 7, 2024
SOG Reference:	119, 125, 128, 601, 602	
CFAI Reference:	Category 10: External Systems Relationships	



~~fires within a predetermined area in which they will be automatically dispatched as part of the initial structure fire response. This agreement shall remain in effect for three (3) years from the date of signature. Either party may terminate this agreement by providing ninety (90) days written notice to the other party.~~

~~The City of Fayetteville Fire Department will respond to an automatic aid dispatch in _____ with two fire companies (one designated as RIT) and one command unit.~~

~~The _____ Fire Department will respond to an automatic aid dispatch in Fayetteville with one engine company, staffed with three personnel.~~

~~Dispatch Procedures:~~

- ~~• When a call comes in for a structure fire within the auto-aid area, units from both departments will be simultaneously dispatched through a coordinated effort between the City of Fayetteville Central Dispatch Center and FireCom or the City of Springdale Dispatch Center.~~
- ~~• All Responding units will operate on the AWIN radio system and the designated interop channel, alerting both dispatch centers that they are responding (or unable to respond).~~

~~Response:~~

- ~~• If a jurisdiction is unable to render auto-aid due to other emergency response requirements or lack of adequate resources, it will contact both dispatch centers and advise of the situation.~~
- ~~• No personal vehicles will respond to auto-aid incidents inside the city limits of Fayetteville.~~

~~Auto-aid partners can request additional or specific equipment after the initial dispatch has been made. The department head, or designee, will make the decision on the request and notify the appropriate dispatch centers.~~

Effective Date _____



Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 1	Created: March 24, 2023	Revised: November 7, 2024
SOG Reference:	119 , 125 , 128 , 601 , 602	
CFAI Reference:	Category 10: External Systems Relationships	

Signatures

Fayetteville Fire Chief Brad Hardin

Fire Chief _____

Annex A: Document Review Dates.

Version	Date of Review	FFD Review	Aid Department Review
1	YYYY-MM-DD	Name/Position	Name/Position
2	YYYY-MM-DD	Name/Position	Name/Position
3	YYYY-MM-DD	Name/Position	Name/Position



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Jonathan Curth, Development Services Director
SUBJECT: **Administrative Item (Amend Chapters 151 and 164 of the Unified Development Code): Submitted by CITY STAFF. The proposed code change modifies prefabricated construction standards to promote housing opportunities.**

RECOMMENDATION:

City staff recommend approval of a amendment to Chapters 151 and 164 of the Unified Development Code (UDC) as described in Exhibit 'A'.

BACKGROUND:

In ongoing efforts to address housing needs in Fayetteville, it is increasingly apparent that the obstacles to affordability are expansive. These range widely, including national financing structures and international supply lines down to the availability of local labor and various layers of regulation. While the City of Fayetteville's ability to impact larger market forces is limited, the potential to effect change by amending local development standards is as broad as the number of ordinances impacting residential construction. Accordingly, it is necessary to continually evaluate and reevaluate the development code for changing market conditions, shifting community needs, and even changes in technology.

DISCUSSION:

In conjunction with members of Fayetteville's Planning Commission, the Housing Crisis Task Force, and the development community, an interdivisional group of staff identified three sections of the UDC where amendment may improve the availability and diversity of housing in Fayetteville. These include modular construction, accessory dwelling units, and lot frontage, with this ordinance focusing on prefabricated construction:

- **Modular Construction (currently "Prefabricated Construction"):** Proposed amendments clarify what modular construction is (a building constructed off-site to the same codes and standards as conventionally-built structures) and where it is permitted in the city. Language related to residential unit type (single-family, two-family, etc.) is added for congruence with other portions of code, specifically zoning regulations. A definition of modular construction is added to address concerns from Building Safety and provide clarity on the difference between modular construction, prefabricated construction, and manufactured housing (manufactured housing is not addressed or liberalized under these amendments as they are in a different portion of code). Finally, and perhaps most impactful, irrelevant and outdated design standards related to roof pitch, eaves, and minimum building width have been

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eliminated to promote flexibility of design.

Additional initiatives that do not require an ordinance are underway to address Fayetteville's housing needs, with two of the most prominent having the potential to reduce permitting and construction times:

- **Same-Day Inspections:** Currently, when an inspection is requested of the Building Safety Department, they are scheduled for the following day with the exception of emergencies or other urgent cases. While this appears to meet the needs of many customers, requests for same-day inspections are common enough to merit formalizing the service. As a pilot, Building Safety will offer limited numbers of same day inspections on a first-come/first-served basis. If this offering does not compromise inspection responsiveness, the pilot will be reevaluated for possible expansion and afford permit-holders the opportunity to advance construction more rapidly.
- **Over-the-Counter Permitting/Same-Day Permitting:** While gains have been made in improving review times for certain classes of building permit, additional opportunities exist. Most prominent of these is the potential to offer "over-the-counter" or "same day" permits, meaning applications may be submitted and approved within the same day or possibly hour. At least initially, this will come with some limitations, including that the permit does not require review from other departments or divisions, that the assigned reviewer is qualified to complete the review independently, and that the application is complete. Initially this offering is likely limited to building permits under the residential building code, such as single-family dwellings and accessory structures. Despite this apparent limitation, with 559 single-family building permits issued in 2024, the potential time savings for even a portion of these is significant.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Strikethrough -Redlines (#5)

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City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-541

MODIFY PREFABRICATED CONSTRUCTION STANDARDS TO PROMOTE HOUSING OPPORTUNITIES (AMEND CH. 151 & 164):

AN ORDINANCE TO AMEND SECTIONS 151.01 DEFINITIONS AND 164.15 PREFABRICATED CONSTRUCTION OF THE UNIFIED DEVELOPMENT CODE TO ADOPT MODULAR CONSTRUCTION REGULATIONS

WHEREAS, in conjunction with members of Fayetteville’s Planning Commission, the Housing Crisis Task Force, and the development community, an interdivisional group of staff identified three sections of the UDC where amendment may improve the availability and diversity of housing in Fayetteville including modular construction; and

WHEREAS, proposed amendments clarify what modular construction is, how it differs from prefabricated construction, and where it is permitted in the City.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby enacts a definition of modular construction in § 151.01 as follows:

“Modular construction (zoning). Any building or structure constructed off-site under plant-controlled conditions, using the same materials, to the same codes and standards as conventionally built facilities (excluding manufactured homes, as defined by federal standards).”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals the definition of prefabricated construction in § 151.01 and enacts a replacement definition as follows:

“Prefabricated construction (zoning). Any structure built entirely off-site (excluding manufactured homes, as defined by federal standards).”

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.15 **Prefabricated Construction** and enacts a replacement § 164.15 as follows:

“164.15 Modular Construction

(A) Residential Unit. Modular residential units may be considered as single-family, two-family, three-family, four-family, or multi-family residential units.

(B) Additional Requirements. All units shall meet the following requirements:

- (1) The codes adopted by the State of Arkansas and the ordinances of the city;
- (2) Be secured to a permanent masonry or concrete foundation; and
- (3) Have permanent water and sewer connections.

(C) Location of Modular Construction. Modular construction is permitted in all zoning districts where the residential unit type is permitted.”

City of Fayetteville Staff Review Form

2025-541

Item ID

5/6/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Willa Thomason

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Administrative Item (Amend Chapters 151 and 164 of the Unified Development Code): Submitted by CITY STAFF.
The proposed code change modifies prefabricated construction standards to promote housing opportunities.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

EXHIBIT 'A'

151.01 Definitions

M

Modular construction (zoning). Any building or structure constructed off-site under plant-controlled conditions, using the same materials, to the same codes and standards as conventionally built facilities (excluding manufactured homes, as defined by federal standards).

P

Prefabricated construction (zoning). Any structure built entirely off-site (excluding manufactured homes, as defined by federal standards).

164.15 Modular Construction

- (A) *Residential Unit.* Modular residential units may be considered as a single-family, two-family, three-family, four-family, or multi-family residential unit.
- (B) *Additional Requirements.* All units shall meet the following requirements:
 - (1) The codes adopted by the State of Arkansas and the ordinances of the city;
 - (2) Be secured to a permanent masonry or concrete foundation; and
 - (3) Have permanent water and sewer connections.
- (C) *Location of Modular Construction.* Modular construction is permitted in all zoning districts where the residential unit type is permitted.

151.01 Definitions

M

~~-Modular construction (zoning). Any building or structure constructed off-site under plant-controlled conditions, using the same materials, to the same codes and standards as conventionally built facilities (excluding manufactured homes, as defined by federal standards).~~

P

~~-Prefabricated construction (zoning). Any structure built entirely off-site (excluding manufactured homes, as defined by federal standards.~~

164.15 ~~Prefabricated~~ Modular Construction

- (A) *Residential Unit.* ~~Prefabricated~~ Modular residential units ~~shall may~~ be considered as a single-family, ~~two-family, three-family, four-family,~~ or multi-family residential unit, ~~whichever is appropriate, and shall meet the requirements of the governing district.~~
- (B) *Additional Requirements.* ~~In addition it shall be necessary for a~~ All units ~~to shall~~ meet the following requirements:
- (1) ~~The building codes of the city~~ The codes adopted by the State of Arkansas and the ordinances of the city;
 - (2) Be secured to a permanent masonry or concrete foundation; and
 - (3) Have permanent water and sewer connections;
 - ~~(4) Have a minimum roof pitch of four to twelve (4:12);~~
 - ~~(5) Nongable roof ends shall have a minimum overhang of 12 inches; and~~
 - ~~(6) Have a minimum building width of 20 feet.~~
- (C) Location of Modular Construction. Modular construction is permitted in all zoning districts where the residential unit type is permitted.
- ~~(Code 1965, App. A., Art. 7 (13); Ord. No. 1747, 6-29-70; Code 1991, §160.087; Ord. No. 4100, §2 (Ex. A), 6-16-98)~~



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Willa Thomason, Urban Forester

SUBJECT: **VAC-2025-0013: Vacation (3661 W WEDINGTON DR.): Submitted by CRAFTON TULL & ASSOCIATES for property located at 3661 W WEDINGTON DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 32.60 acres. The request is to vacate a 0.95-acre tree preservation easement.**

RECOMMENDATION:

Staff recommends conditional approval of **VAC-2025-0013**, the vacation of the tree preservation easement as shown in the attached Exhibit 'C', with the following conditions of approval:

- The applicant must dedicate a new 2.3-acre tree preservation easement approximately 1,200 ft. south of the existing tree preservation easement and directly abutting another existing 5.30-acre tree preservation easement on the Ozarks Electric campus (Exhibit F1).
- The applicant must plant 48 mitigation trees within the existing 5.30-acre easement situated 850 ft. south of the easement to be vacated to mitigate for the removal of 0.69 acres of canopy from within the existing 0.95-acre easement.

BACKGROUND:

The subject property is approximately 0.50 miles west of I-49, north of Owl Creek, and just south of W. Wedington Dr. The site is relatively flat, with elevations ranging from roughly 1,260 ft at the northern edge to 1,240 ft. at the southernmost point adjacent to W. Persimmon St. The property is zoned R-A, Residential-Agricultural and is currently the location of Wesco Distribution Inc. and is a part of the Ozarks Electric campus. Approximately 0.69-acres of the 0.95-acre tree preservation easement are in canopy-cover.

Request: The applicant proposes to vacate a 0.95-acre tree preservation easement on the property that was dedicated in 2008. The easement is located within the Ozarks Electric Cooperative development area.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested easement vacation, with the conditions as outlined above. The 0.95-acre easement the applicant is requesting to vacate is surrounded by an impervious area and is comprised of four species: hardy pecan (*Carya illinoensis*), white ash (*Fraxinus americana*), pin oak (*Quercus pallustris*), and red maple (*Acer rubrum*). While the vacation of this easement would result in the loss of ~0.69 acres of mature tree canopy, the proposed 2.3-acre easement includes approximately 2.2 acres of canopy, translating to a net canopy increase of 1.61 acres. The dedication of this new easement, along with the requirement to install mitigation trees, would increase the contiguous canopy and ecosystem services on this site. The installation of trees will also provide ecosystem services throughout the Owl Creek watershed,

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helping to slow the rate of storm water runoff, settling and holding sediment and reducing downstream flooding. Additionally, the proposed easement is adjacent to a 5.3-acre existing tree preservation easement, potentially enhancing biodiversity and creating a more robust wildlife habitat corridor.

From a city planning perspective, the existing and proposed easements lie within the same census block group, which has a high Tree Equity Score (TES) of 99—ranking 20th out of 68 block groups in Fayetteville and exceeding the city’s average TES of 87. The area also currently has a 49% tree canopy cover and is considered a low-priority planting area, given its proximity to the city’s 50% canopy goal.

Land use designations also support the proposed change. The existing easement lies within a “City Neighborhood” future land use designation, where development typically features urban landscaping, such as street trees. In contrast, the proposed easement is within both “Residential Neighborhood” and “Natural” designations. These categories emphasize development that respects natural features or preserves wilderness conditions. The proposed easement also falls within the City’s Enduring Green Network, further aligning it with long-term conservation objectives.

In terms of housing supply and development, the vacation does not appear to impact residential development, as the parcel belongs to the Ozark Electric Cooperative campus and is associated with Wesco Distribution Inc. No housing is currently planned, and the applicant may provide more details regarding future use.

In conclusion, while the proposal involves the removal of a mature, healthy, and ecologically valuable easement, the staff-supported alternative offers greater overall benefits in terms of tree canopy protection, ecological connectivity, and alignment with city plans. The recommendation balances environmental stewardship with the city's strategic planning goals.

FACTOR	IMPACT	DISCUSSION	MITIGATING CONDITIONS
Preservation of Existing Tree Canopy			
Net Easement Change	Positive (+)	The applicant proposes to vacate a 0.95-acre tree preservation easement. The parcel proposed as new tree preservation easements totals 1 acre, for a net increase of 0.31 acres in tree preservation easement (Exhibit F).	Staff and the Urban Forestry Advisory Board recommend that the applicant dedicate a 2.3-acre tree preservation easement, for a net increase of 1.3 acres in tree preservation easement (Exhibit F1).
Net Canopy Change	Positive (+)	The existing 0.95-acre easement contains roughly 0.69-acres of canopy cover. The staff-proposed 2.3-acre easement contains 2.2 acres of canopy cover, for a net canopy increase of 1.61 acres of protected tree canopy.	In addition to the protection of an additional 1.6 acres of tree canopy, staff recommends that 48 mitigation trees are planted within the existing 5.3-acre tree preservation easement situated ~850 ft. south of the easement to be vacated.
Preservation of Significant Trees	Negative (-)	56% of the trees in the subject easement are at or above the 18” DBH threshold for “significant trees” as defined in	While a tree survey has not been conducted within the proposed easement, there appear to be numerous

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Preservation of Healthy Trees	Negative (-)	UDC §155. All the trees comprising the 0.69 acres of canopy within the existing easement appear to be healthy.	significant trees. Although 0.69-acres of healthy canopy would be removed with this easement vacation, a net increase of 1.6 acres of canopy would be protected with the proposed easement dedication. Additionally, 48 mitigation trees would be planted to account for tree removal.
Preservation of Beneficial Trees	Negative (-)	Most of the trees within the existing easement to be vacated are mature, healthy, and undoubtedly providing ecosystem services including carbon sequestration, improvements to air quality, and stormwater filtration.	Although 0.69-acres of healthy canopy would be removed with this easement vacation, a net increase of 1.6 acres of canopy would be protected with the proposed easement dedication. Additionally, 48 mitigation trees would be planted to account for tree removal. The proposed tree preservation easement abuts another 5.3-acre easement, providing potential for increased biodiversity and wildlife habitat through continued protection.
Interaction with Urban Forestry Management Plan Tree Equity Score	Positive (+)	The existing tree preservation easement is within a census block group with a Tree Equity Score (TES) of 99 and 49% tree canopy cover. This ranks 20th of Fayetteville's 68 block groups and is above Fayetteville's composite Tree Equity Score of 87.	The proposed easement is within the same census block as the easement to be vacated and has the same TES.
Priority Planting Areas	Positive (+)	The existing easement is a low priority planting area based on its high Tree Equity Score and 49% tree canopy cover. This census block group has a tree canopy cover goal of 50%.	Although 0.69-acres of canopy would be removed with this easement vacation, a net increase of 1.6 acres of canopy would be protected with the proposed easement dedication. Additionally, 48 mitigation trees would be planted to account for tree removal.
Interaction with Other City Plans & Objectives Land Use & Enduring Green	Positive (+)	The existing easement is contained within a "City	N/A

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Network	Neighborhood” future land use designation and, per City Plan 2040, landscaping in this land use designation is urban in form, typically with street trees in sidewalk zones. The existing easement is not within the Enduring Green Network. The proposed tree preservation is contained both within a “Residential Neighborhood” and a “Natural” future land use designation. “Residential Neighborhood” areas are meant to encourage development patterns that respond to features of the natural environment, and “Natural” areas are intended to approximate wilderness conditions with limited development. The proposed easement is situated within the City’s Enduring Green Network.
Housing Supply Neutral	The purpose of the vacation request has not been communicated to staff, but the easement is within the Fayetteville headquarters of Wesco Distribution Inc. on a parcel owned by the Ozark Electric Cooperative campus, and planned development will not be residential. The applicant can speak to development plans.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A - Applicant Request Letter (#4), Exhibit B - Applicant Petition to Vacate (#5), Exhibit C - Proposed Easement Vacation (#6), Exhibit D - Easement Vacation Site Map (#7), Exhibit E - Easement Vacation Description (#8), Exhibit F - Applicant Proposed Easement Dedication (#9), Exhibit F1 - Staff Proposed Easement Dedication (#10)

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Fayetteville, AR 72701

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City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-366

VACATION-2025-0013: (3661 W. WEDINGTON DR.):

AN ORDINANCE TO APPROVE VAC-25-13 FOR PROPERTY LOCATED AT 3661 WEST WEDINGTON DRIVE IN WARD 4 TO VACATE 0.95 ACRES OF TREE PRESERVATION

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of tree preservation is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of tree preservation as described in Exhibit E attached to the Planning Department's agenda memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the drawing attached as Exhibit C and the map attached as Exhibit D to the Planning Department's agenda memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation shall not be effective until the following conditions have been satisfied:

1. The applicant shall dedicate a new 2.3-acre tree preservation easement approximately 1,200 feet south of the existing tree preservation easement and directly abutting another existing 5.30-acre tree preservation easement on the Ozarks Electric Campus as shown in Exhibit F1 attached to the agenda memo.
2. The applicant shall plant 48 mitigation trees within the existing 5.30-acre easement to the south that was dedicated by Plat #23-332 to mitigate for the removal of 0.69 acres of canopy from within the existing 0.95-acre easement.

City of Fayetteville Staff Review Form

2025-366

Item ID

5/6/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Willa Thomason

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0013: Vacation (3661 W WEDINGTON DR.): Submitted by CRAFTON TULL & ASSOCIATES for property located at 3661 W WEDINGTON DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 32.60 acres. The request is to vacate a 0.95-acre tree preservation easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Exhibit A - Applicant Request Letter



Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

February 12, 2025

City of Fayetteville
Planning Commission & City Council
125 W. Mountain Street
Fayetteville, AR 72701

RE: Ozarks Electric Cooperative – Tree Preservation Vacation
CTA Job No. 25101100

To whom it may concern,

This submittal is for the vacation of a Tree Preservation within the Ozarks Electric Cooperative development area. This site is located at 3661 W. Wedington Drive. We are requesting the existing Tree Preservation Easement be vacated and another area on site be dedicated in its place having the same or more square footage and significant trees, according to the attached exhibit.

Should you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,

Sean Johnson
Survey Project Manager

Exhibit B - Applicant Petition to Vacate

PETITION TO VACATE a Tree Preservation Easement located in parcel 765-13729-000 of Lot 2 of Plat Record 2007-00029947, City of Fayetteville, Arkansas.

To: The Fayetteville City Planning Commission and
 The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in parcel 765-13729-000 of Lot 2 of Plat Record 2007-00029947, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows.

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 30.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 71.27 FEET;
THENCE S02°10'38"W 98.65 FEET;
THENCE N87°49'27"W 71.28 FEET;
THENCE N02°10'43"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 7031 SQUARE FEET, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

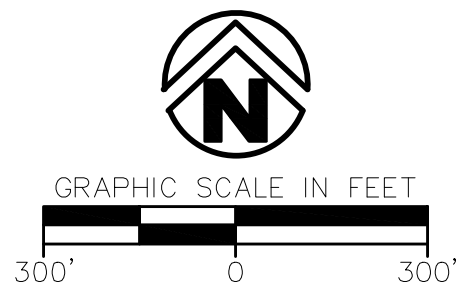
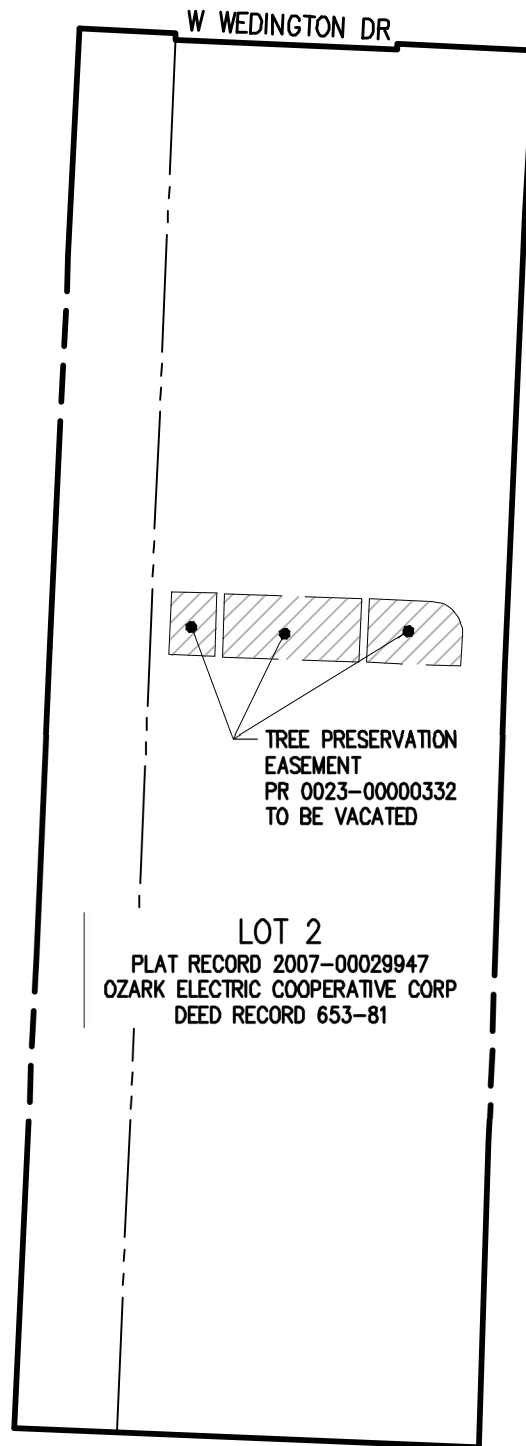
PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 101.27 FEET;
THENCE S87°49'06"E 12.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 213.70 FEET;
THENCE S02°10'48"W 98.63 FEET;
THENCE N87°49'27"W 213.70 FEET;
THENCE N02°10'38"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 21079 SQUARE FEET, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E

Exhibit C - Proposed Easement Vacation



NOTE:
THIS EASEMENT EXHIBIT IS A GRAPHICAL REPRESENTATION OF THE EASEMENT DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PROJECT NO.:	
265101100	
DRAWN BY:	DATE:
	02/10/2025
SHEET:	CHECKED:
1 OF 2	



901 N. 47th St, Suite 400
Rogers, Arkansas 72756

Crafton Tull

479.636.4838 t
www.craftontull.com

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DRAWING: G:\25101100_OZARKSELEC\AC\INFRASTRUCTURE\SURVEY\DWG\ESMT VAV EXHIBIT SHEET 1.DWG
LAYOUT: ---, LAST SAVED: KM676, 2/10/2025 6:30:54 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 2/10/2025 7:11:07 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

Washington, Assessor



Exhibit E - Easement Vacation Description

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 30.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 71.27 FEET;
THENCE S02°10'38"W 98.65 FEET;
THENCE N87°49'27"W 71.28 FEET;
THENCE N02°10'43"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 7031 SQUARE FEET, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

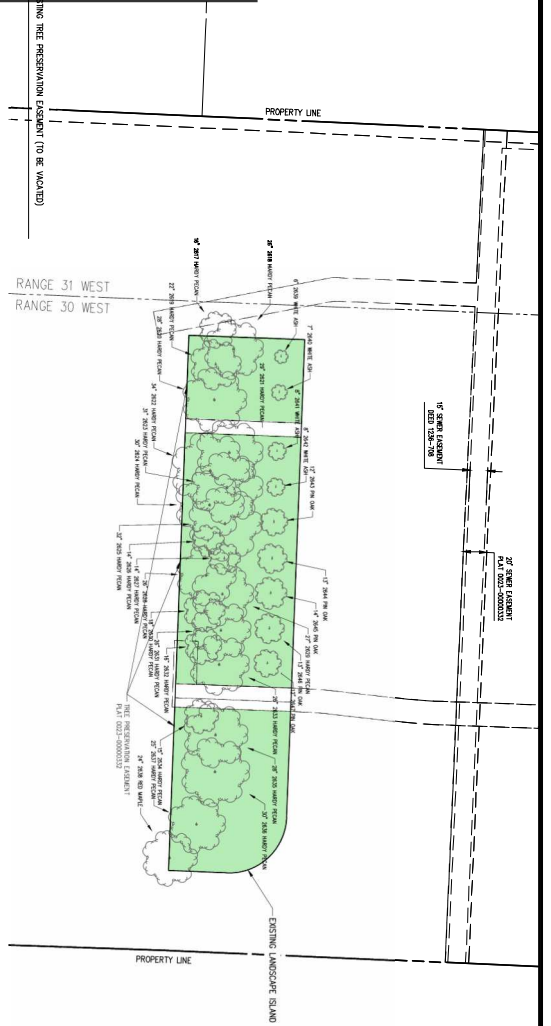
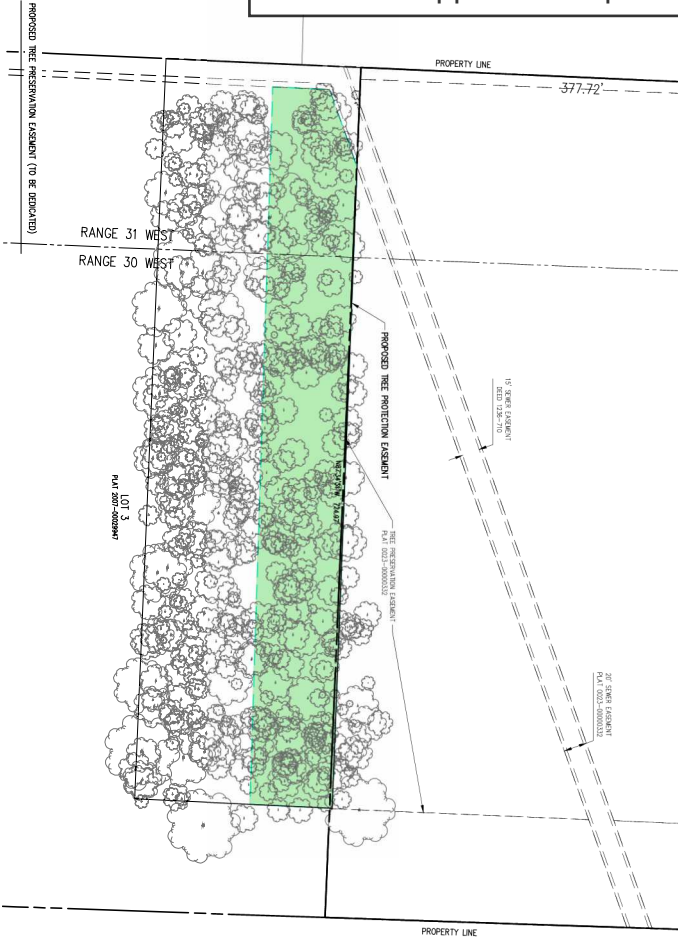
COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 101.27 FEET;
THENCE S87°49'06"E 12.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 213.70 FEET;
THENCE S02°10'48"W 98.63 FEET;
THENCE N87°49'27"W 213.70 FEET;
THENCE N02°10'38"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 21079 SQUARE FEET, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 101.27 FEET;
THENCE S87°49'06"E 12.00 FEET;
THENCE S87°49'12"E 213.70 FEET;
THENCE S87°48'56"E 12.00 FEET TO THE POINT OF BEGINNING;

Exhibit F - Applicant Proposed Easement Dedication



TREE PRESERVATION EASEMENT DETAILS

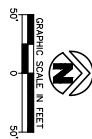
- EXISTING EASEMENT TO BE VACATED:
41,347 SQ FT TOTAL AREA
- PROPOSED EASEMENT:
42,849 SQ FT TOTAL AREA
- PROPOSED PROTECTED AREA INCREASE OF 2,501 SQ FT

LEGEND

- EXISTING TREE
- EXISTING TREE PRESERVATION EASEMENT
- RELOCATED TREE PRESERVATION EASEMENT LIMITS
- EASEMENT



501 N. 47th St., Suite 200
Portland, Oregon 97226
CRAFTON TULL, INC.
www.craffontull.com



OZARKS ELECTRIC
PRESERVATION EASEMENT

TREE PRESERVATION PLAN

T-101

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Exhibit F1 - Staff Proposed Easement Dedication



TREE PRESERVATION EASEMENT DETAILS

EXISTING EASEMENT TO BE VACATED:
41,347 SQFT TOTAL AREA
PROPOSED EASEMENT:
43,428 SQFT TOTAL AREA
PROPOSED PROTECTED AREA INCREASE OF 2,081 SQFT



EXISTING TREE



■ ■ ■ EXISTING TREE PRESERVATION EASEMENT
 ■ ■ ■ RELOCATED TREE PRESERVATION EASEMENT LIMITS
 — — — EASEMENT

OZARKS ELECTRIC
 PRESERVATION EASEMENT



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ISSUED FOR REVIEW

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

DO NOT COVER ACTION

DATE: 01/28/2001
BY: J. H. HONGKONG

PROJECT NO: 21101-100

TREE PRESERVATION PLAN

T-101



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

SUBJECT: **VAC-2025-0004: Vacation (191 S. HILL AVE./VERVE, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 191 S. HILL AVE in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.90 acres. The request is to vacate 0.24 acres of general utility easements.**

RECOMMENDATION:

Staff recommend approval of **VAC-2025-0004** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense, and
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

BACKGROUND:

The subject area is in central Fayetteville approximately 300 feet east of Harmon Field and 900 feet northeast of Fayetteville High School. The overall 2.9-acre subject area contains multiple parcels and is bound by W. Treadwell St. to the north, S. Hill Ave. to the east, W. Putnam St. to the south, and S. Duncan Ave. to the west. The area is currently developed with apartments, single-family dwellings, and a largely undeveloped parcel with off-site parking. Onsite structures were built between 1931 and 1964. The property does not fall within any overlay districts or Master Plan areas. A rezoning from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center was approved by City Council on June 18, 2024, with a Bill of Assurance (RZN-2024-0018). A large-scale development was denied by the Planning Commission and approved by the City Council on appeal in early 2025 to develop the subject property with a total of 272 multifamily units and associated parking (LSD-2024-0029).

Request: The applicant proposes to vacate two existing general utility easements totaling 0.24 acres: a 20-foot wide easement that bisects the block north to south and a 10-foot wide easement that bisects the block east to west. An associated request for right-of-way vacation is being considered separately.

DISCUSSION:

The applicant submitted the required franchise utility approvals with no objections, though with added conditions as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

NA

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Cover Letter (#6), Petition to Vacate (#7), Easement Exhibit (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-528

VACATION-2025-0004: (191 S. HILL AVE./VERVE, 522 - UTILITY EASEMENT):

AN ORDINANCE TO APPROVE VAC-25-04 FOR PROPERTY LOCATED AT 191 SOUTH HILL AVENUE IN WARD 2 TO VACATE 0.24 ACRES OF GENERAL UTILITY EASEMENTS

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of utility easements are not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of utility easements as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following ongoing conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

City of Fayetteville Staff Review Form

2025-528

Item ID

5/6/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0004: Vacation (191 S. HILL AVE./VERVE, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 191 S. HILL AVE in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.90 acres. The request is to vacate 0.24 acres of general utility easements.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

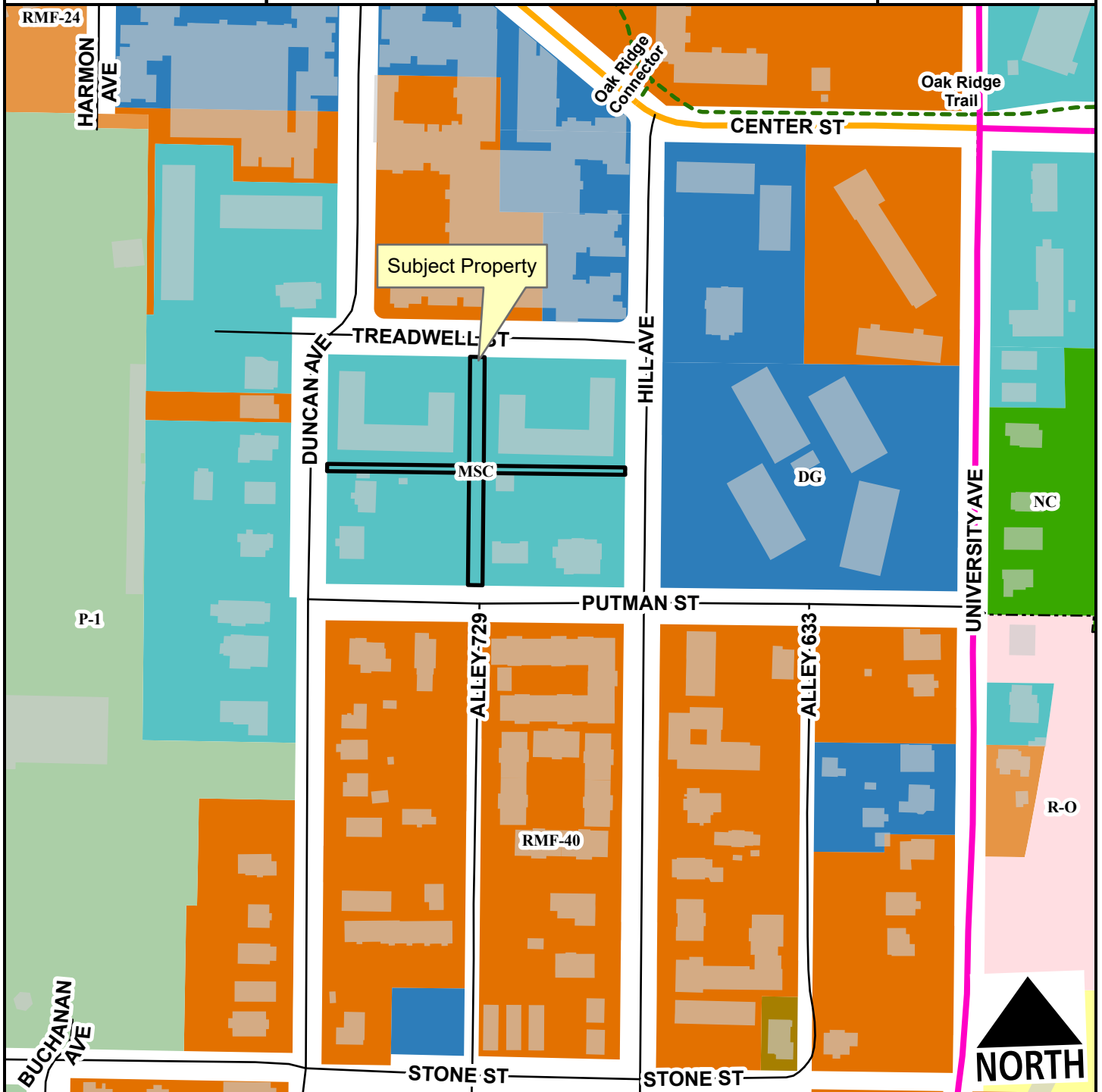
Comments:

VAC-2025-0004

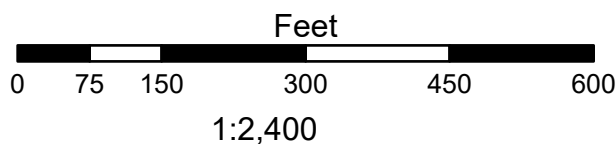
191 S HILL AVE

VAC-2025-0004
EXHIBIT 'A'

Close Up View



- Neighborhood Link
- Urban Center
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District



- RSF-4
- RI-U
- RMF-24
- RMF-40
- Residential-Office
- Main Street Center
- Downtown General
- Neighborhood Conservation
- P-1

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04808-000
98 DUNCAN LLC
EASEMENT VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 2020-00031155:

THE WEST 81.48 FEET OF LOT 7, AND THE WEST 81.48 FEET OF THE SOUTH 25 FEET OF LOT 8, IN BLOCK 5, DUNCAN'S ADDITION, TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 192, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS. SUBJECT TO A PERPETUAL EASEMENT FOR WATER LINES, SEWER LINES, AND GAS LINES ACROSS SAID LOTS AS MENTIONED IN DEED RECORD BOOK 400 AT PAGE 339 AND DEED RECORD BOOK 378 AT PAGE 620.

EASEMENT DESCRIPTION PER WARRANTY DEED 378-620:

THE WEST 81.48 FEET OF LOT NINE (9), AND THE WEST 81.48 FEET OF THE NORTH 25 FEET OF LOT EIGHT (8), OF BLOCK 5 OF DUNCAN'S ADDITION, TO THE CITY OF FAYETTEVILLE, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION TO SAID CITY FILED AND OF RECORD IN THE OFFICE OF CIRCUIT CLERK, EX OFFICIO RECORDER OF SAID COUNTY. ALSO A PERPETUAL EASEMENT FOR WATERLINES, SEWER LINES, AND GAS LINES ACROSS THE WEST 81.48 FEET OF LOT SEVEN (7), AND THE SOUTH HALF OF LOT EIGHT (8) OF SAID BLOCK FIVE (5) OF DUNCAN'S ADDITION TO SAID CITY, AS WATER LINES, SEWER LINES AND GAS LINES ARE NOW THEREON. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04809-000
BRAWNER REAL ESTATE LLC
EASEMENT VACATION, DOCUMENT 881-620

PROPERTY DESCRIPTION PER WARRANTY DEED 2024-00002146:

THE WEST 81.48 FEET OF LOT NINE (9) AND THE WEST 81.48 FEET OF THE NORTH 25 FEET OF LOT EIGHT (8) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 10' UTILITY EASEMENT PER DOCUMENT 881-620 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC) AT THE SOUTHWEST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE WEST LINE OF SAID BLOCK 5, N 02°31'37" E - 84.55 FEET;
THENCE CONTINUING ALONG SAID WEST LINE, N 02°31'37" E - 69.25 FEET TO THE POINT OF BEGINNING (POB ESMT VAC);
THENCE CONTINUING ALONG SAID WEST LINE, N 02°31'37" E - 5.00 FEET;
THENCE LEAVING SAID WEST LINE, S 87°08'09" E - 85.41 FEET;
THENCE S 02°31'36" W - 5.00 FEET;
THENCE N 87°08'09" W - 85.41 FEET TO THE POINT OF BEGINNING (POB ESMT VAC), CONTAINING 427 SQ. FT., OR 0.01 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04804-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, DOCUMENT 881-620

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 5:

PARCEL #5 - LOTS TEN (10), ELEVEN (11) AND TWELVE (12) AND LOTS ONE (1), TWO (2), THREE (3) AND THE NORTH FIVE (5) FEET OF LOT FOUR (4), ALL IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

EASEMENT VACATION 1 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 10' UTILITY EASEMENT PER DOCUMENT 881-620 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 1) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET;
THENCE N 02°36'14" E - 54.57 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 1);
THENCE N 02°36'14" E - 4.57 FEET;
THENCE N 87°08'09" W - 121.88 FEET;
THENCE N 87°08'09" W - 85.41 FEET TO THE WEST LINE OF SAID BLOCK 5;
THENCE ALONG SAID WEST LINE, N 02°31'37" E - 5.00 FEET;
THENCE LEAVING SAID WEST LINE, S 87°08'09" E - 414.59 FEET TO THE EAST LINE OF SAID BLOCK 5;
THENCE ALONG SAID EAST LINE, S 02°40'52" W - 9.52 FEET;
THENCE LEAVING SAID EAST LINE, N 87°09'02" W - 207.28 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 1), CONTAINING 3,015 SQ. FT., OR 0.069 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04807-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, DOCUMENT 881-620

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 3:

PARCEL #3 - ONE HUNDRED TWENTY-SEVEN (127) FEET OFF OF THE EAST END OF LOTS NUMBERED SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 2 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 10' UTILITY EASEMENT PER DOCUMENT 881-620 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 2) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET;
THENCE N 02°36'14" E - 54.57 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 2);
THENCE S 02°36'14" W - 0.43 FEET;
THENCE N 87°08'09" W - 121.88 FEET;
THENCE N 02°31'36" E - 5.00 FEET;
THENCE S 87°08'09" E - 121.88 FEET;
THENCE S 02°36'14" W - 4.57 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 2), CONTAINING 609 SQ. FT., OR 0.014 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04805-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, DOCUMENT 881-620

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 1:

PARCEL #1 - FORTY-FIVE (45) FEET OF EQUAL AND UNIFORM WIDTH OFF THE SOUTH SIDE OF LOT NUMBERED FOUR (4) AND TEN (10) FEET OF EQUAL AND UNIFORM WIDTH OFF THE NORTH SIDE OF LOT NUMBERED FIVE (5) IN BLOCK NUMBERED FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 3 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 10' UTILITY EASEMENT PER DOCUMENT 881-620 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 3) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET;
THENCE N 02°36'14" E - 54.57 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 3);
THENCE S 87°09'02" E - 207.28 FEET TO THE EAST LINE OF SAID BLOCK 5;
THENCE ALONG SAID EAST LINE, S 02°40'52" W - 0.48 FEET;
THENCE LEAVING SAID EAST LINE, N 87°08'09" W - 207.28 FEET;
THENCE N 02°36'14" E - 0.43 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 3), CONTAINING 94 SQ. FT., OR 0.002 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04804-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, ORDINANCE # 2110 (887-319)

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 5:

PARCEL #5 - LOTS TEN (10), ELEVEN (11) AND TWELVE (12) AND LOTS ONE (1), TWO (2), THREE (3) AND THE NORTH FIVE (5) FEET OF LOT FOUR (4), ALL IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

EASEMENT VACATION 1 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 20' UTILITY EASEMENT PER ORDINANCE #2110 (887-319) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 1) AT THE NORTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE NORTH LINE OF SAID BLOCK 5 N 87°05'31" W - 197.49 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 1);
THENCE LEAVING SAID NORTH LINE, S 02°36'14" W - 153.28 FEET;
THENCE N 87°09'02" W - 10.00 FEET;
THENCE N 02°36'14" E - 4.57 FEET;
THENCE N 87°08'09" W - 10.00 FEET;
THENCE N 02°36'14" E - 148.73 FEET TO SAID NORTH LINE OF BLOCK 5;
THENCE ALONG SAID NORTH LINE, S 87°05'31" E - 20.00 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 1), CONTAINING 3,020 SQ. FT., OR 0.069 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04805-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, ORDINANCE # 2110 (887-319)

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 1:

PARCEL #1 - FORTY-FIVE (45) FEET OF EQUAL AND UNIFORM WIDTH OFF THE SOUTH SIDE OF LOT NUMBERED FOUR (4) AND TEN (10) FEET OF EQUAL AND UNIFORM WIDTH OFF THE NORTH SIDE OF LOT NUMBERED FIVE (5) IN BLOCK NUMBERED FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 2 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 20' UTILITY EASEMENT PER ORDINANCE #2110 (887-319) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 2) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 2);
THENCE N 02°36'14" E - 54.57 FEET;
THENCE S 87°09'02" E - 10.00 FEET;
THENCE S 02°36'14" W - 54.57 FEET;
THENCE N 87°09'55" W - 10.00 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 2), CONTAINING 546 SQ. FT., OR 0.013 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04806-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, ORDINANCE # 2110 (887-319)

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 2:

PARCEL #2 - THE SOUTH FORTY (40) FEET OF LOT NUMBERED FIVE (5) AND ALL OF LOT NUMBERED SIX (6) IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 3 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 20' UTILITY EASEMENT PER ORDINANCE #2110 (887-319) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 3) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 3);
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET;
THENCE S 87°09'55" E - 10.00 FEET;
THENCE S 02°36'14" W - 99.49 FEET TO SAID SOUTH LINE OF BLOCK 5;
THENCE ALONG SAID SOUTH LINE, N 87°10'58" W - 10.00 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 3), CONTAINING 995 SQ. FT., OR 0.023 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04807-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, ORDINANCE # 2110 (887-319)

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 3:

PARCEL #3 - ONE HUNDRED TWENTY-SEVEN (127) FEET OFF OF THE EAST END OF LOTS NUMBERED SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 4 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 20' UTILITY EASEMENT PER ORDINANCE #2110 (887-319) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 4) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 4);
THENCE CONTINUING ALONG SAID SOUTH LINE, N 87°10'58" W - 10.00 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 158.64 FEET;
THENCE S 87°08'09" E - 10.00 FEET;
THENCE S 02°36'14" W - 4.57 FEET;
THENCE S 02°36'14" W - 54.57 FEET;
THENCE S 02°36'14" W - 99.49 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 4), CONTAINING 1,586 SQ. FT., OR 0.036 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

April 14, 2025

City Council
Fayetteville Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: Utility Easement Vacation Request for VERVE Student Housing

City Council,

Please accept this Utility Easement Vacation request for the VERV Student Housing development located at 191 S. Hill Avenue , Fayetteville, AR, 72701. These Utility Easement Vacation requests are to remove existing utility easements dedicated to the City of Fayetteville for use in placing public infrastructure through the property to accommodate on-site developments. The easements in question are approximately 10,193 sq ft for two utility easements that bisect the project site, as well as approximately 7,220 sq. ft. of a blanket utility easement at the project site's southwest corner. The intent of this request is to remove the encroachment of these utility easements to accommodate the proposed building footprint.

If you should have any questions, please do not hesitate to contact me. We appreciate your continued support of this project.

Sincerely,
McClelland Consulting Engineers, Inc.



Adam B. Osweiler, PE
Principal | Sr. Project Manager
(479) 443.2377
aosweiler@mce.us.com



1580 East Stearns St.
Fayetteville, AR 72703
(479) 443.2377 P | (479) 443.9241 F
mce.us.com

April 14, 2025

TO: Fayetteville Planning Commission & City Council
RE: VERVE Student Housing General Utility Easement Vacation Petition

PETITION TO VACATE BLANKET AND GENERAL UTILITY EASEMENTS LOCATED IN PARTS OF BLOCK 5 IN VARIOUS LOTS OF THE DUNCAN'S, I.W. ADD SUBDIVISION OF THE ORIGINAL TOWN OF FAYETTEVILLE, CITY OF FAYETTEVILLE, ARKANSAS.

We, the undersigned, being all the owners of the real estate abutting the easements hereinafter sought to be abandoned and vacated, lying in Block 5 of various lots of the Duncan's, I.W. Add subdivision of the Original Town of Fayetteville, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate blanket and general utility easements which is as follows:

See attached descriptions and exhibits for each easement requested to be vacated.

That the abutting real estate affected by said abandonment of the easements are a part of Block 5 of various lots of the Duncan's, I.W. Add subdivision of the Original Town of Fayetteville, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above-described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject, however, to existing easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said easements, and that title to said real estate sought to be abandoned by vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said real estate.

Sincerely,

Katherine Faught of Kerr Investment Company

DocuSigned by:
4/15/2025
KATHERINE FAUGHT
B18CCE3CC08940F...

Marcus and Alexis Necessary of 98 Duncan LLC

Signed by:
4/15/2025
MJ
8070C468AA0C431...

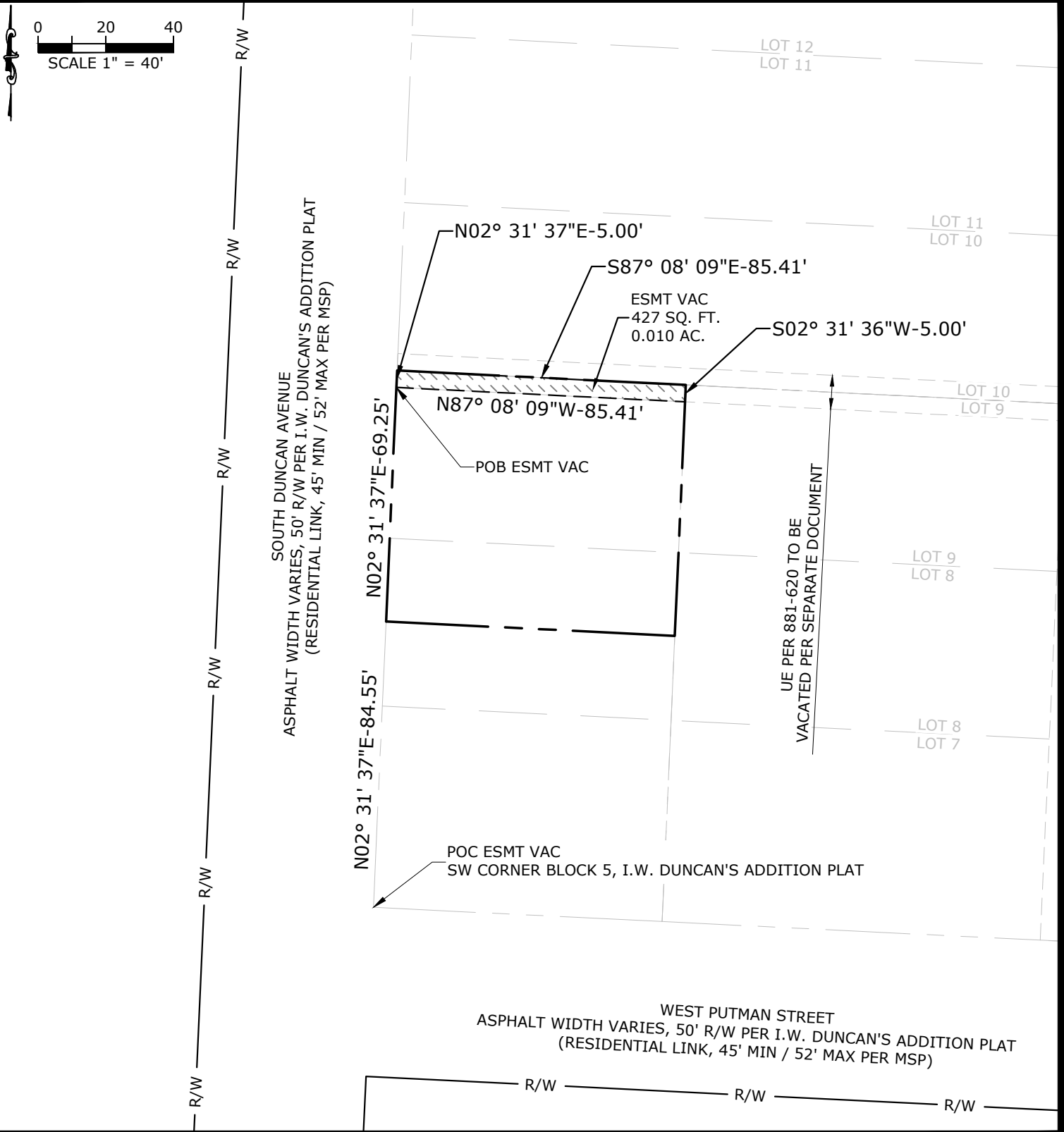
DocuSigned by:
4/15/2025
[Signature]
F9878109F01A4E3...

Kim and Cecily Brawner of Brawner Real Estate LLC

DocuSigned by:
4/15/2025
Kim Brawner
36959E43DA43435...

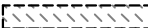
Signed by:
4/14/2025
Cecily Brawner
B66067490D89406...

W:\2024\24-2129 - FAYETTEVILLE, AR - VERVE HOUSING PROJECT LSD SURVEY\BOUNDARY DRAFTING\REV\NEW-CD-242129 VACATION EXHIBITS REV 1.DWG



LEGEND

765-04809-000 — TAX PARCEL NUMBER
2024-00002146 — DEED RECORD
— — — — — EXISTING PROPERTY LINE

 RIGHT-OF-WAY VACATION
 EASEMENT VACATION

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
AO	DB
DATE:	REVISION:
03/26/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	242129

EXHIBIT "A"
MAP

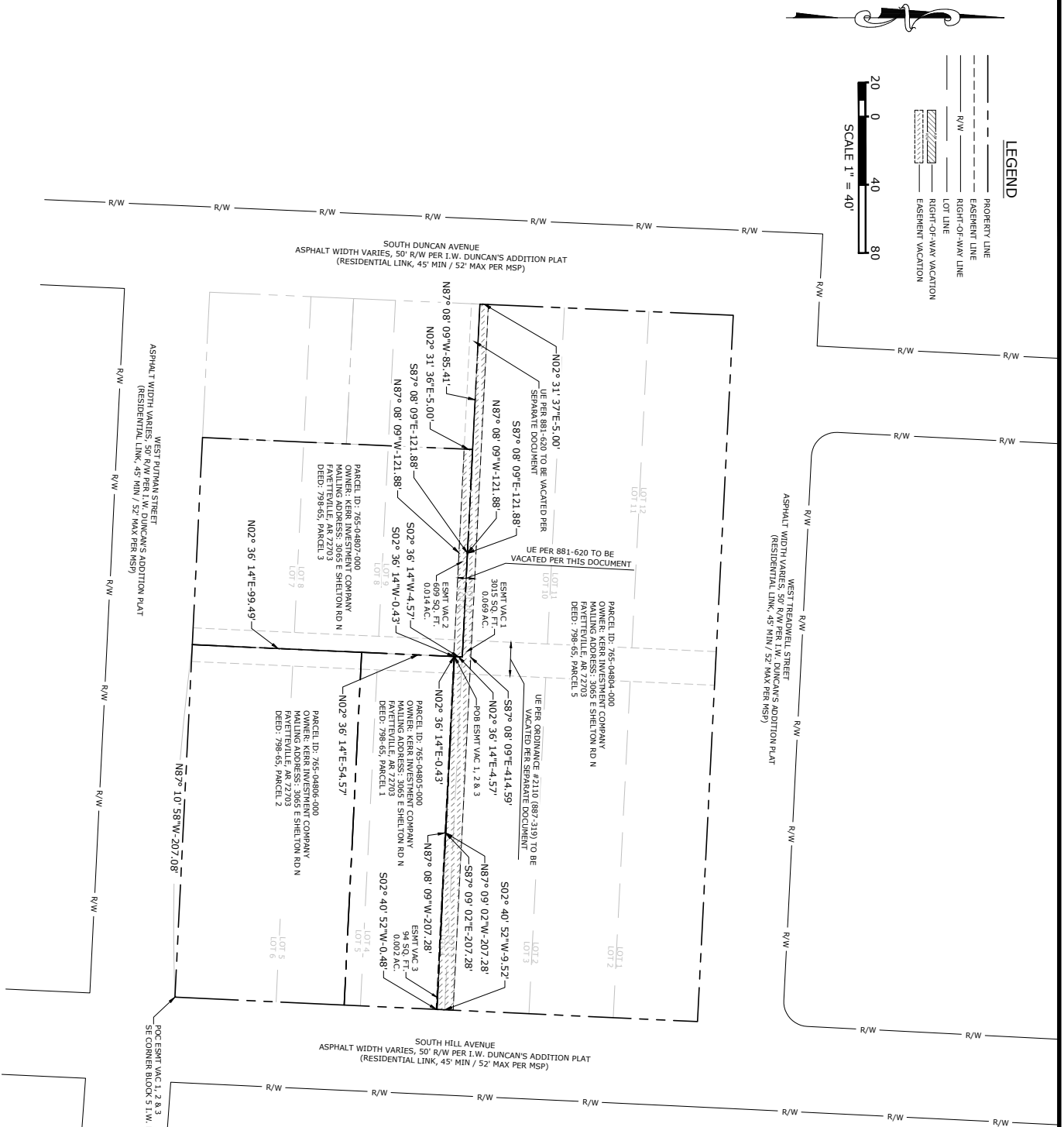
VERVE HOUSING PROJECT LSD
FAYETTEVILLE, ARKANSAS

BRAWNER REAL ESTATE LLC

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

EX-1

03/25



PROJ. MANAGER	
AO	DB
DATE	
03/26/2025	PROJ. NUMBER
AS NOTED	242129
EXHIBIT 'A' MAP	

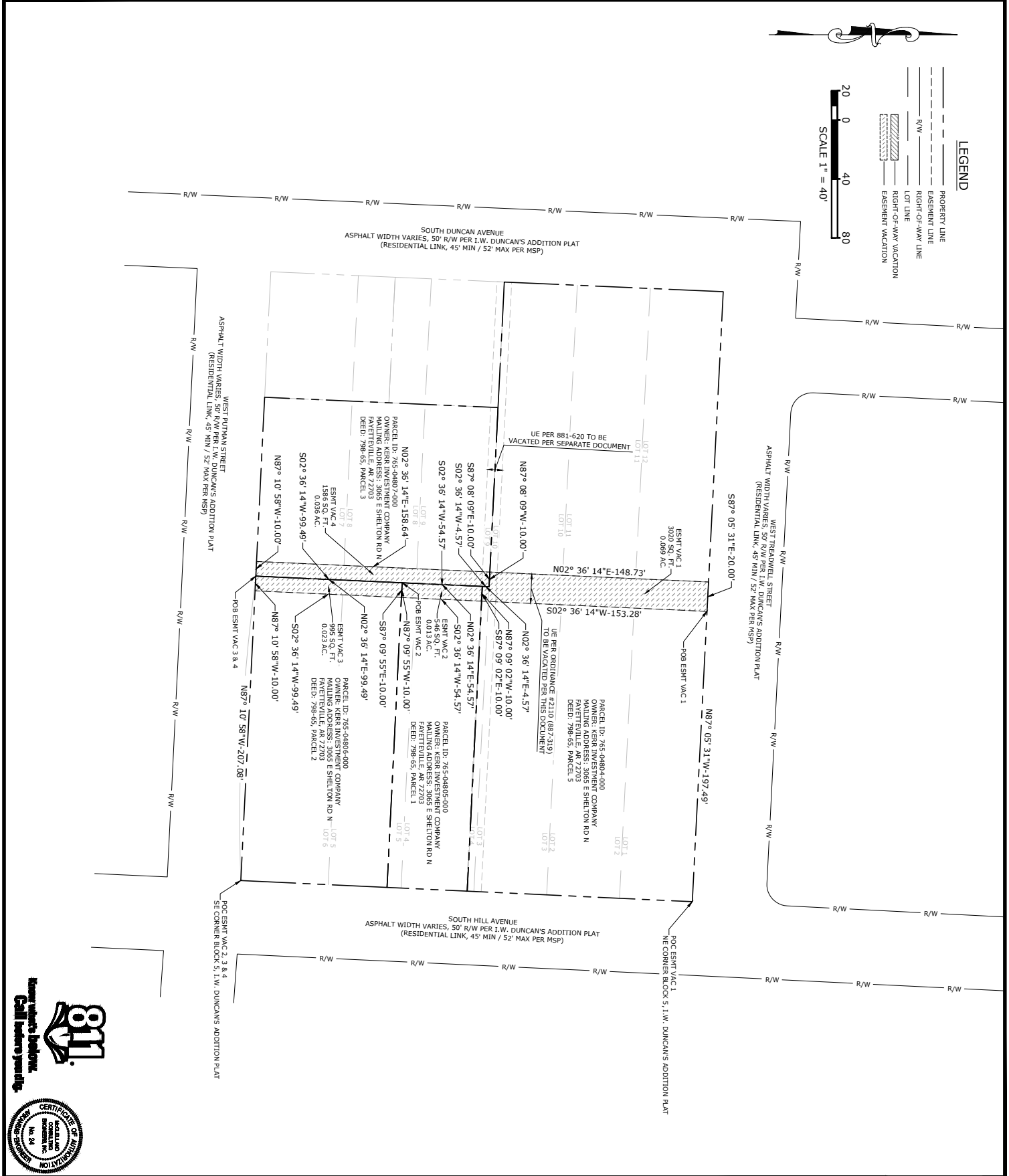
EASEMENT VACATION EXHIBIT

REVISIONS		
REV	DATE	DESCRIPTION

VERVE HOUSING PROJECT LSD
EASEMENT VACATION EXHIBIT

FAYETTEVILLE, ARKANSAS

MCE McClelland Consulting Engineers, Inc.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM



PROJ. MANAGER
AO

DATE
03/26/2025

SCALE
AS NOTED

EXHIBIT "A" MAP

DESIGNER
DB

REVISION
03/26/2025

PROJ. NUMBER
242129

REV

DATE

DESCRIPTION

VERVE HOUSING PROJECT LSD
EASEMENT VACATION EXHIBIT

FAYETTEVILLE, ARKANSAS

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

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MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer
Waylon Abernathy, Bond Projects & Construction Dir

FROM: Quin Thompson, Facilities & Bldg Maint Manager

SUBJECT: **SEVEN HILLS HOMELESS CENTER - WALKER FAMILY COMMUNITY CAPITAL IMPROVEMENTS (SERVICE CONTRACT):**

RECOMMENDATION:

Staff recommends approval of a contract with Seven Hills Homeless Center in the amount of \$40,000 for the 2025 fiscal year for capital improvements or design services at the Walker Family Residential Community.

BACKGROUND:

Each year since 2017 the City Council has passed resolutions approving contracts to provide funding assistance for repairs at the Walker Family Residential Community. As in previous years. Seven Hills and Facilities Management have outlined several items for repair or replacement to help support their programs. Items identified for 2025 include engagement of design services to develop a master plan for an expansion of the Walker Residential Facility or for items critically needed as identified and approved by the City Bond Project & Construction Director.

DISCUSSION:

A request for capital improvements at the WFRM was included in the 2025 CIP budget approved by City Council. The amount of that request totaled \$40,000. The attached contract provides for the disbursement of this appropriation upon evidence of a contract or purchase commitment for work as approved by the Facilities Maintenance Manager. This will ensure that the projects funded will be those identified and agreed upon by both Seven Hills and the City.

BUDGET/STAFF IMPACT:

This project is funded by 2025 Sales Tax Capital Improvement funds.

ATTACHMENTS: SRF (#3) , 7-Hills Contract (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-476

SEVEN HILLS HOMELESS CENTER - WALKER FAMILY COMMUNITY CAPITAL IMPROVEMENTS (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER IN THE AMOUNT OF \$40,000.00 FOR CAPITAL IMPROVEMENTS AT THE WALKER FAMILY RESIDENTIAL COMMUNITY AND MASTER PLANNING FOR AN EXPANSION OF THE FACILITY

WHEREAS, each year since 2017, the City Council has authorized contracts to provide funding assistance for repairs at the Walker Family Residential Community; and

WHEREAS, Seven Hills and Facilities Management have outlined several items for repair or replacement to help support their programs, including engagement of design services to develop a master plan for a future expansion of the Walker Family Residential Facility.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a contract with Seven Hills Homeless Center in the amount of \$40,000.00 for capital improvements, including master planning for an expansion project, at the Walker Family Residential Community.

City of Fayetteville Staff Review Form

2025-476

Item ID

5/6/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Quin Thompson

4/10/2025

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Seven Hills Homeless Center in the amount of \$40,000 for the 2025 fiscal year for capital improvements or design services as the Walker Family Residential Community.

Budget Impact:

4470.140.8900-5400.00

Sales Tax Capital

Account Number

Fund

18004.1

7-Hills Walker Residential Community

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 79,130.00

Expenses (Actual+Encum)

\$ 39,130.00

Available Budget

\$ 40,000.00

Does item have a direct cost? Yes

Item Cost

\$ 40,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACT

FOR BUILDING REPAIR AND MAINTENANCE

Between the City of Fayetteville, Arkansas and Seven Hills Homeless Center

THIS CONTRACT is made by and between the City of Fayetteville, Arkansas (“City”) and Seven Hills Homeless Center (“Seven Hills”), and the parties agree as follows:

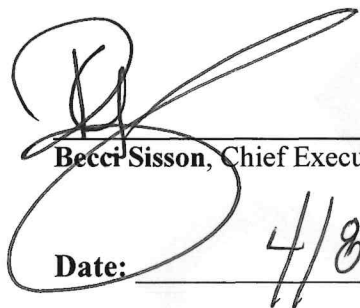
1. **Term.** The term of this contract shall begin April 15, 2025 and end December 31, 2025.
2. **City of Fayetteville’s Rights and Responsibilities.**
 - a. City shall provide the amount of \$40,000.00 for building repair and maintenance subject to the following conditions:
 - i. Funds shall only be used for engagement of design services to develop a masterplan for an expansion of the Walker Residential Facility or for items critically needed as identified and approved by the City Bond Project & Construction Director.
 - ii. City may disburse funds prior to commencement of a repair or maintenance project only upon a request that is supported by a valid contract or purchase order with a third party vendor on as needed basis approved in writing by the City Bond Project & Construction Director or the City’s Chief Financial Officer.
 - iii. City may reimburse Seven Hills for completed repair or maintenance work that was approved in writing prior to commencement of the work by the City Bond Project & Construction Director or the City’s Chief Financial Officer
 - iv. All work funded by the City shall be limited to the Walker Family Residential Community complex.
 - b. City, through its Purchasing Division, will be available for consultation by Seven Hills to ensure City policies for quotes and bids are followed correctly.
3. **Seven Hills Homeless Center’s Rights and Responsibilities.**
 - a. Seven Hills shall comply with the City’s purchasing policies for contracts and expenditures for building repair and maintenance of \$5,000.00 or more, including:
 - i. Obtaining at least three written quotes for any contract or expenditure between \$5,000.00 and \$50,000.00; and
 - ii. Advertising for bids for any contract or expenditure over \$50,000.00.
 - b. Seven Hills shall obtain at least three written quotes for any contract or expenditure for design services of \$5,000.00 or more, or the selections is from the City’s On-Call Architecture and Engineering Approved Vendors list for up to \$35,000.
 - c. Seven Hills shall submit quarterly reports (due no later than March 31, June 30, September 30 and December 31, 2024) to the City Bond Project & Construction Director detailing:

- i. The status of repair and maintenance projects being funded by the City;
and
 - ii. A full accounting of the funds received by Seven Hills from the City pursuant to this contract through the date of the report.
 - d. Seven Hills shall run its facilities and programs in an appropriate manner and shall continue to provide the same level of services to the community as has been provided during year prior to the execution of this contract.
 - e. Seven Hills shall promptly notify the City of any repair or maintenance issues of which it becomes aware during the term of this contract.
4. **Contract Amendments.** Changes, modifications or amendments to the scope, price or fees dictated by this Contract shall not be allowed without a prior formal Contract amendment approved by the Mayor and the City Council of Fayetteville and by the authorized agent of Seven Hills Homeless Center **in advance** of the change.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth below.

SEVEN HILLS HOMELESS CENTER

**CITY OF FAYETTEVILLE,
ARKANSAS**



Becci Sisson, Chief Executive Officer

Date: 4/8/25

Molly Rawn, Mayor

Date: _____

ATTEST:

Kara Paxton City Clerk



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **VAC-2025-0009: Vacation (235 W. 7TH ST./ANDERSON, 562): Submitted by BLEW & ASSOCIATES for property located at 235 W. 7TH ST. in WARD 1. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.43 acres. The request is to vacate 0.05 acres of right-of-way.**

RECOMMENDATION:

City staff and the Planning Commission recommend approval of VAC-2025-0009 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense,
2. A 15-foot-wide utility easement shall be dedicated from the overhead primary conductor on the east side of Locust Street, as requested by AEP/SWEPCO,
3. A 10-foot-wide utility easement shall be dedicated with a gas line being the center of said utility easement, as requested by Black Hills Energy, and
4. A 15-foot-wide easement shall be dedicated along the eastern property line of proposed Tract 2 to provide adequate easement corridor for existing sewer line in vicinity, as requested by Water/Sewer.

BACKGROUND:

The subject property adjacent to the right-of-way associated with this request is located at the southeast corner of 7th Street and Locust Avenue in the Walker Park Neighborhood. It contains one parcel totaling about 0.43 acres which is zoned DG, Downtown General. The property is developed with a single-family dwelling which Washington County records indicate was built in 1936.

Request: The applicant is requesting to vacate a portion of street right-of-way totaling approximately 0.05 acres.

DISCUSSION:

City staff supports the applicant's request to vacate the subject right-of-way, with conditions. The existing right-of-way is wider than what is required by the Master Street Plan, and it includes the driveway and part of the house associated with the adjacent property. Vacating it would eliminate that encroachment by placing the entire house outside of the right-of-way.

At the April 14, 2025 Planning Commission meeting, this item was forwarded to City Council with a

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

recommendation of approval by a unanimous vote of 7-0-0. Commissioner Garlock made the motion and Commissioner Castin seconded it. No commissioners commented on the item and no members of the public spoke at the meeting. Staff recommended, and the Planning Commission approved, a condition requiring a revision of the vacation description. This was recommended since the applicant's original request sought to vacate more right-of-way than what would be required by the Master Street Plan. The applicant has since revised their request to align with it.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-537

VACATION-2025-0009: (235 W. 7TH ST./ANDERSON, 562):

AN ORDINANCE TO APPROVE VAC-25-09 FOR PROPERTY LOCATED AT 235 WEST 7TH STREET IN WARD 1 TO VACATE 0.43 ACRES OF RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of right-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation shall not be effective until the following conditions have been satisfied:

1. A 15-foot-wide utility easement shall be dedicated from the overhead primary conductor on the east side of Locust Street, as requested by AEP/SWEPCO.
2. A 10-foot-wide utility easement shall be dedicated with a gas line being the center of said utility easement, as requested by Black Hills Energy.
3. A 15-foot-wide easement shall be dedicated along the eastern property line of proposed Tract 2 to provide adequate easement corridor for an existing sewer line in the vicinity, as requested by the City of Fayetteville Utilities Department.

Section 4: This vacation approval is subject to the ongoing condition that any damage to or relocation of existing facilities will be at the property owner/developer's expense.

City of Fayetteville Staff Review Form

2025-537

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

5/2/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0009: Vacation (235 W. 7TH ST./ANDERSON, 562): Submitted by BLEW & ASSOCIATES for property located at 235 W. 7TH ST. in WARD 1. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.43 acres. The request is to vacate 0.05 acres of right-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

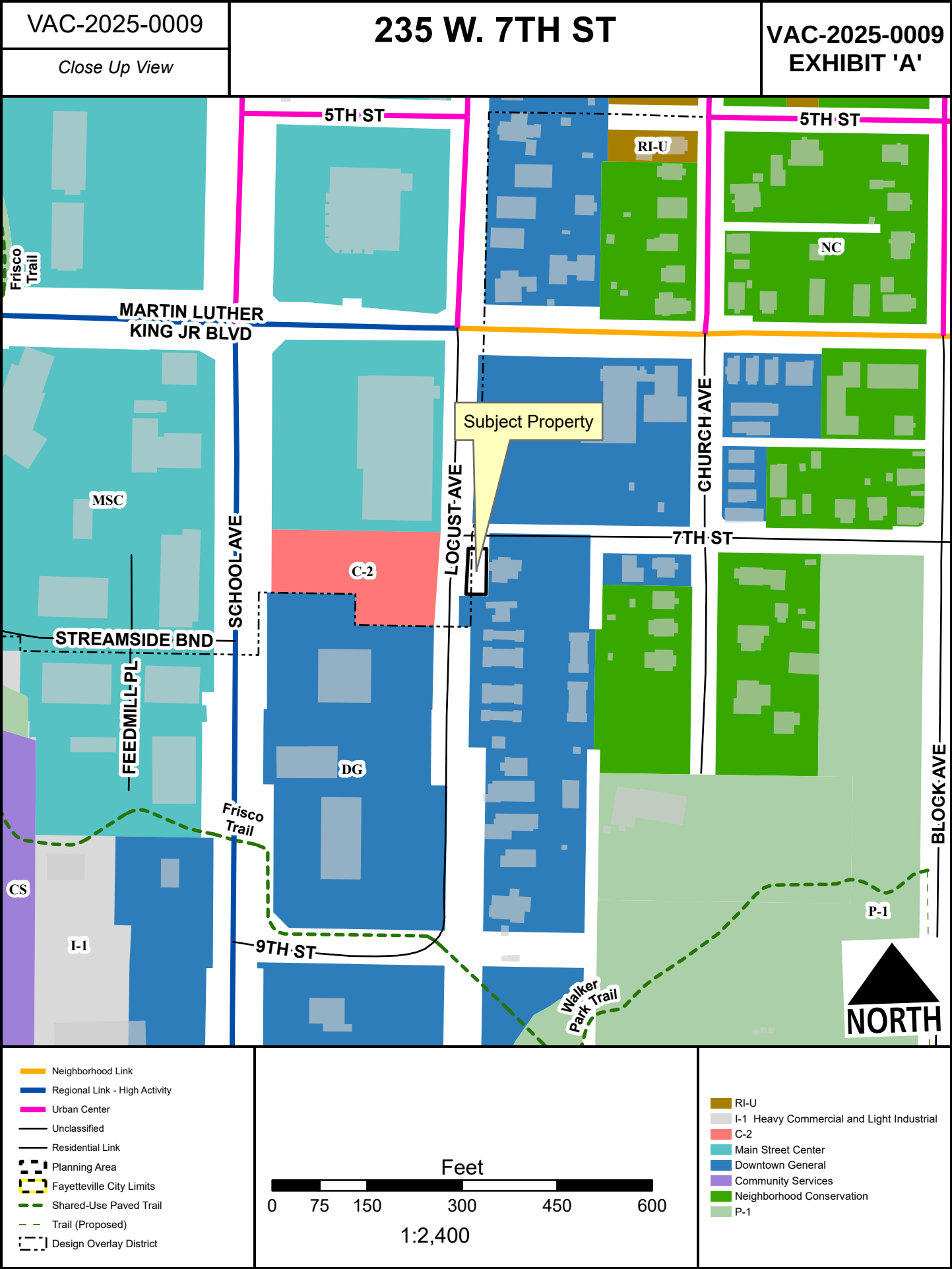
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE EAST LINE THEREOF SOUTH 03°06'58" WEST 25.00 FEET TO A FOUND 5/8" REBAR MARKING THE EXISTING SOUTH RIGHT-OF-WAY LINE OF WEST 7TH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 86°51'17" WEST 20.00 FEET; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE SOUTH 03°05'26" WEST 2.68 FEET TO A SET 5/8" REBAR CAPPED "AR 1926" MARKING THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SAID WEST 7TH STREET; THENCE ALONG SAID PROPOSED SOUTH RIGHT-OF-WAY LINE NORTH 87°08'40" WEST 163.94 FEET TO A SET 5/8" REBAR CAPPED "AR 1926" BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID PROPOSED SOUTH RIGHT-OF-WAY LINE SOUTH 02°31'30" WEST 69.04 FEET TO A SET 5/8" REBAR CAPPED "AR 1926"; THENCE NORTH 87°04'00" WEST 30.60 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH LOCUST AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 06°13'25" EAST 48.22 FEET TO A SET 5/8" REBAR CAPPED "AR 1926"; THENCE NORTH 10°25'40" EAST 21.04 FEET TO A SET 5/8" REBAR CAPPED "AR 1926" MARKING THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF WEST 7TH STREET; THENCE ALONG SAID PROPOSED RIGHT-OF-WAY LINE SOUTH 87°08'40" EAST 24.59 FEET TO THE POINT OF BEGINNING. CONTAINING 0.045 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: April 14, 2025 (updated with results)

SUBJECT: **VAC-2025-0009: Vacation (235 W. 7th ST./ANDERSON, 562):** Submitted by BLEW & ASSOCIATES for property located at 235 W. 7TH ST. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.43 acres. The request is to vacate 0.05 acres of right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2025-0009** to the City Council with a recommendation of approval and with conditions.

RECOMMENDED MOTION:

*"I move to forward **VAC-2025-0009** to the City Council with a recommendation of approval and with conditions as recommended by staff."*

BACKGROUND:

The subject property adjacent to the right-of-way associated with this request is located at the southeast corner of 7th Street and Locust Avenue in the Walker Park Neighborhood. It contains one parcel totaling about 0.43 acres which is zoned DG, Downtown General. The property is developed with a single-family dwelling which Washington County records indicate was built in 1936. Surrounding land uses and zoning are described below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Church	DG, Downtown General
South	Single-Family Residential	DG, Downtown General
East	Single-Family Residential	DG, Downtown General; NC, Neighborhood Conservation
West	Undeveloped	C-2, Thoroughfare Commercial

Proposal: The applicant proposes to vacate a portion of excess street right-of-way totaling approximately 0.05 acres.

DISCUSSION:

Staff supports the applicant's request to vacate the subject right-of-way, with conditions. The existing right-of-way is wider than what is required by the Master Street Plan, and it includes the driveway and part of the house associated with the adjacent property. Vacating it would eliminate that encroachment by placing the entire house outside of the right-of-way. However, the proposed vacation would reduce the width of the right-of-way below the Master Street Plan standard. Therefore, staff recommends a condition requiring that the legal description of the vacation be

revised prior to City Council to ensure that at least 26 feet of right-of-way remains from the centerline of 7th Street and Locust Avenue in accordance with the Master Street Plan standard for a Residential Link Street.

Vacation Approval: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses. The applicant also submitted the required adjacent property approval form with no objections.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided any damage or relocation will be at the applicant's expense.
AEP/SWEPCO	No objections, provided a 15-foot-wide utility easement is dedicated from the overhead primary conductor on the east side of Locust Street.
Black Hills Energy	No objections, provided a 10-foot-wide utility easement remains with a gas line being the center of said utility easement.
AT&T	No objections and no comments.
Ozarks Electric	No objections and no comments.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections, provided a 15-foot-wide easement is dedicated along the eastern property line of proposed Tract 2 to provide adequate easement corridor for existing sewer line in vicinity.
Solid Waste & Recycling	No objections and no comments.
Transportation	No objections and no comments.

Public Comment: To date, staff has not received any public comment on this item.

RECOMMENDATION: Staff recommends approval of **VAC-2025-0009** with the following conditions:

Conditions of Approval:

1. Prior to City Council, the legal description for the right-of-way vacation shall be revised so that the width of the right-of-way along 7th Street and Locust Avenue is no less than 26 feet from the centerline of the road;
2. Any damage or relocation of existing facilities will be at the property owner/developer's expense,
3. A 15-foot-wide utility easement shall be dedicated from the overhead primary conductor on the east side of Locust Street, as requested by AEP/SWEPCO,
4. A 10-foot-wide utility easement shall be dedicated with a gas line being the center of said utility easement, as requested by Black Hills Energy, and

5. A 15-foot-wide easement shall be dedicated along the eastern property line of proposed Tract 2 to provide adequate easement corridor for existing sewer line in vicinity, as requested by Water/Sewer.
-

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>April 14, 2025</u>		☐ Tabled	☒ Forwarded	☐ Denied	
Motion: Garlock		with a recommendation of approval and with conditions.			
Second: Castin					
Vote: 7-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Applicant Request Letter
- Applicant Petition to Vacate
- Survey – Right-of-way to be Vacated
- One Mile Map
- Close-Up Map
- Current Land Use Map

BLEW

Surveying | Engineering
Environmental

March 3, 2025

To Whom It May Concern,

Right-of-Way Vacation

My client, Steve and Mary Anderson, are requesting to vacate a portion of right-of-way within South Locust Avenue at 235 West 7th Street in Fayetteville, AR 72701. This would give the property more area, although not buildable, but this portion of right-of-way has not been used by the city and contains part of the existing property's driveway. This would allow the existing home to conform to building setbacks in this area. Properties south of this one have successfully vacated their portions of right-of-way. This would not affect the adjacent properties in any way. We kindly ask for your approval of this vacation.

Sincerely,

Nikki Littrell

Senior Project Coordinator

Blew & Associates, P.A.



479-443-4506



blewinc.com



3825 N Shiloh Dr.
Fayetteville, AR 72703

PETITION TO VACATE A STREET RIGHT-OF-WAY LOCATED IN LOT 1 AND PT LOT 2,
BLOCK 3 FERGUSON ADDITION CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereinafter sought

to be abandoned and vacated, lying in Lot 1 and part of Lot 2, Block 3, Ferguson Addition City of Fayetteville, Arkansas, a municipal

corporation, petition to vacate a street right-of-way which is described as follows:

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE EAST LINE
THEREOF

SOUTH 03°06'58" WEST 25.00 FEET TO A FOUND 5/8" REBAR MARKING THE SOUTH
RIGHT-OF-WAY LINE OF WEST 7TH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE
NORTH 86°51'17" WEST 20.00 FEET TO A SET 5/8" REBAR; THENCE NORTH 87°04'00"
WEST

163.97 FEET TO A SET 5/8" REBAR BEING THE TRUE POINT OF BEGINNING; THENCE
LEAVING SAID RIGHT-OF-WAY LINE SOUTH 02°31'30" WEST 71.94 FEET TO A SET 5/8"
REBAR; THENCE NORTH 87°04'00" WEST 31.62 FEET TO THE EAST RIGHT-OF-WAY LINE
OF

SOUTH LOCUST AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 04°45'46"
EAST 71.97 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST 7TH STREET; THENCE
ALONG SAID RIGHT-OF-WAY LINE SOUTH 87°04'02" EAST 28.81 FEET TO THE POINT OF
BEGINNING. CONTAINING 0.050 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS
AND

RIGHT-OF-WAYS OF RECORD.

That the abutting real estate affected by said abandonment of the alley are Lot 3 Block 3 Ferguson Addition of each adjoining

lot to the area requested to be vacated) City of Fayetteville used by the public for a period of many years, and that

the public interest and welfare would not be adversely affected by the abandonment of the portion of the above

described street right-of-way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate,

subject, however, to the existing utility easements and sewer easements as required, and that the above described real

estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as

provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville,

Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that

title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as

to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this ³ day of March, 20²⁵.

Mary C Anderson

Printed Name

Mary C Anderson

Signature

Stephen P Anderson

Printed Name

Stephen P Anderson

Signature

LOCATED IN: SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST
235 WEST 7TH STREET, WASHINGTON COUNTY, FAYETTEVILLE, ARKANSAS 72701

LOT NUMBERED ONE (1) IN BLOCK NUMBERED THREE (3) FERGUSON ADDITION TO THE CITY OF FAYETTEVILLE, AS DESIGNATED UPON THE RECORDED MAP OF SAID ADDITION EXCEPT THAT PART ON THE NORTH SIDE NOW EMBRACES IN 7TH STREET IN THE CITY OF FAYETTEVILLE LOT TWO (2) IN BLOCK THREE (3) OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, LOCALLY KNOWN AS 235 WEST 7TH STREET, FAYETTEVILLE, ARKANSAS.

A PORTION OF LOT 1 IN BLOCK 3 FERGUSON ADDITION TO THE CITY OF FAYETTEVILLE, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION, EXCEPT THAT PART OF THE NORTH SIDE NOW EMBRACES IN 7TH STREET IN THE CITY OF FAYETTEVILLE, AND LOT 2 IN BLOCK 3, OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

[illegible]

A PORTION OF LOT 1 IN BLOCK 3 FERGUSON ADDITION TO THE CITY OF FAYETTEVILLE, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION, EXCEPT THAT PART OF THE NORTH SIDE NOW EMBRASES IN 7TH STREET IN THE CITY OF FAYETTEVILLE, AND LOT 2 IN BLOCK 3, OF FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

[illegible]

PORTION OF LAND LYING WITHIN THE PLATTED RIGHT-OF-WAY OF LOCUST STREET. PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

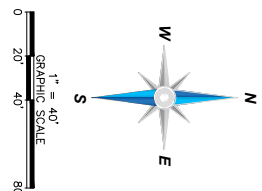
[illegible]

STATE RECORDING NUMBER:
500-16N-30W-0-21-140-72-1926

COMPLETED FIELD WORK:
SEPTEMBER 30, 2024

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED 202-1-0006873.
2. SURETY PLAY FILED IN PLAT BOOK 202 AT PAGE 2336.
BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURETY IS EAST NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE MADS.
DIMENSIONS SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
EXCEPT AS OTHERWISE NOTED, MONUMENTS WERE PLACED AT POINTS WHERE INCONVENIENT.
UNLESS SPECIFICALLY STATED OR SHOWN ON THIS PLAT THIS SURETY DOES NOT SUPPORT TO EFFECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY. EASEMENTS OR OTHER POSSIBLE EASEMENTS WHICH MIGHT BE APPLICABLE TO THE PROPERTY ARE NOT SHOWN ON THIS PLAT. THE SURETY DOES NOT ASSUME RESPONSIBILITY FOR OBTAINING OR ENFORCEMENT OF ANY EASEMENTS, EASEMENTS OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS WHICH AFFECT TITLE SURETY MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACT AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."



Map of the proposed site for the new 1000-unit apartment building. The map shows the site bounded by W 15th St to the west, S 4th St to the east, and S 5th St to the south. A north arrow is in the top left. A legend indicates: 'PROPOSED ACTIVITY' (blue outline), 'HYDROGEOLOGIC ZONE' (red outline), and 'EXISTING TOPOGRAPHY' (brown shading). The map also shows 'RECREATION LINK' and 'NOT TO SCALE'.

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UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE EVIDENCE OF ABOVE GROUND APPURTENANCES WAS NOT PROVIDED WITH UNDERGROUND PLANS MARKINGS TO DETERMINE THE LOCATION OF ANY

**CURRENT ZONING: DG, DOWNTOWN GENERAL
SETBACK REQUIREMENTS:
FRONT - A BUILD-TO ZONE THAT IS LOCATED BETWEEN THE FRONT PROPERTY LINE AND A LINE 25' FROM FRONT PROPERTY**

APN: 765-05417-000
OWNER: ANDERSON, STEVE & MARY FAMILY TRUST
MAILING: 18002 BRENTWOOD MOUNTAIN RD,
WINSLOW, AR 72959

PARENT TRACT
11,770 ± SQUARE FEET
0.270 ± ACRES

TRACT 1
5,309 ± SQUARE FEET
0.122 ± ACRES

TRACT 2
6,460 ± SQUARE FEET
0.148 ± ACRES

SHEET 1 OF 1



BLEW
& ASSOCIATES, P.A.

Surveying
Engineering
Mapping

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703

OFFICE: 479.443.4506 • FAX: 479.582.1883

SURVEY@BLEWINC.COM

www.blewin.com

SURVEY DRAWN BY:

ANC - 10/8/2024

BY: SCALE:

 $\tau = 40'$

ENERGY OF:

1
2
3
4
5

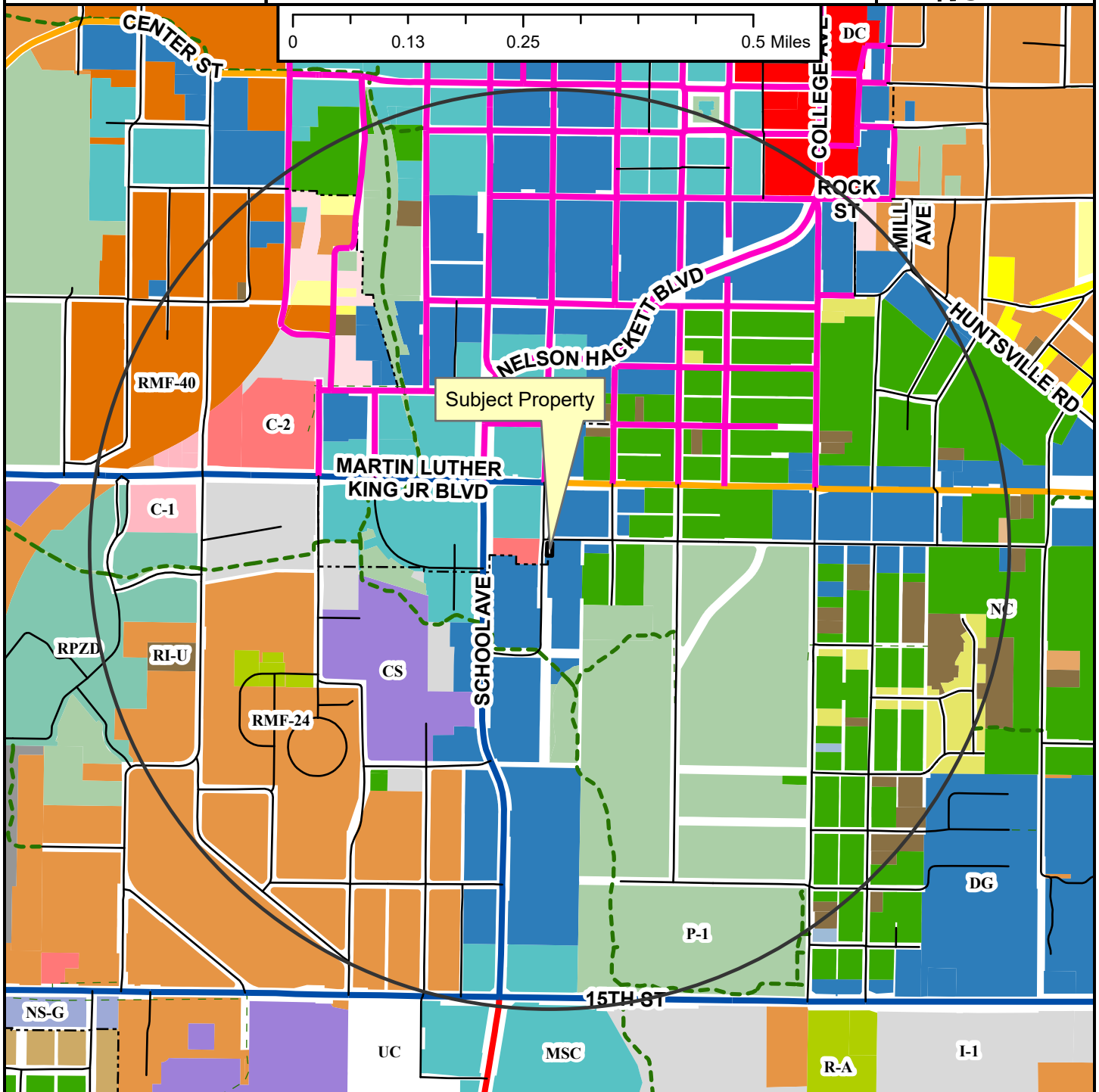
VAC-2025-0009

235 W. 7TH ST

One Mile View

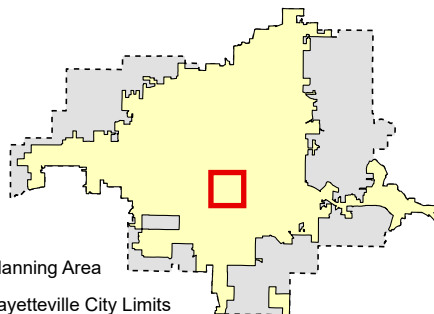


0 0.13 0.25 0.5 Miles

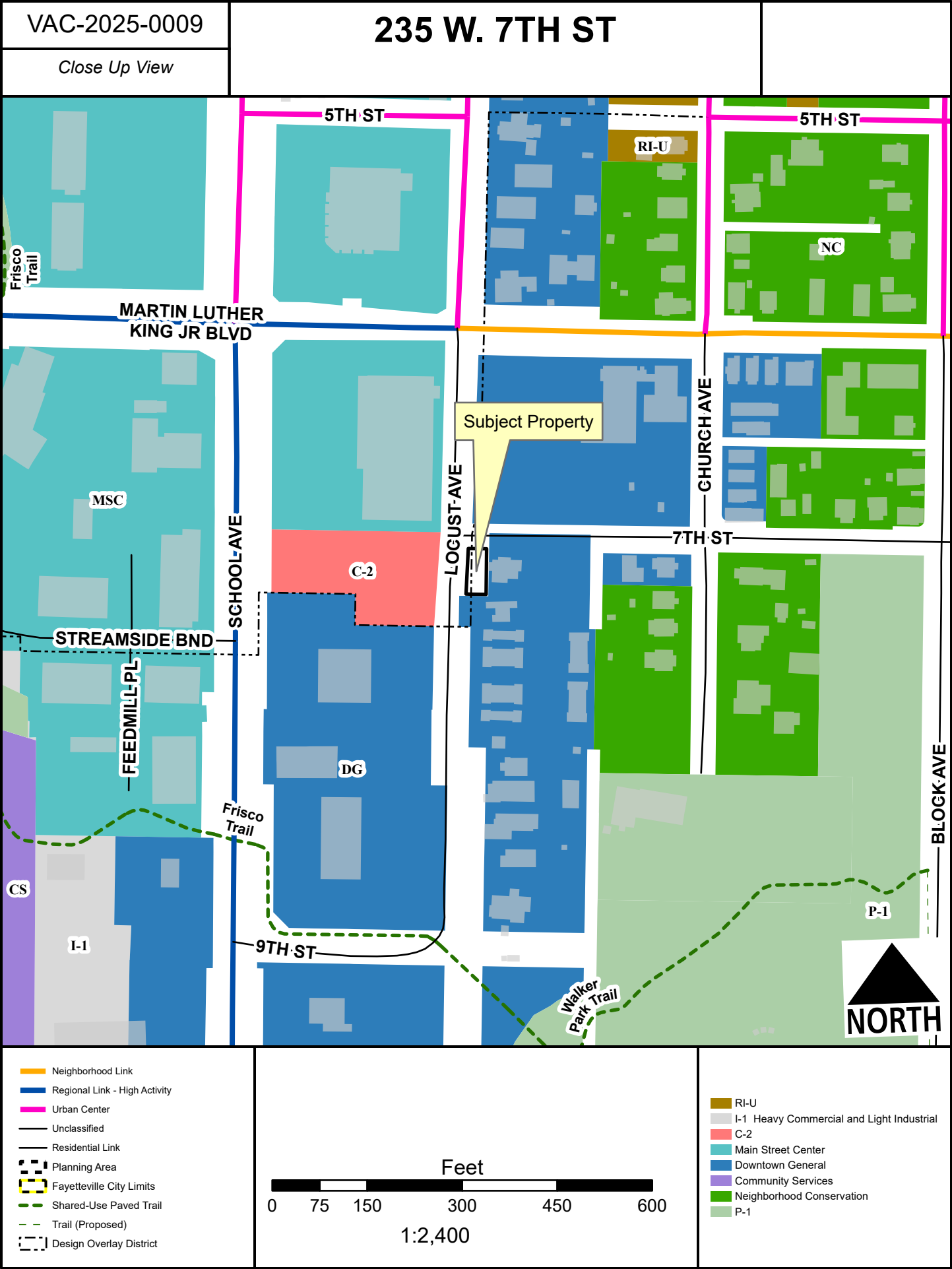


- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area

Planning Area
Fayetteville City Limits



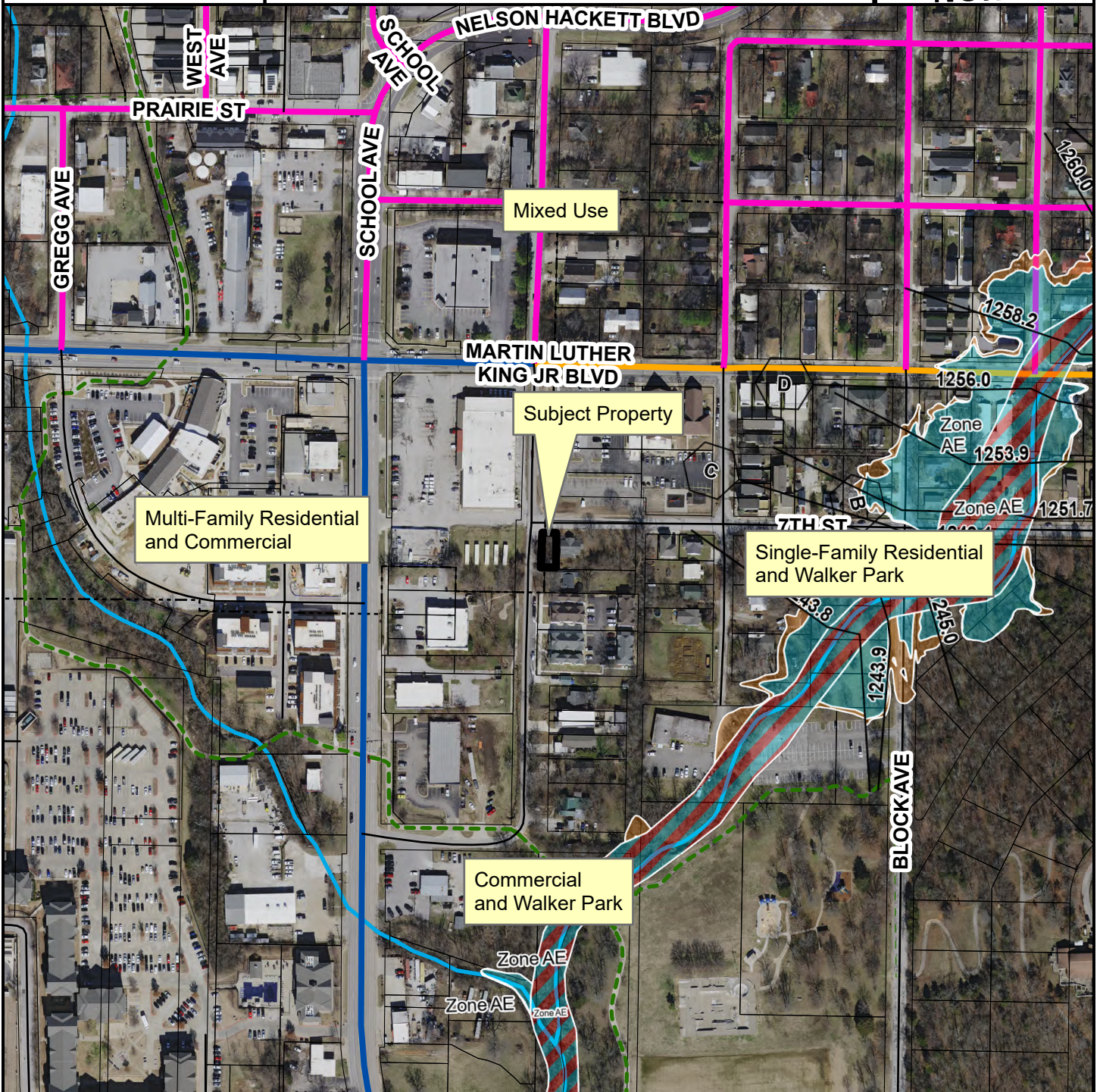
- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- NS-G
 - RI-U
 - RI-12
 - NS-L
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RMF-6
 - RMF-12
 - RMF-13
 - RMF-24
 - RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
 - P-1



VAC-2025-0009

235 W. 7TH ST

Current Land Use



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Jessica Masters, Development Review Manager

SUBJECT: **OUTDOOR MOBILE VENDORS REQUIREMENTS - GATHERING AND PLACEMAKING GOAL (AMENDMENT):**

RECOMMENDATION:

City Staff recommend approval of proposed changes to 178.04 and 97.086 as outlined in the attached exhibits.

BACKGROUND:

As part of the “Gathering and Placemaking” goal outlined in the Fayetteville Park and Recreation Master Plan adopted in 2023, the Parks, Natural Resources, and Cultural Affairs collaborated with Development Services to evaluate code changes to increase opportunities for mobile vendors to operate in city parks. Through this analysis, Development Services also found opportunities to streamline and clarify the permitting process to help promote the small business entrepreneurship opportunities afforded through the mobile vendor ordinance.

DISCUSSION:

Currently, there are 52 active mobile vendor licenses in the City of Fayetteville. Under the existing ordinance, mobile vendors may operate in essentially three ways: with a 12-hour permit to legally park on city streets in appropriately zoned areas; with full-time permission to park on private property; or as part of a mobile vendor court, which applies when five or more vendors operate on a single site.

The current code requires vendors to submit a full site plan, provide property owner consent, HMR tax documentation, and appropriate state health department approvals. Requiring individual vendors to provide a site plan is a major challenge that prevents vendors from obtaining a license; it requires a level of skill that many vendors do not possess, and the information requested does not often apply (setbacks, easements, etc.) because the vendors are not ultimately fixed in place.

Further, by not requiring any site improvements when multiple vendors operate on one site, staff have observed that those sites often lack basic infrastructure such as adequate utilities, restrooms, and seating, which can negatively affect nearby properties and pose safety and sanitation concerns. Oversight of these multi-vendor sites is currently limited, since there is not a requirement to make any improvements until five trucks are located on a site. As a result, enforcement of the outdoor mobile vendor regulations is often borne by individual operators, who may not have the permission or the ability to make the necessary infrastructure improvements if or when issues do arise.

To streamline licensing and improve oversight, staff propose consolidating the vendor licensing process, by

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

lowering the threshold for an outdoor mobile vendor court from five vendors to three, and by simplifying the license requirements for individual operators. Staff contends that making this change will shift the regulatory emphasis to property owners who host mobile vendors, and less regulatory burden on the mobile vendor operators.

In researching this change, staff found that the other major cities within Northwest Arkansas have adopted mobile vendor court requirements after two or more vendors are on site. Based on the level of improvement that the City requires for a mobile vendor court, staff argues that lowering this threshold to three rather than two is in line with rough proportionality standards for site improvements, while still capturing sites that should be providing additional amenities due to the scale of their impact.

The proposed changes to licensing will also help promote and enable operators to locate within public parks without providing a site plan. In order to locate within a park property, an operator must seek approval from the Parks, Natural Resources, and Cultural Affairs Director. For private property, an operator must seek approval from the respective property owner.

Full ordinance changes are attached in the exhibits.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A - 97.086 - Vending and Peddling (#4), Exhibit B - 178.04 - Outdoor Mobile Vendors (#5), Strikethrough Changes (#6)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-598

OUTDOOR MOBILE VENDORS REQUIREMENTS - GATHERING AND PLACEMAKING GOAL (AMENDMENT):

AN ORDINANCE TO AMEND § 97.086 VENDING AND PEDDLING § 178.04 OUTDOOR MOBILE VENDORS OF THE FAYETTEVILLE CODE OF ORDINANCES TO REVISE MOBILE VENDOR REGULATIONS

WHEREAS, as part of the “Gathering and Placemaking” goal outlined in the Fayetteville Park and Recreation System Master Plan adopted in 2023, the Parks, Natural Resources, and Cultural Affairs Department collaborated with Development Services to evaluate code changes that would increase opportunities for mobile vendors to operate in city parks; and

WHEREAS, there are currently 52 active mobile vendor licenses in the City and, under the existing ordinance, vendors are required to submit a full site plan, and provide property owner consent, HMR tax documentation, and appropriate state health department approvals; and

WHEREAS, requiring individual vendors to provide a site plan is a major challenge that may prevent vendors from obtaining a license; and

WHEREAS, by not requiring any site improvements when multiple vendors operate on one site, staff have observed that those sites often lack basic infrastructure such as adequate utilities, restrooms, and seating, which can negatively affect nearby properties and pose safety and sanitation concerns; and

WHEREAS, consolidating the vendor licensing process by lowering the threshold for an outdoor mobile vendor court from five vendors to three, and simplifying the license requirements for individual operators will streamline the licensing process and improve oversight.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 97.086 **Vending and Peddling** and enacts a replacement § 97.086 as shown in Exhibit A attached hereto.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 178.04 **Outdoor Mobile Vendors** and enacts a replacement § 178.04 as shown in Exhibit A attached to hereto.

City of Fayetteville Staff Review Form

2025-598

Item ID

5/20/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

5/2/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Submitted by CITY STAFF. The request is an amendment to 178.04 and 97.086. The proposed code changes would modify requirements associated with outdoor mobile vendors.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

97.086 Vending And Peddling

- (A) *General Prohibition of Selling in City Parks.* No person or business shall within a city park sell anything subject to the exemptions set forth in subsection (B) of this chapter.
- (B) *Exemptions.*
- (1) The city's regularly licensed concessionaires acting pursuant to the authority and regulation of the city are exempt from subsection (A).
 - (2) Nonprofit organizations which have obtained a special events permit may sell nonalcoholic beverages, food and other approved items during an annual event.
 - (3) Sponsors of the Gulley Park Concert Series and other special events offered by the Department of Parks, Natural Resources, and Cultural Affairs may sell food, nonalcoholic beverages, and other approved items during the event when specifically approved by the Director of Parks, Natural Resources, and Cultural Affairs. Approved merchandise may be sold at special events by performers and hosts if approved in advance by the Director of Parks, Natural Resources, and Cultural Affairs.
 - (4) The Farmers' Market and its members may sell items allowed pursuant to subsection 114.02 (C) of the Fayetteville Code on Sundays, Saturdays and one (1) weekday within a portion of the Lake Fayetteville Park that is licensed to the Botanical Garden Society of the Ozarks (if approved by the society) as shown on Exhibit A.



- (5) Organizations that the city directly funds, event sponsors and the non-profit Friends of Fayetteville Parks and Friends of the Yvonne Richardson Community Center are allowed at no charge to setup a table to distribute information at park events upon approval of the Director of Parks, Natural Resources, and Cultural Affairs.
- (6) The Director of Parks, Natural Resources, and Cultural Affairs may approve vendors or appoint market organizers to sell food, nonalcoholic beverages, and arts and crafts in parks as part of city-sponsored events.

(C) Outdoor mobile vendors who sell food and are permitted pursuant to Section 178.04 may operate in city parks as described below:

- (1) Vendors may not locate in the same area that is actively being served by a contracted concessionaire during regular season Fayetteville Parks, Natural Resources, and Cultural Affairs leagues and tournaments.
- (2) Vendors may locate at Gulley Park during a Gulley Park Concert or special event in other parks such as tournaments, reserved park gatherings, etc., if approved by the Director of Parks, Natural Resources, and Cultural Affairs.
- (3) Vendors may locate in parallel parking spaces and spaces designated for food trucks located within parks with prior approval by the Director of Parks, Natural Resources, and Cultural Affairs, and are subject to licensing requirements as outlined in chapter 178.04.

(Code 1965, §17A-29; Ord. No. 1594, 4-1-68; Code 1991, §97.086, Ord. No. 5310, 4-6-10; Ord. No. 5531, 10-02-12; Ord. No. 5666, 3-18-14; Ord. No. 5828, §1(Exh. A), 12-15-15; Ord. No. 5940, §2, 12-20-16; Ord. No. 6664, §2(Exh. A), 5-16-23; Ord. No. 6701, §1(Exh. A), 11-7-23)

178.04 Outdoor Mobile Vendors

- (A) *Purpose.* The purpose of this section is to facilitate and control the ability of mobile vendors and mobile vendor courts to operate while ensuring such use is compatible with nearby properties, fosters an aesthetically appealing streetscape and does not create a dangerous traffic condition.
- (B) *Definitions.*
- (1) *Food trucks.* A type of mobile vendor which is a motorized and operationally self-contained single vehicle equipped with facilities for cooking and selling food.
 - (2) *Food trailers.* A type of mobile vendor which is designed to be towed on public roads and having an enclosed area for storage, handling or preparation of food.
 - (3) *Other vendors.* Mobile vendors are not limited to operating out of a food truck or trailer.
 - (4) *Mobile vendor court.* An outdoor commercial center with three (3) or more mobile vendors in a shared location.
- (C) *Mobile Vendor Permit Requirements.* All mobile vendors shall meet the following requirements and submittals prior to approval:
- (1) Each application for a permit to conduct a mobile vendor business shall be accompanied by a \$125.00 permit review and processing fee. Mobile vendor permits shall be issued to the owner of the mobile vendor vehicle. This application will also serve as the vendor's business license that will be processed as such.
 - (2) Application for a permit to conduct a mobile vendor business shall include the following items in a format acceptable to the Planning Division:
 - (a) Name, address, and contact information of the mobile vendor applicant.
 - (b) A valid copy of all necessary permits required by state and county health authorities which shall be conspicuously displayed at all times during the operation of the business.
 - (c) Proof of application for remittance of HMR tax to the City of Fayetteville, when applicable.
 - (d) Photograph of the proposed vending device from all angles.
 - (3) The mobile vendor has the responsibility to dispose of all wastes in accordance with all applicable laws. Mobile vendors are not permitted to dispose of their trash in public trash receptacles.
 - (4) The mobile vendor permit issued shall not be transferable in any manner.
 - (5) The mobile vendor permit issued shall be conspicuously displayed at all times during the operation of the mobile vending business.
 - (6) The proposed use must be a permitted use-by-right within the underlying zoning district, with the exception of outdoor mobile vendors that will operate in city parks as outlined in 97.086
 - (7) Mobile vendors shall comply with the Federal Americans with Disabilities Act (ADA) requirements if the public has access to the interior of any mobile vending unit.
 - (8) Mobile vendors shall be required to renew their permit on an annual basis following the same timeframe as a standard business license renewal. As part of the renewal process, vendors shall submit an updated copy of the health department permit, HMR tax forms, and a re-inspection by the City Fire Department where applicable. Failure to renew a permit will be cause for revocation by the City Planning Division.

- (D) *Mobile Vendor Courts.* Mobile vendor courts may be permitted administratively in appropriate zoning districts. A property owner may request a permit from the Planning Division to develop a mobile court subject to the following standards:
- (1) The property owner has provided the Planning Division with a detailed site plan of the mobile vendor court showing the location and dimensional relationships of the property lines, all proposed mobile vendor locations, building setbacks, vehicle parking, sidewalk location and proposed dining or sitting areas. The applicant must also provide an overall plan for the provision of water, sewer, and electricity.
 - (2) Site Improvement Requirements.
 - (a) *Site Design.* Sites shall be improved with a barrier between vehicular and customer service areas, including ordering and dining areas. The barrier may be implied or physical and constructed with landscaping elements; gated fencing; changes in ground surface texture, material or color; or similar treatments. Sites which are not already paved with gravel or another hard surface shall improve their parking areas with gravel or other pavement designed in accordance with the Parking Lot Design Standards. With respect to landscaping requirements, the entire mobile vendor court shall be considered a parking lot and perimeter landscaping will be required in accordance with Parking Lot Landscape Standards.
 - (b) *Sanitation.* Adequate restroom facilities, as defined by relevant building code, shall be provided either on-site or through a shared use agreement with a neighboring business. Portable toilets, if used, must be screened from view of the public.
 - (c) *Utilities.* Above ground utility connections shall not interfere with pedestrian or vehicular safety and shall not be located in customer service areas or customer parking areas.
 - (d) Mobile vendor courts shall not have continuous curb cuts or exacerbate a dangerous pedestrian condition. New courts may close continuous curb cuts or improve pedestrian conditions with temporary materials subject to approval of the City Planning Division. Acceptable materials include planters, plinths, benches, pavers, and other furniture. Temporary improvements installed by mobile vendor courts shall not reduce access for pedestrians with disabilities.
- (E) Allowable locations. Permitted food trucks and trailers may operate in the following locations for up to twelve (12) hours each day, after which they must move to a new location which is out-of-view of the original location.
- (1) Marked parallel parking spaces, which are not reserved for residential use and provided the parking space is not in front of a business selling similar food. Service to customers shall be only on the sidewalk side of the vehicle to maintain public safety. Vendors are not exempt from paying the standard rate for the parking space.
 - (2) Marked parking spaces within parks pursuant to City Code §97.086.
 - (3) Private property zoned for food and beverage sales and with the owner's permission. A property owner may grant permission for a mobile vendor to operate on their property for more than the allowed 12-hour limit.
 - (4) Parking spaces on the Downtown Square during the following standing events and within the areas designated for the events by the City Code or special event permit:
 - (a) Farmer's Market.
 - (b) Sundays on the Square.
 - (c) *Lights of the Ozarks.* The twelve (12) hour time limit does not apply to permitted food trucks and trailers managed by the Fayetteville Advertising and Promotion Commission during Lights of the Ozarks as authorized by Section 117.93 of the City Code.

- (F) *Exemptions.* The provisions of the Mobile Vendor ordinance do not apply to:
- (1) The placing and maintenance of unattended stands or sales devices for the sale or display of newspapers, magazines, periodicals and paperbound books.
 - (2) The distribution of free samples of goods, wares and merchandise by any individual from his person.
 - (3) Special events authorized by a special event permit from the City of Fayetteville Parking Management Division.
 - (4) Fireworks sales.
 - (5) Children's lemonade stands, or other similar children's stands
 - (6) Temporary sales that operate for less than three (3) days. A tent permit from the Fire Marshal shall be obtained, as needed.
 - (7) Temporary sales for non-profit entities that operate for less than five (5) consecutive days.
 - (8) Non-profit organizations that prepare and donate or give away food for free.
- (G) *Prohibited Conduct.* The following conduct is prohibited for mobile vendors:
- (1) Obstruct pedestrian or vehicular traffic flow.
 - (2) Obstruct traffic signals or regulatory signs.
 - (3) Use of any device that produces a loud and raucous noise or operate any loudspeaker, light or light system, public address system, radio, sound amplifier, or similar device to attract public attention.
 - (4) Conduct business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create a nuisance, increase traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to emergency and sanitation vehicles.
 - (5) Use or display any signage that is not in compliance with the Unified Development Code Chapter 174: Signs.
- (H) *Suspension and Revocation of Permit.* Any permit issued under these regulations may be suspended or revoked by the Development Services Director for any of the following reasons:
- (1) Fraud, misrepresentation or knowingly false statement contained in the application for the permit.(2)
Conducting the business of mobile vending in a manner contrary to the conditions of the permit.
 - (3) Conducting the business of vending in such a manner as to create a public nuisance, cause a breach of the peace, constitute a danger to the public health, safety, welfare or interfere with the rights of abutting property owners.
 - (4) Cancellation of health department authorization for a food or beverage vending unit due to uncorrected health or sanitation violations.
- (I) *Notification of Suspension or Revocation.* The Development Services Director shall provide written notice of the suspension or revocation in a brief statement setting forth the complaint, the grounds for suspension or revocation and notifying the vendor or the property owner of his/her right to appeal to the Planning Commission. Such notice shall be personally delivered, posted upon the mobile vendors' premises or mailed to both the address of the property owner and the address of the mobile vendor shown on the permit holder's application by certified mail, return receipt requested.

(Ord. No. 5185, 10-7-08; Ord. No. 5425, 8-2-11; Ord. No. 5498, 05-01-12; Ord. No. 5666, 3-18-14; Ord. No. 5979, §§5, 6, 5-16-17; Ord. No. 6707, §2, 11-21-23)

97.086 Vending And Peddling

- (A) *General Prohibition of Selling in City Parks.* No person or business shall within a city park sell anything subject to the exemptions set forth in subsection (B) of this chapter.
- (B) *Exemptions.*
- (1) The city's regularly licensed concessionaires acting pursuant to the authority and regulation of the city are exempt from subsection (A).
 - (2) Nonprofit organizations which have obtained a special events permit may sell nonalcoholic beverages, food and other approved items during an annual event.
 - (3) Sponsors of the Gulley Park Concert Series and other special events offered by the Department of Parks, Natural Resources, and Cultural Affairs may sell food, nonalcoholic beverages, and other approved items during the event when specifically approved by the Director of Parks, Natural Resources, and Cultural Affairs. Approved merchandise may be sold at special events by performers and hosts if approved in advance by the Director of Parks, Natural Resources, and Cultural Affairs.
 - (4) The Farmers' Market and its members may sell items allowed pursuant to subsection 114.02 (C) of the Fayetteville Code on Sundays, Saturdays and one (1) weekday within a portion of the Lake Fayetteville Park that is licensed to the Botanical Garden Society of the Ozarks (if approved by the society) as shown on Exhibit A.



- (5) Organizations that the city directly funds, event sponsors and the non-profit Friends of Fayetteville Parks and Friends of the Yvonne Richardson Community Center are allowed at no charge to setup a table to distribute information at park events upon approval of the Director of Parks, Natural Resources, and Cultural Affairs.
- (6) The Director of Parks, Natural Resources, and Cultural Affairs may approve vendors or appoint market organizers to sell food, nonalcoholic beverages, and arts and crafts in parks as part of city-sponsored events.

- (C) ~~Food trucks~~ Outdoor mobile vendors who sell food and are permitted pursuant to Section 178.04~~5~~ may operate in city parks as described below:
- (1) ~~Food trucks~~ Vendors may not locate in the same area that is actively being served by a contracted concessionaire ~~as shown on Exhibit C~~ during regular season Fayetteville Parks, Natural Resources, and Cultural Affairs leagues and tournaments.
 - (2) ~~Food trucks~~ Vendors may locate at Gulley Park during a Gulley Park Concert or special event in other parks such as tournaments, reserved park gatherings, etc., if approved by the Director of Parks, Natural Resources, and Cultural Affairs.
 - (3) Vendors may locate in parallel parking spaces and spaces designated for food trucks located within parks with prior approval by the Director of Parks, Natural Resources, and Cultural Affairs, and are subject to licensing requirements as outlined in chapter 178.04.
- ~~(D) For special events, food trucks and sales of items other than food may be approved by the Director of Parks, Natural Resources, and Cultural Affairs through a special event permit.~~
- (Code 1965, §17A-29; Ord. No. 1594, 4-1-68; Code 1991, §97.086, Ord. No. 5310, 4-6-10; Ord. No. 5531, 10-02-12; Ord. No. 5666, 3-18-14; Ord. No. 5828, §1(Exh. A), 12-15-15; Ord. No. 5940, §2, 12-20-16; Ord. No. 6664, §2(Exh. A), 5-16-23; Ord. No. 6701, §1(Exh. A), 11-7-23)

178.04 Outdoor Mobile Vendors

- (A) *Purpose.* The purpose of this section is to facilitate and control the ability of mobile vendors and mobile vendor courts to operate while ensuring such use is compatible with nearby properties, fosters an aesthetically appealing streetscape and does not create a dangerous traffic condition.
- (B) *Definitions.*
- (1) *Food trucks.* A type of mobile vendor which is a motorized and operationally self-contained single vehicle equipped with facilities for cooking and selling food.
 - (2) *Food trailers.* A type of mobile vendor which is designed to be towed on public roads and having an enclosed area for storage, handling or preparation of food.
 - (3) *Other vendors.* Mobile vendors are not limited to operating out of a food truck or trailer.
 - (4) *Mobile vendor court.* An outdoor commercial center with ~~five (5)~~ three (3) or more mobile vendors in a shared location.
- (C) *Mobile Vendor Permit Requirements.* All mobile vendors shall meet the following requirements and submittals prior to approval:
- (1) Each application for a permit to conduct a mobile vendor business shall be accompanied by a ~~\$100.00~~ \$125.00 permit review and processing fee. Mobile vendor permits shall be issued to the owner of the mobile vendor vehicle. This application will also serve as the vendor's business license that will be processed as such.
 - (2) Application for a permit to conduct a mobile vendor business shall include the following items in a format acceptable to the Planning Division:
 - (a) Name, address, and contact information ~~and signature of both the property owner and the mobile vendor requesting to locate on private property applicant.~~
 - (b) A valid copy of all necessary permits required by state and county health authorities which shall be conspicuously displayed at all times during the operation of the business.
 - (c) Proof of application for remittance of HMR tax to the City of Fayetteville, when applicable.
 - (d) Photograph of the proposed vending device from all angles.
 - ~~(d) For each location other than those permitted as part of a mobile vendor court, a detailed site plan roughly drawn to scale showing the location of the property lines, each mobile vendor location, building setback lines, vehicle parking spaces, the sidewalk location and any proposed dining or sitting areas.~~
 - ~~(e) Written authorization, signed by the property owner or legal representative of record, stating that the mobile vendor is permitted to operate on the subject property for a specified period of time.~~
 - (3) The mobile vendor has the responsibility to dispose of all wastes in accordance with all applicable laws. Mobile vendors are not permitted to dispose of their trash in public trash receptacles.
 - (4) The mobile vendor permit issued shall not be transferable in any manner.
 - (5) The mobile vendor permit issued shall be conspicuously displayed at all times during the operation of the mobile vending business.
 - (6) The proposed use must be a permitted use-by-right within the underlying zoning district, with the exception of outdoor mobile vendors that will operate in city parks as outlined in 97.086-

- (7) Mobile vendors shall comply with the Federal Americans with Disabilities Act (ADA) requirements if the public has access to the interior of any mobile vending unit.
 - (8) Mobile vendors shall be required to renew their permit on an annual basis following the same timeframe as a standard business license renewal. As part of the renewal process, vendors shall submit an updated copy of the health department permit, HMR tax forms, and a re-inspection by the City Fire Department where applicable. Failure to renew a permit will be cause for revocation by the City Planning Division.
- (D) *Mobile Vendor Courts.* Mobile vendor courts may be permitted administratively in appropriate zoning districts. A property owner may request a permit from the Planning Division to develop a mobile court subject to the following standards:
- (1) The property owner has provided the Planning Division with a detailed site plan of the mobile vendor court showing the location and dimensional relationships of the property lines, all proposed mobile vendor locations, building setbacks, vehicle parking, sidewalk location and proposed dining or sitting areas. The applicant must also provide an overall plan for the provision of water, sewer, and electricity.
 - (2) Site Improvement Requirements.
 - (a) *Site Design.* Sites shall be improved with a barrier between vehicular and customer service areas, including ordering and dining areas. The barrier may be implied or physical and constructed with landscaping elements; gated fencing; changes in ground surface texture, material or color; or similar treatments. Sites which are not already paved with gravel or another hard surface shall improve their parking areas with gravel or other pavement designed in accordance with the Parking Lot Design Standards. With respect to landscaping requirements, the entire mobile vendor court shall be considered a parking lot and perimeter landscaping will be required in accordance with Parking Lot Landscape Standards.
 - (b) *Sanitation.* Adequate restroom facilities, as defined by relevant building code, shall be provided either on-site or through a shared use agreement with a neighboring business. Portable toilets, if used, must be screened from view of the public.
 - (c) *Utilities.* Above ground utility connections shall not interfere with pedestrian or vehicular safety and shall not be located in customer service areas or customer parking areas.
 - (d) Mobile vendor courts shall not have continuous curb cuts or exacerbate a dangerous pedestrian condition. New courts may close continuous curb cuts or improve pedestrian conditions with temporary materials subject to approval of the City Planning Division. Acceptable materials include planters, plinths, benches, pavers, and other furniture. Temporary improvements installed by mobile vendor courts shall not reduce access for pedestrians with disabilities.
- (E) Limited Time Permits- Allowable locations. Permitted food trucks and trailers may operate in the following locations for up to twelve (12) hours each day, after which they must move to a new location which is out-of-view of the original location.
- (1) Marked parallel parking spaces, which are not reserved for residential use and provided the parking space is not in front of a business selling similar food. Service to customers shall be only on the sidewalk side of the vehicle to maintain public safety. Vendors are not exempt from paying the standard rate for the parking space.
 - (2) Marked parking spaces within parks pursuant to City Code §97.086.
 - (3) Private property zoned for food and beverage sales and with the owner's permission. A property owner may grant permission for a mobile vendor to operate on their property for more than the allowed 12-hour limit.

- (4) Parking spaces on the Downtown Square during the following standing events and within the areas designated for the events by the City Code or special event permit:
 - (a) Farmer's Market.
 - (b) ~~First Thursday-Sundays on the Square.~~
 - (c) *Lights of the Ozarks*. The twelve (12) hour time limit does not apply to permitted food trucks and trailers managed by the Fayetteville Advertising and Promotion Commission during Lights of the Ozarks as authorized by Section 117.93 of the City Code.
- (F) *Exemptions*. The provisions of the Mobile Vendor ordinance do not apply to:
 - (1) The placing and maintenance of unattended stands or sales devices for the sale or display of newspapers, magazines, periodicals and paperbound books.
 - (2) The distribution of free samples of goods, wares and merchandise by any individual from his person.
 - (3) Special events authorized by a special event permit from the City of Fayetteville Parking Management Division.
 - (4) Fireworks sales.
 - (5) Children's lemonade stands, ~~or other similar children's stands.~~
 - (6) Temporary ~~tent~~ sales that operate for less than three (3) days. A tent permit ~~from the Planning Division and Fire Marshal inspection is required from the Fire Marshal shall be obtained, as needed.~~
 - (7) Temporary sales for non-profit entities that operate for less than five (5) consecutive days.
 - (8) Non-profit organizations that prepare and donate or give away food for free.
- (G) *Prohibited Conduct*. The following conduct is prohibited for mobile vendors:
 - (1) Obstruct pedestrian or vehicular traffic flow.
 - (2) Obstruct traffic signals or regulatory signs.
 - (3) Use of any device that produces a loud and raucous noise or operate any loudspeaker, light or light system, public address system, radio, sound amplifier, or similar device to attract public attention.
 - (4) Conduct business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create a nuisance, increase traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to emergency and sanitation vehicles.
 - (5) Use or display any signage that is not in compliance with the Unified Development Code Chapter 174: Signs.
- (H) *Suspension and Revocation of Permit*. Any permit issued under these regulations may be suspended or revoked by the Development Services Director for any of the following reasons:
 - (1) Fraud, misrepresentation or knowingly false statement contained in the application for the permit. ~~or during presentations to the Planning Commission.~~
 - (2) Conducting the business of mobile vending in a manner contrary to the conditions of the permit.
 - (3) Conducting the business of vending in such a manner as to create a public nuisance, cause a breach of the peace, constitute a danger to the public health, safety, welfare or interfere with the rights of abutting property owners.
 - (4) Cancellation of health department authorization for a food or beverage vending unit due to uncorrected health or sanitation violations. ~~or;~~

- (I) *Notification of Suspension or Revocation.* The Development Services Director shall provide written notice of the suspension or revocation in a brief statement setting forth the complaint, the grounds for suspension or revocation and notifying the vendor or the property owner of his/her right to appeal to the Planning Commission. Such notice shall be personally delivered, posted upon the mobile vendors' premises or mailed to both the address of the property owner and the address of the mobile vendor shown on the permit holder's application by certified mail, return receipt requested.

(Ord. No. 5185, 10-7-08; Ord. No. 5425, 8-2-11; Ord. No. 5498, 05-01-12; Ord. No. 5666, 3-18-14; Ord. No. 5979, §§5, 6, 5-16-17; Ord. No. 6707, §2, 11-21-23)



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **APPEAL: LSD-2024-0038: Large Scale Development (151 W. DICKSON ST./ TRINITAS VENTURES, 484): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 151 W. DICKSON ST. in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 1.42 acres. The request is for a 185-unit multi-family development with associated parking.**

RECOMMENDATION:

City Staff recommends approval and the Planning Commission recommends denial of the large scale development request as described and shown in the attached Exhibits 'A' and 'B' and described in the attached Planning Commission staff report.

BACKGROUND:

The subject property consists of five parcels located south of Dickson Street between Block Avenue and Church Avenue in downtown Fayetteville. The property totals approximately 1.42 acres, is currently zoned MSC, Main Street/Center, and developed with a 4,100-square-foot commercial building and two parking lots. A request to vacate the portion of alley right-of-way which bisects this property was approved by the City Council in 2006 with conditions that have not yet been met (Ordinance 4836). This project was initially submitted for review in April 2024 under a different project number (LSD-2024-0009). That item was tabled indefinitely at the June 27, 2024 Subdivision Committee meeting, and since it was not taken from the table during the same calendar year in which it was tabled, the applicant submitted a new project for review.

Request: The applicant requests large scale development approval for a 185-unit multi-family residential development with 1,824 square feet of retail space and associated parking. No variances from the Unified Development Code have been requested with this application.

Public Comment: Staff received several comments regarding this project with the majority expressing opposition. Public concerns have focused on issues such as parking and traffic, tree preservation, and impacts on housing. 14 written comments have been submitted to staff which are attached to the Planning Commission staff report. Specific issues raised have included increased traffic, potential impacts on the character of the surrounding neighborhood and viewsheds, and the presence of transient student tenants. Additional concerns have been raised about potential impacts on trees on an adjacent property. Similar concerns were shared by those who spoke at the previous Planning Commission meetings. Other individuals have shared their support for the project, finding it to be suitable based on its proximity to downtown, the University of Arkansas main campus, and transit routes. At the last Planning Commission meeting on April 14th, 15 members of the public

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

spoke, with all expressing their opposition to the project.

Findings: Staff finds that the proposed large scale development is compliant with city ordinances. The developer has shared an intent to dedicate all recommended right-of-way and easements, and comply with all other conditions of approval that staff recommended. The applicant has provided a traffic study which Engineering staff have evaluated, confirming that it correctly concludes that the development is not likely to degrade traffic conditions in the area. With regard to utilities, a 12-inch water line in Block Avenue is proposed to be connected to for domestic water and fire protection. There is also sewer available to the site. However, there is an existing downstream capacity issue that must be addressed. The proportional share of the cost of upsizing the downstream line has been determined to be \$197,655. An assessment in this amount is recommended as a condition of approval, should this appeal be approved by City Council.

DISCUSSION:

At the April 14, 2025 Planning Commission meeting, this item failed by a vote of 3-4-0. Commissioner Payne made a motion to approve the item with Commissioner Brink seconding it. Commissioners Castin, Garlock, Gulley, and Madden voted against the item, citing concerns about compatibility and traffic safety, with some commissioners stating that the project does not meet the intent of city code. Commissioners Brink, McGetrick, and Payne voted in favor of the item, finding it to meet the city's requirements and not seeing a clear reason to deny it. The item was discussed at four Planning Commission meetings, with 15 members of the public commenting on it at the last meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Appeal Letter (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-571

APPEAL: LARGE SCALE DEVELOPMENT-2024-0038: (151 W. DICKSON ST./TRINITAS VENTURES, 484):

A RESOLUTION TO GRANT THE APPEAL OF TRINITAS VENTURES AND APPROVE LARGE SCALE DEVELOPMENT LSD-2024-0038 LOCATED AT 151 WEST DICKSON STREET IN WARD 2

WHEREAS, on April 14, 2025, the Planning Commission denied the application for Large Scale Development LSD-2024-0038 located at 151 West Dickson Street in Ward 2; and

WHEREAS, the applicant timely appealed the denial by letter to City Clerk-Treasurer Kara Paxton on April 22, 2025.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby grants the appeal of Trinitas Ventures and approves Large Scale Development LSD-2024-0038, with the conditions outlined in the staff memo attached to this Resolution.



121 West South Street
PO Box 4248
Fayetteville, Arkansas 72702-4248

Tel: (479) 856-6380
Fax: (479) 856-6381

Suzanne G. Clark
sclark@clark-firm.com

22 APRIL 2025

VIA EMAIL (cityclerk@fayetteville-ar.gov)

Mayor Molly Rawn and Fayetteville City Council
c/o City Clerk of Fayetteville Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

Re: LSD-2024-0038 - Appeal of Planning Commission Denial

Dear Mayor Rawn and Council:

Pursuant to Sections 155.02 and 155.05(A)(1)(e) of Fayetteville's Unified Development Code ("UDC"), on behalf of the applicant, Trinitas Ventures, I am appealing to the City Council for reversal of the Planning Commission decision denying the Large-Scale Development Plan ("LSD") requested under LSD-2024-0038 on April 14, 2025.

The basis for appeal is the Planning Commission's failure to comply with Section 166.02(C)(2)(a) of the UDC. The Planning Commission's vote was 4-3 to deny the LSD. The Planning Commission's failure to comply with our municipal code requires that the decision be overturned by the City Council. The project was presented to the Planning Commission in full compliance with the UDC, with no requests for variance, and with a recommendation for approval by City staff.

This LSD is for a multi-family development on Dickson Street, designed as purpose-built student housing. The project is open to any tenant, but the expectation, being so close to campus, is that most tenants will be students. As a development on Dickson Street, there was an immediate expectation that there would be substantial public opposition to the project. Efforts to develop this site, from the Dickson Inn in 2006, through two mixed-use projects in 2014 and 2017, have all been met with significant public opposition. The property has largely functioned as a parking lot during the last twenty years - hardly its highest and best use.

Property rights are not subject to popular vote. Neither are the personal opinions of our elected and appointed officials supposed to determine the outcome of a project submitted for

approval. This project was submitted in full compliance with our code, without a single variance, and was recommended for approval by City staff. The four commissioners voting for denial acknowledged that the project met code. They offered statements to the effect of:

“I know it meets the letter of the law, but...”

“It meets the letter of the development code, but...”

“It’s not just about meeting the code...”

Commissioners in opposition to the project cited concerns having no relationship to requirements of the UDC. They included:

“What are you going to do about visitor parking?”

“What if inebriated students at the rooftop pool throw something off the roof, who is liable?”

“It doesn’t fit the location”

“Citizens oppose it”

“It creates a whole lot of problems”

The vague comments against the project from Commissioners, having no basis in the UDC, cannot support denial. There were several statements from commissioners wishing that the UDC had provisions to address specific concerns about student housing. Two of the commissioners who voted in favor noted that they would like to see some revision to the code but also noted that they must vote in accordance with the *existing* code. That is the legal obligation of the Planning Commission.

Our Senior Assistant City Attorney warned the Commissioners to consider their reasons for denial, and noted it gave him “heart palpitations” to hear the discussion of reasons outside of the six contained in the UDC for denial. Mr. Pennington reminded them that the Arkansas Supreme Court has held that when minimum standards are defined in the code, it is arbitrary as a matter of law to deny approval of a plan that meets those standards.

The Planning Commission may deny an LSD for any of the following reasons contained in Section 166.02 of the UDC:

- (a) The development plan is not submitted in accordance with the requirements of this chapter.
- (b) The proposed development would violate a city ordinance, a state statute, or a federal statute.
- (c) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
- (d) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factor such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.

- (e) City water and sewer is not readily available to the property within the site improvement plat area and the developer has made no provision for extending such service to the development.
- (f) The developer refused to comply with ordinance requirements or condition of approval for on-site and off-site improvements.

There is no evidence whatsoever that any of the six reasons for denial apply to this project. Regarding traffic, I do not believe I have seen another project so thoroughly vetted to demonstrate that this project does not create dangerous traffic conditions. Two traffic studies have been performed by Kinley Horne as well as a peer review of the traffic studies by Traffic Engineering Consultants here in Fayetteville. Chris Brown's memo, included in the staff report to the Planning Commission, specifically said: "There are no identified congestion or traffic safety concerns." Questions raised to Mr. Brown about the study further demonstrated the fact that traffic is not a concern with respect to this project.

I encourage you to watch the February 24th and April 14th Planning Commission meetings to review the LSD discussions. Staff have performed an exhaustive review of this project and have consistently noted that it is fully compliant with the UDC.

When developers comply with code, they should expect that the elected and appointed officials governing the City of Fayetteville will do the same. Red herrings, whether raised by members of the public or a City official, may not be the basis for denial of a project following the letter of Fayetteville's laws.

We look forward to the opportunity to have this matter addressed by the City Council.

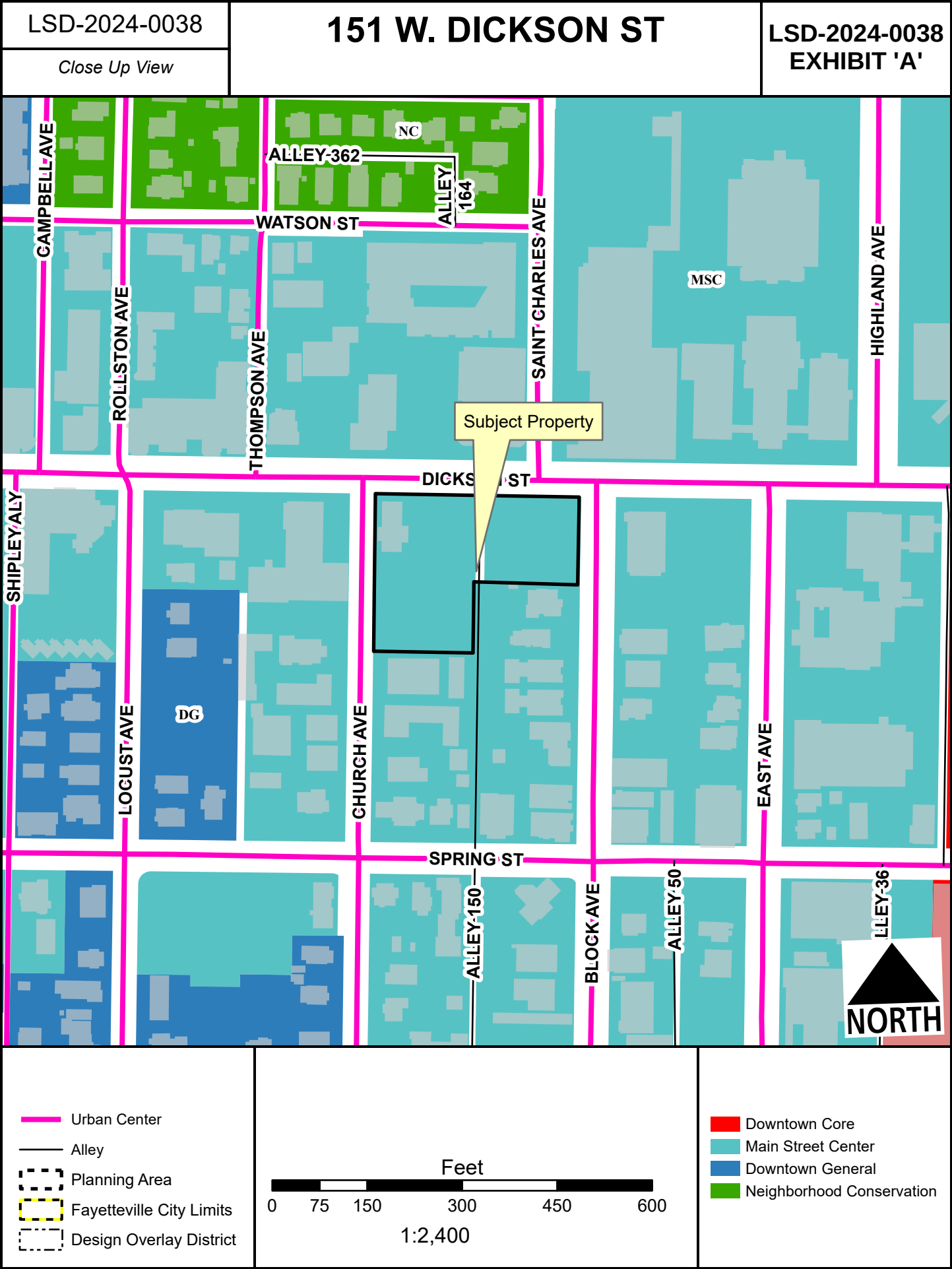
Best Regards,



Suzanne G. Clark

Encl.: April 14, 2025, Planning Commission Memo

cc. Blake Pennington
Kit Williams
Jessie Masters
Jonathan Curth



LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AND IS DESCRIBED AS FOLLOWS:

PART OF BLOCK 3 OF THE ORIGINAL TOWN OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF CHURCH AVENUE AND THE SOUTH RIGHT OF WAY LINE OF DICKSON STREET BEING A FOUND CHISELED "X" IN CONCRETE; THENCE SOUTH 87 DEGREES 02 MINUTES 06 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF DICKSON STREET, A DISTANCE OF 321.88 FEET TO A FOUND MAG NAIL; THENCE SOUTH 02 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF BLOCK AVENUE, A DISTANCE OF 138.61 FEET TO A FOUND 5/8 INCH REBAR; THENCE NORTH 86 DEGREES 16 MINUTES 14 SECONDS WEST, LEAVING THE ABOVE SAID WEST LINE, A DISTANCE OF 164.02 FEET TO A SET 5/8 INCH REBAR W/CAP (PS 1496); THENCE SOUTH 02 DEGREES 40 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.28 FEET TO A FOUND 1/2 INCH REBAR W/CAP (PS 1005); THENCE NORTH 87 DEGREES 02 MINUTES 57 SECONDS WEST, A DISTANCE OF 156.96 FEET TO A FOUND CHISELED "X" ON THE EAST RIGHT OF WAY LINE OF CHURCH AVENUE; THENCE NORTH 02 DEGREES 38 MINUTES 12 SECONDS EAST ALONG THE ABOVE SAID EAST LINE, A DISTANCE OF 248.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.42 ACRES, MORE OR LESS.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner
Chris Brown, City Engineer
Willa Thomason, Urban Forester

MEETING: April 14, 2025 (updated with results)

SUBJECT: **LSD-2024-0038: Large Scale Development (151 W. DICKSON ST./TRINITAS VENTURES, 484):** Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 151 W. DICKSON ST. The property is zoned MSC, MAIN STREET CENTER and contains approximately 1.42 acres. The request is for a 185-unit multi-family development with associated parking.

RECOMMENDATION:

Staff recommends approval of **LSD-2024-0038** with conditions.

RECOMMENDED MOTION:

*"I move to approve **LSD-2024-0038**, recommending:*

- In favor of recommended right-of-way dedication,*
- In favor of recommended street improvements, and*
- In favor of all other conditions as recommended by staff."*

FEBRUARY 10, 2025 PLANNING COMMISSION MEETING:

At the February 10, 2025, Planning Commission meeting, this item was tabled until February 24th at the request of the applicant to provide time to revise proposed street improvements along Block Avenue. Twelve members of the public spoke at the meeting with one individual expressing their support for the applicant's request and the rest expressing their opposition to it.

FEBRUARY 24, 2025 PLANNING COMMISSION MEETING:

At the February 24, 2025, Planning Commission meeting, this item was tabled until March 24th to give the applicant additional time to provide revised traffic counts and to give both staff and the applicant time to gather requested information. Twelve members of the public spoke at the meeting with most expressing opposition to the project.

In the interim, Planning staff reached out to the city's Parking Management and Police Departments for their input on the proposal. The Police Department indicated that an increase in population and traffic would likely lead to more complaints and calls for service in the area. Parking Management noted that a cap exists on the number of residential permits that larger multi-family developments can obtain in downtown parking districts. The city's Entertainment District residential program is divided into two zones: north and south, with Dickson Street serving as the dividing line. Multi-family buildings exceeding 10,000 square feet are limited to a total of 60 residential permits per zone. Currently, all 60 permits for the north zone have been allocated to three complexes: Frisco, Younion, and Yugo. The south zone has 40 permits allocated to Metro

District buildings, leaving 20 residential permits available for new developments. Also, on-street spaces where residential permits are valid are also available to the public at an hourly rate.

MARCH 24, 2025 PLANNING COMMISSION MEETING:

At the March 24, 2025 Planning Commission meeting, this item was tabled at the applicant's request. Based on staff's recommendation, since this was the third time the item had been tabled, the Commission voted to table this item indefinitely. The applicant then completed public notification for the April 14 meeting. No new information has been submitted otherwise.

BACKGROUND:

The subject property consists of five parcels located south of Dickson Street between Block Avenue and Church Avenue in downtown Fayetteville. The property totals approximately 1.42 acres and is currently zoned MSC, Main Street/Center and developed with a 4,100-square-foot commercial building and two parking lots. A request to vacate the portion of alley right-of-way which bisects this property was approved by the City Council in 2006 with conditions that have not yet been met (Ordinance 4836). This project was initially submitted for review in April 2024 under a different project number (LSD-2024-0009). That item was tabled indefinitely at the June 27, 2024 Subdivision Committee meeting, and since it was not taken from the table during the same calendar year in which it was tabled, the applicant has submitted a new project for review. Surrounding land uses and zoning are depicted in *Table 1*.

**Table 1:
Surrounding Land Uses and Zoning**

Direction	Land Use	Zoning
North	Post Office Drugstore Antique/Home Décor Sales	MSC, Main Street/Center
South	Multi-Family Residential Professional Offices	MSC, Main Street/Center
East	Professional Offices	MSC, Main Street/Center
West	Restaurant/Bar Event Venue Multi-Family Residential	MSC, Main Street/Center

Proposal: The applicant requests large scale development approval for a 185-unit multi-family residential development with 1,824 square feet of retail space and associated parking. No variances from the Unified Development Code have been requested with this application.

Right-of-Way to be Dedicated: The subject property has frontage on three Urban Center Streets: Block Avenue, Church Avenue, and Dickson Street. Staff recommends dedicating the following amounts of right-of-way: 28.9 and 31.7 feet from centerline along Block Avenue, 20.5 feet from centerline along Church Avenue, and 25.5 feet from centerline along Dickson Street. This right-of-way dedication aligns with the recommended street improvements described below.

Street Improvements: Staff recommends street improvements as described below:

Block Avenue: Staff recommends that the property's Block Avenue frontage be improved with varying improvements, as shown on the provided site plan, to include a 10-foot drive lane, eight-foot parallel parking and 17.58-foot angled parking lane, 0.5-foot curb, four-foot furniture zone, and eight-foot sidewalk.

Church Avenue: Staff recommends that the property's Church Avenue frontage be improved with a 10-foot drive lane, 0.5-foot curb, four-foot furniture zone, and six-foot sidewalk.

Dickson Street: Staff recommends that the property's Dickson Street frontage be improved with an 11-foot drive lane, six-foot loading lane/furniture bump out, 0.5-foot curb, and eight-foot sidewalk.

Access Management/Connectivity: Staff has determined that the proposed development is compliant with the city's access management and connectivity standards. Vehicular ingress and egress to the site is accommodated through a new driveway on Block Avenue which provides access to an on-site parking garage.

Design Standards: Staff finds that the proposed development is largely compliant with relevant design standards. The applicant has addressed all previous comments from staff and verified that they intend to meet all relevant design standards.

Water and Sewer System: There is water available to the site. A 12-inch water line in Block Avenue is proposed to be connected to in order to provide domestic water and fire protection. There is also sewer available to the site, however, there is an existing downstream capacity issue that must be addressed. The proportional share of the cost of upsizing the downstream line has been determined to be \$197,655. An assessment in this amount is recommended as a condition of approval. The City Council will be considering a cost share for construction of this sewer upgrade in the near future; this assessment will go toward fulfilling the cost share agreement.

Parkland dedication or fee in-lieu: This project was discussed by the Parks and Recreation Advisory Board (PRAB) at their meeting on May 6, 2024. PRAB has recommended fee in-lieu for this development in the amount of \$176,120 based on a total of 185 multi-family units. The final amount of fee in-lieu needed to satisfy parkland dedication requirements will be determined, and all fees must be paid, prior to the issuance of any building permits.

Tree Preservation:

Canopy minimum requirement: 10%

Existing canopy: 22.3%

Preserved canopy: 0%

Mitigation required: 48 two-inch caliper trees

Public Comment: Staff has received several comments regarding this project with the majority expressing opposition. Public concerns have focused on issues such as parking and traffic, tree preservation, and impacts on housing. On January 30, 2025, five individuals spoke at Subdivision Committee, and 11 written comments have since been submitted to staff which are attached to this report. Those who spoke at Subdivision Committee shared common concerns about the potential effects of the proposed development on downtown Fayetteville. Specific issues raised included increased traffic, potential impacts on the character of the surrounding neighborhood and viewsheds, and the presence of transient student tenants. Additional concerns were raised about potential impacts to trees on an adjacent property. Similar concerns were shared by those who spoke at the previous Planning Commission meetings. A few individuals have shared their support for the project, finding it to be suitable based on its proximity to downtown, the U of A main campus, and transit routes.

RECOMMENDATION: Staff recommends approving **LSD-2024-0038** with the following conditions:

Conditions of Approval:

1. **Planning Commission determination of right-of-way dedication.** *Staff recommends dedicating the following amounts of right-of-way: 28.9 and 31.7 feet from centerline along Block Avenue, 20.5 feet from centerline along Church Avenue, and 25.5 feet from centerline along Dickson Street. This right-of-way dedication aligns with the recommended street improvements described in this report.*

Subdivision Committee recommended in favor of right-of-way dedication, excluding revised right-of-way dedication for Block.

2. **Planning Commission determination of street improvements.** *Staff recommends the following street improvements along the property's frontage:*
 - a. Block Avenue: 10-foot drive lane, eight-foot parallel parking and 17.58-foot angled parking lane, 0.5-foot curb, four-foot furniture zone, and eight-foot sidewalk.
 - b. Church Avenue: 10-foot drive lane, 0.5-foot curb, four-foot furniture zone, and six-foot sidewalk.
 - c. Dickson Street: 11-foot drive lane, six-foot loading lane/furniture bump out, 0.5-foot curb, and eight-foot sidewalk.
 - d. *Staff also recommends an assessment in the amount of \$197,655 for the proportional share of the cost of upsizing a downstream sewer line.*

Subdivision Committee recommended in favor of street improvements, excluding revised improvements to Block.

3. Fee in lieu of parkland dedication in the amount of \$176,120 based on a total of 185 multi-family units is required, with final fees to be determined and paid prior to the issuance of any building permits.
4. Conditions of approval from Engineering and Urban Forestry are included in the official conditions of approval, attached hereto;

Standard Conditions of Approval:

5. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance;
6. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or their representative, and all comments from utility representatives: Black Hills Energy, AT&T, Ozarks, SWEPCO, and Cox Communications);
7. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement;
8. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit;
9. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground;

10. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements;
11. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit;
12. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the I-540 Design Overlay District;
13. Large scale development approval shall be valid for one year;
14. Contact the City's Emergency 911 Address Coordinator for addressing prior to building permit;
15. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy; and
16. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits;
 - b. Separate easement plat for this project that shall include the tree preservation area and all utility and access easements;
 - c. Exterior lighting package must be provided to the Planning Division;
 - a. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance;
 - b. Project Disk with all final revisions; and
 - c. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>April 14, 2025</u>	☐ Tabled	☐ Approved	☒ Denied		
Motion: Payne				<u>Motion #1</u> (remove item from table): Payne Castin 7-0-0	
Second: Brink					
Vote: 3-4-0 (motion to approve)					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Engineering Memo
- Urban Forestry Comments
- Request Letter
- Site Plan
- Building Elevations
- Traffic Impact Analysis
- Public Comment
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Public Comment Received After 4/14 PC Hearing



TO: Gretchen Harrison, Senior Planner

FROM: Chris Brown, City Engineer

DATE: March 20, 2025

SUBJECT: **Planning Commission Engineering Comments for
LSD-2024-0038 151 W Dickson (UPDATED)**

Water: There is water available to the site. A connection to a 12" line in Block Ave. is proposed to provide domestic water service and fire protection.

Sewer: There is sewer available to the site, however, there is an existing downstream capacity issue that must be addressed. The proportional share of the cost of upsizing the downstream line has been determined to be \$197,655. An assessment in this amount is recommended as a condition of approval. The City Council has approved a cost share agreement with another development to construct the downstream improvements. The assessment from 151 Dickson will go toward fulfilling the cost share agreement.

Drainage: The development must meet the 4 minimum standards outline in the City's Drainage Criteria Manual. A hydrodynamic separator is proposed to meet Minimum Standard 1. Minimum Standards 2-4 are proposed to be met through the use of underground detention.

Traffic: A traffic impact analysis (TIA) has been submitted by the developer. The TIA uses updated traffic counts collected in February 2025 and analyzes the impacts of the development during the midday (11:45 am to 2 pm) and afternoon (4 pm to 5:30 pm) peak traffic times. The analysis indicates that levels of service on all surrounding streets will not be negatively impacted. In addition, the developer has provided a peer review prepared by a second traffic engineering firm that concurs with the findings.

Staff have reviewed the study documents and agree with the findings. There are no identified congestion or traffic safety concerns.

Plan Comments:

1. Plans for traffic signal relocation must be provided with the grading permit submittal.
2. Provide hydraulic calculations for fire sprinkler system.
3. Provide domestic water demand for meter sizing.
4. Dickson Street has recently been resurfaced; mill and overlay of Dickson in any areas of street cuts will be required; final scope of mill and overlay will be determined during construction.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
3. All public sidewalks, curb ramps, curb & gutter, and driveway aprons along this project frontage must meet ADA guidelines and be free of damage. Any existing infrastructure that does not conform to ADA guidelines or is otherwise damaged must be removed and replaced to correct the issue. Coordinate with the engineering department for inspection of existing facilities to determine compliance.
4. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
5. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
 - Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
 - Sanitary Sewer pipe sizing, profiles, or utility conflicts
 - Waterline fittings, callouts, or utility conflicts
 - Street profiles
 - Fine grading/spot elevations

TO: Fayetteville Planning Commission

THRU: Gretchen Harrison, Senior Planner

FROM: Willa Thomason, Urban Forester

MEETING DATE: February 10, 2025

SUBJECT: **LSD-2024-0038: 151 W. DICKSON ST** - Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 151 W. DICKSON ST. The property is zoned MSC, MAIN STREET CENTER and contains approximately 1.42 acres. The request is for a 185-unit multi-family development with associated parking. PP 484

Recommendation:

Urban Forestry staff recommends approval of LSD-2024-0038, the large-scale development of a 185-unit multi-family development, on the conditions that all root-pruned trees within the property gap adjacent to parcel 765-01683-00 are counted as “removed” for mitigation purposes, and that the additional 13 mitigation trees this necessitates will be paid as fee-in-lieu into the Tree Escrow Account prior to building permit approval.

Background:

McClelland Consulting Engineers contracted an independent arborist to evaluate the likelihood of survival of trees located within an apparent property gap on the southeast corner of the proposed building, adjacent to neighboring parcel 765-01683-00. The initial arborist assessment was issued on May 10, 2024. The arborist issued an addendum to the initial assessment on July 15, 2024 after the applicant added 3' notches to the proposed building plans to improve tree preservation outcomes.

The independent arborist assessment concludes that, with the newly proposed setbacks to the building, several of the trees in the property gap will stand an adequate chance of survival based on industry guidelines, while some of the trees may encroach upon the building and need to be removed in the future. Of the 14 trees situated within the property gap, 8 will be root-pruned but preserved, 3 will be preserved with no root-pruning, and 3 will be removed. All trees to be root-pruned in the property gap will be counted as canopy removed for mitigation purposes. Per UDC §167.05: Tree Protection Measures and Construction, tree protection barriers must be placed along the tree dripline or 10 feet from the trunk, whichever is greater, to protect the critical root zone. Because this distance is impossible to achieve in such proximity to the building, there is no guarantee that these trees will survive. 48 mitigation trees will be required to account for tree removal on-site, with 35 being planted on-site, and fee-in-lieu being paid into the Tree Escrow Account at \$675/tree for the remaining 13 trees.



URBAN FORESTRY TREE PRESERVATION COMMENTS

To: McClelland Consulting Engineers, Inc.

From: Willa Thomason, Urban Forester

CC: Gretchen Harrison, Senior Planner

Meeting Date: February 10, 2025

Subject: LSD-2024-0038: Dickson St. Mixed Use Development (151 W Dickson St.)

1. Submittal Requirements	Yes	No	N/A
Initial Review with the Urban Forester	X		
Site Analysis Map Submitted (if justification is needed)	X		
Site Analysis Written Report Submitted (justification is needed)	X		
Complete Tree Preservation Plan Submitted	X		
Tree Mitigation Table on Plans	X		
Tree Preservation Waiver Submitted (only use if no trees onsite or near P/L)			X

2. Tree Preservation Calculations

	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	62,639	100%
Zoning Designation *Select Below with drop down arrow		
MSC, Main Street Center	6,264	10%
HHOD * Select Below with Drop Down Arrow		
No	0	0%
Total Canopy for Minimum Preservation Requirements	6,264	10.0%
Existing Tree Canopy * Minus Right of Way and Easements	13,951	22.3%
Tree Canopy Preserved	0	0.0%
Tree Canopy Removed *On Site	13,168	21.0%
Tree Canopy Removed *Off Site	6,639*	
Tree Canopy Removed Total	19,807	31.6%
Removed Below Minimum	6,264	
Mitigation Requirements	12,903	

* INCLUDES CANOPY FOR PRUNED TREES

3. Mitigation Requirements		Canopy below requirement	Number of 2" caliper trees to be planted	
High Priority		7,796	36	
Low Priority		5,107	12	
Total Mitigation Trees Required		12,903	48	
4. Mitigation Type		Yes	No	N/A
On-Site Mitigation		X		

Off-Site Mitigation	X
Tree Escrow (See Conditions of Approval)	X

5. Tree Preservation Plan Checklist <i>UDC Chapter 167.04H1 and 167.04L1</i>	Tech Plat	Subdivision Committee	Planning Commission
a. 5 year Aerial Check on Existing Trees	Yes	Yes	Yes
b. Property Boundary	Yes	Yes	Yes
c. Natural Features (100ft beyond limits of disturbance)	Yes	Yes	Yes
d. Existing Topography and Proposed Grading	Yes	Yes	Yes
e. Soil Types	Yes	Yes	Yes
f. Significant Trees	Yes	Yes	Yes
g. Groupings of Trees	Yes	Yes	Yes
h. Table Inventory List (species, size, health, priority)	Yes	Yes	Yes
i. All Existing and Proposed Utilities	Yes	Yes	Yes
j. All Existing and Proposed Utility Easements and ROW's	Yes	Yes	Yes
k. All Streams (with approximate center line)	N/A	N/A	N/A
l. Floodplains and floodways	Yes	Yes	Yes
m. Existing Street, Sidewalk or Bike Path ROW	Yes	Yes	Yes
n. Submitted Site Analysis Plan (if required)	Yes	Yes	Yes
o. Shows ALL Proposed Site Improvements	Yes	Yes	Yes
p. Delineates trees/canopy to be preserved and removed	Yes	Yes	Yes
q. Tree Preservation Easement/s shown for LSD, LSIP and Commercial PPL projects	No	Yes	Yes

Tree Protection Methods			
a. Tree Protection Fencing	Yes	Yes	Yes
b. Limits of Root Pruning	No	Yes	Yes
c. Traffic flow on work site	N/A	N/A	N/A
d. Location of material storage	No	Yes	Yes
e. Location of concrete wash out	No	Yes	Yes
f. Location of construction entrance/exit	No	Yes	Yes
6. Site Analysis Report (if required) <i>UDC Chapter 167.04H4</i>	Yes	No	N/A
a. Provide graphic examples of multiple options used to minimize removal of existing canopy	X		
b. Submitted Analysis Statement – Note the process, iterations, and approaches to preserve canopy.	X		

7. Review Status (See Comments)	Tech Plat	Subdivision Committee	Planning Commission
Conditionally Approved	1-8-25	1-27-25	2-5-25
Approved			
Tabled			
Denied			

Appeal Process: A final administrative determination by the Urban Forester may be appealed in accordance with Chapter 155 of the Unified Development Code.

Comments
1. Address items above marked "No" and all Redlines provided.



URBAN FORESTRY LANDSCAPE PLAN COMMENTS

To: Chris Bakunas, PLA, McClelland Consulting Engineers, Inc.

From: Willa Thomason, Urban Forester

CC: Gretchen Harrison, Senior Planner

Meeting Date: January 30, 2025

Subject: LSD-2024-0038: Dickson St Mixed Use Development: 151 W. Dickson St.

1. General Landscape Plan Checklist		Yes	No	N/A
a.	Irrigation (notes either automatic or hose bib 100' o.c.) <i>UDC Chapter 177.03C7g, 177.04B3a</i>	X		
b.	Species of plant material identified <i>UDC Chapter 177.03C7d,e</i>	X		
c.	Size of plant material (minimum size 2" caliper for trees and 3 gal. shrubs) <i>UDC Chapter 177.03C7b,c</i>	X		
d.	Soil amendments notes include that soil is amended and sod removed <i>UDC Chapter 177.03C6b</i>	X		
e.	Mulch notes indicate organic mulching around trees and within landscape beds <i>UDC Chapter 177.03C6c,d</i>	X		
f.	LSD, LSIP, and Subdivisions (PPL & FPL) plans stamped by a licensed Landscape Architect, others by Landscape Designer <i>UDC Chapter 177.03B</i>		X	
g.	Planting bed contained by edging <i>UDC Chapter 177.03C6f</i>	X		
h.	Planting details according to Fayetteville's Landscape Manual <i>UDC Chapter 177.03C6g</i>	X		
i.	Provide information about 3-Year Maintenance plan. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. <i>UDC Chapter 177.05 A2g</i>	X		
2. Parking Lot Requirements		Yes	No	N/A
a.	Side and Rear Property Lines (5' Wide Landscape Area) <i>UDC Chapter 177D1</i>			X
b.	Wheel Stops/Curbs <i>UDC Chapter 177.04B1</i>	Yes		

- | | |
|---|---|
| c. Narrow Tree Lawn (8' min. width, 37.5' length)
<i>UDC Chapter 177.04C</i> | X |
| d. Tree Island (8' min. width, 18.7' min length, 150 square feet)
<i>UDC Chapter 177.04C</i> | X |
| e. Placement of Trees (either side at entrances and exits)
<i>UDC Chapter 177.04C2</i> | X |

3. Perimeter Landscaping Requirements

Yes No N/A

- | | |
|---|---|
| a. Front Property Line (15' wide landscape) and 5' on sides and rear.
<i>UDC Chapter 177.04D2a</i> | X |
| b. Shade trees planted on south and west sides of parking lots
<i>UDC Chapter 177.04D2e</i> | X |
| c. Screening of parking lot from adjacent residential properties. | X |

4. Street Tree Planting Requirements

Yes No N/A

- | | |
|--|---|
| a. Residential Subdivisions
1 Large Shade Species Tree per Lot
<i>UDC Chapter 177.05B1a</i> | X |
| b. Non-Residential Subdivisions
1 Large Species Shade Tree every 30' (planted in greenspace)
<i>UDC Chapter 177.05B2a</i> | X |
| c. Urban Tree Well – Urban Streetscapes
Trees every 30' (8' sidewalk)
<i>UDC Chapter 177.05B3a-f</i> | X |
| d. Structural Soil – Urban Tree Wells
Include a note and/or detail of structural soil on Landscape Plan
<i>UDC Chapter 177.05B3a-f</i> | X |
| e. Residential Subdivisions
Timing of planting indicated on plans
<i>UDC Chapter 177.05A4</i> | X |
| f. Residential Subdivisions
Written description for method of tracking planting
<i>UDC Chapter 177.05A4e</i> | X |

5. Landscape Requirement Totals	Amount
Mitigation Trees	48 required 35 provided 13 paid into escrow (\$675/tree= \$8,775 total)
Parking Lot Trees	N/A
Street Trees	22
Detention Pond – Large Trees (1 Tree/3,000 square feet)	0
Detention Pond – Small Tree/Large Shrub (4 small trees or large shrubs/3,000 square feet)	0
Detention Pond – Small Shrubs/Large Grasses (6 shrubs or grasses (1 gallon)/3,000 square feet)	0

6. Review Status (See Comments)	Tech Plat	Subdivision Committee	Planning Commission
Conditionally Approved	1-8-2025	1-27-25	2-5-25
Approved			
Tabled			
Denied			

Appeal Process: A final administrative determination by the Urban Forester may be appealed in accordance with Chapter 155 of the Unified Development Code.

Comments
1. Address items above marked “No” and all Redlines provided.



1160 E. Pump Station Rd
Fayetteville, AR 72701
Office: 479.841.3804
Cell: 479-879-5015
TreeClimbersLLC.com
General: Office@TreeClimbersLLC.com
Direct: Jeremy@TreeClimbersLLC.com

Arkansas' First and Only TCIA Accredited Company

JEREMY WILLIAMS, RCA

asca RCA #801
Registered Consulting Arborist®



ISA Board Certified Master Arborist #50-6263BT
ASCA Registered Consulting Arborist #801
TCIA Certified Tree Care Safety Professional #1267
ISA Qualified Tree Risk Assessor
ISA Certified Climber Specialist and Wildfire Risk Reduction Qualified Instructor

07-15,24

McClelland Consulting Engineers
Chris Bakunas
cbakunas@mce.us.com
402-320-2130

Trinitas: Grace Ames
games@trinitas ventures
765-787-1946

Re: 151 W. Dickson tress addendum #2

Background and Assignment

Chris contacted me to assess the condition and survival of several trees on the south of the property at 151 W. Dickson St. in Fayetteville, AR. His primary concern is the likelihood of the trees' survival with the current proposed construction. I prepared an initial report dated 5-10,24 on the likelihood of survival with the then-current plans. Chris asked me to review new plans aimed at preserving several of the trees that would have had a poor chance of survival and the new likelihood of survival. This report supersedes my previous reports for this site and is based on the information given to me and contained herein.

Site Visit Observations and Analysis

I revisited the site with Chris Bakunas on Friday, 05- 31, 2024. Chris measured out and placed flags where changes to the building plan had been made, and I provided input. Grace Ames from Trinitas joined us by phone while we were on site. I also had a second phone conversation with Chris Bakunas and Todd Wendell from Trinitas on 06-17,2024. Chris sent me updated plans on 06-19,2024, after Chris verified the locations of the trees with him on site with Blew and Associates and added missing small trees from the original inventory. Chris and I agreed that we would only focus on trees 4" and larger pursuant to the city of Fayetteville chapter 167.07 guidelines that high-priority trees for small species is greater than 4" in diameter. Low-priority trees are invasive species or unhealthy, as determined by a tree care professional. Low-priority trees are less than 8" in diameter for large and medium species.

Some trees are on the subject property, some are in a gap between the property lines, and others are on the neighboring property. Chris provided the updated survey that shows these updates. Please see the attached survey for which tree is where. This is attached as Appendix A.

Chris and I also had follow-up phone calls on 06-24, 2024, and 07-15, 2024. I reviewed the excerpt from the newest updated landscape plan sent on 07-09, 2024, showing the changes to the planting plan near the trees in question. This latest plan calls for 3 Magnolias as mitigation trees in the area with small shrubs. This detail is attached as Appendix B.

Tree #	Actual Size (diameter at 4.5ft)	Plan size	Species	Notes
T32	12"	12"	Black Locust	Shown to be removed due to proximity to building. Two stem tree has tip dieback and unlikely to survive long term with or without construction. Significant lean towards road.



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Tree #	Actual Size (diameter at 4.5ft)	Plan size	Species	Notes
T54	4"	4"	Sugar Maple	Shown to be removed. Tree is being crowded by #31. Is not a good candidate for preservation with #31 planning to be preserved.
T31	18"	18"	American Elm	Shown to be preserved due to good condition. With the new 4ft setback from the old plan AND no activity further than 2ft from the footing edge this tree would be at closer than ideal but acceptable distance for root disturbance. Aerial pruning would be needed to give clearance for the building provided the construction methods used would not require additional pruning for swing stage or scaffolding. With the maximum pruning I estimate that there would be 2-5ft clearance from the building to the branches. I would also recommend a paclobutrazol soil injection to aid with stress response and preventative injections for dutch elm disease. I feel this tree would have a good chance of survival with recommended care and modifications to the building.
T30	12"	12"	Black Locust	Shown to be removed. Not recommended for preservation due to significant lean towards the north/ building and species characteristics.
T29	5"	5"	Sugar Maple	Shown to be removed.
T28	5.5"	5.5"	Sugar Maple	Shown to be removed.
T27	11"	11"	Black Locust	Shown to be removed. Not recommended for preservation due to significant lean towards the north/ building, and species characteristics. This tree already has decay at the base of tree and is a risk of failure regardless of construction.
T26	21.5"	21.5"	Hackberry	Shown to be preserved. This tree sits 16" south of the existing fence. According to Chris the new proposed building line is 10ft north of the fence. The same 2ft maximum extent of activity past footing would put the maximum extent of disturbance at much closer than ideal but at an acceptable level. Aerial pruning would be needed to give clearance for the building provided the construction methods used will not require additional pruning for swing stage or scaffolding. With the maximum pruning I estimate that there would be 3-5ft clearance from the building to the branches. I would also recommend a paclobutrazol soil injection to aid with stress response. I feel this tree will have a good chance of survival with recommended care and modifications to the building.



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Tree #	Actual Size (diameter at 4.5ft)	Plan size	Species	Notes
T25	10.5"	11"	Black Cherry	Should be removed. This tree is growing 16" south of the existing fence. It has significant decay and is crowded by #26 hackberry which is forcing this trees' canopy to grow north over the fence. Nearly 100% of this tree's canopy is north of the fence line. This tree will either fail in the future due to poor structure and/or negatively affect the hackberry by crowding. This tree should not be preserved due to risk, condition, and to give the hackberry the best chance of survival.
T53	5.5"	9"	Sugar Maple	Shown to be preserved. Is crowded by #26 hackberry, #25 cherry and the existing house. This tree currently does not have ample space to grow. Due to impact on the neighboring trees this tree will need to be removed in the future if the hackberry is to continue to occupy this space.
T52	13	13"	American Elm	Shown to be preserved. This tree is 55" south of the existing fence. This tree has heavy lean toward south due to crowding by other trees. With the new plans this tree would have ample root space provided the same 2ft from building as maximum extent of activity.
T24	6"	6"	Sugar Maple	Shown to be preserved. This tree is touching and being compressed by Tree #23. This tree will not likely survive long term due to the compression from the elm regardless of construction. Careful monitoring will be needed for structural issues due to elm choking this tree.
T23	13"	13"	American Elm	Shown to be removed. Has heavy lean to the north. This tree's entire canopy is growing north of the existing fence. This tree also currently has a metal cable wrapped around the stem and is choking the tree. This cable is supporting the gate into the rear of the property south of the fence. The cable will kill this tree and cause failure in the very near future. The cable appears to have been in place several years.
T22	7"	7"	Hackberry	Shown to be preserved. Poor condition and structure. This tree can be preserved but will encroach on #51 and the building in the future.
T51	7"	7"	Sugar Maple	Shown to be preserved.

Discussion

For this case, it is important to understand critical root zone. Critical root zone is defined as the zone where most of the roots of a tree exist and are needed for survival. Tree roots are fairly shallow typically residing in the top 6-16" of soil and occasionally as deep as 24" in ideal conditions. Tree roots will seek out the ideal ratio of moisture and oxygen. Without both oxygen and moisture, roots will die. Roots will spread out quite far, typically 1.5 times the spread of the tree. The generally recommended distance to avoid root disturbance is a 1:1 ratio of diameter to distance. What this means is for a 20" diameter tree, it is recommended to stay 20 feet from the tree. For trees that do not have outside competition for light this ratio typically corresponds to the edge of the canopy (dripline). For healthy trees, that ratio can sometimes be reduced to .5:1 if the impact is only on one side of the tree. The tree's structural stability is compromised if the impact is inside a .25:1 ratio.



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Conclusions and Recommendations

With the new wall setbacks on the plans shown to me, the trees indicated above will have an adequate chance of survival based on industry guidelines. It will be critical to ensure that the construction methods employed will not further encroach on the trees beyond the 2ft from the edge of the footing as described. All pruning should be performed by an ISA Certified Arborist or by an apprentice under the direct supervision of an ISA Certified Arborist. I should personally be present to ensure proper cuts in the locations recommended. A proposal for Tree Climbers to perform the recommended pruning and other actions has been provided. Treatments recommended should be done as soon as possible to allow time before construction. I also recommend weekly arborist site visits during construction to ensure proper care is taken during construction and no further encroachment occurs.

Qualifications

A few pertinent qualifications that qualify me to write this report are:

ASCA (*American Society of Consulting Arborists*) Registered Consulting Arborist #801

ASCA (*American Society of Consulting Arborists*) Tree and Plant Qualified Appraiser

ISA (*International Society of Arboriculture*) Board Certified Master Arborist, #SO-6263BT

ISA Tree Risk Assessor Qualification, #SO-6263BT

ISA Certified Tree Worker certification, #SO-6263AT

ISA Certified Arborist certification, #SO-6263A

TCIA (*Tree Care Industry Association*) CTSP safety auditor and trainer certification, #1267

Full-time practice as an arborist and have served as an expert witness and consultant on numerous cases since 2009.

The above report is accurate and true to the best of my knowledge with the information available to me at the time of this report. Any observations are based on conditions visible during my site visit or information provided to me by the client. Opinions or determinations are based on generally accepted industry guidelines and years of full-time practice as an Arborist in Northwest Arkansas. I have no bias or interest in any particular outcome or findings from this report. Any additional consulting, fact, or expert witness services needed will be billed separately and is not included in the cost of this report. Use and acceptance of this report and any information contained herein or given on-site is contingent on payment for services rendered. Any use of this report or information without payment will result in appropriate legal action. Copyright 2024 Tree Climbers LLC all rights reserved.

Jeremy Williams, RCA

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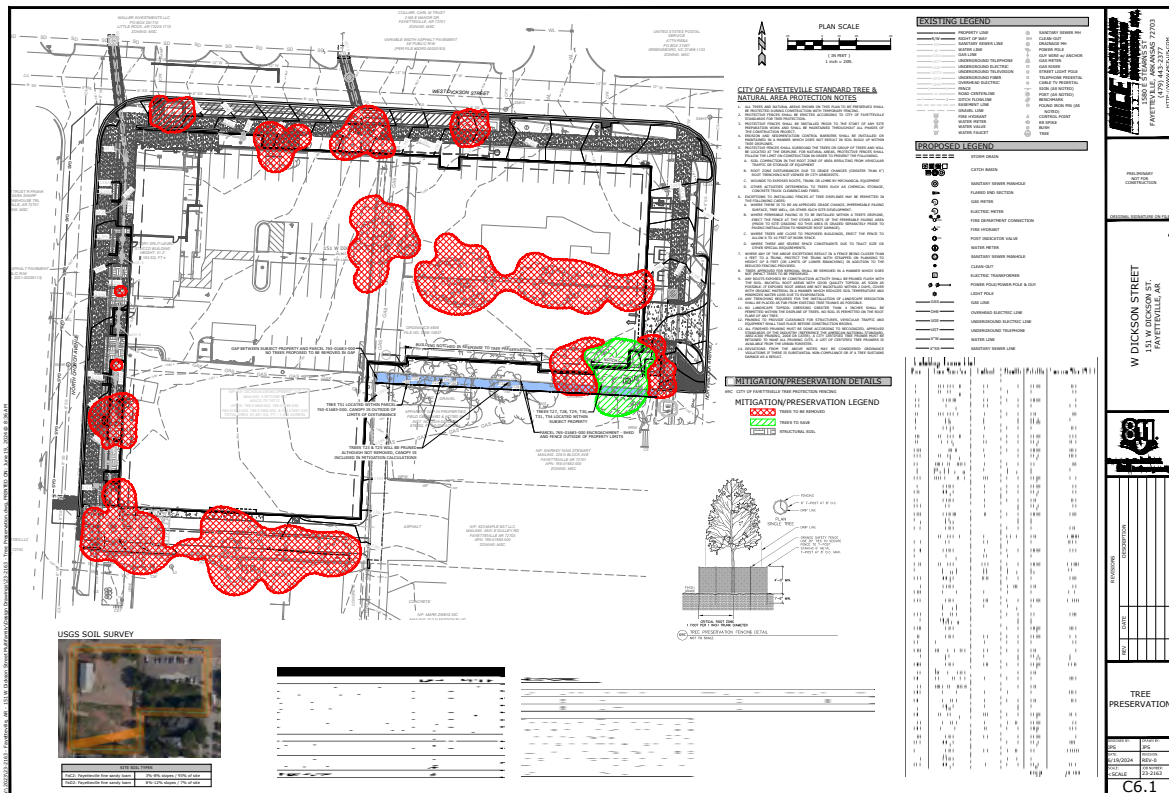
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ISA Board Certified Master Arborist
CTSP
ISA

Appendix A.2

Full view of the plan sent to me 06-29,2024





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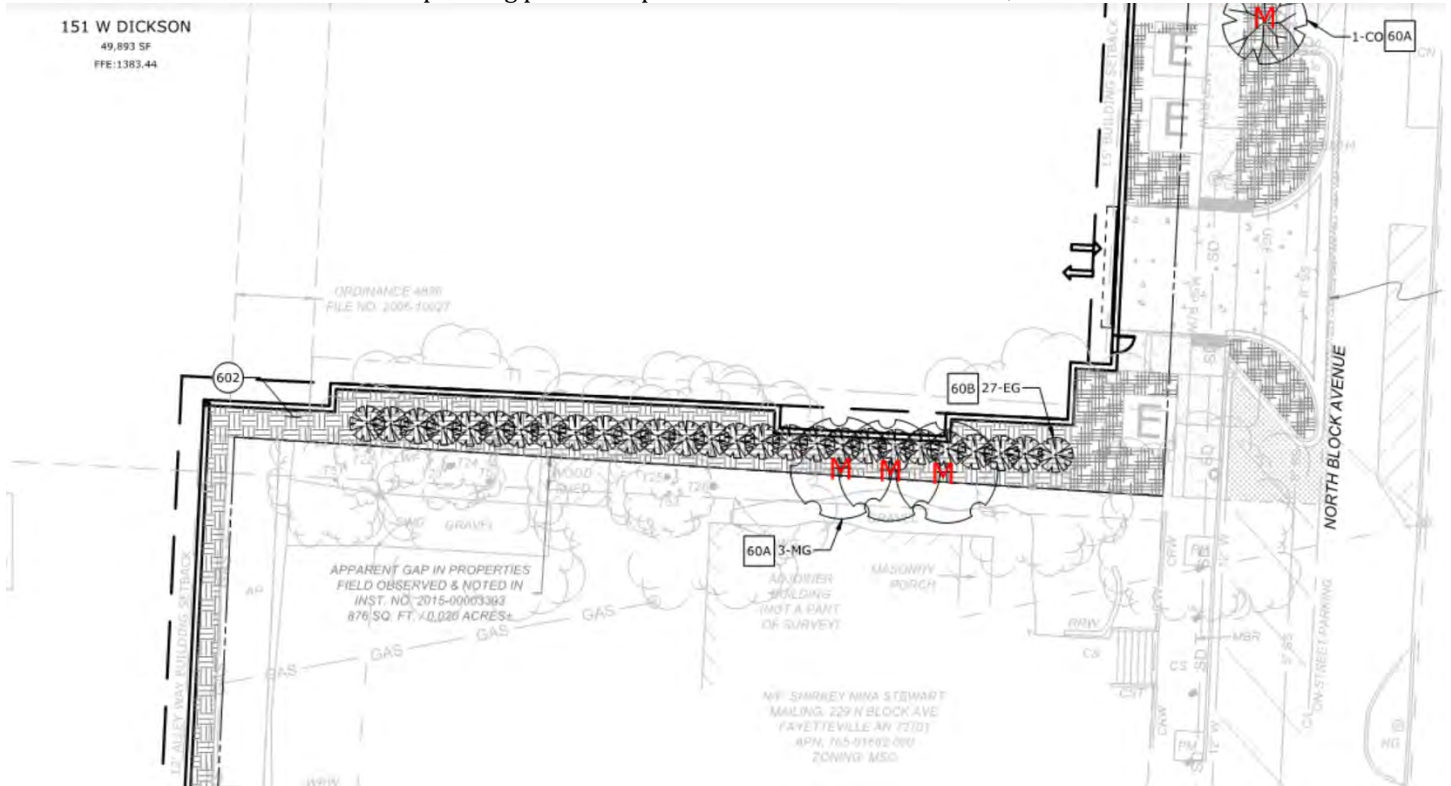
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Appendix B

The planting plan excerpt that was emailed to me 07-09,2024.





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Appendix C

Flags from 05-31,2024 site visit.



To: The City of Fayetteville

From: McClelland Consulting Engineers

Date: December 31, 2024

Subject: 151 W Dickson St

Planning Staff,

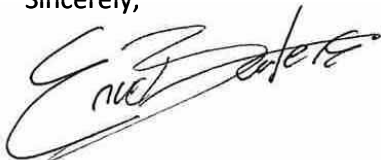
On behalf of Trenatas Ventures, please accept the following Large Scale Development plans for a new mixed-use development on the south side of W Dickson St, between the blocks of Church and Block. The project will consist of a 7-story building (3 basement levels and 5 stories above grade. The use will comprise of retail, parking structure, residential apartments, indoor and outdoor amenity spaces.

The fire apparatus access will be from Dickson Street. Underground detention is located on the north side of the building. The parking structure access is located on the east side, with access to Block Ave. Preceding this largescale application, an administrative right-of-way reduction was submitted, as well as documents to vacate the existing access/bench easement adjacent to Dickson St. In addition to required right-of-way, a new alley will be dedicated on the southwest side of the property as agreed on in the alley way vacation, ordinance 4836, file number 2006-10927.

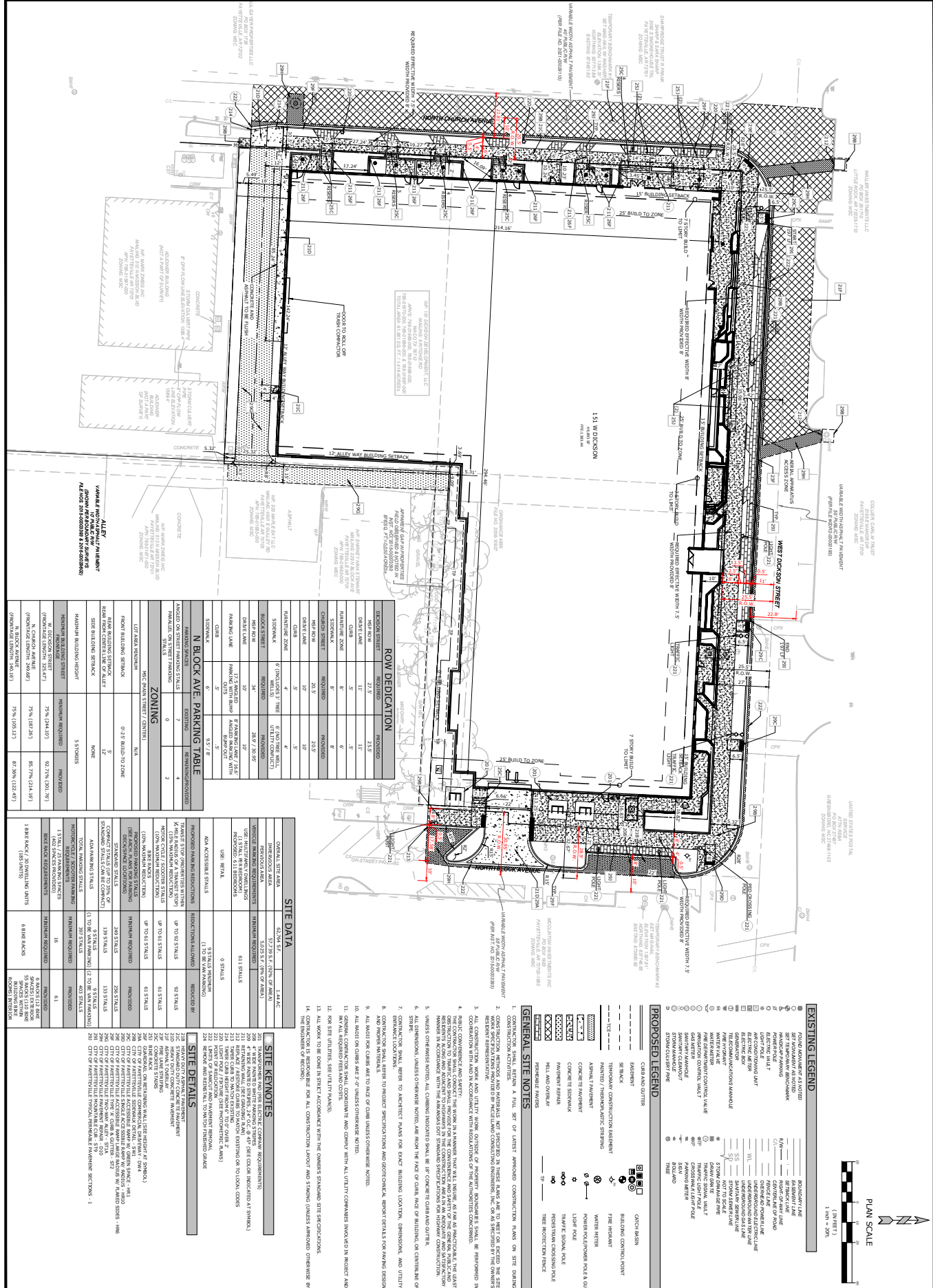
No variances are requested are requested at this time.

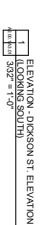
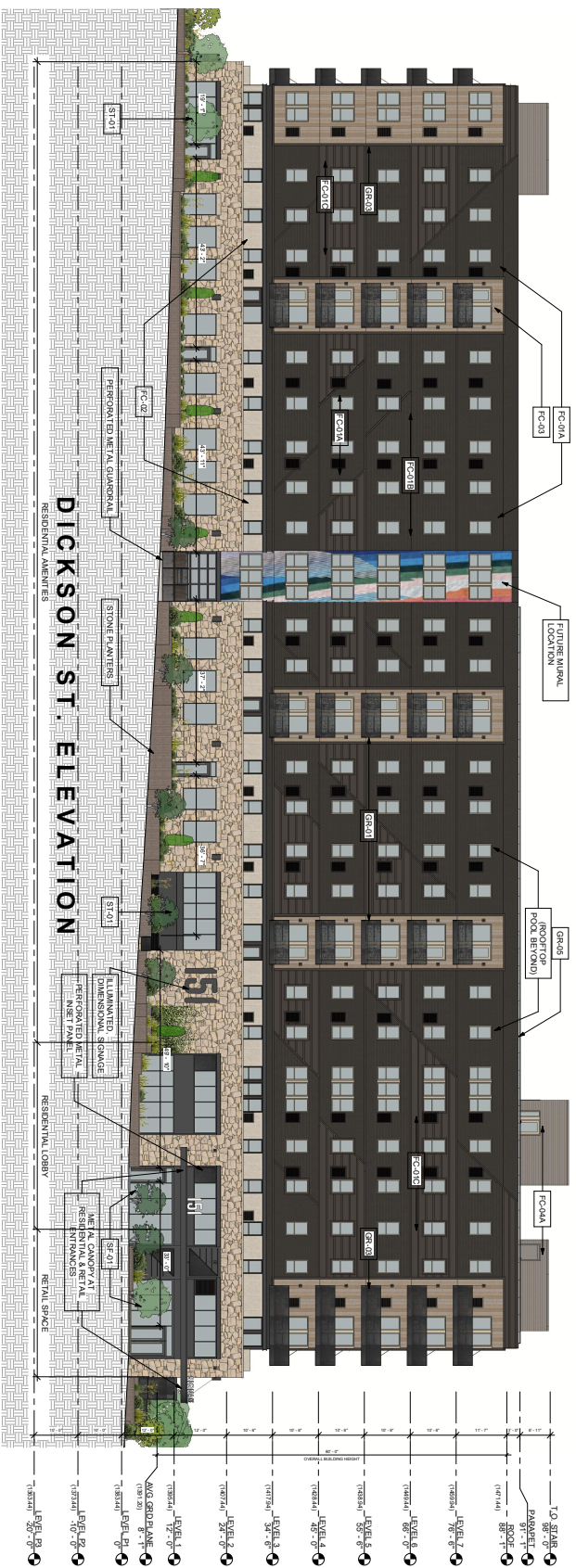
Please do not hesitate to contact me if you should have any questions or concerns regarding this project.

Sincerely,



Eric Bartels, PLA
Land Development Project Manager
(479) 443.2377
ebartels@mce.us.com





1. ALL EXTERIOR MATERIALS SHALL BE SELECTED AND REVIEWED BY THE ARCHITECT.
2. EXTERIOR SIGNAGE & ARTWORK IS BY OWNER WITH APPROVAL OF THE CITY OF FAYETTEVILLE AS REQUIRED.
3. REFER TO WINDOW SCHEDULE FOR WINDOW TYPES & DETAILS.
4. PROJECT 0.0 ELEVATION = 1384 FT.

EXTERIOR MATERIAL LEGEND

ST-01 ADHERED STONE MASONRY VENEER (FIELDSTONE)

FC01 FIBER CEMENT, PRIMED FOR PAINT (PHOBUZONTAL) - BRONZE

C. PANEL WITH BATTEN TRIM, SMOOTH

FC02 FIBER CEMENT PANEL, PRIMED FOR PAINT, FINE SAND (VERTICAL) - CREAM

F-405 FIBER CEMENT VERTICAL SIDING, FORMED FOR PAINT -
ALMOND

F-001 FIBER CEMENT, PRIMED FOR PAINT (PHO HORIZONTAL)
- WHITE GRAY

B. PANEL WITH BATTEN TRIM, SMOOTH

• CREAM

$$(w_1 + w_2) \cdot v_1 + w_3 v_2$$
CHILD INI EDI PML COLUM 3 SCORED PAGE 11110

MTL-01 FRAMED, PERFORATED METAL PANEL SCREEN

OF-01
FLUOROPOLYMER PAINTED FINISH AND GLASS AS
SELECTED BY ARCHITECT.

GR01 CLIP-ON BALCONY SYSTEM PERFORATED

METAL PICKET GUARDRAIL FINISH AS
SELECTED BY ARCHITECT.

GR403 CLIP-ON BALCONY SYSTEM, CUSTOM CORNER DETAIL, PERFORATED METAL PANEL INFILLS.

GR-DM METAL GUARDRAIL SYSTEMGR05 GLASS QUARTRAIL SYSTEM

RD-01 HIGH CYCLE, HIGH SPEED OVERHEAD COILING
SERVICE DOOR

RO-02 OVERHEAD COILING SERVICE DOOR[illegible]



TRAFFIC IMPACT ANALYSIS REVIEW

151 W Dickson Street
Fayetteville, Arkansas

Prepared for:
Trinitas Development
March 2025

Prepared by:
Traffic Engineering Consultants, Inc.



1.0 INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained to review a traffic impact analysis (TIA) for a proposed student-housing development to be located in Fayetteville, Arkansas. The study was requested to determine the effects the proposed development would have on the adjacent street system, to review the available access to the development and to provide recommendations for improvements that may be necessary to accommodate the traffic expected to be generated by the development.

2.0 BACKGROUND

2.1 PROPOSED DEVELOPMENT

The site of the proposed development is located south of West Dickson Street between North Church Street and North Block Avenue. The proposed development consists of a 611 bedroom off-campus student apartment community.

Access to the new development is proposed via one right-in/right-out drive along North Block Avenue.

3.0 TRAFFIC DATA

3.1 EXISTING TRAFFIC

Existing traffic volume data was collected at the study intersections in February 2025 while area schools were in session. Data was collected at the study intersections of West Dickson Street & North Church Avenue, West Dickson Street & alley, West Dickson Street & St. Charles Avenue, West Dickson Street & North Block Avenue, West Dickson Street & North College Avenue, West Spring Street & North Church Avenue, West Spring Street & alley, West Spring Street & North Block Avenue, and North Meadow Street & North Block Avenue. The study intersections exhibited a non-traditional delayed peak hour during the morning hours that is likely attributed to shifted inbound trips for the nearby University of Arkansas and restaurant/entertainment venues. For this reason the a.m. analysis was replaced with a mid-day peak hour analysis. The p.m. peak hour coincided with traditional peaking characteristics.

3.2 FUTURE BACKGROUND TRAFFIC

Previous ARDOT AADT traffic count volumes along roadways in the study area were tabulated and combined to determine a historical growth rate for use in projecting a background growth rate. The measured historical data indicates a negative vehicular growth trend. The declining rates represent a matured development area likely due to an increased usage of other modes. The analysis chose to utilize a 3% growth rate for future background traffic as a conservative approach.

4.0 PROJECTED TRAFFIC

4.1 PROPOSED DEVELOPMENT TRAFFIC

To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types. The *Off-Campus Student Apartment (Mid-Rise)* category was selected to determine the trip generation for the proposed site. The resulting traffic volumes were less than those typically used to warrant the need for a full traffic impact analysis.

4.2 DISTRIBUTION OF SITE GENERATED TRAFFIC

The traffic expected to be generated by the proposed development was distributed among the points of access and surrounding study intersections for the mid-day and p.m. peak hours. The distribution of site generated traffic was reviewed and found to be reasonable and properly calculated. The City of Fayetteville staff has reviewed the traffic distribution and concurred with the data.

4.3 TOTAL TRAFFIC

The proposed development traffic was then added to the background traffic. The future total traffic (background traffic + proposed site traffic) is summarized in **Exhibit 9** from the report.

5.0 CAPACITY ANALYSIS

5.1 METHODOLOGY

The capacity analyses were conducted using *Synchro 12*, which is a software package for modeling and optimizing traffic signal timings at signalized intersections and analyzing unsignalized intersections in accordance with the methodology of the latest edition of the *Highway Capacity Manual*.

The capacity analysis provides a measure of the amount of traffic that a given facility can accommodate. Traffic facilities generally operate poorly at or near capacity. The analysis is intended to estimate the maximum amount of traffic that can be accommodated by a facility while maintaining prescribed operational qualities. The definition of operational criteria is accomplished using levels-of-service. The concept of levels-of-service is defined as a qualitative measure and describes operational conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Six levels-of-service are defined for each type of facility for which analysis procedures are available. They are given letter designations, from “A” to “F”, with level-of-service “A” representing the best operating conditions and level-of-service “F” the worst.

The average control delay for signalized intersections is estimated for each lane group and aggregated for each approach and for the intersection as a whole. The level-of-service for this type of traffic control is directly related to the control delay value. The criteria for stop controlled or unsignalized intersections and roundabouts have different threshold values than do those for signalized intersections. The level-of-service criteria are summarized in **Table 1**. The *Highway Capacity Manual* considers an overall intersection level-of-service “D” or better and a critical approach (approach with the lowest level-of-service) level-of-service “E” or better to be acceptable level-of-service.

TABLE 1
LEVEL OF SERVICE CRITERIA

Level of Service	Average Delay (seconds/vehicle)		Traffic Condition
	Unsignalized	Signalized	
A	≤10	≤10	Free Flow
B	> 10 - 15	> 10 - 20	Stable Flow (slight delays)
C	> 15 - 25	> 20 - 35	Stable Flow (acceptable delays)
D	> 25 - 35	> 35 - 55	Approaching Unstable Flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	> 35 - 50	> 55 - 80	Unstable Flow (intolerable delay)
F	> 50	> 80	Forced Flow (congested and queues fail to clear)

5.2 SCENARIOS

Capacity analyses were conducted for the mid-day and p.m. peak hours at the proposed drives to the site as well as the adjacent study intersections. The intersections were analyzed and reviewed under future total traffic. The results of the capacity analyses conducted are summarized in **Table 2** and the raw data sheets have been included in the appendix.

TABLE 2
Intersection Capacity Analysis Results

Intersection	Type of Traffic Control	Mid-Day Peak Hour					PM Peak Hour				
		Critical Approach			Intersection		Critical Approach			Intersection	
		Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
Total Traffic											
Dickson Street and Church Avenue	Unsignalized / N Stop	NB	13.9	B	2.2	A	NB	18.1	C	3.1	A
Dickson Street and St Charles Avenue/Block Avenue	Signalized	EB	14.7	B	13.2	B	EB	13.7	B	12.2	B
Dickson Street and College Avenue	Signalized	WB	50.3	D	20.5	C	WB	49.8	D	25.5	C
Spring Street and Church Avenue	Unsignalized / All Stop	NB	7.8	A	7.6	A	NB	8.3	A	8.0	A
Dickson Street and alley	Unsignalized / N/S Stop	SB	8.9	A	0.4	A	SB	9.1	A	0.2	A
Dickson Street and Block Avenue	Unsignalized / E/W Stop	WB	10.5	B	3.6	A	WB	10.9	B	4.1	A
Meadow Street and Block Avenue	Unsignalized / E/W Stop	WB	10.6	B	5.6	A	WB	11.5	B	6.3	A
drive and Block Avenue	Unsignalized / E Stop	EB	9.1	A	2.0	A	EB	9.5	A	2.6	A

Critical Approach represents the approach with the highest delay value.

5.2.1 FUTURE TOTAL TRAFFIC

The analyses conducted under the future total traffic indicate that the critical approaches at the study intersections currently operate at acceptable levels-of-service “D” or better during the mid-day and p.m. peak hours. The study intersections operate at acceptable overall level-of-service “C” or better during the a.m. and p.m. peak hours.

The review delay values are very similar but not exactly the same as the primary study delay values. This is likely attributed to minor variations in the modeling. The model used for this review analysis did not use site specific peaking factors or truck percentages as they were likely negligible and the results support that assumption. The signalized study intersections of West Dickson Street & St. Charles Avenue and West Dickson Street & North Block Avenue were modeled slightly different, with the primary study modeling the intersections separately but paired, and the review modeling the intersections as combined. Both models resulted in acceptable levels-of-service values.

6.0 MULTI-MODAL

The multi-modal calculations and recommendations for the site were reviewed. The site is proposing the inclusion and construction of improved active transportation facilities that enhance the existing walkable and bikeable nature of the existing site. The site is surrounded by transit facilities that will increase bus ridership and likely continue to reduce the background vehicle trips as desired for downtown Fayetteville.

7.0 CONCLUSIONS

7.1 SUMMARY

TEC was requested to review a traffic impact analysis on a proposed student-housing development in Fayetteville, Arkansas. Existing traffic volume data was collected adjacent to the proposed development. The existing growth rates were evaluated and are negative, representing a matured development area. A conservative growth rate of 3% was used to predict future background traffic for 2029. The proposed development traffic was then determined and added to the background traffic for conducting the reviews and analyses.

The data was modeled separately and the separate results concur with the capacity analysis results of the study. The study intersections and proposed site drive would be expected to operate at overall acceptable levels-of-service during the mid-day and p.m. peak hours.

7.2 RECOMMENDATIONS

Based on the results of the analyses conducted, no traffic control or geometric roadway improvements are necessary as a result of the proposed site for traffic to continue operating at acceptable levels-of-service both now and in the future. The proposed development does not create or compound a dangerous traffic condition on the existing adjacent streets surrounding the development.

Intersection						
Int Delay, s/veh	2.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	305	19	20	295	47	59
Future Vol, veh/h	305	19	20	295	47	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	332	21	22	321	51	64
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	352	0	706	342
Stage 1	-	-	-	-	342	-
Stage 2	-	-	-	-	364	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1207	-	402	701
Stage 1	-	-	-	-	719	-
Stage 2	-	-	-	-	703	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1207	-	393	701
Mov Cap-2 Maneuver	-	-	-	-	393	-
Stage 1	-	-	-	-	719	-
Stage 2	-	-	-	-	687	-
Approach	EB		WB		NB	
HCM Ctrl Dly, s/v	0		0.51		13.87	
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	520	-	-	114	-	
HCM Lane V/C Ratio	0.221	-	-	0.018	-	
HCM Ctrl Dly (s/v)	13.9	-	-	8	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.8	-	-	0.1	-	

HCM 7th Signalized Intersection Summary

2: Block/St Charles & Dickson

Total Mid
03/14/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	283	52	72	271	57	0	0	0	46	14	54
Future Volume (veh/h)	35	283	52	72	271	57	0	0	0	46	14	54
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870				1870	1870	1870
Adj Flow Rate, veh/h	38	308	57	78	295	62				50	15	59
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92				0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2				2	2	2
Cap, veh/h	113	429	75	422	484	102				325	98	384
Arrive On Green	0.32	0.32	0.32	0.32	0.32	0.32				0.48	0.48	0.48
Sat Flow, veh/h	78	1329	232	1017	1499	315				682	205	805
Grp Volume(v), veh/h	403	0	0	78	0	357				124	0	0
Grp Sat Flow(s),veh/h/ln	1638	0	0	1017	0	1814				1691	0	0
Q Serve(g_s), s	2.7	0.0	0.0	0.0	0.0	7.5				1.9	0.0	0.0
Cycle Q Clear(g_c), s	10.2	0.0	0.0	3.7	0.0	7.5				1.9	0.0	0.0
Prop In Lane	0.09		0.14	1.00		0.17				0.40		0.48
Lane Grp Cap(c), veh/h	617	0	0	422	0	586				807	0	0
V/C Ratio(X)	0.65	0.00	0.00	0.18	0.00	0.61				0.15	0.00	0.00
Avail Cap(c_a), veh/h	1179	0	0	759	0	1187				807	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00				1.00	0.00	0.00
Uniform Delay (d), s/veh	13.5	0.0	0.0	11.6	0.0	12.9				6.6	0.0	0.0
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.2	0.0	1.0				0.4	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	0.0	0.0	0.5	0.0	2.6				0.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	14.7	0.0	0.0	11.8	0.0	13.9				7.1	0.0	0.0
LnGrp LOS	B			B		B				A		
Approach Vol, veh/h		403			435						124	
Approach Delay, s/veh		14.7			13.5						7.1	
Approach LOS		B			B						A	
Timer - Assigned Phs				4		6		8				
Phs Duration (G+Y+Rc), s				19.1		26.0		19.1				
Change Period (Y+Rc), s				4.5		4.5		4.5				
Max Green Setting (Gmax), s				29.5		21.5		29.5				
Max Q Clear Time (g_c+I1), s				12.2		3.9		9.5				
Green Ext Time (p_c), s				2.4		0.6		2.5				
Intersection Summary												
HCM 7th Control Delay, s/veh			13.2									
HCM 7th LOS			B									

HCM 7th Signalized Intersection Summary

3: College & Dickson

Total Mid
03/14/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	245	34	100	44	27	21	110	934	50	39	940	215
Future Volume (veh/h)	245	34	100	44	27	21	110	934	50	39	940	215
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	266	37	109	48	29	23	120	1015	54	42	1022	234
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	375	71	209	195	48	38	302	2014	107	348	1650	376
Arrive On Green	0.16	0.17	0.17	0.04	0.05	0.05	0.05	0.59	0.59	0.03	0.57	0.57
Sat Flow, veh/h	1781	418	1231	1781	966	766	1781	3432	183	1781	2873	656
Grp Volume(v), veh/h	266	0	146	48	0	52	120	525	544	42	631	625
Grp Sat Flow(s),veh/h/ln	1781	0	1649	1781	0	1732	1781	1777	1837	1781	1777	1752
Q Serve(g_s), s	14.1	0.0	8.4	2.6	0.0	3.1	2.8	18.0	18.0	1.0	24.4	24.6
Cycle Q Clear(g_c), s	14.1	0.0	8.4	2.6	0.0	3.1	2.8	18.0	18.0	1.0	24.4	24.6
Prop In Lane	1.00		0.75	1.00		0.44	1.00		0.10	1.00		0.37
Lane Grp Cap(c), veh/h	375	0	280	195	0	86	302	1043	1078	348	1020	1006
V/C Ratio(X)	0.71	0.00	0.52	0.25	0.00	0.60	0.40	0.50	0.50	0.12	0.62	0.62
Avail Cap(c_a), veh/h	397	0	476	227	0	302	416	1043	1078	380	1020	1006
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	36.8	0.0	39.3	44.6	0.0	48.4	12.0	12.6	12.6	9.6	14.6	14.7
Incr Delay (d2), s/veh	5.4	0.0	1.5	0.6	0.0	6.6	0.8	1.7	1.7	0.2	2.8	2.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.6	0.0	3.5	1.2	0.0	1.5	1.1	7.2	7.5	0.4	10.0	10.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	42.2	0.0	40.8	45.3	0.0	54.9	12.9	14.3	14.3	9.8	17.4	17.6
LnGrp LOS	D		D	D		D	B	B	B	A	B	B
Approach Vol, veh/h	412		100			1189			1298			
Approach Delay, s/veh	41.7		50.3			14.2			17.2			
Approach LOS	D		D			B			B			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	8.0	65.5	8.2	22.2	9.3	64.2	20.7	9.7				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.4	61.0	5.6	30.0	11.5	54.9	17.5	18.1				
Max Q Clear Time (g_c+I3), s	13.0	20.0	4.6	10.4	4.8	26.6	16.1	5.1				
Green Ext Time (p_c), s	0.0	9.0	0.0	0.8	0.1	10.6	0.1	0.1				
Intersection Summary												
HCM 7th Control Delay, s/veh			20.5									
HCM 7th LOS			C									

Intersection

Intersection Delay, s/veh 7.6

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	39	11	8	36	19	18	69	7	5	28	5
Future Vol, veh/h	7	39	11	8	36	19	18	69	7	5	28	5
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	42	12	9	39	21	20	75	8	5	30	5
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left SB		NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right NB		SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.6	7.5	7.8	7.5
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	19%	12%	13%	13%
Vol Thru, %	73%	68%	57%	74%
Vol Right, %	7%	19%	30%	13%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	94	57	63	38
LT Vol	18	7	8	5
Through Vol	69	39	36	28
RT Vol	7	11	19	5
Lane Flow Rate	102	62	68	41
Geometry Grp	1	1	1	1
Degree of Util (X)	0.119	0.071	0.078	0.048
Departure Headway (Hd)	4.186	4.146	4.076	4.187
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	847	851	865	842
Service Time	2.259	2.237	2.166	2.277
HCM Lane V/C Ratio	0.12	0.073	0.079	0.049
HCM Control Delay, s/veh	7.8	7.6	7.5	7.5
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.4	0.2	0.3	0.2

Intersection												
Int Delay, s/veh	0.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	46	0	0	61	0	0	0	0	2	0	2
Future Vol, veh/h	2	46	0	0	61	0	0	0	0	2	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	50	0	0	66	0	0	0	0	2	0	2
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	66	0	0	50	0	0	121	121	50	121	121	66
Stage 1	-	-	-	-	-	-	54	54	-	66	66	-
Stage 2	-	-	-	-	-	-	66	66	-	54	54	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1535	-	-	1557	-	-	855	770	1018	855	770	997
Stage 1	-	-	-	-	-	-	958	850	-	944	840	-
Stage 2	-	-	-	-	-	-	944	840	-	958	850	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1535	-	-	1557	-	-	851	769	1018	853	769	997
Mov Cap-2 Maneuver	-	-	-	-	-	-	851	769	-	853	769	-
Stage 1	-	-	-	-	-	-	957	848	-	944	840	-
Stage 2	-	-	-	-	-	-	942	840	-	957	848	-
Approach	EB			WB			NB			SB		
HCM Ctrl Dly, s/v	0.31			0			0			8.93		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	-	75	-	-	1557	-	-	920				
HCM Lane V/C Ratio	-	0.001	-	-	-	-	-	0.005				
HCM Ctrl Dly (s/v)	0	7.3	0	-	0	-	-	8.9				
HCM Lane LOS	A	A	A	-	A	-	-	A				
HCM 95th %tile Q(veh)	-	0	-	-	0	-	-	0				

Intersection													
Int Delay, s/veh	3.6												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Vol, veh/h	0	37	10	14	28	0	0	0	0	22	113	29	
Future Vol, veh/h	0	37	10	14	28	0	0	0	0	22	113	29	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	40	11	15	30	0	0	0	0	24	123	32	
Major/Minor	Minor2		Minor1				Major2						
Conflicting Flow All	-	186	139	191	202	-				0	0	0	
Stage 1	-	186	-	0	0	-				-	-	-	
Stage 2	-	0	-	191	202	-				-	-	-	
Critical Hdwy	-	6.52	6.22	7.12	6.52	-				4.12	-	-	
Critical Hdwy Stg 1	-	5.52	-	-	-	-				-	-	-	
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-				-	-	-	
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-				2.218	-	-	
Pot Cap-1 Maneuver	0	708	910	769	694	0				-	-	-	
Stage 1	0	746	-	-	-	0				-	-	-	
Stage 2	0	-	-	811	734	0				-	-	-	
Platoon blocked, %											-	-	
Mov Cap-1 Maneuver	-	708	910	717	694	-				-	-	-	
Mov Cap-2 Maneuver	-	708	-	717	694	-				-	-	-	
Stage 1	-	746	-	-	-	-				-	-	-	
Stage 2	-	-	-	758	734	-				-	-	-	
Approach	EB		WB				SB						
HCM Ctrl Dly, s/v	10.2		10.49										
HCM LOS	B		B										
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR								
Capacity (veh/h)	743		701	-	-	-							
HCM Lane V/C Ratio	0.069		0.065	-	-	-							
HCM Ctrl Dly (s/v)	10.2		10.5	-	-	-							
HCM Lane LOS	B		B	-	-	-							
HCM 95th %tile Q(veh)	0.2		0.2	-	-	-							

Intersection												
Int Delay, s/veh	5.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	60	25	37	33	0	0	0	0	18	90	24
Future Vol, veh/h	0	60	25	37	33	0	0	0	0	18	90	24
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	65	27	40	36	0	0	0	0	20	98	26
Major/Minor	Minor2		Minor1				Major2					
Conflicting Flow All	-	150	111	170	163	-	0		0	0		
Stage 1	-	150	-	0	0	-	-		-	-		
Stage 2	-	0	-	170	163	-	-		-	-		
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12		-	-		
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-		-	-		
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-		-	-		
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218		-	-		
Pot Cap-1 Maneuver	0	742	942	794	729	0	-		-	-		
Stage 1	0	773	-	-	-	0	-		-	-		
Stage 2	0	-	-	832	763	0	-		-	-		
Platoon blocked, %									-	-		
Mov Cap-1 Maneuver	-	742	942	703	729	-	-		-	-		
Mov Cap-2 Maneuver	-	742	-	703	729	-	-		-	-		
Stage 1	-	773	-	-	-	-	-		-	-		
Stage 2	-	-	-	740	763	-	-		-	-		
Approach	EB		WB				SB					
HCM Ctrl Dly, s/v	10.15		10.63									
HCM LOS	B		B									
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR							
Capacity (veh/h)	791 715		-	-	-							
HCM Lane V/C Ratio	0.117 0.106		-	-	-							
HCM Ctrl Dly (s/v)	10.2 10.6		-	-	-							
HCM Lane LOS	B B		-	-	-							
HCM 95th %tile Q(veh)	0.4 0.4		-	-	-							

Intersection						
Int Delay, s/veh	2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗			↘	
Traffic Vol, veh/h	0	38	0	0	109	29
Future Vol, veh/h	0	38	0	0	109	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	41	0	0	118	32

Major/Minor	Minor2		Major2	
Conflicting Flow All	-	134	-	0
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	-	6.22	-	-
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	3.318	-	-
Pot Cap-1 Maneuver	0	915	-	-
Stage 1	0	-	-	-
Stage 2	0	-	-	-
Platoon blocked, %			-	-
Mov Cap-1 Maneuver	-	915	-	-
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	EB	SB
HCM Ctrl Dly, s/v	9.12	0
HCM LOS	A	

Minor Lane/Major Mvmt	EBLn1	SBT	SBR
Capacity (veh/h)	915	-	-
HCM Lane V/C Ratio	0.045	-	-
HCM Ctrl Dly (s/v)	9.1	-	-
HCM Lane LOS	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-

Intersection						
Int Delay, s/veh	3.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	414	25	25	321	62	87
Future Vol, veh/h	414	25	25	321	62	87
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	450	27	27	349	67	95
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	477	0	867	464
Stage 1	-	-	-	-	464	-
Stage 2	-	-	-	-	403	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1085	-	323	598
Stage 1	-	-	-	-	633	-
Stage 2	-	-	-	-	675	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1085	-	313	598
Mov Cap-2 Maneuver	-	-	-	-	313	-
Stage 1	-	-	-	-	633	-
Stage 2	-	-	-	-	654	-
Approach	EB		WB		NB	
HCM Ctrl Dly, s/v	0		0.61		18.15	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	434	-	-	130	-	
HCM Lane V/C Ratio	0.373	-	-	0.025	-	
HCM Ctrl Dly (s/v)	18.1	-	-	8.4	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1.7	-	-	0.1	-	

HCM 7th Signalized Intersection Summary
2: Block/St Charles & Dickson

Total PM
03/14/2025

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	44	359	81	63	295	53	0	0	0	29	37	59
Future Volume (veh/h)	44	359	81	63	295	53	0	0	0	29	37	59
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870				1870	1870	1870
Adj Flow Rate, veh/h	48	390	88	68	321	58				32	40	64
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92				0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2				2	2	2
Cap, veh/h	119	517	111	426	590	107				170	212	339
Arrive On Green	0.38	0.38	0.38	0.38	0.38	0.38				0.42	0.42	0.42
Sat Flow, veh/h	89	1351	289	916	1542	279				401	502	803
Grp Volume(v), veh/h	526	0	0	68	0	379				136	0	0
Grp Sat Flow(s),veh/h/ln	1728	0	0	916	0	1820				1706	0	0
Q Serve(g_s), s	4.8	0.0	0.0	0.0	0.0	7.5				2.3	0.0	0.0
Cycle Q Clear(g_c), s	12.3	0.0	0.0	3.6	0.0	7.5				2.3	0.0	0.0
Prop In Lane	0.09		0.17	1.00		0.15				0.24		0.47
Lane Grp Cap(c), veh/h	746	0	0	426	0	696				721	0	0
V/C Ratio(X)	0.70	0.00	0.00	0.16	0.00	0.54				0.19	0.00	0.00
Avail Cap(c_a), veh/h	1252	0	0	701	0	1242				721	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00				1.00	0.00	0.00
Uniform Delay (d), s/veh	12.5	0.0	0.0	9.9	0.0	11.1				8.4	0.0	0.0
Incr Delay (d2), s/veh	1.2	0.0	0.0	0.2	0.0	0.7				0.6	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	0.0	0.0	0.4	0.0	2.5				0.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	13.7	0.0	0.0	10.1	0.0	11.8				8.9	0.0	0.0
LnGrp LOS	B			B			B			A		
Approach Vol, veh/h	526			447						136		
Approach Delay, s/veh	13.7			11.5						8.9		
Approach LOS	B			B						A		
Timer - Assigned Phs				4			6			8		
Phs Duration (G+Y+Rc), s				22.2			24.0			22.2		
Change Period (Y+Rc), s				4.5			4.5			4.5		
Max Green Setting (Gmax), s				31.5			19.5			31.5		
Max Q Clear Time (g_c+I1), s				14.3			4.3			9.5		
Green Ext Time (p_c), s				3.4			0.6			2.7		
Intersection Summary												
HCM 7th Control Delay, s/veh	12.2											
HCM 7th LOS	B											

HCM 7th Signalized Intersection Summary

3: College & Dickson

Total PM
03/14/2025



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	282	86	111	82	34	50	108	969	81	16	1142	197
Future Volume (veh/h)	282	86	111	82	34	50	108	969	81	16	1142	197
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	307	93	121	89	37	54	117	1053	88	17	1241	214
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	374	126	164	234	51	74	238	1933	161	292	1683	288
Arrive On Green	0.16	0.17	0.17	0.06	0.07	0.07	0.05	0.58	0.58	0.02	0.55	0.55
Sat Flow, veh/h	1781	738	960	1781	687	1003	1781	3320	277	1781	3034	519
Grp Volume(v), veh/h	307	0	214	89	0	91	117	563	578	17	723	732
Grp Sat Flow(s),veh/h/ln	1781	0	1698	1781	0	1690	1781	1777	1820	1781	1777	1777
Q Serve(g_s), s	16.7	0.0	12.8	4.9	0.0	5.6	3.0	20.7	20.7	0.4	32.6	33.3
Cycle Q Clear(g_c), s	16.7	0.0	12.8	4.9	0.0	5.6	3.0	20.7	20.7	0.4	32.6	33.3
Prop In Lane	1.00		0.57	1.00		0.59	1.00		0.15	1.00		0.29
Lane Grp Cap(c), veh/h	374	0	290	234	0	125	238	1034	1060	292	986	986
V/C Ratio(X)	0.82	0.00	0.74	0.38	0.00	0.73	0.49	0.54	0.55	0.06	0.73	0.74
Avail Cap(c_a), veh/h	374	0	447	239	0	287	315	1034	1060	344	986	986
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	36.7	0.0	42.0	42.2	0.0	48.3	16.7	13.6	13.6	11.3	17.8	18.0
Incr Delay (d2), s/veh	13.5	0.0	3.7	1.0	0.0	7.8	1.6	2.1	2.0	0.1	4.8	5.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.6	0.0	5.6	2.2	0.0	2.6	1.2	8.4	8.6	0.2	13.9	14.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	50.2	0.0	45.6	43.2	0.0	56.2	18.3	15.7	15.7	11.4	22.7	23.0
LnGrp LOS	D		D	D		E	B	B	B	B	C	C
Approach Vol, veh/h	521		180			1258			1472			
Approach Delay, s/veh	48.3		49.8			15.9			22.7			
Approach LOS	D		D			B			C			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.5	66.6	10.9	22.7	9.4	63.7	21.2	12.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.5	62.1	6.7	28.1	9.5	57.7	16.7	18.1				
Max Q Clear Time (g_c+I), s	12.4	22.7	6.9	14.8	5.0	35.3	18.7	7.6				
Green Ext Time (p_c), s	0.0	9.9	0.0	1.0	0.1	11.5	0.0	0.3				
Intersection Summary												
HCM 7th Control Delay, s/veh			25.5									
HCM 7th LOS			C									

Intersection												
Intersection Delay, s/veh	8											
Intersection LOS	A											

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	15	51	7	6	40	27	19	105	23	0	37	8
Future Vol, veh/h	15	51	7	6	40	27	19	105	23	0	37	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	16	55	8	7	43	29	21	114	25	0	40	9
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left SB		NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right NB		SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8	7.7	8.3	7.6
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	13%	21%	8%	0%
Vol Thru, %	71%	70%	55%	82%
Vol Right, %	16%	10%	37%	18%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	147	73	73	45
LT Vol	19	15	6	0
Through Vol	105	51	40	37
RT Vol	23	7	27	8
Lane Flow Rate	160	79	79	49
Geometry Grp	1	1	1	1
Degree of Util (X)	0.19	0.099	0.094	0.059
Departure Headway (Hd)	4.292	4.471	4.286	4.358
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	840	804	838	824
Service Time	2.292	2.487	2.302	2.375
HCM Lane V/C Ratio	0.19	0.098	0.094	0.059
HCM Control Delay, s/veh	8.3	8	7.7	7.6
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.7	0.3	0.3	0.2

Intersection												
Int Delay, s/veh	0.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	72	1	1	69	0	0	0	0	1	0	1
Future Vol, veh/h	0	72	1	1	69	0	0	0	0	1	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	78	1	1	75	0	0	0	0	1	0	1
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	75	0	0	79	0	0	156	156	79	155	157	75
Stage 1	-	-	-	-	-	-	79	79	-	77	77	-
Stage 2	-	-	-	-	-	-	77	77	-	78	79	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1524	-	-	1519	-	-	810	736	982	811	735	986
Stage 1	-	-	-	-	-	-	930	829	-	932	831	-
Stage 2	-	-	-	-	-	-	932	831	-	931	829	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1524	-	-	1519	-	-	809	735	982	810	735	986
Mov Cap-2 Maneuver	-	-	-	-	-	-	809	735	-	810	735	-
Stage 1	-	-	-	-	-	-	930	829	-	931	830	-
Stage 2	-	-	-	-	-	-	930	830	-	931	829	-
Approach	EB			WB			NB			SB		
HCM Ctrl Dly, s/v	0			0.11			0			9.06		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	-	1524	-	-	26	-	-	890				
HCM Lane V/C Ratio	-	-	-	-	0.001	-	-	0.002				
HCM Ctrl Dly (s/v)	0	0	-	-	7.4	0	-	9.1				
HCM Lane LOS	A	A	-	-	A	A	-	A				
HCM 95th %tile Q(veh)	-	0	-	-	0	-	-	0				

Intersection												
Int Delay, s/veh	4.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↱			↱						↲	
Traffic Vol, veh/h	0	51	23	20	27	0	0	0	0	23	126	45
Future Vol, veh/h	0	51	23	20	27	0	0	0	0	23	126	45
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	55	25	22	29	0	0	0	0	25	137	49
Major/Minor	Minor2		Minor1				Major2					
Conflicting Flow All	-	211	161	215	236	-				0	0	0
Stage 1	-	211	-	0	0	-				-	-	-
Stage 2	-	0	-	215	236	-				-	-	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-				4.12	-	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-				-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-				-	-	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-				2.218	-	-
Pot Cap-1 Maneuver	0	686	884	742	665	0				-	-	-
Stage 1	0	727	-	-	-	0				-	-	-
Stage 2	0	-	-	788	710	0				-	-	-
Platoon blocked, %											-	-
Mov Cap-1 Maneuver	-	686	884	663	665	-				-	-	-
Mov Cap-2 Maneuver	-	686	-	663	665	-				-	-	-
Stage 1	-	727	-	-	-	-				-	-	-
Stage 2	-	-	-	707	710	-				-	-	-
Approach	EB		WB				SB					
HCM Ctrl Dly, s/v	10.48		10.87									
HCM LOS	B		B									
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR							
Capacity (veh/h)	737 664		-	-	-							
HCM Lane V/C Ratio	0.109 0.077		-	-	-							
HCM Ctrl Dly (s/v)	10.5 10.9		-	-	-							
HCM Lane LOS	B B		-	-	-							
HCM 95th %tile Q(veh)	0.4 0.2		-	-	-							

Intersection												
Int Delay, s/veh	6.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↱			↰						↰↱	
Traffic Vol, veh/h	0	110	19	46	28	0	0	0	0	17	116	22
Future Vol, veh/h	0	110	19	46	28	0	0	0	0	17	116	22
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	120	21	50	30	0	0	0	0	18	126	24
Major/Minor	Minor2		Minor1				Major2					
Conflicting Flow All	-	175	138	223	187	-	0			0	0	
Stage 1	-	175	-	0	0	-	-			-	-	-
Stage 2	-	0	-	223	187	-	-			-	-	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12			-	-	
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-			-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-			-	-	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218			-	-	
Pot Cap-1 Maneuver	0	718	910	733	708	0	-			-	-	-
Stage 1	0	754	-	-	-	0	-			-	-	-
Stage 2	0	-	-	780	745	0	-			-	-	-
Platoon blocked, %										-	-	
Mov Cap-1 Maneuver	-	718	910	597	708	-	-			-	-	-
Mov Cap-2 Maneuver	-	718	-	597	708	-	-			-	-	-
Stage 1	-	754	-	-	-	-	-			-	-	-
Stage 2	-	-	-	641	745	-	-			-	-	-
Approach	EB		WB				SB					
HCM Ctrl Dly, s/v	10.98		11.5									
HCM LOS	B		B									
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR							
Capacity (veh/h)	741 635		-	-	-							
HCM Lane V/C Ratio	0.189 0.127		-	-	-							
HCM Ctrl Dly (s/v)	11 11.5		-	-	-							
HCM Lane LOS	B B		-	-	-							
HCM 95th %tile Q(veh)	0.7 0.4		-	-	-							

Intersection						
Int Delay, s/veh	2.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	68	0	0	120	60
Future Vol, veh/h	0	68	0	0	120	60
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	74	0	0	130	65
Major/Minor	Minor2		Major2			
Conflicting Flow All	-	163	-	-	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	882	-	-	-	-
Stage 1	0	-	-	-	-	-
Stage 2	0	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	882	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		SB			
HCM Ctrl Dly, s/v	9.46		0			
HCM LOS	A					
Minor Lane/Major Mvmt	EBLn1	SBT	SBR			
Capacity (veh/h)	882	-	-			
HCM Lane V/C Ratio	0.084	-	-			
HCM Ctrl Dly (s/v)	9.5	-	-			
HCM Lane LOS	A	-	-			
HCM 95th %tile Q(veh)	0.3	-	-			

 Traffic Impact Analysis

151 W Dickson Street
Fayetteville, Arkansas

2nd Submittal: March 17th, 2025

Kimley-Horn and Associates, Inc.
Bentonville, Arkansas

Project #069419102
Registered Firm F-928

Kimley»Horn

Transportation Impact Study

**151 West Dickson Street Development
Fayetteville, Arkansas**

Prepared by:

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3-17-2024



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EXECUTIVE SUMMARY

The 151 W Dickson Street development, located between Block Avenue and Church Avenue along Dickson Street in Fayetteville, Arkansas, is proposed as a 611-bedroom off-campus student apartment community. This Transportation Impact Study (TIS) was conducted in accordance with Chapter 3 of the 2020 Edition Fayetteville *Minimum Street Standards* (MSS) to evaluate trip generation, potential impacts on the local street network, and the need for mitigation measures.

Traffic operations were analyzed for existing conditions (2025), 2029 background conditions (with projected growth), and 2029 buildout conditions (with site-generated traffic). The analysis considered weekday midday and PM peak hours, aligning with observed traffic patterns in the area.

The 151 W Dickson Street development is expected to generate approximately 67 new weekday midday peak hour one-way vehicle trips and 128 new weekday PM peak hour one-way vehicle trips at buildout. The distribution of the site-generated traffic volumes onto the street system was based on the surrounding roadway network, existing traffic patterns, and the project's proposed access locations.

The study evaluated the project's trip generation, multimodal access, traffic operations, and pedestrian and transit infrastructure, verifying compliance with the City of Fayetteville's transportation policies.

Traffic Operations Analysis

Traffic analysis for the 2025 Existing, 2029 Background, and 2029 Buildout scenarios indicates that all study intersections will continue to operate at LOS D or better, meaning no significant negative traffic impacts are anticipated per MSS Section 3.5.1. The redistributed alleyway traffic is effectively handled by adjacent streets, and the site-generated traffic does not warrant additional roadway or intersection improvements. Given these findings, no traffic mitigation measures are required, as the existing network can accommodate the projected volumes without adverse operational impacts.

Pedestrian and Bicycle Evaluation

The 151 W Dickson Street development is expected to generate high pedestrian and multimodal activity due to its proximity to the University of Arkansas and its integration with the city's bicycle and pedestrian network. The project enhances pedestrian safety and walkability by:

- Providing new sidewalk infrastructure that meets or exceeds standards, including an 8-foot-wide sidewalk with a 5-foot buffer on Dickson Street and expanded sidewalks on Block Avenue and Church Avenue.
- Eliminating driveways on Dickson Street, which reduces pedestrian-vehicle conflict points and improves the safety and continuity of the walking environment.

Access Spacing and Site Circulation

The proposed driveway on Block Avenue meets spacing requirements and provides safe and efficient access to the site while minimizing traffic impact on Dickson Street. By removing the existing driveways on Dickson Street, the project limits vehicular access along a critical multimodal corridor, further enhancing pedestrian safety and preserving the urban streetscape. The driveway on Block Avenue is expected to operate efficiently at LOS or better, supporting site circulation without causing operational concerns for surrounding roadways.

Conclusion

The 151 W Dickson Street development aligns with Fayetteville's transportation and mobility goals by enhancing pedestrian, bicycle, and transit accessibility while maintaining efficient roadway operations. With improved sidewalk infrastructure, reduced pedestrian-vehicle conflicts, and a well-placed site driveway, the project effectively integrates into the existing multimodal network without significant negative impacts. The proposed development does not create or compound a dangerous traffic condition on the existing adjacent streets surrounding the development and is in keeping with the requirements and ideals of the City of Fayetteville Master Street Plan. No further mitigation measures are necessary, and the site is well-positioned to support sustainable, multimodal transportation in the downtown core.

I. INTRODUCTION

A. Purpose

This Transportation Impact Study (TIS) has been prepared in accordance with Chapter 3 – Transportation Impact Study of the Fayetteville *Minimum Street Standards (2020 Edition)* to assess the potential transportation impacts of the proposed 151 W Dickson Street Development. The development is located between Church Avenue and Block Avenue along the southern side of Dickson Street in Fayetteville, Arkansas.

The purpose of this study is to evaluate the project's trip generation characteristics, assess potential capacity and safety impacts on the local street network, and recommend mitigation measures if necessary to maintain safe and efficient multimodal transportation operations.

B. When a TIS is Required

Per Section 3.2.3 of the Fayetteville *Minimum Street Standards (MSS)*, an Individual Site TIS is required when one or more of the following conditions are met:

1. The development generates more than 100 peak hour trips on a Residential Link
2. The development generates more than 150 peak hour trips on a Neighborhood Link
3. The development generates more than 200 peak hour trips on a Regional Link
4. New high-volume access is requested on a Regional Link or State Highway
5. The City Engineer determines that a TIS is necessary due to other development-specific conditions

For this project, the highest peak hour trips on any link were:

- Block Avenue – 68 vehicles
- Spring Street – 34 vehicles
- Dickson Street – 41 vehicles

These values do not exceed the standard thresholds for requiring a TIS. However, due to the development's location within the urban center, the City Engineer determined that a TIS should be conducted to evaluate potential impacts and ensure appropriate transportation planning.

C. Scoping Meeting

A scoping meeting was conducted on February 25th, 2025, with the City to determine the parameters for the Traffic Impact Study (TIS). The agreed-upon methodology, as summarized below, follows the City's TIS requirements and criteria:

- Trip Generation (ITE Trip Generation Manual, 11th Edition, Land Use Code 226)
- Trip Distribution
- Growth Rate (3% annually)
- Study Intersections
- Data Collection Time Periods
- Analysis Scenarios (2025 Existing, 2029 Background, 2029 Buildout)
- Analysis Methodology (Synchro™ and HCM methodologies)
- Level of Service (LOS) Criteria (LOS D or better)
- Multimodal Analysis Components (pedestrian, bicycle, and transit)
- Type of Study (Individual Site Transportation Impact Study)

D. Roadway Characteristics

The study analyzed both unsignalized and signalized intersections within the project area. **Table 1** lists the evaluated intersections and their respective traffic control types. The locations of these intersections are shown in **Exhibit 1**.

Table 1 – Intersection Control Type

Intersection	Control Type
Dickson St at College Ave	Traffic Signal
Dickson St at St Charles Ave	Traffic Signal
Dickson St at Block Ave	Traffic Signal
Dickson St at Alleyway	Minor-Road-Only Stop Control (NB)
Dickson St at Church Ave	Minor-Road-Only Stop Control (NB)
Spring St at Block Ave	Minor-Road-Only Stop Control (EB & WB)
Spring St at Alleyway	Minor-Road-Only Stop Control (NB & SB)
Spring St at Church Ave	Multi-Way Stop Control (All)
Meadow St at Block Ave	Minor-Road-Only Stop Control (EB & WB)

The study area roadways fall within Fayetteville's Downtown/Urban Street Design Standards, which emphasize low-speed, pedestrian-friendly design with the following key elements relevant to this study:

- Target Speed: 20-25 mph
- On-Street Parking: Encouraged where feasible
- Sidewalks: Wide sidewalks with furnishing/tree zones recommended
- Bicycle Facilities: Should intermix with traffic or have protected lanes where warranted
- Intersection Sightlines: Must remain unobstructed for safety
- Transit Considerations: Lane widths may increase to 11 feet on planned transit routes

The major study area roadway characteristics are summarized in the table below:

Table 2 – Roadway Characteristics

Roadway	Lanes	Orientation	Speed Limit	Classification
Dickson St	2 (Undivided)	East-West	20 MPH (per City Map)	Urban Center
Spring St	2 (Undivided)	East-West	20 MPH (per City Map)	Urban Center
Meadow St	2 (Undivided)	East-West	20 MPH (per City Map)	Urban Center
College Ave	4 (Divided)	North-South	35 MPH (per City Map)	Urban Center
Block Ave	1 (One-Way)	North-South (Southbound)	20 MPH (per City Map)	Urban Center
St Charles Ave	2 (Undivided)	North-South	20 MPH (per City Map)	Urban Center
Church Ave	2 (Undivided)	North-South	20 MPH (per City Map)	Urban Center

Exhibit 3 depicts the intersection lane configurations and control types for existing and background scenarios, while **Exhibit 4** illustrates the planned intersection geometry for buildout conditions.

E. Existing Site Characteristics

The 151 W Dickson Street property is zoned Main Street Center (MSC) with a future land use designation of City Neighborhood, per the City of Fayetteville GIS maps. The zoning is expected to remain unchanged, as apartments are permitted under existing regulations. The property is located less than 1 mile from University of Arkansas's campus in Fayetteville's downtown core, a mixed-use, pedestrian-friendly area with multimodal connectivity.

The site consists of multiple lots with two land uses:

- A surface parking lot with vehicular access on Dickson Street and Block Avenue
- A jewelry store with vehicular access on Dickson Street and Church Avenue

Two of the four existing driveways do not meet the City's spacing standards, as they are located within 100 feet of adjacent signalized intersections. Additionally, the sidewalks adjacent to the site do not meet the 6-foot minimum required under Fayetteville's Street Design Standards, with:

- 5-foot sidewalks along Dickson Street
- 4-foot sidewalks along Church Avenue

The site has direct access to Fayetteville's multimodal transportation network, offering connectivity for pedestrians, cyclists, and transit users. However, existing infrastructure does not fully meet city standards, particularly in sidewalk width and driveway spacing, which may affect pedestrian accessibility and safety.

- Multimodal Infrastructure:
 - Sidewalks: Present along Dickson St, Block Ave, and Church Ave, but substandard widths
 - Bicycle Facilities: Marked shared-use lanes along Block Avenue, East Avenue and Spring Street (matching City of Fayetteville Active Transportation Plan map)
- Transit Access:
 - Bus Stop on Highland Avenue, north of Dickson Street (2-3 min walk)
 - Bus Stop on Dickson Street, east of Locust Avenue (2-3 min walk)
 - Bus Stop on Dickson Street at School Avenue (2-3 min walk)
 - Bus Stop on Dickson Street, west of West Avenue (5 min walk)

Fayetteville's Active Transportation Plan map and bus stops adjacent to the site can be found in **Exhibit 12**.

F. Proposed Site Improvements

The proposed development consists of a 185-unit multifamily residential project with 611 bedrooms, spanning approximately 1.42 acres.

As shown in **Exhibit 4**, the site will be served by a single driveway providing vehicular access to Block Avenue, replacing four existing driveways:

Proposed Driveway Configuration

- Access Type: Right-in, right-out onto Block Avenue
- Lane Configuration: One inbound lane, one outbound lane
- Access Spacing: 105 feet south of Dickson Street, exceeding the 100' spacing criteria

As part of the 151 W Dickson Street development, a portion of the alleyway south of Dickson Street, will be permanently relocated to exit onto Church Avenue. Given the low traffic volumes currently using the alley, analysis confirms that vehicles can be effectively rerouted to adjacent streets without operational impacts or significant modifications to user routes. The proposed intersection geometry, reflecting the alleyway closure, is shown in **Exhibit 4**. Traffic redistribution volumes are provided in the **Appendix**.

The project will enhance pedestrian connectivity in accordance with Fayetteville *Master Street Plan* while maintaining some parking on Block Avenue.

- Dickson Street: The existing substandard sidewalk will be replaced with a new 8-foot-wide sidewalk accompanied by a 5-foot landscaped buffer zone, improving pedestrian comfort and separation from traffic.
- Church Avenue: A new 6-foot-wide sidewalk will be installed with a 4-foot buffer zone.
- Block Avenue: The project includes an 8-foot-wide sidewalk with a 12-foot buffer zone, which accommodates two 8-foot-wide parking spaces, preserving some on-street parking while a comfortable pedestrian path to and from downtown.

The site is adjacent to existing shared-use lanes on Spring Street and Block Avenue and will connect to future shared-use lanes on Dickson Street, as outlined in Fayetteville's Active Transportation Plan, ensuring multimodal connectivity. On-site bicycle infrastructure includes 61 bicycle racks, with most located in secured bicycle storage rooms, along with 61 designated scooter parking spaces, further supporting alternative transportation options and reducing reliance on personal vehicles.

G. Existing Traffic Volumes

To assess existing traffic conditions, traffic count data was collected in accordance with City of Fayetteville *Minimum Street Standards* and the scoping meeting with City of Fayetteville staff on February 25, 2025. A combination of 24-hour counts, and targeted peak-hour counts were conducted at key intersections.

Traffic counts were collected on Thursday, February 27, 2025, while the University of Arkansas was in session with regularly scheduled classes. This ensures the data reflects typical traffic patterns without the influence of holidays or semester breaks.

Since Dickson Street does not exhibit a significant AM peak hour, but rather a distinct midday (lunchtime) peak, a midday peak hour was analyzed instead of an AM peak hour. This trend is confirmed by 24-hour counts and is illustrated in **Figure 1**.

Table 3 summarizes data collection durations and the identified midday and PM peak hours at each study intersection.

Table 3 – Data Collection Summary

Intersection	Data Collection Duration	Midday Peak Hour Analyzed	PM Peak Hour Analyzed
Dickson Street & College Avenue	11:00AM - 1:00PM, 4:00PM - 6:00PM	12:00PM - 1:00 PM	4:30PM - 5:30PM (Overall Peak Hour)
Dickson Street & Block Avenue	12:00AM - 12:00AM (24-Hour Count)	11:45AM - 12:45PM	4:15PM - 5:15PM (Overall Peak Hour)
Dickson Street & St Charles Avenue	12:00AM - 12:00AM (24-Hour Count)	11:45AM - 12:45PM	4:15PM - 5:15PM (Overall Peak Hour)
Dickson Street & Alleyway	11:00AM - 1:00PM, 4:00PM - 6:00PM	11:45AM - 12:45PM	4:15PM - 5:15PM (Overall Peak Hour)
Dickson Street & Church Avenue	12:00AM - 12:00AM (24-Hour Count)	11:45AM - 12:45PM	4:15PM - 5:15PM (Overall Peak Hour)
Spring Street & Church Avenue	9:00AM - 2:00PM, 4:00PM - 7:00PM	11:45AM - 12:45PM	4:00PM - 5:00PM (Overall Peak Hour)
Spring Street & Alleyway	11:00AM - 1:00PM, 4:00PM - 6:00PM	11:45AM - 12:45PM	4:00PM - 5:00PM (Overall Peak Hour)
Spring Street & Block Avenue	9:00AM - 2:00PM, 4:00PM - 7:00PM	1:00PM - 2:00PM	4:15PM - 5:15PM (Overall Peak Hour)
Meadow Street & Block Avenue	9:00AM - 2:00PM, 4:00PM - 7:00PM	1:00PM - 2:00PM	4:30PM - 5:30PM (Overall Peak Hour)

To validate peak traffic conditions, rolling hourly traffic volumes were analyzed across key roadway links. This approach identifies the highest continuous one-hour traffic period within the dataset, ensuring that the study accurately reflects true peak demand and congestion patterns.

Figure 1 – Rolling Hourly Traffic Volumes

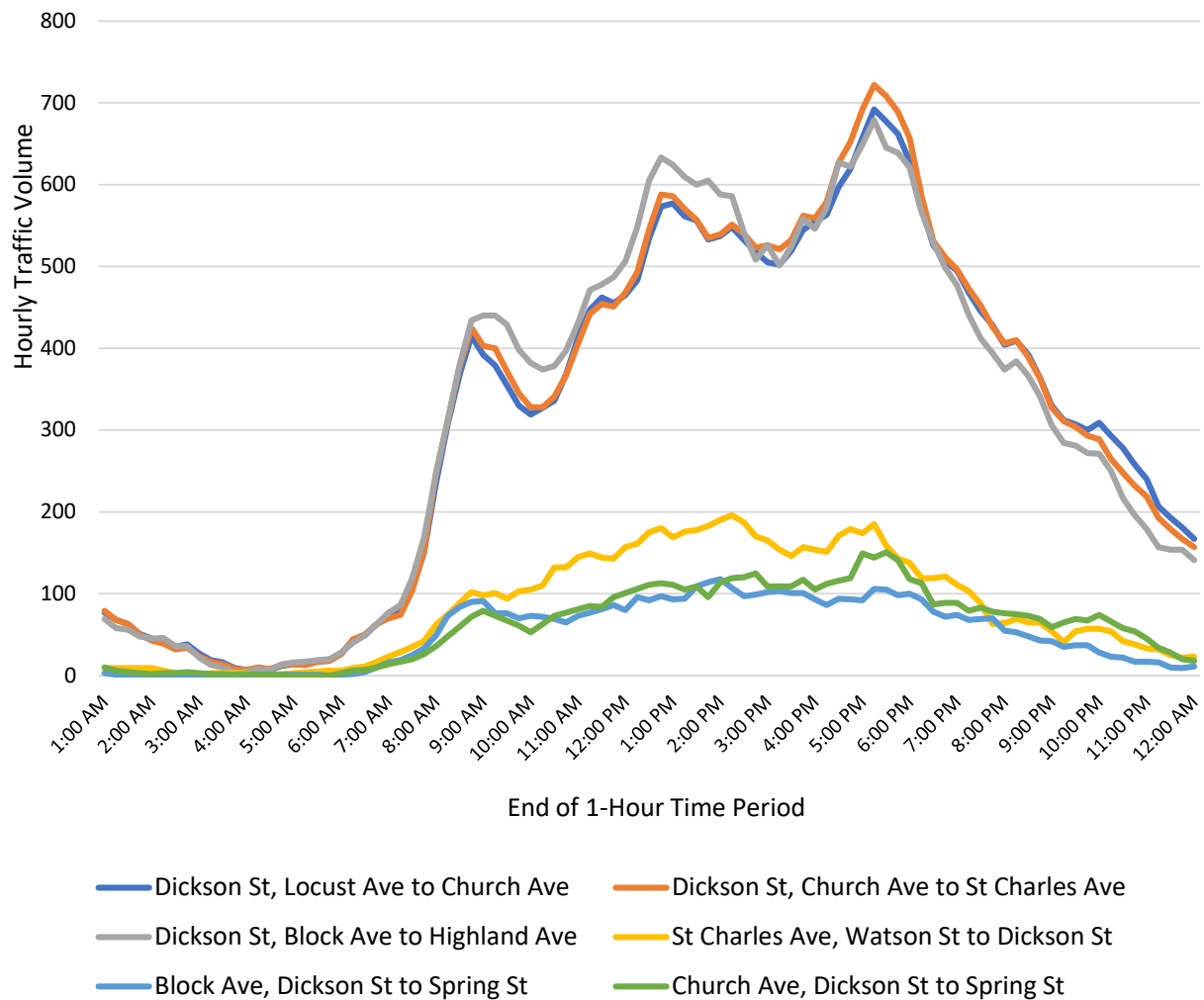




EXHIBIT 1

Vicinity Map
151 W Dickson Street - Fayetteville, Arkansas
Kimley»Horn

LEGEND:
● = Study Intersections

North
↑
Not To Scale

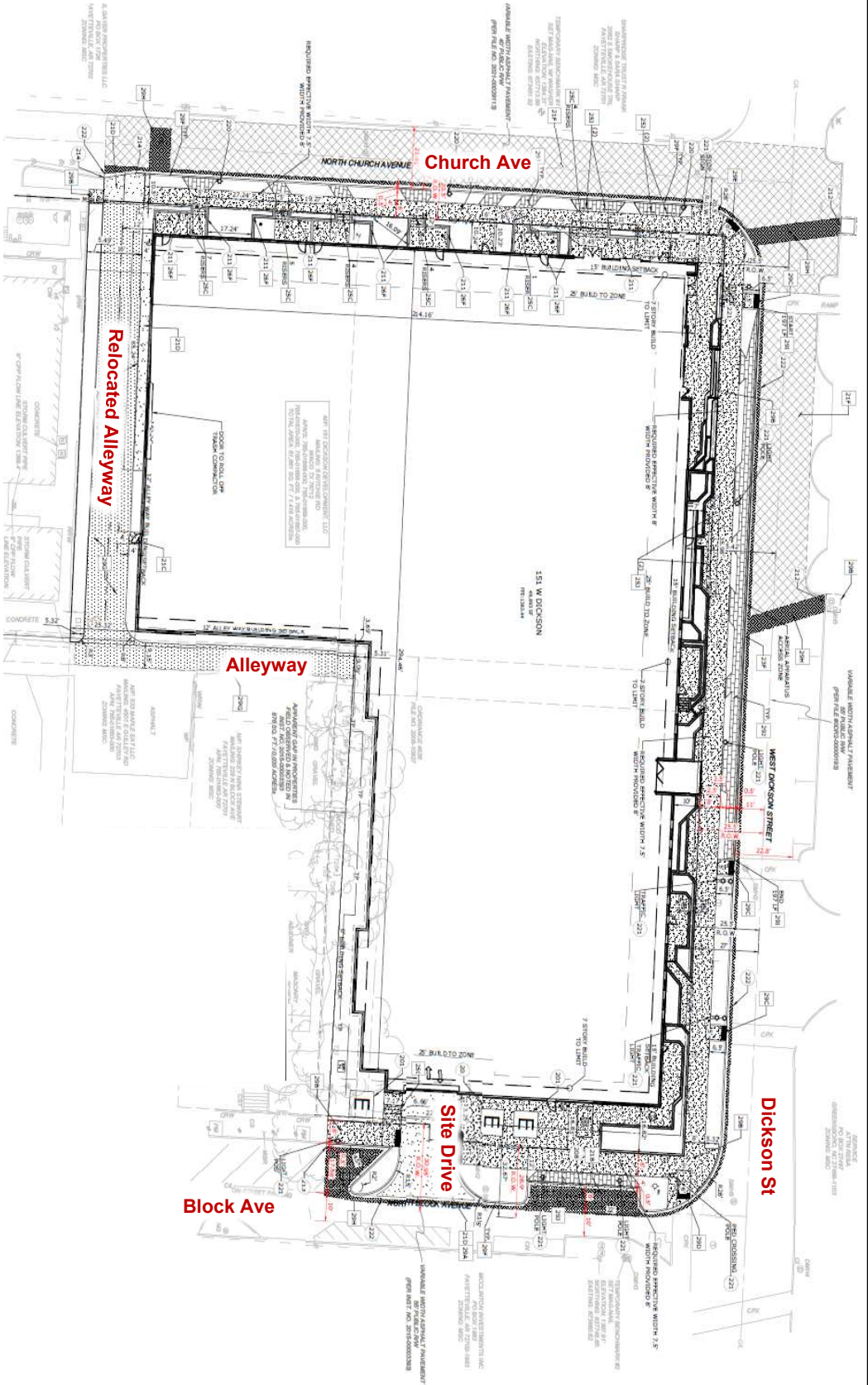


EXHIBIT 2
Conceptual Site Plan
151 W Dickson Street - Fayetteville, Arkansas
Kimley»Horn

North
↑
NOT TO SCALE

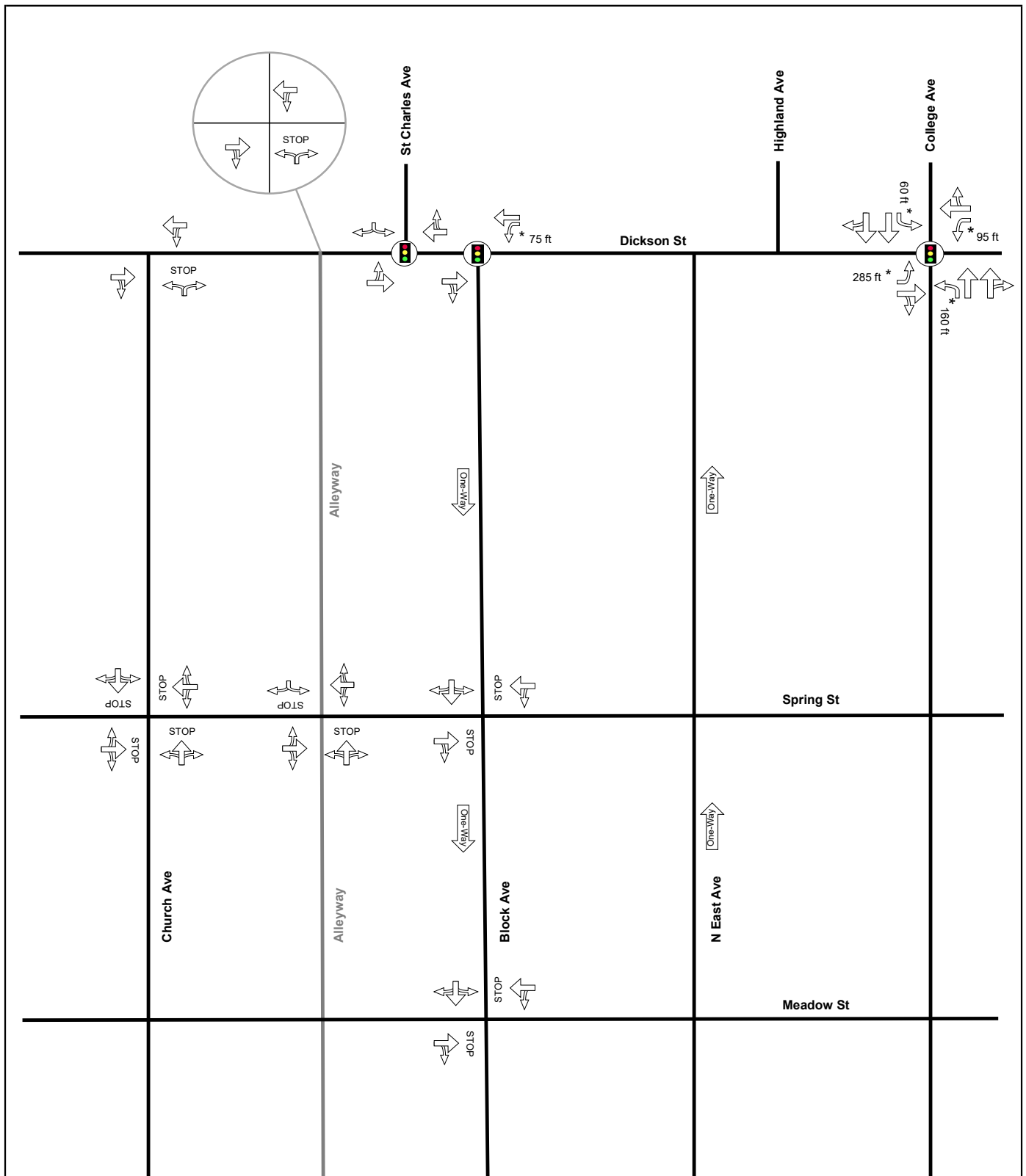


EXHIBIT 3

Existing Lane Assignment and Intersection Control
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:	
	= Signalized Intersection
STOP	= Stop-Controlled Approach
	= Travel Lane
	= Turn Bay
	= Driveway Lanes or Off-Site Improvements
TWLT	= Two-Way Left Turn Lane

North
↑
Not To Scale

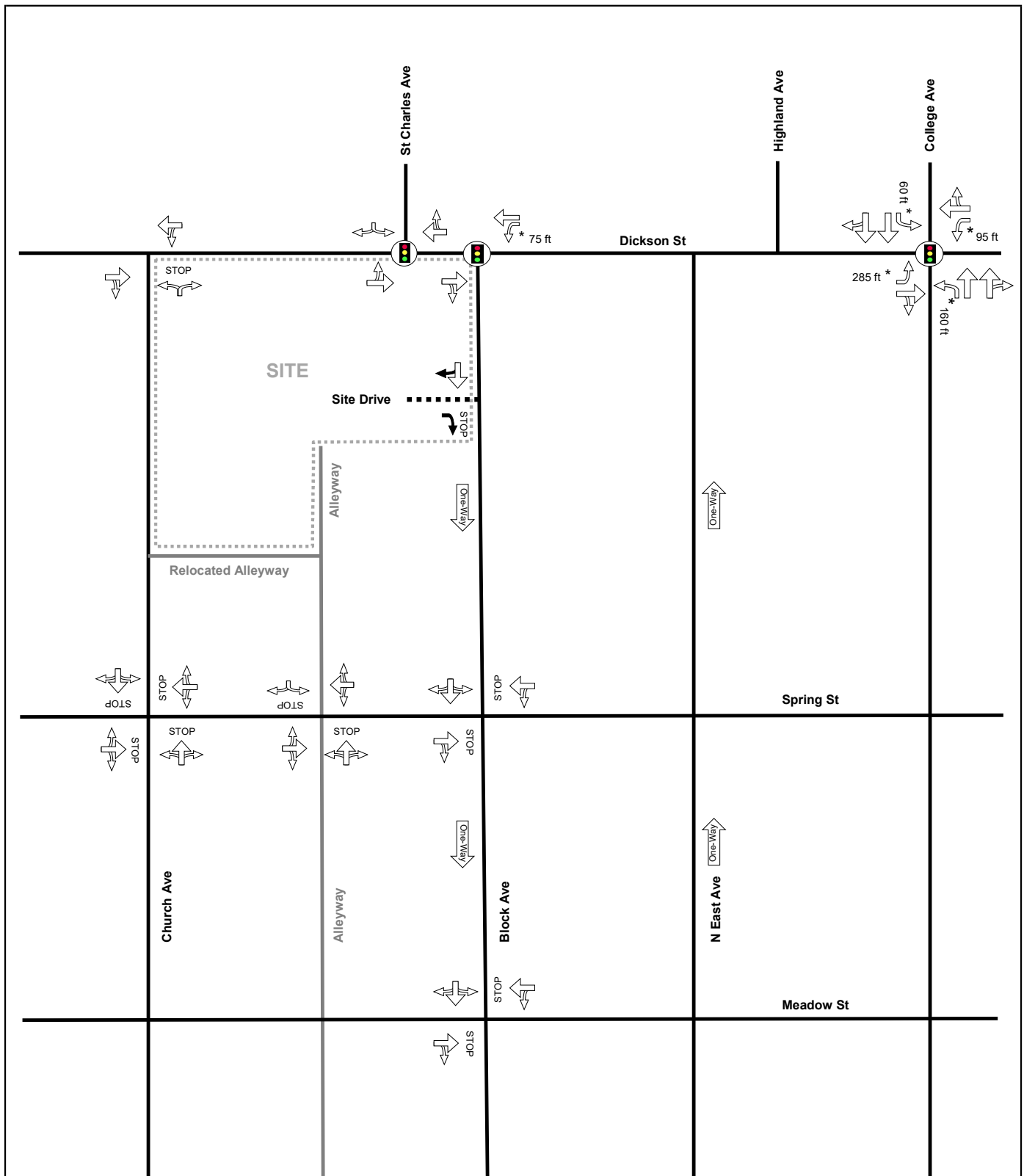


EXHIBIT 4

Proposed Lane Assignment and Intersection Control
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:			
	= Signalized Intersection	*	= Turn Bay
STOP	= Stop-Controlled Approach		= Driveway Lanes or Off-Site Improvements
	= Travel Lane	TWLT	= Two-Way Left Turn Lane

North
↑
Not To Scale

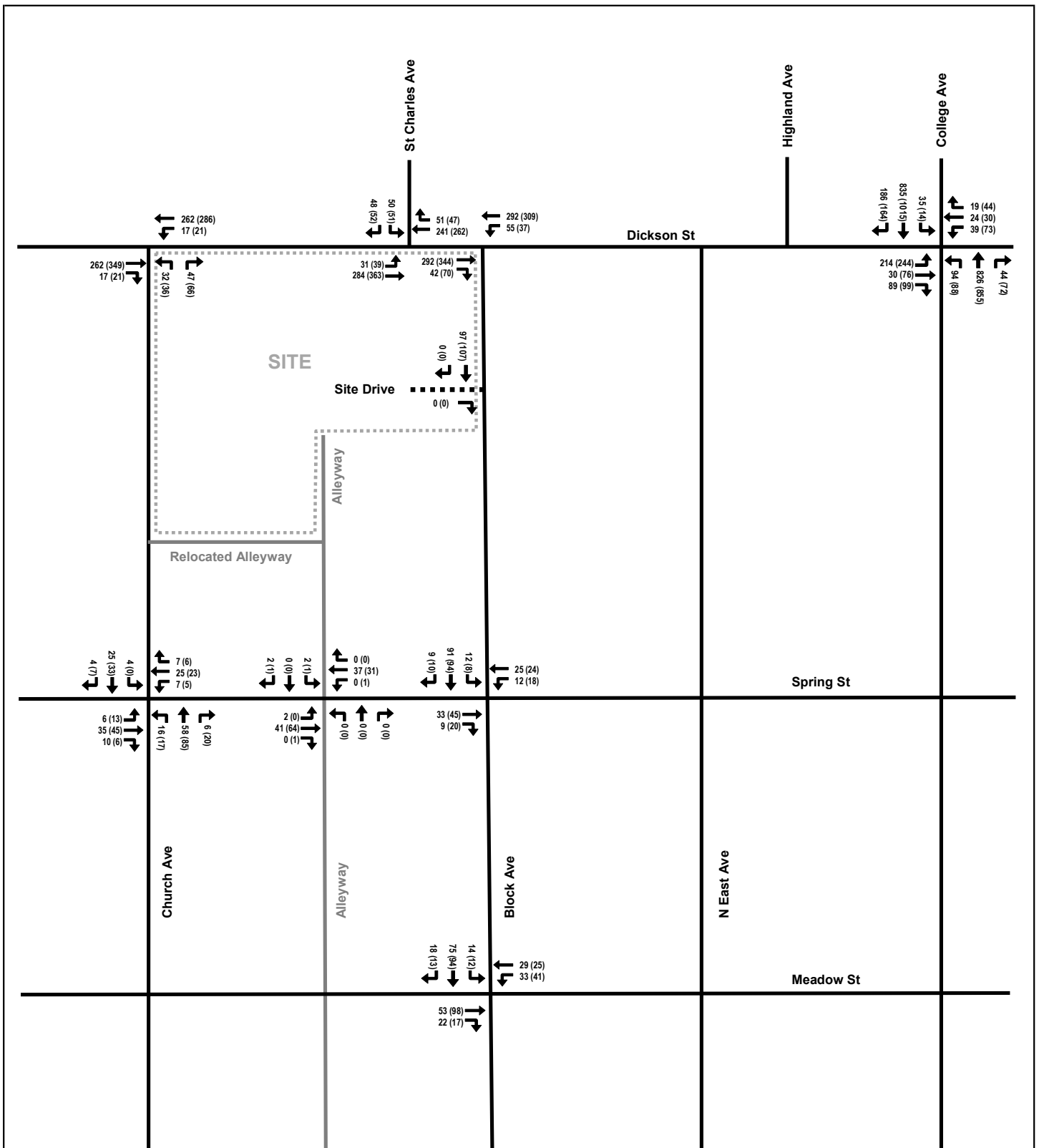


EXHIBIT 5

2025 Existing Traffic

151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:

X (Y)

X = Weekday Midday Peak Hour Turning Movements

Y = Weekday PM Peak Hour Turning Movements

Volumes may not sum from point to point due to rounding and presence of smaller driveways not included in analysis.

North
↑
Not To Scale

II. PROJECT TRAFFIC CHARACTERISTICS

A. Site Generated Traffic

Trip generation estimates for the proposed development were calculated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*, which provides standardized trip rates based on nationwide studies of similar land uses. The proposed development consists of 611 bedrooms in an off-campus student apartment (mid-rise) setting, classified under ITE Land Use Code 226. The trip generation methodology and land use classification were confirmed with City of Fayetteville staff during the February 25th, 2025, scoping meeting to confirm alignment with the City of Fayetteville *Minimum Street Standards* (MSS).

ITE trip rates were applied to estimate the number of vehicle trips generated during a 24-hour period and during the midday and PM peak hours. Each vehicle trip represents a one-way trip (either entering or exiting the site), meaning that a vehicle entering and later exiting is counted as two trip ends.

No reductions were applied for pass-by trips, internal capture, or multimodal use, and trips associated with the existing parking lot and retail site (jewelry store) were not subtracted, ensuring a conservative estimate of new external traffic generated by the development.

The peak hours for site-generated traffic were selected based on ITE trip generation rates and observed adjacent street volumes.

- Midday Peak Hour: The study applies the AM peak hour of the generator rather than the adjacent street's peak hour, in accordance with ITE Land Use Code 226 methodology. This approach more accurately represents the peak travel demand for off-campus student apartments, reflecting when students generate the most trips—primarily heading to campus. Additionally, the resulting entering and exiting volumes align with the hourly distribution patterns of the adjacent street's midday peak (11:45 AM – 12:45 PM), ensuring consistency with observed traffic conditions on Dickson Street. This is illustrated within **Figure 2**.
- PM Peak Hour: The standard adjacent street peak hour methodology was followed in accordance with ITE guidance, as the adjacent street peak hour occurred between 4PM and 6PM.

Table 4 presents the daily trip generation and the analyzed peak-hour trip generation for the development.

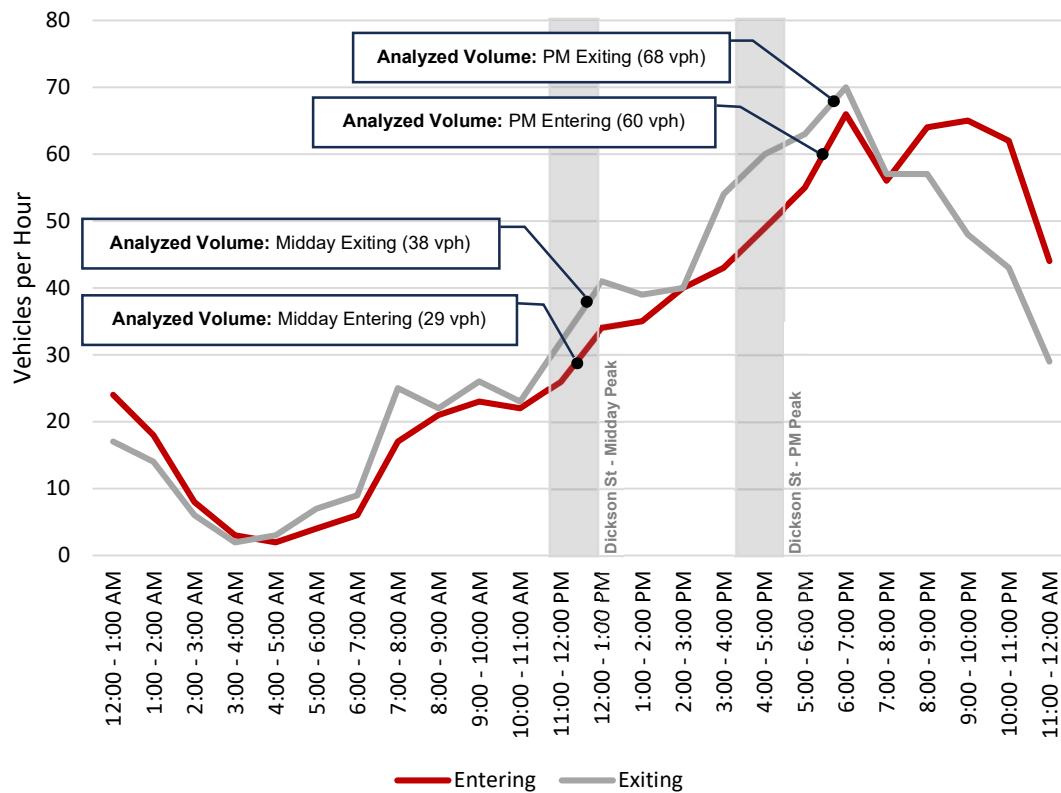
Table 4 –Trip Generation

Land Uses	Amount	Units	ITE Code	Daily One-Way Trips	Midday Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Off-Campus Apartment (Mid-Rise)	611	Bedrooms	226	1,570	29	38	67	60	68	128

To better understand site-generated traffic patterns, hourly trip distribution was analyzed using ITE's hourly percentage breakdown for Land Use Code 226.

Figure 2 illustrates the hourly distribution of daily entering and exiting trips, based on national ITE data. The ITE hourly percentage breakdown was multiplied by the site's estimated daily trips (1,570) to estimate the hourly entering and exiting volumes at the site.

Figure 2 – Hourly Distribution of Entering and Exiting Vehicle Trips



B. Trip Distribution and Assignment

The distribution of site-generated traffic volumes was determined based on a combination of best traffic engineering practices, City of Fayetteville *Minimum Street Standards* (MSS), and the unique characteristics of the development and surrounding street network.

Unlike a purely existing conditions-based approach, the distribution was heavily weighted toward the University of Arkansas, reflecting the dominant trip purpose for student residents. This methodology ensures a realistic assignment of traffic flow that better captures travel demand patterns.

Key factors considered in the distribution process include:

- Proximity to major trip generators, particularly the University of Arkansas
- Area street system characteristics and functional classifications
- Existing traffic patterns, including major routes used during peak periods
- Relative land use density and activity hubs within the downtown core
- Locations of the proposed driveway access and how traffic naturally disperses

The site-generated trips were distributed onto the roadway network using the most probable travel paths based on these considerations.

- Inbound and outbound trip distribution was reviewed and approved by City of Fayetteville staff on March 11th, 2025. The reviewed trip distribution is shown in **Table 5**.
- The corresponding directional distributions for each turning movement at study intersections are illustrated in **Exhibit 6**.
- Weekday midday and PM peak hour turning movements, after applying the new external trip generation and assignment percentages, are provided in **Exhibit 7**.
- Inbound routes are illustrated in **Exhibit A1**, while outbound routes are illustrated in **Exhibit A2**.

Table 5 – Approved Trip Distribution

Direction	Route	Percentage
Inbound	Dickson St (West)	35%
	College Ave (North)	20%
	Church Ave (South)	15%
	St Charles Ave (North)	15%
	College Ave (South)	15%
Outbound	Dickson St (West)	30%
	Spring St (West)	20%
	College Ave (North)	20%
	Block Ave (South)	15%
	Meadow Ave (West)	10%
	Meadow Ave (East)	5%

C. Development of 2029 Background Traffic

The year 2029 was selected for analysis as it represents one year after the completion of the proposed development, ensuring that traffic conditions are evaluated under full occupancy. To project background traffic conditions, historical trends from the Arkansas Department of Transportation (ARDOT) Average Daily Traffic (ADT) data were analyzed. The data indicates that traffic volumes in the vicinity of the site have exhibited negative or minimal growth in recent years.

To apply a conservative approach in forecasting future traffic demand, a 3% annual background growth rate was selected for the 2029 study year. This assumed rate exceeds the observed historical growth trends, which have been largely negative or stagnant, as shown in **Table 6**. Applying this approach ensures that the analysis accounts for potential fluctuations in traffic conditions.

Exhibit 8 illustrates the projected traffic volumes utilized in the SYNCHRO analysis, which are calculated by compounding a 3% growth rate annually over four years.

Dickson Street (Between N College Ave and N Washington Ave)

Traffic volume trends for this segment of Dickson Street show an overall decline in ADT between 2015 and 2023, with an average annual growth rate of -4.3%. The data suggests fluctuating traffic volumes, with a significant drop in 2020, likely due to external factors such as the COVID-19 pandemic, followed by a moderate recovery.

Dickson Street (Between N Arkansas Ave and N University Ave)

This section of Dickson Street has also exhibited negative overall traffic growth (-5.6% annually), with notable fluctuations in volume, including a steep drop in 2020 and a temporary rebound in 2021. Despite occasional growth spikes, the long-term trend suggests declining traffic.

Lafayette Street (Between St Charles and Thompson)

Unlike Dickson Street, Lafayette Street has maintained a more stable volume trend, with an overall average growth rate of -0.8% from 2015 to 2023. While there were some fluctuations, including a sharp decrease in 2020 and subsequent recovery, the volumes have generally remained within a consistent range.

Table 6 - Historical Link Volumes & Growth Rates

Dickson St Between N College Ave and N Washington Ave				
Record	Year	Source	24-Hour Volume	Annual Growth Rate
1	2015	ARDOT	2,500	-
2	2016	ARDOT	2,600	4.0%
3	2017	ARDOT	2,400	-7.7%
4	2018	ARDOT	2,500	4.2%
5	2019	ARDOT	2,300	-8.0%
6	2020	ARDOT	1,800	-21.7%
7	2021	ARDOT	1,900	5.6%
8	2022	ARDOT	1,900	0.0%
9	2023	ARDOT	2,000	-4.4%
ARDOT ID: 720340				Average Growth 2015 - 2023: -4.3%

Dickson St Between N Arkansas Ave and N University Ave				
Record	Year	Source	24-Hour Volume	Annual Growth Rate
1	2015	ARDOT	9,000	-
2	2016	ARDOT	9,300	3.3%
3	2017	ARDOT	9,200	-1.1%
4	2018	ARDOT	8,200	-10.9%
5	2019	ARDOT	8,300	1.2%
6	2020	ARDOT	6,000	-27.7%
7	2021	ARDOT	7,600	26.7%
8	2022	ARDOT	7,700	1.3%
9	2023	ARDOT	5,200	-11.0%
ARDOT ID: 720418				Average Growth 2015 - 2023: -5.6%

Lafayette St Between St Charles & Thompson				
Record	Year	Source	24-Hour Volume	Annual Growth Rate
1	2015	ARDOT	4,600	-
2	2016	ARDOT	4,300	-6.5%
3	2017	ARDOT	4,900	14.0%
4	2018	ARDOT	4,300	-12.2%
5	2019	ARDOT	4,500	4.7%
6	2020	ARDOT	3,500	-22.2%
7	2021	ARDOT	4,400	25.7%
8	2022	ARDOT	4,200	-4.5%
9	2023	ARDOT	4,600	0.6%
ARDOT ID: 720418				Average Growth 2015 - 2023: -0.8%

Average Growth Rate:	-3.6%
Assumed Growth Rate:	3.0%

D. Development of 2029 Buildout Traffic

The buildout year (2029) total traffic volumes were developed by combining the projected 2029 background traffic volumes with the site-generated traffic associated with the proposed 151 W Dickson Street development. The methodology for determining these volumes ensures consistency with MSS transportation modeling requirements and provides a realistic assessment of future traffic conditions.

The proposed development is expected to generate:

- 67 new weekday midday peak hour one-way vehicle trips
- 128 new weekday PM peak hour one-way vehicle trips

These trips were assigned to the roadway network based on existing traffic distribution patterns, access constraints, and key regional trip attractors, such as the University of Arkansas, and added to the 2029 background traffic volumes, which were grown using a 3% annual growth rate (**Exhibit 8**).

As part of the site plan, a portion of the alleyway south of Dickson Street will be permanently relocated to Church Avenue, redistributing existing alleyway traffic to adjacent roadways. This reassignment follows standard traffic engineering principles and accounts for existing turning movement counts.

- The proposed intersection geometry, reflecting the site's driveway access and alleyway closure, is shown in **Exhibit 4**.
- A detailed traffic redistribution exhibit, illustrating the reassignment of alleyway trips onto alternative routes, is provided in the **Appendix**.

The 2029 buildout traffic volumes analyzed in this study are shown in **Exhibit 9**.

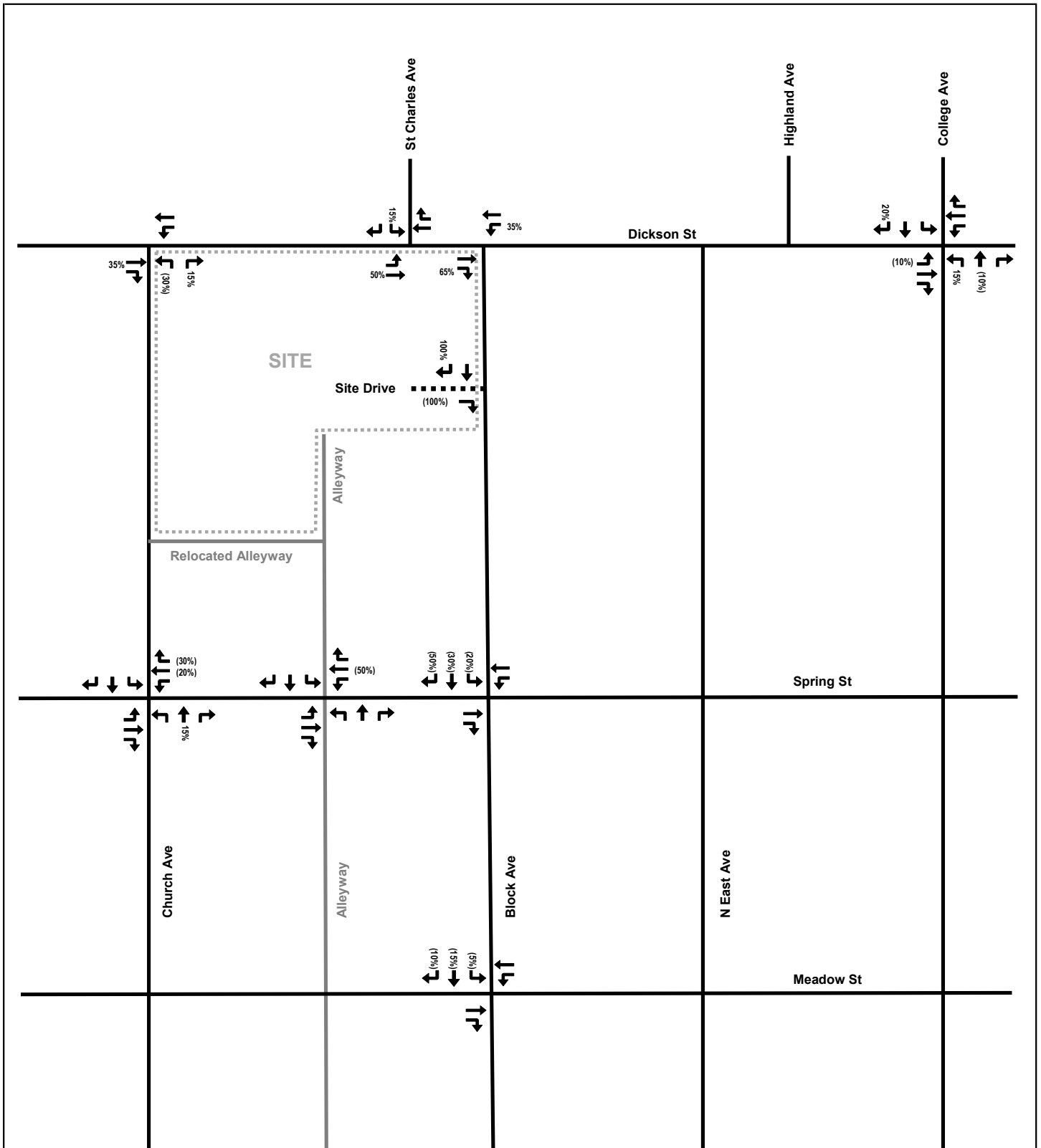


EXHIBIT 6

Trip Distribution & Assignment
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:

X% (Y%)

X% = Percentage of Inbound Site-Generated Traffic

(Y%) = Percentage of Outbound Site-Generated Traffic

North
↑
Not To Scale

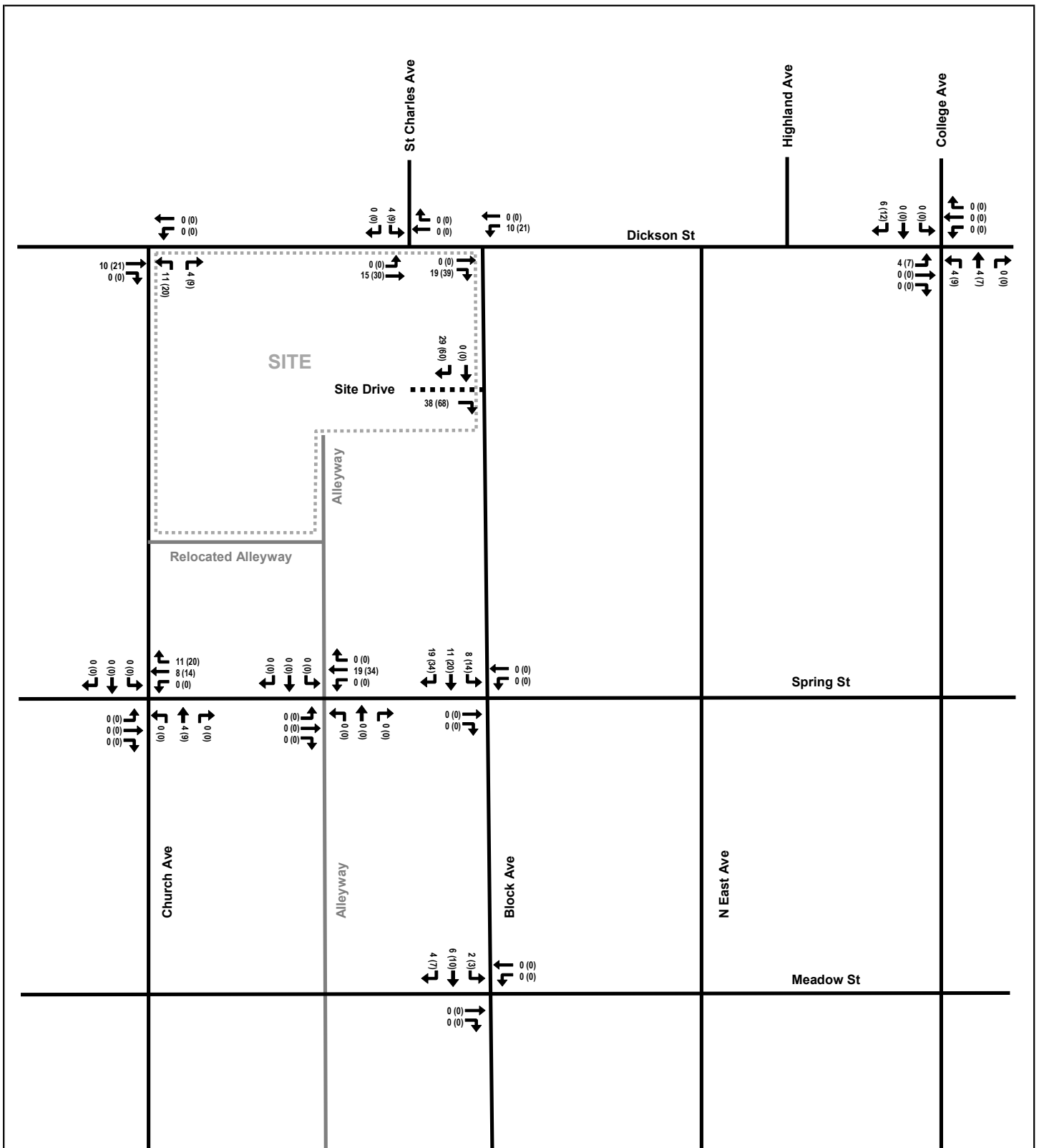


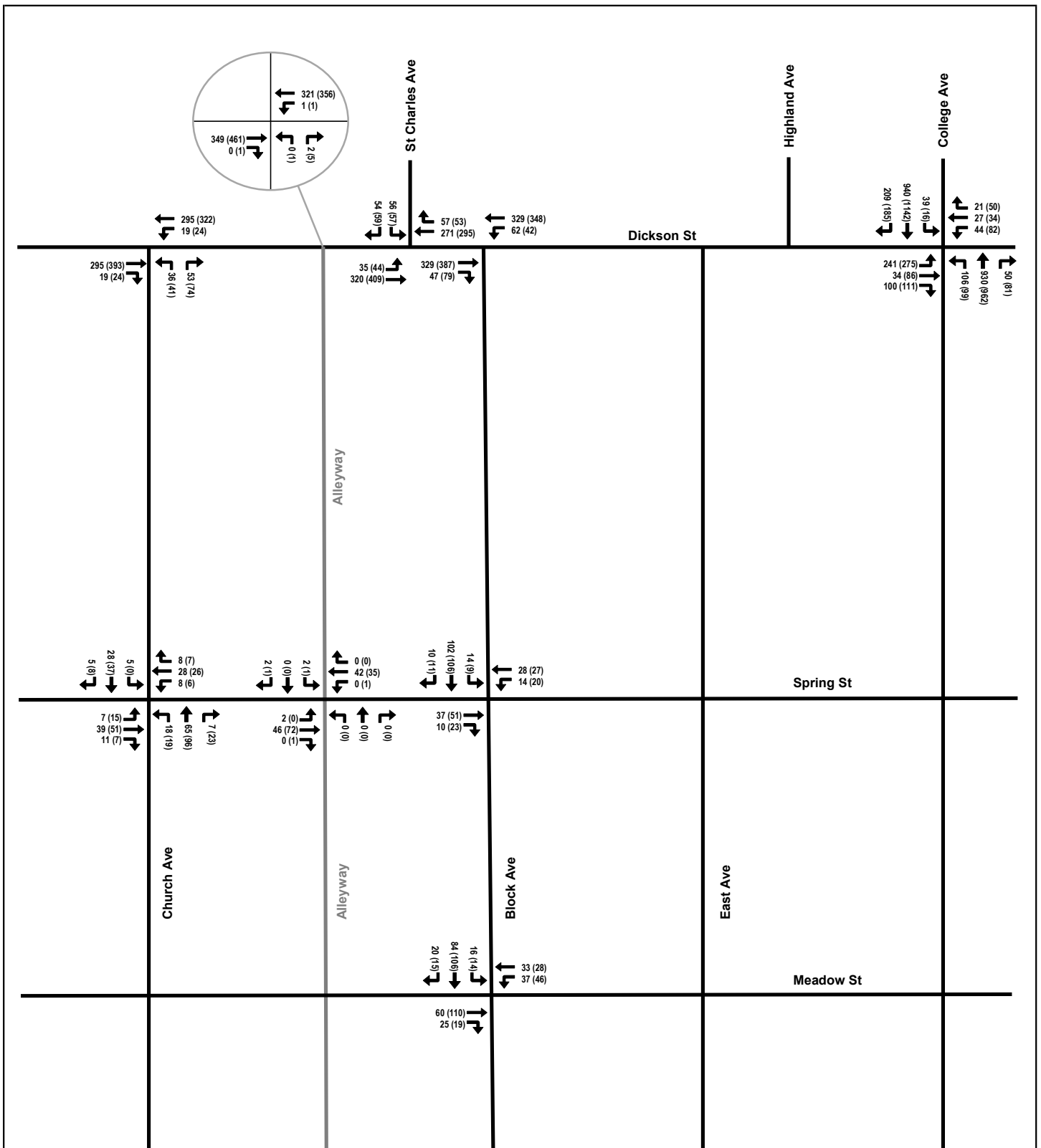
EXHIBIT 7

Site-Generated Traffic Volumes
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:
X (Y)
X = Weekday Midday Peak Hour Turning Movements
Y = Weekday PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding and presence of smaller driveways not included in analysis.

North
↑
Not To Scale



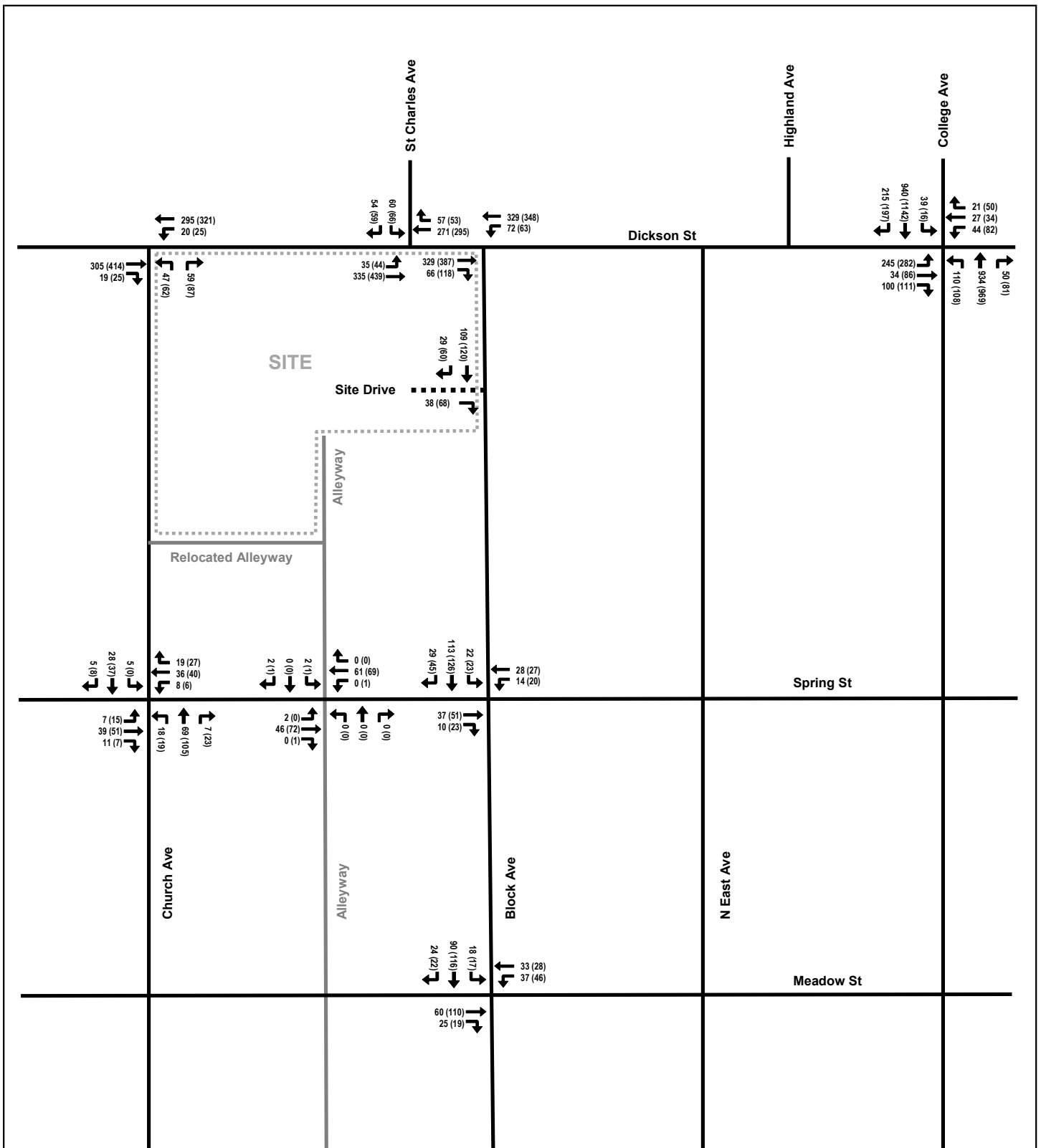


EXHIBIT 9

2029 Background Plus Site-Generated Traffic Volumes
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:
X (Y)
X = Weekday Midday Peak Hour Turning Movements
Y = Weekday PM Peak Hour Turning Movements
Volumes may not sum from point to point due to rounding
and presence of smaller driveways not included in analysis.

North
↑
Not To Scale

III. TRAFFIC OPERATIONS ANALYSIS

Kimley-Horn conducted a traffic operations analysis to determine potential capacity deficiencies in the 2025 and 2029 study years at the study intersections. The acknowledged source for determining overall capacity is the current edition of the *Highway Capacity Manual*.

A. Analysis Methodology

Traffic operations were analyzed at the study intersections for Midday and PM peak hours for the following scenarios:

- 2025 Existing Traffic
- 2029 Background Traffic (Existing traffic grown at 3% annually)
- 2029 Buildout Traffic (Background traffic plus site-generated traffic, including rerouted alleyway volumes)

For standard signalized and unsignalized intersections, operational performance was assessed using HCM methodologies through Synchro-generated Intersection Capacity Analysis and Level of Service (LOS) reports. However, for the intersection of Dickson Street and Block Avenue / St Charles Avenue, Synchro's Intersection reports were used in place of the *HCM 7th Edition* methodology, as HCM does not support clustered intersections.

Level of Service (LOS) is a qualitative measure used to describe traffic conditions based on average vehicle delay (measured in seconds per vehicle). LOS is categorized from A (free-flow traffic) to F (high congestion and long delays). **Table 7** provides the definitions for both signalized and unsignalized intersections, as per the Highway Capacity Manual.

The Fayetteville *Minimum Street Standards* consider **LOS D or better** to represent stable operations and an acceptable level of service. As a result, mitigation is not required for the proposed development at intersections that continue to operate at LOS D or better under buildout conditions.

Table 7 – Level of Service Definitions

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

Definitions provided from the Highway Capacity Manual, Special Report 209, Transportation Research Board, 2010.

Study area intersections were analyzed based on average total intersection delay for signalized and multi-way stop-controlled intersections. For minor-road-only stop-controlled intersections, LOS is evaluated for each stop-controlled movement and left-turn movements from the major roadway.

Traffic Operation Analysis Assumptions

- The existing and background scenarios assumed intersection lane configurations and traffic control as presented in **Exhibit 3** (Existing Lane Assignment and Intersection Control).
- The buildout scenario (2029) reflects the planned intersection lane configurations and control types shown in **Exhibit 4** (Proposed Lane Assignment and Intersection Control), including site driveway access and modifications related to the alleyway relocation.
- Peak Hour Factors (PHF): Existing PHF values were derived from field data. Future projections assume PHF values remain unchanged for a conservative analysis. While higher traffic volumes typically increase PHF—indicating more evenly distributed flow and lower delays—keeping PHF constant prevents underestimating future congestion.

The methodology ensures compliance with Fayetteville MSS, conservatively estimating anticipated traffic demand and operational impacts following the development's completion.

B. Analysis Results

Table 8 shows the intersection operational results for the weekday Midday and PM peak hours, respectively.

Table 8 – Traffic Operational Results – Weekday Midday and PM Peak Hours

INTERSECTION	APPROACH	2025 Existing Traffic		2029 Background Traffic		2029 Buildout Traffic		2025 Existing Traffic		2029 Background Traffic		2029 Buildout Traffic	
		MIDDAY PEAK HOUR		MIDDAY PEAK HOUR		MIDDAY PEAK HOUR		PM PEAK HOUR		PM PEAK HOUR		PM PEAK HOUR	
		DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS	DELAY (SEC/VEH)	LOS
Signalized Intersection													
Dickson Street & St Charles Avenue	EB	16.5	B	16.3	B	16.3	B	15.9	B	16.7	B	16.6	B
	WB	4.4	A	4.3	A	4.1	A	2.7	A	2.8	A	2.5	A
	SB	7.9	A	9.0	A	9.6	A	9.4	A	9.9	A	10.9	B
	Overall	10.3	B	10.3	B	10.4	B	10.1	B	10.6	B	10.7	B
Dickson Street & Block Avenue	EB	0.2	A	0.3	A	0.3	A	0.3	A	0.4	A	0.4	A
	WB	13.3	B	12.9	B	12.5	B	12.3	B	12.4	B	11.8	B
	Overall	6.9	A	6.7	A	6.5	A	5.8	A	5.8	A	5.5	A
Dickson Street & College Avenue	EB	40.5	D	41.6	D	48.0	D	43.1	D	47.9	D	49.4	D
	WB	47.1	D	48.2	D	52.6	D	47.5	D	48.1	D	48.2	D
	NB	12.3	B	14.0	B	13.2	B	14.0	B	15.6	B	15.6	B
	SB	14.5	B	16.7	B	15.6	B	18.8	B	21.4	C	21.8	C
	Overall	18.3	B	20.1	C	20.3	C	22.2	C	24.7	C	25.1	C
Unsignalized Intersection													
Dickson Street & Church Avenue	WBL	8.1	A	8.2	A	8.2	A	8.5	A	8.6	A	8.7	A
	NB	13.4	B	14.5	B	15.5	C	16.6	C	19.0	C	23.2	C
Dickson Street & Alleyway	WBL	-	-	-	-	-	-	8.4	A	8.5	A	-	-
	NB	10.8	B	11.1	B	-	-	12.7	B	13.2	B	-	-
Spring Street & Church Avenue	EB	7.4	A	7.5	A	7.6	A	7.7	A	7.8	A	7.9	A
	WB	7.4	A	7.5	A	7.5	A	7.5	A	7.6	A	7.7	A
	NB	7.7	A	7.8	A	7.8	A	7.8	A	8.0	A	8.2	A
	SB	7.4	A	7.4	A	7.5	A	7.4	A	7.5	A	7.6	A
	Overall	7.5	A	7.6	A	7.6	A	7.7	A	7.8	A	7.9	A
Spring Street & Alleyway	EBL	7.3	A	7.3	A	7.4	A	-	-	-	-	-	-
	WBL	-	-	-	-	-	-	7.4	A	7.4	A	7.4	A
	SB	8.9	A	9.0	A	9.1	A	8.9	A	9.0	A	9.2	A
Spring Street & Block Avenue	EB	10.4	B	10.6	B	10.9	B	10.4	B	10.6	B	11.3	B
	WB	10.6	B	10.8	B	11.3	B	10.6	B	10.9	B	11.7	B
	SBL	7.3	A	7.4	A	7.4	A	7.3	A	7.3	A	7.3	A
Meadow Street & Block Avenue	EB	11.1	B	11.3	B	11.5	B	12.2	B	12.6	B	12.9	B
	WB	11.6	B	12.0	B	12.2	B	12.6	B	13.3	B	13.6	B
	SBL	7.4	A	7.4	A	7.4	A	7.3	A	7.4	A	7.4	A
Site Drive & Block Avenue	EBR	-	-	-	-	9.1	A	-	-	-	-	9.5	A
1. Signalized LOS Criteria (Delay per Vehicle): A (≤10s), B (10-20s), C (20-35s), D (35-55s), E (55-80s), F (>80s). 2. Unsignalized LOS Criteria (Delay per Vehicle): A (≤10s), B (10-15s), C (15-25s), D (25-35s), E (35-50s), F (>50s). 3. "-" Symbol: Indicates no vehicle movements analyzed for that period. 4. City Standard: Fayetteville considers LOS D or better acceptable. 5. Minor Street Signalized Approaches: Overall LOS determines signalized intersection performance. Side street LOS (e.g., EB/WB at College & Dickson) is often lower because minor approaches receive less green time in long signal cycles and therefore experience longer delays per vehicle.													

The traffic operations analysis evaluates conditions for the 2025 Existing, 2029 Background, and 2029 Buildout Scenarios using Highway Capacity Manual (HCM) methodologies and Synchro™ software. Site impact is assessed by comparing background to buildout conditions, identifying any significant changes in delay (seconds per vehicle) and Level of Service (LOS).

According to the City of Fayetteville *Minimum Street Standards* (MSS) Section 3.5.1 – Significant Negative Impacts, a project is considered to have a significant traffic impact if it meets any of the following conditions:

- For signalized intersections:
 - When the added project traffic causes an intersection to drop below the minimum acceptable LOS standard (LOS D or better); or
 - If the intersection already operates at LOS E or F under background conditions, the project traffic increases overall intersection delay by more than 2%.
- For unsignalized intersections:
 - When backstacking to adjacent intersections would create impeded traffic flows and/or excessive congestion; or
 - When added project traffic is determined to create potential safety problems.

C. 2025 Existing Traffic Operations

Under existing conditions (2025), all intersections and approaches operate at LOS D or better, indicating that the roadway network effectively accommodates current traffic volumes.

The highest delays occur at Dickson Street & College Avenue, where overall LOS remains acceptable (LOS B or C overall, with EB/WB approaches operating at LOS D). This is typical for urban corridors with high pedestrian activity and side street demand. The analyzed traffic volume data is provided in **Exhibit 5** for reference.

D. 2029 Background Traffic Operations

The 2029 background scenario incorporates a 3% annual growth rate applied to existing traffic volumes. Despite this growth, all study intersections continue to function within acceptable LOS limits.

- The highest delays occur at Dickson Street & College Avenue, where EB/WB approaches remain at LOS D, consistent with existing conditions.
- All other intersections and movements maintain LOS A, B, or C, demonstrating stable operations.
- No intersections experience significant increases in delay.

The analyzed traffic volumes for the 2029 background traffic operations are provided in **Exhibit 8**.

E. 2029 Buildout Traffic Operations

In the 2029 buildout scenario, site-generated trips and alleyway traffic redistribution are added to the background traffic. The analyzed traffic volumes for the 2029 buildout traffic operations can be found in **Exhibit 9** for reference.

The impact assessment reveals no major changes in intersection performance, with all study intersections and approaches remaining at LOS D or better.

The only change in LOS occurs at northbound Church Avenue at Dickson Street during the midday peak hour, where delay increases from 14.5 seconds to 15.5 seconds, causing LOS to shift from B to C. This 1-second delay increase is negligible and imperceptible to most drivers. The intersection remains within acceptable limits per City of Fayetteville requirements.

At this same location during the PM peak hour, an increase of approximately 4.2 seconds in average delay is observed, but the intersection still operates at an acceptable LOS C.

Summary of Key Findings

- No intersections experience LOS degradation to E or F, and no significant delays occur at any study approach.
- The site-generated traffic does not create operational issues or significantly increase queue lengths at any unsignalized approaches, and all intersections continue to operate effectively.
- The site driveway provides efficient access with minimal delay, operating at LOS A during both the midday and PM peak hours.
- No mitigation measures are required, as the existing roadway network can accommodate the development without significant impacts on traffic flow.

The 151 W Dickson Street development can be successfully integrated into the surrounding transportation system while maintaining acceptable traffic conditions under 2029 buildout conditions.

F. Deceleration Lane Analysis

Right-turn deceleration lanes can improve traffic operations by separating turning vehicles from through traffic, reducing potential conflicts, and enhancing overall flow efficiency. The City of Fayetteville *Minimum Street Standards* (MSS) references *National Cooperative Highway Research Program* (NCHRP) methodology to determine when right-turn lanes are warranted, based on approach volumes and speed thresholds.

Table 9 evaluates the driveway location with right-turn access to the site, comparing approach volumes against NCHRP thresholds for deceleration lane justification. The highest inbound volume occurs during the PM peak hour in this analysis.

Based on the findings, a right-turn deceleration lane is not recommended for the site driveway, as traffic volumes do not meet the criteria necessary to justify a right-turn lane. The existing roadway configuration is sufficient to accommodate projected traffic demand without negatively impacting southbound through vehicles on Block Avenue.

Table 9 - Right-Turn Lane Analysis

Right-Turn Location	Projected Maximum Peak Hour Approach Volume	Projected Maximum Peak Hour Right-Turn Volume	NCHRP 457 Right-Turn Volume Threshold	Right-Turn Lane Recommended?
Site Driveway from Block Ave	180 vph	60 vph	200+ vph (Analysis in Appendix)	No

G. Access Spacing

The City of Fayetteville *Unified Development Code* (UDC) and *Minimum Street Standards* (MSS) establish driveway spacing requirements to limit access points and promote safe and efficient traffic flow. Block Avenue is classified as an Urban Center Link, which has no minimum spacing requirement, but is analyzed as a Neighborhood Link based on its function, requiring a minimum 100-foot driveway spacing from intersections or other driveways.

As shown in **Figure 3** and **Table 10**, the proposed driveway meets City standards, ensuring safe and efficient access.

Table 10 - Driveway Spacing

Main Roadway	Intersecting Roadways	Minimum Curb Cut Spacing Per Fayetteville UDC 166.08	Spacing Length
Block Ave	Dickson St to Site Driveway	100 feet	105 feet
Block Ave	Site Driveway to Zweig Group Driveway	100 feet	~120 feet

Where possible, access should be taken from lower-classification streets, and driveways on higher-classification streets should be shared to minimize conflicts. The site achieves this by accessing Block Avenue instead of Dickson Street.

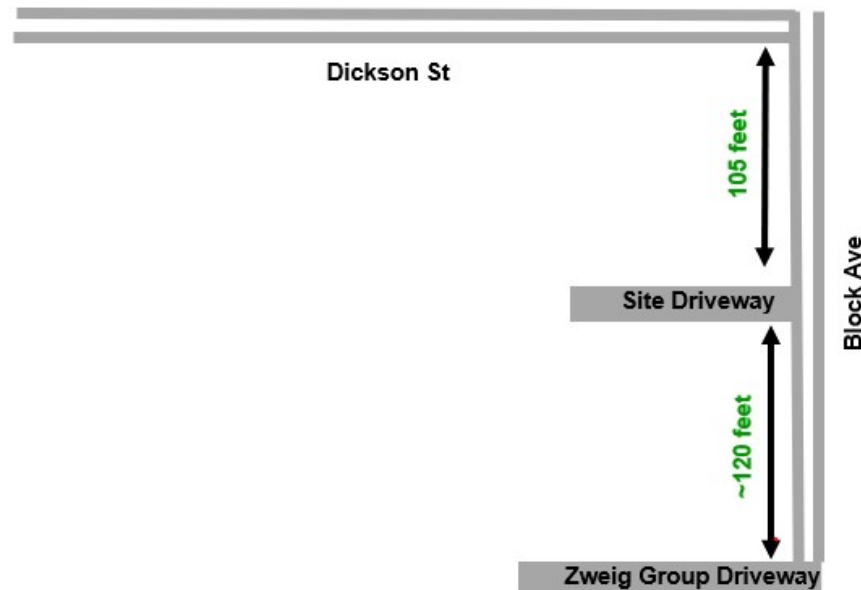


Figure 3 - Driveway Spacing Diagram

H. Pedestrian and Bicycle Evaluation

The 151 W Dickson Street development is expected to generate high pedestrian and multimodal demand due to its proximity to the University of Arkansas. The project enhances pedestrian infrastructure adjacent to the site, improving safety, connectivity, and accessibility.

Key pedestrian improvements include:

- Dickson Street: The existing substandard sidewalk will be replaced with an 8-foot-wide sidewalk and a 5-foot landscaped buffer zone, improving pedestrian comfort and separation from traffic.
- Church Avenue: A 6-foot-wide sidewalk with a 4-foot buffer zone will be installed.
- Block Avenue: The project includes an 8-foot-wide sidewalk with a 12-foot buffer zone, allowing for on-street parking while providing a comfortable pedestrian facility.

The project reduces pedestrian-vehicle conflicts by eliminating the alleyway and two (2) existing driveways along Dickson Street, which currently serve the site's existing parking lots. This removal enhances pedestrian safety by reducing points of vehicular crossings and improves Dickson Street's urban streetscape.

Exhibit 10 highlights existing pedestrian crossing patterns, showing that most east-west crossings on Dickson Street occur at Church Avenue on the south side, while the highest north-south crossings are at the signalized intersection at St. Charles Avenue.

Additional existing pedestrian safety measures include:

- Well-marked crosswalks adjacent to the site, improving pedestrian crossing along Dickson Street.
- Bulb-outs at Dickson Street & Block Avenue and that at Dickson Street & Church Avenue, shortening crossing distances and improving visibility.

The site is 0.9 miles from the University of Arkansas Union, approximately a 20-25 minute walk, as shown in **Exhibit 11**, which details pedestrian access and estimated walk times.

Given the low-speed (20 MPH) environment along Dickson Street, the development also provides a comfortable and manageable biking distance to the University. A shared on-street bicycle facility is proposed along Dickson Street within the City's Active Transportation Plan, supporting bicycle access to campus. Additionally, existing bike sharrows on Block Avenue, East Avenue, and Spring Street provide connectivity towards the University of Arkansas and downtown. Proposed active transportation projects, including the proposed bicycle facility on Dickson Street, can be found in **Exhibit 12**.

By integrating with these pedestrian and multimodal facilities, the development aligns with Fayetteville's mobility goals, improves pedestrian conditions, and enhances multimodal access while maintaining efficient traffic flow.

I. Transit Access Evaluation

The 151 W Dickson Street development benefits from strong transit access, with multiple Razorback Transit and Ozark Regional Transit (ORT) bus stops within walking distance. The project aligns with the Fayetteville *Minimum Street Standards* (MSS) by improving pedestrian access to transit, maintaining connectivity to key destinations, and promoting transit use.

The site is primarily served by Razorback Transit Routes 14 and 17, both operating along Dickson Street, providing direct access to the University of Arkansas and surrounding areas. As shown in **Exhibit 12**, transit accessibility includes:

- Five (5) Razorback Transit stops within 0.25 miles of the site.
- Four (4) additional Razorback Transit stops within 0.5 miles of the site.
- Seven (7) Ozark Regional Transit (ORT) stops within 0.5 miles of the site.

Transit travel times are competitive with other modes. As shown in **Exhibit 13**, the estimated transit travel time between the site and the Arkansas Union is 10-15 minutes, reinforcing the site's strong connectivity to the university and other key destinations.

Pedestrian accessibility to transit stops is a key factor in MSS compliance, ensuring that safe and continuous pedestrian facilities connect the development to nearby transit services. The project supports this by integrating:

- ADA-compliant sidewalks along Dickson Street, Church Avenue, and Block Avenue.
- An 8-foot sidewalk with a 5-foot buffer zone between travel lanes on Dickson Street, increasing pedestrian comfort and separation from traffic.

The MSS also recommends bus stop infrastructure enhancements, such as shelters, benches, and ADA-compliant boarding areas. While existing stops on Dickson Street provide key transit access, future improvements could include additional passenger amenities to enhance the transit experience.

With multiple transit routes, strong pedestrian connections, and short travel times, the 151 W Dickson Street development is well-positioned to support transit as a viable, accessible, and convenient mobility option.

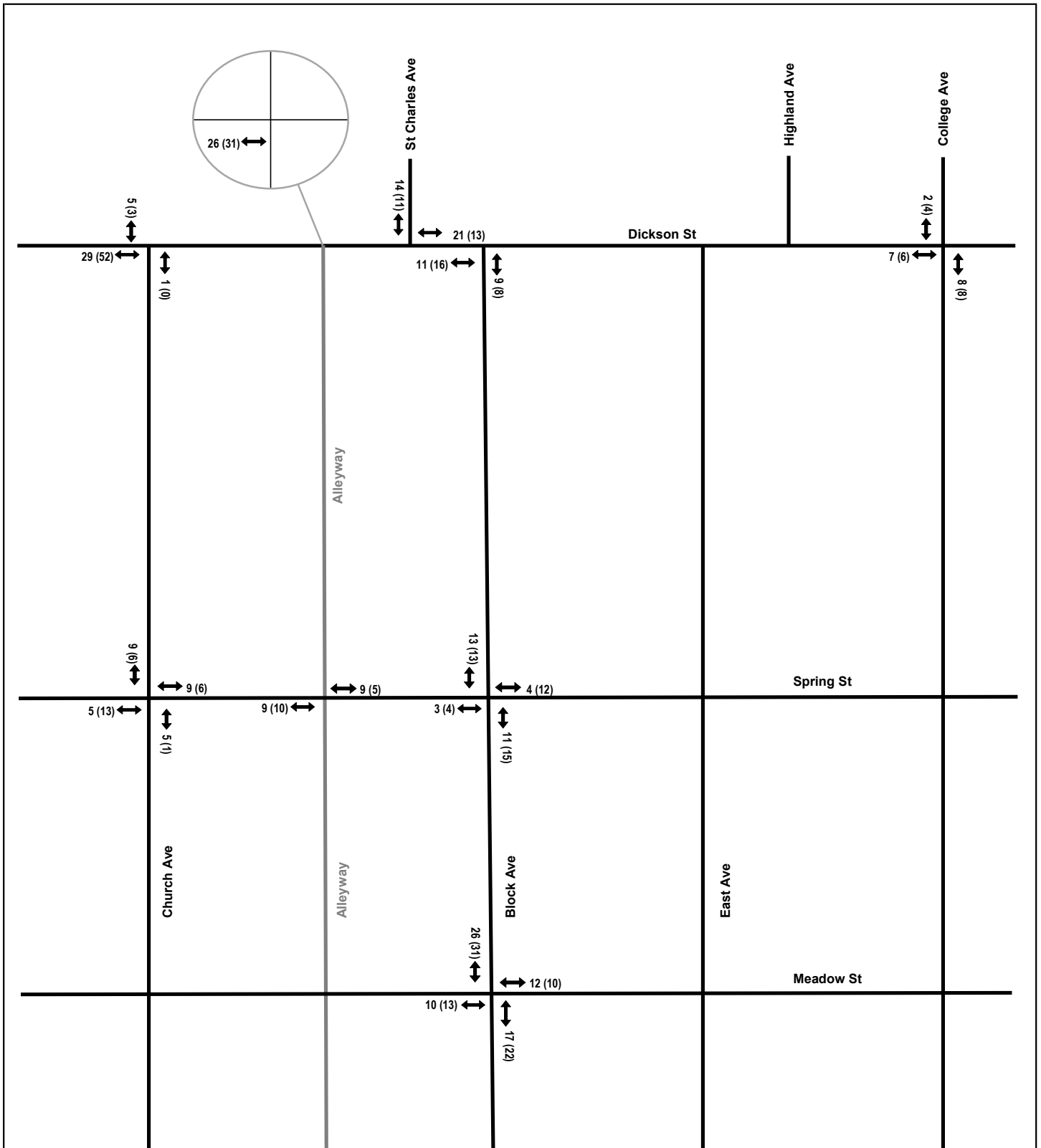


EXHIBIT 10

Existing Pedestrian Crossings
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:

X (Y)

X = Weekday Midday Peak Hour Pedestrian Crossings

Y = Weekday PM Peak Hour Pedestrian Crossings

North
↑
Not To Scale

Starbucks

The Academy-Art Frisco

Ozark Natural Foods

Walton Arts Center

French Metro Antiques

Hammontrree's Grilled Cheese

Slim Chickens

Chit Omega Greek Theatre

Arkansas Union

20 min
0.9 miles

University of Arkansas Pedestrian Access
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

Transit Route - 151 W Dickson St to Arkansas Union



Transit Route - Arkansas Union to 151 W Dickson St



EXHIBIT 13

University of Arkansas Transit Access
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

J. Parking Requirements

A parking requirement calculation was conducted for the Dickson Street site, using the regulations outlined in City of Fayetteville *Uniform Development Code* Chapter 172 Table 3. As per these regulations for multifamily land-use, the site contains 611 bedrooms, resulting in the need for 611 parking spaces. However, the site can apply the following reductions:

- Transit Stop - Properties located within a ¼ mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to 15%.
- Motorcycle and Scooter Spaces - Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one (1) motorcycle/scooter space for one (1) automobile space.
- Bike Racks- Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one (1) automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.

The development plans to build a large amount of small, motorized vehicle (61 spaces) and bicycle parking (61 racks) allowing for a 20% reduction. Additionally, there are transit options from Razorback Transit to the University of Arkansas as outlined in the Transit Access Evaluation section. The total parking reduction is equal to 35% and the required off-street parking spaces equates to 397 parking spaces. The site as proposed includes 398 off-street parking spaces and preserves 3 on-street spaces meeting the minimum parking requirement.

IV. CONCLUSIONS AND RECOMMENDATIONS

The Transportation Impact Study (TIS) for 151 W Dickson Street was conducted in accordance with Chapter 3 of the Fayetteville *Minimum Street Standards* (MSS, 2020 Edition) to assess the development's transportation impacts and identify any necessary mitigation measures. The study evaluated the project's trip generation, multimodal access, traffic operations, and pedestrian and transit infrastructure, ensuring compliance with the City of Fayetteville's transportation policies.

Traffic Operations Analysis

Traffic analysis for the 2025 Existing, 2029 Background, and 2029 Buildout scenarios indicates that all study intersections will continue to operate at LOS D or better, meaning no significant negative traffic impacts are anticipated per MSS Section 3.5.1. The redistributed alleyway traffic is effectively handled by adjacent streets, and the site-generated traffic does not warrant additional roadway or intersection improvements. Given these findings, no traffic mitigation measures are required, as the existing network can accommodate the projected volumes without adverse operational impacts.

Pedestrian and Bicycle Evaluation

The 151 W Dickson Street development is expected to generate high pedestrian and multimodal activity due to its proximity to the University of Arkansas and its integration with the city's bicycle and pedestrian network. The project enhances pedestrian safety and walkability by:

- Providing new sidewalk infrastructure that meets or exceeds standards, including an 8-foot-wide sidewalk with a 5-foot buffer on Dickson Street and expanded sidewalks on Block Avenue and Church Avenue.
- Eliminating driveways on Dickson Street, reducing pedestrian-vehicle conflict points and improving the safety and continuity of the walking environment.

Access Spacing and Site Circulation

The proposed driveway on Block Avenue meets spacing requirements and provides safe and efficient access to the site while minimizing traffic impact on Dickson Street. By removing the existing driveways on Dickson Street, the project limits vehicular access along a critical multimodal corridor, further enhancing pedestrian safety and preserving the urban streetscape. The driveway on Block Avenue is expected to operate efficiently, supporting site circulation without causing operational concerns for surrounding roadways.

Conclusion

The 151 W Dickson Street development aligns with Fayetteville's transportation and mobility goals by enhancing pedestrian, bicycle, and transit accessibility while maintaining efficient roadway operations. With improved sidewalk infrastructure, reduced pedestrian-vehicle conflicts, and a well-placed site driveway, the project effectively integrates into the existing multimodal network without significant negative impacts. The proposed development does not create or compound a dangerous traffic condition on the existing adjacent streets surrounding the development and is in keeping with the requirements and ideals of the City of Fayetteville Master Street Plan. No further mitigation measures are necessary, and the site is well-positioned to support sustainable, multimodal transportation in the downtown core.

APPENDIX

1. Appendix Exhibits

- Inbound Site Traffic Distribution
- Outbound Site Traffic Distribution
- Redistributed Traffic from Alleyway Closure

2. Scoping Meeting Methodology Notes

3. Raw Count Sheets

4. NCHRP Right-Turn Deceleration Lane Analysis

5. Synchro Outputs

- 2025 Existing Traffic Operations (Midday & PM Peak Hour)
- 2029 Background Traffic Operations (Midday & PM Peak Hour)
- 2029 Buildout Traffic Operations (Midday & PM Peak Hour)

APPENDIX

Appendix Exhibits

Inbound Site Traffic Distribution
Outbound Site Traffic Distribution
Redistributed Traffic from Alleyway Closure

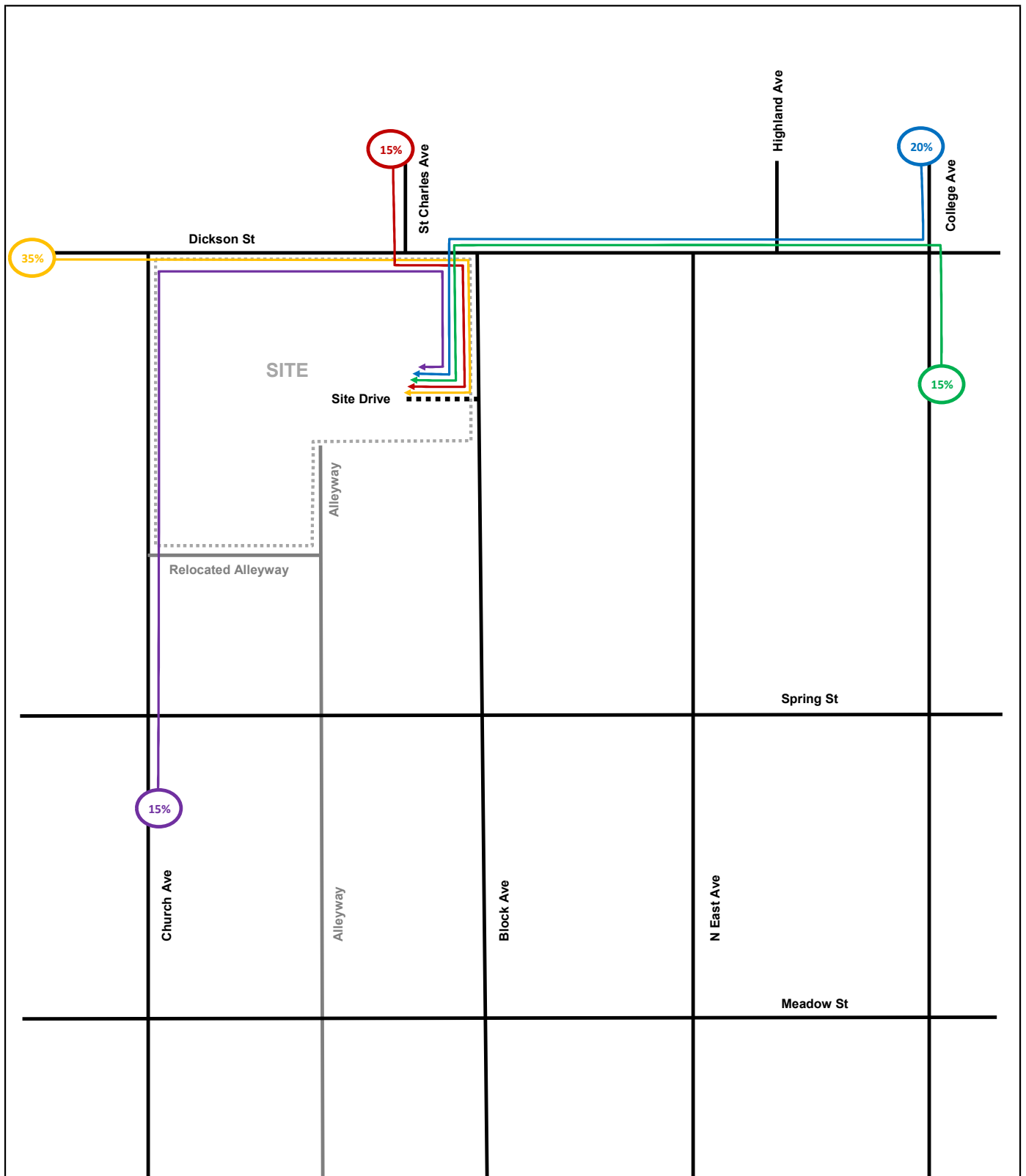


EXHIBIT A1

Inbound Site Traffic Distribution
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:

XX% = Site Traffic Percentage

0

North
↑
Not To Scale

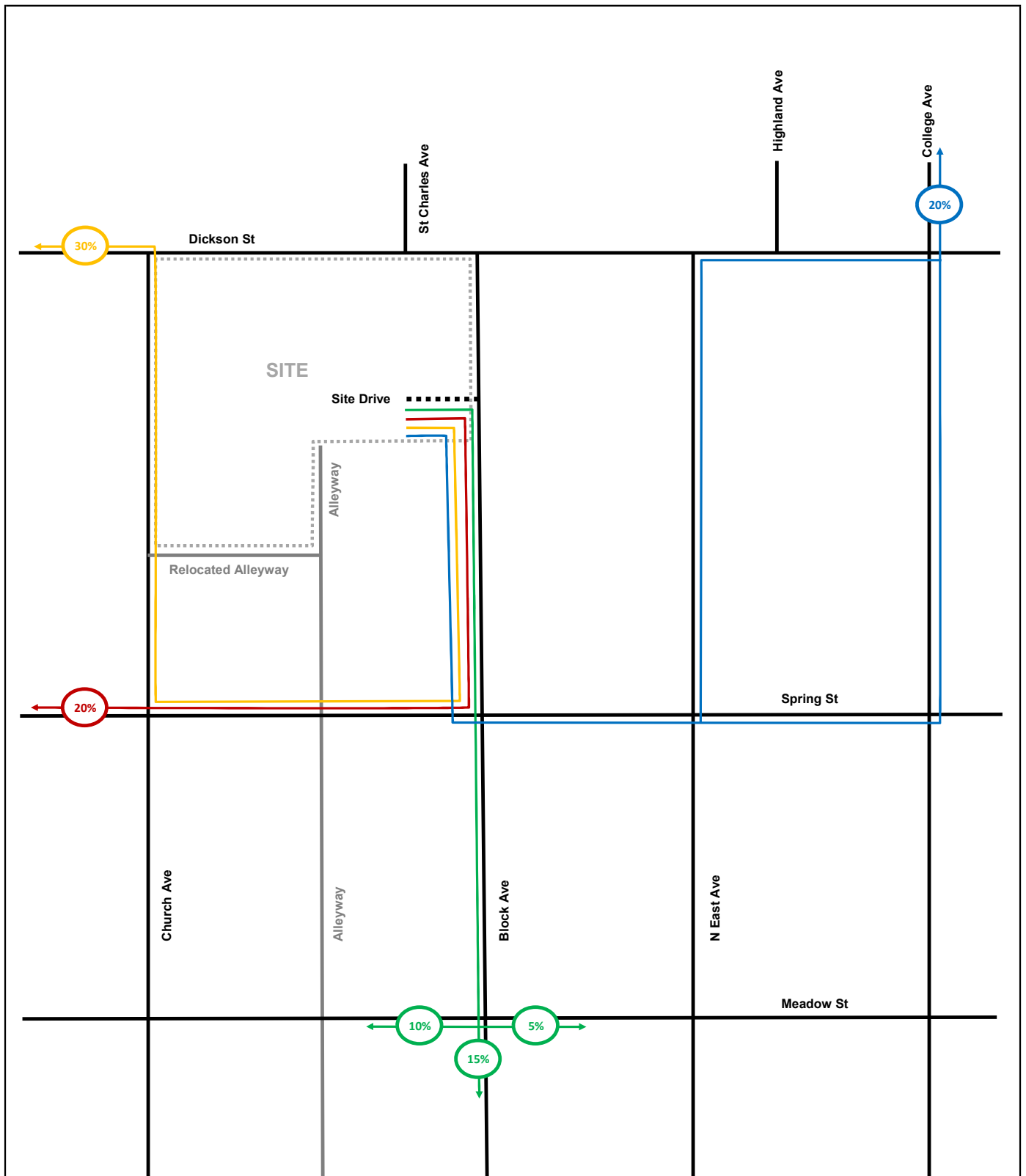


EXHIBIT A2

Outbound Site Traffic Distribution
151 W Dickson Street - Fayetteville, Arkansas

Kimley»Horn

LEGEND:

XX% = Site Traffic Percentage

0

North
↑
Not To Scale



APPENDIX

Scoping Meeting Methodology Notes

151 W Dickson Street Traffic Assumptions and Methodology – February 25th Meeting Notes

Analysis Assumption	Previous Assumption	Proposed Assumption
Trip Generation:	Off-Campus Apartment (ITE Code 226) AM Peak: Peak Hour of Adjacent Street PM Peak: Peak Hour of Adjacent Street	Off-Campus Apartment (ITE Code 226) Midday Peak: AM Peak Hour of Generator (Higher One-Way Trips) PM Peak: Peak Hour of Adjacent Street
Trip Distribution:	<u>Inbound:</u> 45% Dickson West 40% Dickson East 15% Church South <u>Outbound:</u> 30% Dickson West 20% Spring East 20% Spring West 30% Block South	<u>Inbound:</u> 35% Dickson West 15% College South 15% Church South 15% St Charles North 20% College North <u>Outbound:</u> 30% Dickson West 20% Spring West 20% College North 15% Block South 5% Meadow East 10% Meadow West
Growth Rate:	3%	3%
Intersection Locations:	Dickson St & Church Ave (24 Hours) Dickson St & St Charles Ave (4 hours, 6:30AM-8:30AM, 4-6PM) Dickson St & N Block Ave (4 hours, 6:30AM-8:30AM, 4-6PM) Dickson St & Alleyway (4 hours, 6:30AM-8:30AM, 4-6PM) Spring St & Church Ave (4 hours, 6:30AM-8:30AM, 4-6PM) Spring St & N Block Ave (4 hours, 6:30AM-8:30AM, 4-6PM) Spring St & Alleyway (4 hours, 6:30AM-8:30AM, 4-6PM)	Dickson St & Church Ave (24 hours) Dickson St & St Charles Ave/N Block Ave (24 hours – count as 1 intersection) Dickson St & Alleyway (4 hours, 11AM-1PM, 4-6 PM) Spring St & Church Ave (8 hours, 9AM-2PM, 4-7 PM) Spring St & N Block Ave (8 hours, 9AM-2PM, 4-7 PM) Spring St & Alleyway (4 hours, 11AM-1PM, 4-6 PM) Meadow St & N Block Ave (8 hours, 9AM-2PM, 4-7 PM) Dickson Ave & College Ave (4 hours, 7AM-9AM, 4-6 PM)
Multimodal Analysis	Existing Conditions Narrative Site Improvements Pedestrian and Bicycle Conclusions	Existing Conditions Narrative Site Improvements Transit Access Exhibit School Access Exhibit Pedestrian Count Exhibit Pedestrian and Bicycle Conclusions
Analysis Period	Existing (2023) Short Range Horizon (2027)	Existing (2025) Short Range Horizon (2029)

APPENDIX

Raw Count Sheets

1. Dickson Street at Church Avenue - TMC

Thu Feb 27, 2025

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272705, Location: 36.066354, -94.161734



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					N Church Avenue Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2025-02-27 12:00AM	8	2	0	10	2	0	13	0	13	0	0	3	0	3	4	26
12:15AM	10	1	0	11	0	1	6	0	7	0	0	0	0	0	1	18
12:30AM	11	0	0	11	0	0	6	0	6	0	0	1	0	1	1	18
12:45AM	11	1	0	12	0	0	8	0	8	0	0	1	0	1	1	21
Hourly Total	40	4	0	44	2	1	33	0	34	0	0	5	0	5	7	83
1:00AM	7	1	0	8	0	0	6	0	6	0	0	0	0	0	0	14
1:15AM	6	0	0	6	0	0	6	0	6	0	0	0	0	0	0	12
1:30AM	3	0	0	3	1	0	2	0	2	0	0	0	0	0	0	5
1:45AM	7	1	0	8	0	0	6	0	6	0	0	0	0	0	2	14
Hourly Total	23	2	0	25	1	0	20	0	20	0	0	0	0	0	2	45
2:00AM	7	0	0	7	0	0	2	0	2	0	2	0	0	2	0	11
2:15AM	2	0	0	2	0	0	3	0	3	0	0	0	0	0	0	5
2:30AM	4	0	0	4	0	0	3	0	3	0	1	0	0	1	0	8
2:45AM	1	0	0	1	0	0	2	0	2	0	0	0	0	0	0	3
Hourly Total	14	0	0	14	0	0	10	0	10	0	3	0	0	3	0	27
3:00AM	1	0	0	1	0	0	1	0	1	0	1	0	0	1	0	3
3:15AM	1	0	0	1	0	0	1	0	1	0	0	0	0	0	0	2
3:30AM	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
3:45AM	0	0	0	0	0	0	1	0	1	0	0	1	0	1	0	2
Hourly Total	3	0	0	3	0	0	3	0	3	0	1	1	0	2	0	8
4:00AM	1	0	0	1	0	0	4	0	4	0	0	0	0	0	0	5
4:15AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
4:30AM	5	0	0	5	0	0	1	0	1	0	0	0	0	0	0	6
4:45AM	1	0	0	1	0	0	2	0	2	0	0	0	0	0	0	3
Hourly Total	7	0	0	7	0	0	7	0	7	0	0	0	0	0	1	14
5:00AM	1	0	0	1	0	0	3	0	3	0	0	0	0	0	0	4
5:15AM	1	0	0	1	0	0	3	0	3	0	0	0	0	0	0	4
5:30AM	5	0	0	5	0	0	2	0	2	0	0	0	0	0	0	7
5:45AM	5	1	0	6	0	1	5	0	6	0	1	0	0	1	2	13
Hourly Total	12	1	0	13	0	1	13	0	14	0	1	0	0	1	2	28
6:00AM	7	1	0	8	1	1	13	0	14	0	0	1	0	1	2	23
6:15AM	3	0	0	3	0	0	6	0	6	0	0	1	0	1	1	10
6:30AM	11	1	0	12	0	1	8	0	9	0	1	0	0	1	0	22
6:45AM	7	3	0	10	0	0	9	0	9	0	2	2	0	4	1	23
Hourly Total	28	5	0	33	1	2	36	0	38	0	3	4	0	7	4	78
7:00AM	11	2	0	13	0	1	12	0	13	0	1	2	0	3	4	29
7:15AM	15	0	0	15	0	0	22	0	22	0	1	3	0	4	3	41
7:30AM	19	1	0	20	0	4	43	0	47	0	2	2	0	4	5	71
7:45AM	37	1	0	38	0	6	64	0	70	0	4	6	0	10	3	118
Hourly Total	82	4	0	86	0	11	141	0	152	0	8	13	0	21	15	259
8:00AM	37	6	0	43	2	5	48	0	53	0	7	0	0	7	1	103
8:15AM	39	4	0	43	0	3	56	0	59	0	0	9	0	9	3	111
8:30AM	32	3	0	35	0	1	71	0	72	0	6	11	0	17	1	124
8:45AM	28	4	0	32	3	6	47	0	53	0	4	10	0	14	2	99
Hourly Total	136	17	0	153	5	15	222	0	237	0	17	30	0	47	7	437
9:00AM	32	3	0	35	0	2	48	0	50	0	2	5	0	7	6	92
9:15AM	29	3	0	32	0	3	43	0	46	0	0	4	0	4	8	82
9:30AM	31	6	0	37	2	4	49	0	53	0	1	4	0	5	3	95
9:45AM	31	4	0	35	0	2	34	0	36	0	3	7	0	10	5	81
Hourly Total	123	16	0	139	2	11	174	0	185	0	6	20	0	26	22	350
10:00AM	30	7	0	37	0	1	49	0	50	0	7	7	0	14	6	101
10:15AM	31	2	0	33	0	4	47	0	51	1	4	10	0	14	7	98

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					N Church Avenue Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
10:30AM	37	3	0	40	1	1	70	0	71	0	9	6	0	15	6	126
10:45AM	56	4	0	60	0	3	49	0	52	0	8	5	0	13	9	125
Hourly Total	154	16	0	170	1	9	215	0	224	1	28	28	0	56	28	450
11:00AM	58	4	0	62	0	4	54	0	58	0	11	7	0	18	4	138
11:15AM	42	5	0	47	2	6	50	0	56	0	2	6	0	8	9	111
11:30AM	52	5	0	57	2	4	44	0	48	0	11	11	0	22	2	127
11:45AM	56	6	0	62	2	4	60	0	64	0	5	10	0	15	5	141
Hourly Total	208	20	0	228	6	18	208	0	226	0	29	34	0	63	20	517
12:00PM	55	3	0	58	0	6	76	0	82	0	11	11	0	22	7	162
12:15PM	75	5	0	80	3	3	66	0	69	0	4	12	0	16	11	165
12:30PM	76	3	0	79	0	4	60	0	64	1	12	14	0	26	6	169
12:45PM	47	6	0	53	0	3	71	0	74	0	7	7	0	14	8	141
Hourly Total	253	17	0	270	3	16	273	0	289	1	34	44	0	78	32	637
1:00PM	59	2	0	61	4	6	59	0	65	0	9	8	0	17	9	143
1:15PM	61	3	0	64	5	3	69	0	72	0	12	10	0	22	10	158
1:30PM	52	1	0	53	0	3	68	0	71	4	7	9	0	16	19	140
1:45PM	55	7	0	62	2	6	58	0	64	0	15	13	0	28	7	154
Hourly Total	227	13	0	240	11	18	254	0	272	4	43	40	0	83	45	595
2:00PM	63	8	0	71	0	6	64	0	70	1	5	11	0	16	12	157
2:15PM	56	4	0	60	2	4	60	0	64	0	9	12	0	21	4	145
2:30PM	59	1	0	60	0	2	43	0	45	0	11	11	0	22	6	127
2:45PM	58	4	0	62	6	3	58	0	61	0	2	16	0	18	11	141
Hourly Total	236	17	0	253	8	15	225	0	240	1	27	50	0	77	33	570
3:00PM	65	7	0	72	0	2	58	0	60	0	7	14	0	21	6	153
3:15PM	72	9	0	81	0	4	58	0	62	0	7	9	0	16	14	159
3:30PM	74	5	0	79	3	4	52	0	56	0	9	15	0	24	16	159
3:45PM	55	2	0	57	1	2	70	0	72	0	4	5	0	9	5	138
Hourly Total	266	23	0	289	4	12	238	0	250	0	27	43	0	70	41	609
4:00PM	77	5	0	82	4	6	57	0	63	0	7	19	0	26	9	171
4:15PM	95	5	0	100	0	7	74	0	81	0	6	15	0	21	18	202
4:30PM	72	5	0	77	1	2	76	0	78	0	9	20	0	29	6	184
4:45PM	87	6	0	93	0	8	62	0	70	0	14	15	0	29	14	192
Hourly Total	331	21	0	352	5	23	269	0	292	0	36	69	0	105	47	749
5:00PM	95	5	0	100	2	4	74	0	78	0	7	16	0	23	14	201
5:15PM	72	6	0	78	0	1	79	0	80	0	8	25	0	33	27	191
5:30PM	64	4	0	68	0	4	72	0	76	0	7	11	0	18	9	162
5:45PM	64	2	0	66	0	4	64	0	68	0	6	8	0	14	11	148
Hourly Total	295	17	0	312	2	13	289	0	302	0	28	60	0	88	61	702
6:00PM	46	7	0	53	14	4	61	0	65	0	9	7	0	16	11	134
6:15PM	57	1	0	58	2	2	57	0	59	0	5	6	0	11	17	128
6:30PM	53	4	0	57	5	6	62	0	68	0	8	10	0	18	13	143
6:45PM	56	3	0	59	3	5	59	0	64	0	7	5	0	12	12	135
Hourly Total	212	15	0	227	24	17	239	0	256	0	29	28	0	57	53	540
7:00PM	47	2	0	49	0	2	40	0	42	0	7	6	0	13	3	104
7:15PM	34	4	0	38	0	1	56	0	57	0	3	10	0	13	5	108
7:30PM	45	2	0	47	5	0	51	0	51	0	12	9	0	21	13	119
7:45PM	44	3	0	47	1	1	50	0	51	0	4	10	0	14	23	112
Hourly Total	170	11	0	181	6	4	197	0	201	0	26	35	0	61	44	443
8:00PM	58	1	0	59	0	0	34	0	34	0	8	7	0	15	22	108
8:15PM	35	4	0	39	5	2	37	0	39	0	4	6	0	10	12	88
8:30PM	31	0	0	31	0	1	40	0	41	0	11	7	0	18	4	90
8:45PM	35	1	0	36	2	2	29	0	31	2	2	3	0	5	15	72
Hourly Total	159	6	0	165	7	5	140	0	145	2	25	23	0	48	53	358
9:00PM	42	2	0	44	0	3	30	0	33	4	9	8	0	17	10	94
9:15PM	28	5	0	33	0	5	36	0	41	0	6	4	0	10	8	84
9:30PM	30	4	0	34	4	1	33	0	34	0	8	4	0	12	15	80
9:45PM	25	5	0	30	0	0	38	0	38	0	8	2	0	10	16	78
Hourly Total	125	16	0	141	4	9	137	0	146	4	31	18	0	49	49	336
10:00PM	26	2	0	28	2	0	30	0	30	2	9	3	0	12	10	70
10:15PM	31	3	0	34	0	1	21	0	22	0	5	3	0	8	9	64

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					N Church Avenue Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
10:30PM	23	3	0	26	1	2	24	0	26	2	5	3	0	8	18	60
10:45PM	28	2	0	30	1	0	24	0	24	0	4	0	0	4	16	58
Hourly Total	108	10	0	118	4	3	99	0	102	4	23	9	0	32	53	252
11:00PM	13	2	0	15	0	1	19	0	20	0	0	0	0	0	7	35
11:15PM	17	1	0	18	1	0	24	0	24	0	4	1	0	5	6	47
11:30PM	17	1	0	18	2	0	22	0	22	0	3	1	0	4	3	44
11:45PM	20	0	0	20	0	0	21	0	21	0	3	1	0	4	0	45
Hourly Total	67	4	0	71	3	1	86	0	87	0	10	3	0	13	16	171
Total	3279	255	0	3534	99	204	3528	0	3732	17	435	557	0	992	635	8258
% Approach	92.8%	7.2%	0%	-	-	5.5%	94.5%	0%	-	-	43.9%	56.1%	0%	-	-	-
% Total	39.7%	3.1%	0%	42.8%	-	2.5%	42.7%	0%	45.2%	-	5.3%	6.7%	0%	12.0%	-	-
Lights	3256	251	0	3507	-	199	3464	0	3663	-	432	554	0	986	-	8156
% Lights	99.3%	98.4%	0%	99.2%	-	97.5%	98.2%	0%	98.2%	-	99.3%	99.5%	0%	99.4%	-	98.8%
Articulated Trucks	3	0	0	3	-	1	4	0	5	-	0	0	0	0	-	8
% Articulated Trucks	0.1%	0%	0%	0.1%	-	0.5%	0.1%	0%	0.1%	-	0%	0%	0%	0%	-	0.1%
Buses and Single-Unit Trucks	20	4	0	24	-	4	60	0	64	-	3	3	0	6	-	94
% Buses and Single-Unit Trucks	0.6%	1.6%	0%	0.7%	-	2.0%	1.7%	0%	1.7%	-	0.7%	0.5%	0%	0.6%	-	1.1%
Pedestrians	-	-	-	-	86	-	-	-	-	17	-	-	-	-	623	
% Pedestrians	-	-	-	-	86.9%	-	-	-	-	100%	-	-	-	-	98.1%	-
Bicycles on Crosswalk	-	-	-	-	13	-	-	-	-	0	-	-	-	-	12	
% Bicycles on Crosswalk	-	-	-	-	13.1%	-	-	-	-	0%	-	-	-	-	1.9%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. Dickson Street at Church Avenue - TMC

Thu Feb 27, 2025

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

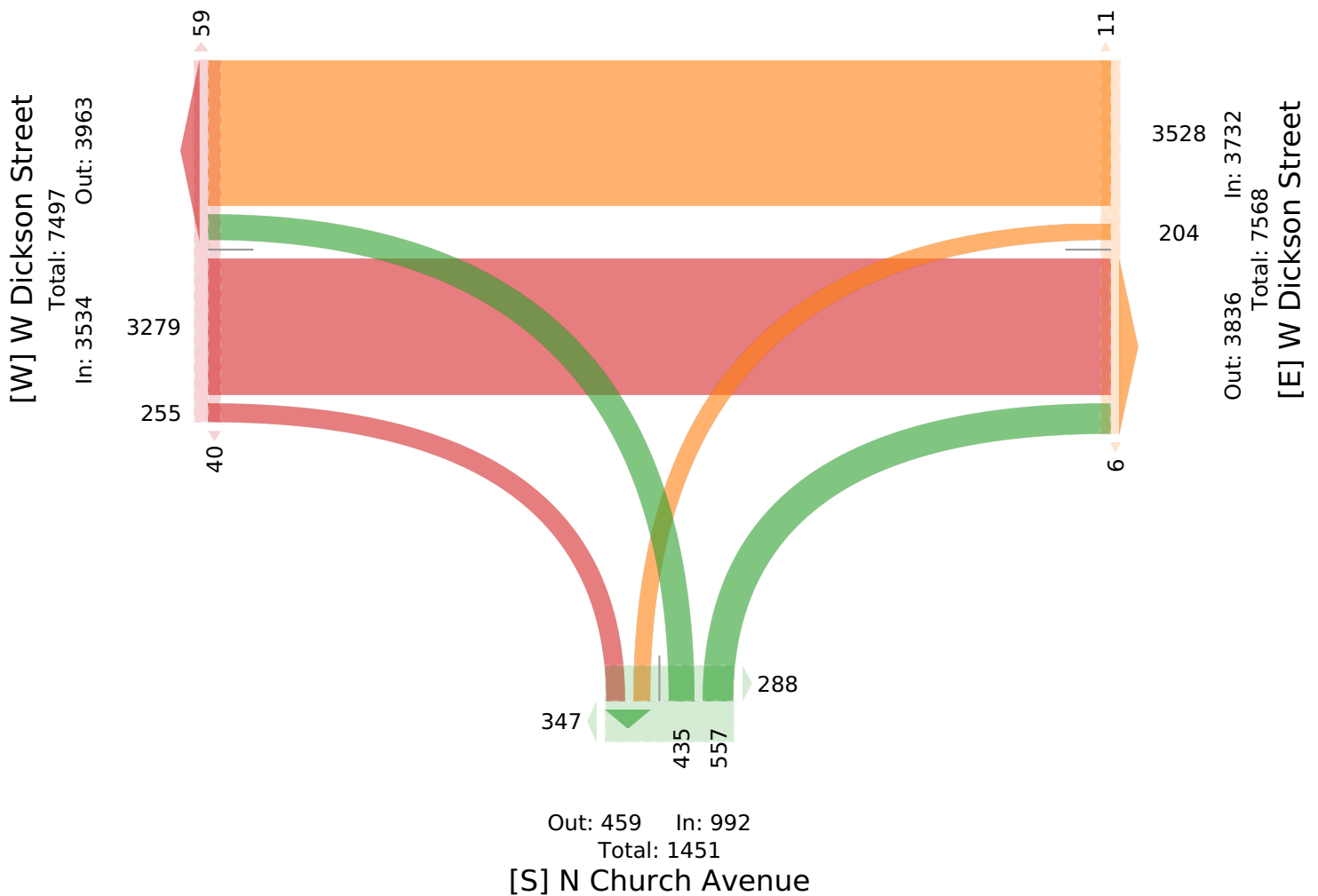
All Movements

ID: 1272705, Location: 36.066354, -94.161734



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. Dickson Street at Church Avenue - TMC

Thu Feb 27, 2025

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272705, Location: 36.066354, -94.161734



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					N Church Avenue Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2025-02-27 7:45AM	37	1	0	38	0	6	64	0	70	0	4	6	0	10	3	118
8:00AM	37	6	0	43	2	5	48	0	53	0	7	0	0	7	1	103
8:15AM	39	4	0	43	0	3	56	0	59	0	0	9	0	9	3	111
8:30AM	32	3	0	35	0	1	71	0	72	0	6	11	0	17	1	124
Total	145	14	0	159	2	15	239	0	254	0	17	26	0	43	8	456
% Approach	91.2%	8.8%	0%	-	-	5.9%	94.1%	0%	-	-	39.5%	60.5%	0%	-	-	-
% Total	31.8%	3.1%	0%	34.9%	-	3.3%	52.4%	0%	55.7%	-	3.7%	5.7%	0%	9.4%	-	-
PHF	0.929	0.583	-	0.924	-	0.625	0.842	-	0.882	-	0.607	0.591	-	0.632	-	0.919
Lights	143	14	0	157	-	15	236	0	251	-	17	26	0	43	-	451
% Lights	98.6%	100%	0%	98.7%	-	100%	98.7%	0%	98.8%	-	100%	100%	0%	100%	-	98.9%
Articulated Trucks	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	2	0	0	2	-	0	3	0	3	-	0	0	0	0	-	5
% Buses and Single-Unit Trucks	1.4%	0%	0%	1.3%	-	0%	1.3%	0%	1.2%	-	0%	0%	0%	0%	-	1.1%
Pedestrians	-	-	-	-	2	-	-	-	-	0	-	-	-	-	8	
% Pedestrians	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	0%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. Dickson Street at Church Avenue - TMC

Thu Feb 27, 2025

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

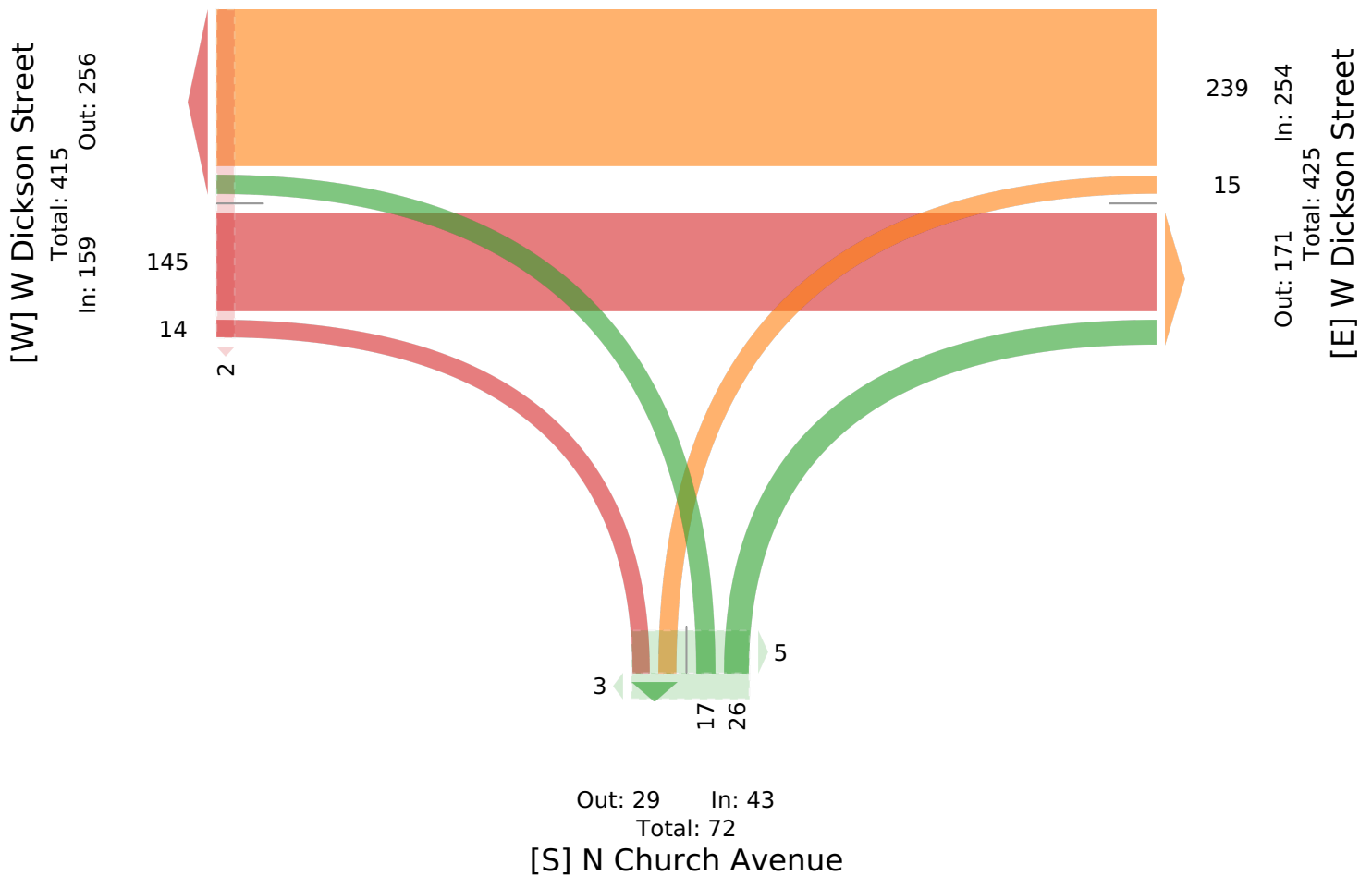
All Movements

ID: 1272705, Location: 36.066354, -94.161734



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. Dickson Street at Church Avenue - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272705, Location: 36.066354, -94.161734



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					N Church Avenue Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2025-02-27 11:45AM	56	6	0	62	2	4	60	0	64	0	5	10	0	15	5	141
12:00PM	55	3	0	58	0	6	76	0	82	0	11	11	0	22	7	162
12:15PM	75	5	0	80	3	3	66	0	69	0	4	12	0	16	11	165
12:30PM	76	3	0	79	0	4	60	0	64	1	12	14	0	26	6	169
Total	262	17	0	279	5	17	262	0	279	1	32	47	0	79	29	637
% Approach	93.9%	6.1%	0%	-	-	6.1%	93.9%	0%	-	-	40.5%	59.5%	0%	-	-	-
% Total	41.1%	2.7%	0%	43.8%	-	2.7%	41.1%	0%	43.8%	-	5.0%	7.4%	0%	12.4%	-	-
PHF	0.862	0.708	-	0.872	-	0.708	0.862	-	0.851	-	0.667	0.839	-	0.760	-	0.942
Lights	259	17	0	276	-	16	259	0	275	-	32	47	0	79	-	630
% Lights	98.9%	100%	0%	98.9%	-	94.1%	98.9%	0%	98.6%	-	100%	100%	0%	100%	-	98.9%
Articulated Trucks	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	3	0	0	3	-	1	3	0	4	-	0	0	0	0	-	7
% Buses and Single-Unit Trucks	1.1%	0%	0%	1.1%	-	5.9%	1.1%	0%	1.4%	-	0%	0%	0%	0%	-	1.1%
Pedestrians	-	-	-	-	5	-	-	-	-	1	-	-	-	-	28	
% Pedestrians	-	-	-	-	100%	-	-	-	-	100%	-	-	-	-	96.6%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	0%	-	-	-	-	0%	-	-	-	-	3.4%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. Dickson Street at Church Avenue - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

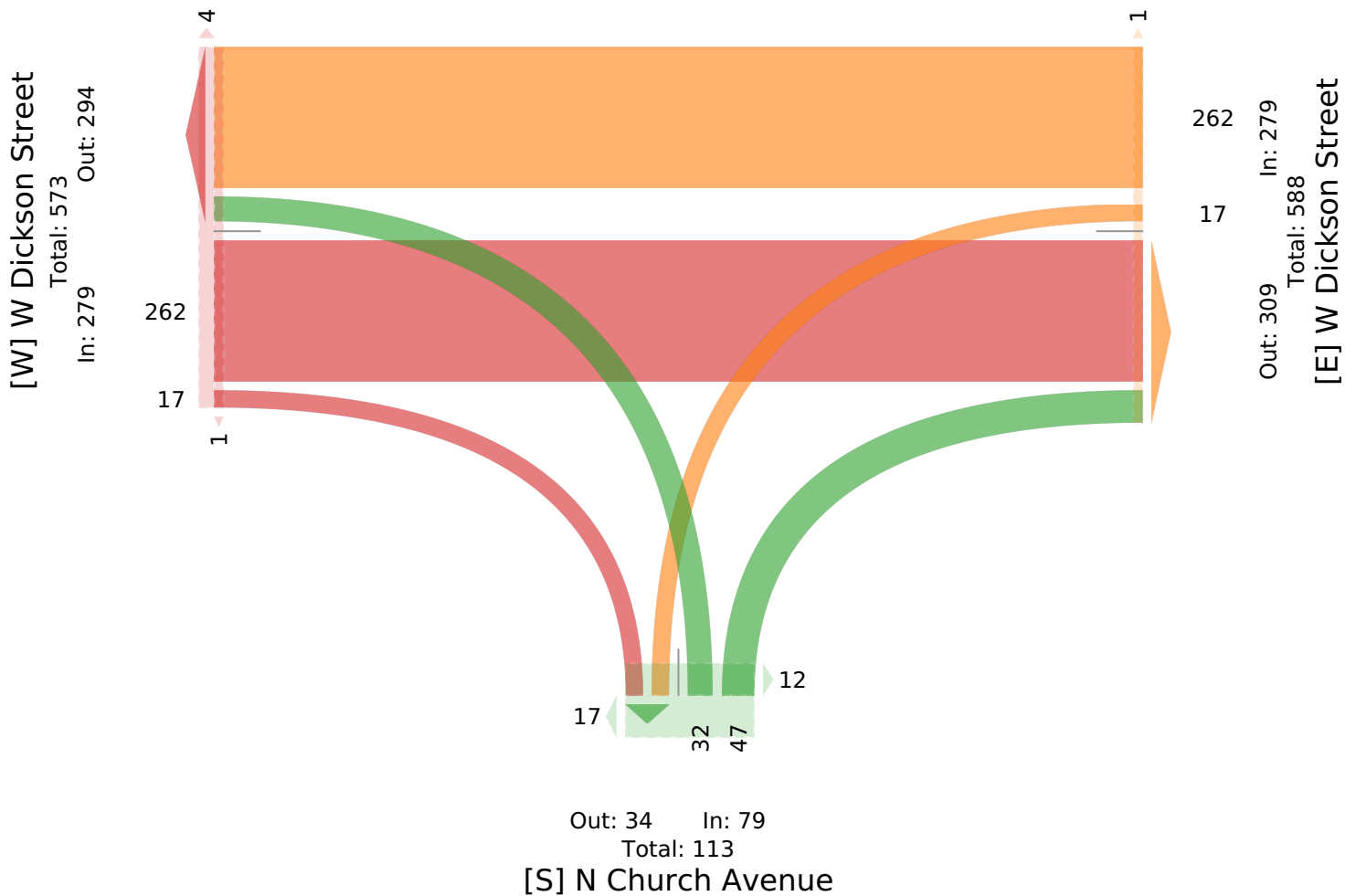
All Movements

ID: 1272705, Location: 36.066354, -94.161734



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. Dickson Street at Church Avenue - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272705, Location: 36.066354, -94.161734



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					N Church Avenue Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2025-02-27 4:15PM	95	5	0	100	0	7	74	0	81	0	6	15	0	21	18	202
4:30PM	72	5	0	77	1	2	76	0	78	0	9	20	0	29	6	184
4:45PM	87	6	0	93	0	8	62	0	70	0	14	15	0	29	14	192
5:00PM	95	5	0	100	2	4	74	0	78	0	7	16	0	23	14	201
Total	349	21	0	370	3	21	286	0	307	0	36	66	0	102	52	779
% Approach	94.3%	5.7%	0%	-	-	6.8%	93.2%	0%	-	-	35.3%	64.7%	0%	-	-	-
% Total	44.8%	2.7%	0%	47.5%	-	2.7%	36.7%	0%	39.4%	-	4.6%	8.5%	0%	13.1%	-	-
PHF	0.918	0.875	-	0.925	-	0.656	0.941	-	0.948	-	0.643	0.825	-	0.879	-	0.964
Lights	349	21	0	370	-	21	279	0	300	-	35	66	0	101	-	771
% Lights	100%	100%	0%	100%	-	100%	97.6%	0%	97.7%	-	97.2%	100%	0%	99.0%	-	99.0%
Articulated Trucks	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	0	0	-	0	7	0	7	-	1	0	0	1	-	8
% Buses and Single-Unit Trucks	0%	0%	0%	0%	-	0%	2.4%	0%	2.3%	-	2.8%	0%	0%	1.0%	-	1.0%
Pedestrians	-	-	-	-	3	-	-	-	-	0	-	-	-	-	51	
% Pedestrians	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	98.1%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	1.9%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. Dickson Street at Church Avenue - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

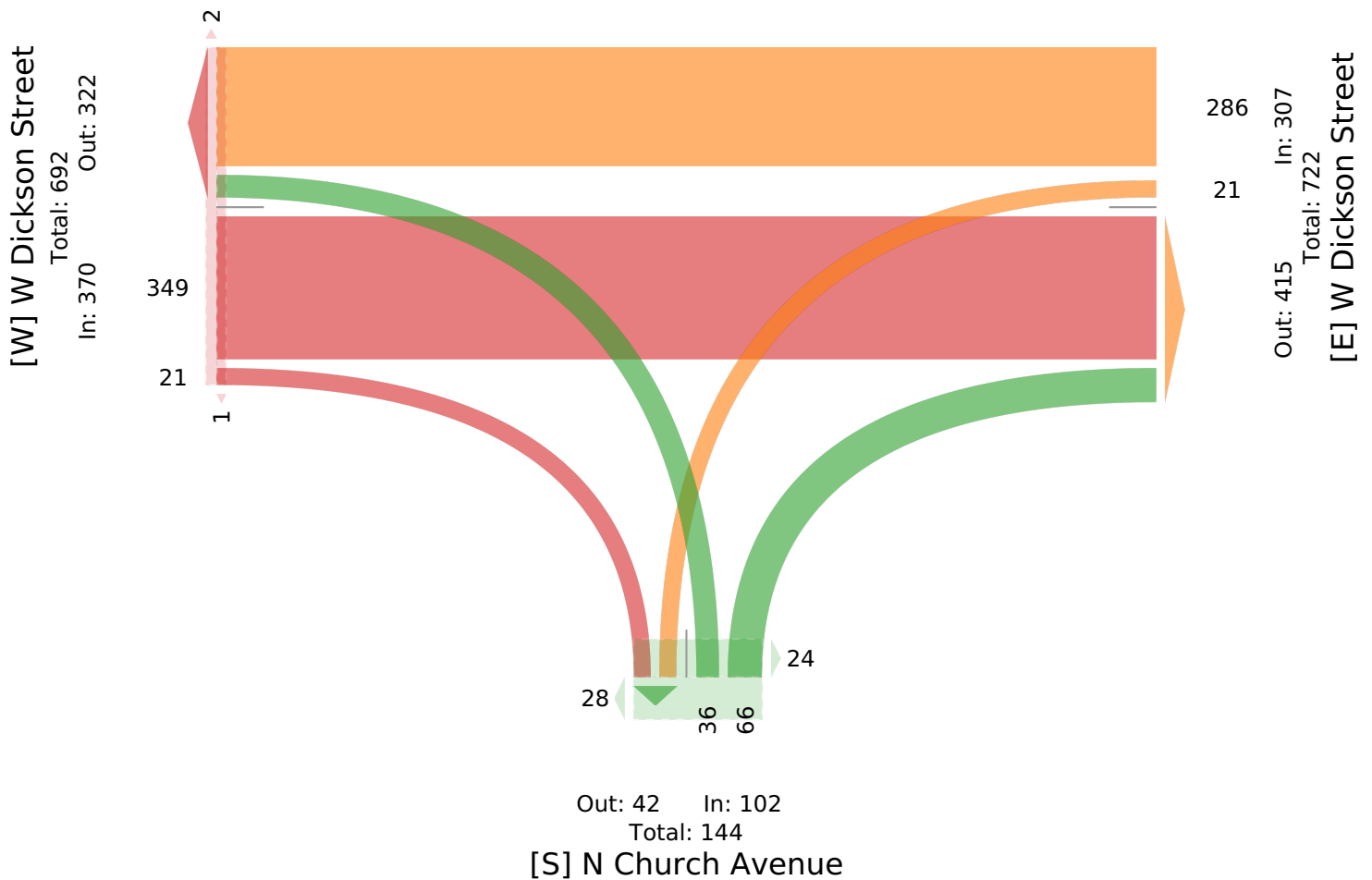
All Movements

ID: 1272705, Location: 36.066354, -94.161734



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound						W Dickson Street Westbound						N Block Avenue Northbound					
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*
2025-02-27 12:00AM	1	8	1	0	10	0	0	11	1	0	12	0	0	0	0	0	0	0
12:15AM	1	9	0	0	10	0	0	7	1	0	8	0	0	0	0	0	0	0
12:30AM	1	10	0	0	11	0	0	4	0	0	4	0	0	0	0	0	0	0
12:45AM	1	11	0	0	12	0	0	7	0	0	7	0	0	0	0	0	0	0
Hourly Total	4	38	1	0	43	0	0	29	2	0	31	0	0	0	0	0	0	0
1:00AM	1	6	0	0	7	0	0	3	0	0	3	0	0	0	0	0	0	1
1:15AM	0	6	0	0	6	0	0	6	2	0	8	0	0	0	0	0	0	0
1:30AM	0	2	0	0	2	0	0	2	0	0	2	0	0	0	0	0	0	0
1:45AM	0	8	0	0	8	0	0	6	1	0	7	0	0	0	0	0	0	0
Hourly Total	1	22	0	0	23	0	0	17	3	0	20	0	0	0	0	0	0	1
2:00AM	0	8	0	0	8	0	0	2	0	0	2	0	0	0	0	0	0	0
2:15AM	0	2	0	0	2	0	0	3	0	0	3	0	0	0	0	0	0	0
2:30AM	0	3	1	0	4	0	0	3	0	0	3	0	0	0	0	0	0	0
2:45AM	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0
Hourly Total	0	13	1	0	14	0	0	9	0	0	9	0	0	0	0	0	0	0
3:00AM	1	0	0	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0
3:15AM	0	1	0	0	1	0	0	1	0	0	1	0	0	0	0	0	0	0
3:30AM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
3:45AM	0	1	0	0	1	0	0	1	0	0	1	0	0	0	0	0	0	0
Hourly Total	1	2	1	0	4	0	0	2	1	0	3	0	0	0	0	0	0	0
4:00AM	0	1	0	0	1	0	0	4	0	0	4	0	0	0	0	0	0	0
4:15AM	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0
4:30AM	0	5	0	0	5	0	1	1	2	0	4	0	0	0	0	0	0	0
4:45AM	0	1	0	0	1	0	0	2	0	0	2	0	0	0	0	0	0	0
Hourly Total	0	7	0	0	7	0	1	7	3	0	11	0	0	0	0	0	0	0
5:00AM	0	1	0	0	1	0	0	3	0	0	3	0	0	0	0	0	0	0
5:15AM	0	1	0	0	1	0	0	2	2	0	4	0	0	0	0	0	0	0
5:30AM	0	5	0	0	5	0	0	2	2	0	4	0	0	0	0	0	0	0
5:45AM	0	5	0	0	5	0	1	6	0	0	7	0	0	0	0	0	0	1
Hourly Total	0	12	0	0	12	0	1	13	4	0	18	0	0	0	0	0	0	1
6:00AM	0	4	1	0	5	0	0	11	2	0	13	0	0	0	0	0	0	0
6:15AM	2	2	0	0	4	0	2	6	1	0	9	0	0	0	0	0	0	1
6:30AM	2	7	3	0	12	0	2	9	3	0	14	0	0	0	0	0	0	0
6:45AM	1	8	1	0	10	0	5	8	5	0	18	0	0	0	0	0	0	2
Hourly Total	5	21	5	0	31	0	9	34	11	0	54	0	0	0	0	0	0	3
7:00AM	0	10	3	0	13	1	0	11	5	0	16	0	0	0	0	0	0	2
7:15AM	0	13	2	0	15	3	6	21	2	0	29	0	0	0	0	0	0	2
7:30AM	2	13	5	0	20	1	6	47	5	0	58	0	0	0	0	0	0	1
7:45AM	6	22	11	0	39	6	11	64	7	0	82	0	0	0	0	0	0	1
Hourly Total	8	58	21	0	87	11	23	143	19	0	185	0	0	0	0	0	0	6
8:00AM	3	19	11	0	33	5	13	51	3	0	67	0	0	0	0	0	0	1
8:15AM	5	39	8	0	52	1	8	55	9	0	72	0	0	0	0	0	0	1
8:30AM	6	33	5	0	44	1	12	69	7	0	88	0	0	0	0	0	0	0
8:45AM	2	31	1	0	34	9	19	50	5	0	74	0	0	0	0	0	0	2
Hourly Total	16	122	25	0	163	16	52	225	24	0	301	0	0	0	0	0	0	4
9:00AM	3	31	4	0	38	5	7	45	6	0	58	0	0	0	1	0	1	1
9:15AM	1	31	7	0	39	1	11	48	7	0	66	1	0	0	0	0	0	2
9:30AM	3	31	3	0	37	4	8	40	11	0	59	0	0	0	0	0	0	0
9:45AM	3	28	8	0	39	2	16	37	3	1	57	0	0	0	0	0	0	2
Hourly Total	10	121	22	0	153	12	42	170	27	1	240	1	0	0	1	0	1	5
10:00AM	5	22	5	0	32	1	4	44	11	0	59	0	0	0	0	0	0	0
10:15AM	6	31	4	0	41	0	12	41	13	0	66	0	0	0	0	0	0	1

Leg Direction	W Dickson Street Eastbound						W Dickson Street Westbound						N Block Avenue Northbound					
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*
10:30AM	6	34	4	0	44	1	5	58	8	0	71	0	0	0	0	0	0	2
10:45AM	5	50	7	1	63	0	24	38	10	0	72	0	0	0	0	0	0	6
Hourly Total	22	137	20	1	180	2	45	181	42	0	268	0	0	0	0	0	0	9
11:00AM	5	54	3	0	62	0	11	42	9	0	62	0	0	0	1	0	1	1
11:15AM	7	41	4	0	52	1	12	48	6	0	66	0	0	0	0	0	0	4
11:30AM	6	53	3	0	62	0	9	43	15	0	67	0	0	0	0	0	0	2
11:45AM	5	53	9	0	67	1	15	54	15	0	84	0	0	0	0	0	0	4
Hourly Total	23	201	19	0	243	2	47	187	45	0	279	0	0	0	1	0	1	11
12:00PM	5	59	8	0	72	4	22	69	9	0	100	0	0	0	0	0	0	2
12:15PM	12	69	7	0	88	4	9	65	16	0	90	0	0	0	0	0	0	4
12:30PM	9	70	9	0	88	5	9	53	11	0	73	0	0	0	0	0	0	1
12:45PM	4	40	10	0	54	3	13	63	13	0	89	0	0	0	1	0	1	2
Hourly Total	30	238	34	0	302	16	53	250	49	0	352	0	0	0	1	0	1	9
1:00PM	9	49	14	0	72	5	16	61	14	0	91	1	0	0	0	0	0	4
1:15PM	6	61	14	0	81	8	13	60	18	0	91	0	0	0	0	0	0	1
1:30PM	8	49	11	0	68	2	12	69	16	0	97	0	0	0	0	0	0	6
1:45PM	9	43	16	0	68	6	7	53	12	0	72	0	0	0	0	0	0	2
Hourly Total	32	202	55	0	289	21	48	243	60	0	351	1	0	0	0	0	0	13
2:00PM	11	55	12	0	78	1	6	68	14	0	88	0	0	0	0	0	0	7
2:15PM	13	44	12	0	69	0	7	55	8	0	70	0	0	0	0	0	0	0
2:30PM	9	53	14	0	76	5	12	46	9	0	67	0	0	0	0	0	0	1
2:45PM	13	53	12	0	78	2	12	59	10	0	81	0	0	0	0	0	0	3
Hourly Total	46	205	50	0	301	8	37	228	41	0	306	0	0	0	0	0	0	11
3:00PM	10	49	11	0	70	3	10	49	14	0	73	0	0	0	0	0	0	2
3:15PM	9	62	8	0	79	4	10	55	10	0	75	0	0	0	0	0	0	6
3:30PM	6	76	8	0	90	2	11	51	12	0	74	0	0	0	0	0	0	3
3:45PM	7	45	10	0	62	8	10	56	12	0	78	0	0	0	0	0	0	3
Hourly Total	32	232	37	0	301	17	41	211	48	0	300	0	0	0	0	0	0	14
4:00PM	11	70	5	0	86	5	11	52	12	0	75	0	0	0	1	0	1	7
4:15PM	14	87	11	0	112	1	13	70	18	0	101	0	0	0	0	0	0	7
4:30PM	10	64	5	0	79	1	10	66	8	0	84	0	0	0	0	0	0	1
4:45PM	4	82	15	0	101	0	3	60	11	0	74	0	0	0	1	0	1	5
Hourly Total	39	303	36	0	378	7	37	248	49	0	334	0	0	0	2	0	2	20
5:00PM	11	85	14	0	110	9	11	66	10	0	87	0	0	0	0	0	0	3
5:15PM	12	70	12	0	94	2	11	72	1	0	84	0	0	0	0	0	0	1
5:30PM	5	59	12	0	76	1	6	67	7	0	80	0	0	0	0	0	0	7
5:45PM	6	58	13	0	77	0	10	58	6	0	74	0	0	0	1	0	1	4
Hourly Total	34	272	51	0	357	12	38	263	24	0	325	0	0	0	1	0	1	15
6:00PM	4	44	9	0	57	12	12	56	7	0	75	0	0	0	0	0	0	3
6:15PM	6	59	5	0	70	3	4	49	5	0	58	0	0	0	0	0	0	11
6:30PM	5	48	6	0	59	0	4	52	5	0	61	0	0	0	0	0	0	5
6:45PM	6	44	13	0	63	0	10	59	1	0	70	0	0	0	0	0	0	0
Hourly Total	21	195	33	0	249	15	30	216	18	0	264	0	0	0	0	0	0	19
7:00PM	8	38	8	0	54	0	6	39	2	0	47	0	0	0	0	0	0	0
7:15PM	3	27	5	0	35	0	7	52	5	0	64	0	0	0	0	0	0	1
7:30PM	3	44	9	0	56	1	5	45	0	0	50	2	0	0	0	0	0	3
7:45PM	4	46	5	0	55	1	7	38	2	0	47	1	0	0	0	0	0	11
Hourly Total	18	155	27	0	200	2	25	174	9	0	208	3	0	0	0	0	0	15
8:00PM	4	50	12	0	66	0	3	30	9	0	42	0	0	0	0	0	0	10
8:15PM	2	35	1	0	38	0	4	34	2	0	40	0	0	0	0	0	0	1
8:30PM	1	31	6	0	38	0	3	32	1	0	36	0	0	0	0	0	0	0
8:45PM	4	28	8	0	40	0	2	27	2	0	31	0	0	0	0	0	0	5
Hourly Total	11	144	27	0	182	0	12	123	14	0	149	0	0	0	0	0	0	16
9:00PM	5	39	6	0	50	0	2	31	3	0	36	0	0	0	0	0	0	1
9:15PM	3	28	5	0	36	0	1	34	3	0	38	0	0	0	1	0	1	2
9:30PM	3	26	3	0	32	0	5	28	3	0	36	0	0	0	0	0	0	3
9:45PM	4	23	1	0	28	0	1	32	3	0	36	0	0	0	0	0	0	0
Hourly Total	15	116	15	0	146	0	9	125	12	0	146	0	0	0	1	0	1	6
10:00PM	5	24	1	0	30	0	1	27	4	0	32	0	0	0	0	0	0	0
10:15PM	6	22	6	0	34	0	0	18	1	0	19	0	0	0	0	0	0	1

Leg Direction	W Dickson Street Eastbound						W Dickson Street Westbound						N Block Avenue Northbound					
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*
10:30PM	6	16	4	0	26	0	0	24	0	0	24	0	0	0	0	0	0	0
10:45PM	3	20	1	0	24	0	0	21	0	0	21	0	0	0	0	0	0	0
Hourly Total	20	82	12	0	114	0	1	90	5	0	96	0	0	0	0	0	0	1
11:00PM	0	11	1	0	12	0	0	17	2	0	19	0	1	0	0	0	1	3
11:15PM	1	15	2	0	18	0	0	21	1	0	22	0	0	0	0	0	0	0
11:30PM	0	17	2	0	19	0	1	20	3	0	24	0	0	0	0	0	0	3
11:45PM	5	13	3	0	21	0	1	15	0	0	16	0	0	0	0	0	0	0
Hourly Total	6	56	8	0	70	0	2	73	6	0	81	0	1	0	0	0	1	6
Total	394	2954	500	1	3849	141	553	3261	516	1	4331	5	1	0	7	0	8	185
% Approach	10.2%	76.7%	13.0%	0%	-	-	12.8%	75.3%	11.9%	0%	-	-	12.5%	0%	87.5%	0%	-	-
% Total	4.3%	31.9%	5.4%	0%	41.6%	-	6.0%	35.2%	5.6%	0%	46.8%	-	0%	0%	0.1%	0%	0.1%	-
Lights	388	2938	494	1	3821	-	552	3194	507	1	4254	-	1	0	7	0	8	-
% Lights	98.5%	99.5%	98.8%	100%	99.3%	-	99.8%	97.9%	98.3%	100%	98.2%	-	100%	0%	100%	0%	100%	-
Articulated Trucks	1	3	0	0	4	-	0	5	0	0	5	-	0	0	0	0	0	-
% Articulated Trucks	0.3%	0.1%	0%	0%	0.1%	-	0%	0.2%	0%	0%	0.1%	-	0%	0%	0%	0%	0%	-
Buses and Single-Unit Trucks	5	13	6	0	24	-	1	62	9	0	72	-	0	0	0	0	0	-
% Buses and Single-Unit Trucks	1.3%	0.4%	1.2%	0%	0.6%	-	0.2%	1.9%	1.7%	0%	1.7%	-	0%	0%	0%	0%	0%	-
Pedestrians	-	-	-	-	-	139	-	-	-	-	-	5	-	-	-	-	-	180
% Pedestrians	-	-	-	-	-	98.6%	-	-	-	-	-	100%	-	-	-	-	-	97.3%
Bicycles on Crosswalk	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	5
% Bicycles on Crosswalk	-	-	-	-	-	1.4%	-	-	-	-	-	0%	-	-	-	-	-	2.7%

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	N St Charles Avenue Southbound						Southwest Northeastbound		
Time	L	T	R	U	App	Ped*	App	Ped*	Int
2025-02-27 12:00AM	0	1	0	0	1	3	0	0	23
12:15AM	0	1	0	0	1	0	0	0	19
12:30AM	0	0	1	0	1	0	0	0	16
12:45AM	0	0	0	0	0	0	0	0	19
Hourly Total	0	2	1	0	3	3	0	0	77
1:00AM	0	0	2	0	2	1	0	0	12
1:15AM	1	0	0	0	1	0	0	0	15
1:30AM	2	0	0	0	2	1	0	0	6
1:45AM	0	0	0	0	0	0	0	0	15
Hourly Total	3	0	2	0	5	2	0	0	48
2:00AM	0	0	0	0	0	0	0	0	10
2:15AM	0	0	0	0	0	0	0	0	5
2:30AM	0	0	0	0	0	0	0	0	7
2:45AM	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	0	23
3:00AM	0	0	1	0	1	0	0	0	3
3:15AM	0	0	0	0	0	0	0	0	2
3:30AM	0	0	0	0	0	0	0	0	1
3:45AM	1	0	0	0	1	0	0	0	3
Hourly Total	1	0	1	0	2	0	0	0	9
4:00AM	0	0	0	0	0	0	0	0	5
4:15AM	0	0	0	0	0	0	0	0	1
4:30AM	0	0	0	0	0	0	0	0	9
4:45AM	2	0	0	0	2	0	0	0	5
Hourly Total	2	0	0	0	2	0	0	0	20
5:00AM	2	0	0	0	2	0	0	0	6
5:15AM	0	1	1	0	2	0	0	0	7
5:30AM	1	0	0	0	1	0	0	0	10
5:45AM	1	0	0	0	1	0	0	0	13
Hourly Total	4	1	1	0	6	0	0	0	36
6:00AM	0	0	2	0	2	0	0	0	20
6:15AM	1	0	0	0	1	0	0	0	14
6:30AM	2	1	0	0	3	1	0	0	29
6:45AM	0	1	0	0	1	1	0	0	29
Hourly Total	3	2	2	0	7	2	0	0	92
7:00AM	1	1	3	0	5	0	0	0	34
7:15AM	4	0	4	0	8	1	0	0	52
7:30AM	1	4	3	0	8	3	0	2	86
7:45AM	4	1	10	0	15	0	0	0	136
Hourly Total	10	6	20	0	36	4	0	2	308
8:00AM	7	4	5	0	16	2	0	0	116
8:15AM	3	3	5	0	11	0	0	0	135
8:30AM	5	4	6	0	15	1	0	0	147
8:45AM	7	4	5	0	16	2	0	3	124
Hourly Total	22	15	21	0	58	5	0	3	522
9:00AM	5	2	9	0	16	4	0	3	113
9:15AM	6	1	3	0	10	3	0	0	115
9:30AM	6	3	14	0	23	2	0	0	119
9:45AM	12	3	4	0	19	1	0	1	115
Hourly Total	29	9	30	0	68	10	0	4	462
10:00AM	4	3	7	0	14	2	0	0	105
10:15AM	11	1	9	0	21	1	0	0	128

Leg Direction	N St Charles Avenue Southbound						Southwest Northeastbound		
Time	L	T	R	U	App	Ped*	App	Ped*	Int
10:30AM	9	1	14	0	24	2	0	0	139
10:45AM	9	4	11	0	24	3	0	0	159
Hourly Total	33	9	41	0	83	8	0	0	531
11:00AM	8	2	11	0	21	3	0	4	146
11:15AM	9	4	9	0	22	4	0	2	140
11:30AM	6	3	6	0	15	1	0	3	144
11:45AM	12	5	15	0	32	1	0	2	183
Hourly Total	35	14	41	0	90	9	0	11	613
12:00PM	9	2	13	0	24	6	0	1	196
12:15PM	12	0	9	0	21	8	0	2	199
12:30PM	8	2	11	0	21	6	0	3	182
12:45PM	10	2	13	0	25	3	0	2	169
Hourly Total	39	6	46	0	91	23	0	8	746
1:00PM	13	3	6	0	22	11	0	0	185
1:15PM	12	5	14	0	31	6	0	2	203
1:30PM	10	3	9	0	22	5	0	2	187
1:45PM	7	6	14	0	27	3	0	0	167
Hourly Total	42	17	43	0	102	25	0	4	742
2:00PM	9	5	12	0	26	0	0	1	192
2:15PM	5	2	15	0	22	11	0	0	161
2:30PM	4	2	5	0	11	3	0	2	154
2:45PM	5	8	7	0	20	2	0	0	179
Hourly Total	23	17	39	0	79	16	0	3	686
3:00PM	5	2	9	0	16	7	0	4	159
3:15PM	5	2	8	0	15	3	0	2	169
3:30PM	7	8	7	0	22	7	0	2	186
3:45PM	6	4	12	0	22	4	0	2	162
Hourly Total	23	16	36	0	75	21	0	10	676
4:00PM	5	0	9	0	14	10	0	4	176
4:15PM	8	3	12	0	23	3	0	0	236
4:30PM	6	11	13	0	30	1	0	2	193
4:45PM	2	6	14	0	22	3	0	1	198
Hourly Total	21	20	48	0	89	17	0	7	803
5:00PM	10	5	13	0	28	6	0	3	225
5:15PM	7	3	5	0	15	0	0	2	193
5:30PM	8	1	12	0	21	3	0	0	177
5:45PM	6	2	10	0	18	5	0	0	170
Hourly Total	31	11	40	0	82	14	0	5	765
6:00PM	8	2	9	0	19	4	0	0	151
6:15PM	6	2	9	0	17	1	0	0	145
6:30PM	5	3	16	0	24	0	0	0	144
6:45PM	2	4	8	0	14	0	0	0	147
Hourly Total	21	11	42	0	74	5	0	0	587
7:00PM	4	3	4	0	11	0	0	0	112
7:15PM	3	0	2	0	5	2	0	0	104
7:30PM	2	0	4	0	6	1	0	0	112
7:45PM	4	0	12	0	16	1	0	0	118
Hourly Total	13	3	22	0	38	4	0	0	446
8:00PM	7	0	6	0	13	0	0	0	121
8:15PM	1	2	2	0	5	0	0	1	83
8:30PM	4	0	3	0	7	0	0	0	81
8:45PM	2	1	2	0	5	0	0	0	76
Hourly Total	14	3	13	0	30	0	0	1	361
9:00PM	2	0	3	0	5	0	0	0	91
9:15PM	7	3	6	0	16	0	0	0	91
9:30PM	0	1	5	0	6	0	0	0	74
9:45PM	1	0	3	0	4	0	0	0	68
Hourly Total	10	4	17	0	31	0	0	0	324
10:00PM	0	1	0	0	1	0	0	0	63
10:15PM	0	2	2	0	4	3	0	0	57

Leg Direction	N St Charles Avenue Southbound						Southwest Northeastbound		
Time	L	T	R	U	App	Ped*	App	Ped*	Int
10:30PM	1	0	1	0	2	0	0	0	52
10:45PM	1	1	0	0	2	0	0	0	47
Hourly Total	2	4	3	0	9	3	0	0	219
11:00PM	4	1	2	0	7	0	0	0	39
11:15PM	0	0	1	0	1	0	0	0	41
11:30PM	0	0	2	0	2	2	0	0	45
11:45PM	0	0	1	0	1	0	0	0	38
Hourly Total	4	1	6	0	11	2	0	0	163
Total	385	171	515	0	1071	173	0	58	9259
% Approach	35.9%	16.0%	48.1%	0%	-	-	-	-	-
% Total	4.2%	1.8%	5.6%	0%	11.6%	-	0%	-	-
Lights	378	168	511	0	1057	-	0	-	9140
% Lights	98.2%	98.2%	99.2%	0%	98.7%	-	-	-	98.7%
Articulated Trucks	0	0	0	0	0	-	0	-	9
% Articulated Trucks	0%	0%	0%	0%	0%	-	-	-	0.1%
Buses and Single-Unit Trucks	7	3	4	0	14	-	0	-	110
% Buses and Single-Unit Trucks	1.8%	1.8%	0.8%	0%	1.3%	-	-	-	1.2%
Pedestrians	-	-	-	-	-	173	-	58	
% Pedestrians	-	-	-	-	-	100%	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N St Charles Avenue

Total: 1981

In: 1071 Out: 910

515 171 385

86

87

71

3

516

3261

553

1

In: 4331

Total: 7678

Out: 3347

[E] W Dickson Street

[W] W Dickson Street

Total: 7627
In: 3849 Out: 3778

394

2954

500

70

[SW] Southwest

24

105

80

17

Out: 1224 In: 8

Total: 1232

[S] N Block Avenue

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound							W Dickson Street Westbound							N Block Avenue Northbound						
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*	
2025-02-27 7:45AM	6	22	11	0	39	6		11	64	7	0	82	0		0	0	0	0	0	0	1
8:00AM	3	19	11	0	33	5		13	51	3	0	67	0		0	0	0	0	0	0	1
8:15AM	5	39	8	0	52	1		8	55	9	0	72	0		0	0	0	0	0	0	1
8:30AM	6	33	5	0	44	1		12	69	7	0	88	0		0	0	0	0	0	0	0
Total	20	113	35	0	168	13		44	239	26	0	309	0		0	0	0	0	0	0	3
% Approach	11.9%	67.3%	20.8%	0%	-	-		14.2%	77.3%	8.4%	0%	-	-		0%	0%	0%	0%	-	-	-
% Total	3.7%	21.2%	6.6%	0%	31.5%	-		8.2%	44.8%	4.9%	0%	57.9%	-		0%	0%	0%	0%	0%	-	-
PHF	0.833	0.724	0.795	-	0.808	-		0.846	0.866	0.722	-	0.878	-		-	-	-	-	-	-	-
Lights	20	111	34	0	165	-		44	235	25	0	304	-		0	0	0	0	0	0	-
% Lights	100%	98.2%	97.1%	0%	98.2%	-		100%	98.3%	96.2%	0%	98.4%	-		0%	0%	0%	0%	-	-	-
Articulated Trucks	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	0	-
% Articulated Trucks	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	-	-	-
Buses and Single-Unit Trucks	0	2	1	0	3	-		0	4	1	0	5	-		0	0	0	0	0	0	-
% Buses and Single-Unit Trucks	0%	1.8%	2.9%	0%	1.8%	-		0%	1.7%	3.8%	0%	1.6%	-		0%	0%	0%	0%	-	-	-
Pedestrians	-	-	-	-	-	13		-	-	-	-	-	0		-	-	-	-	-	-	3
% Pedestrians	-	-	-	-	-	100%		-	-	-	-	-	-		-	-	-	-	-	-	100%
Bicycles on Crosswalk	-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	-	0
% Bicycles on Crosswalk	-	-	-	-	-	0%		-	-	-	-	-	-		-	-	-	-	-	-	0%

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	N St Charles Avenue Southbound						Southwest Northeastbound		
Time	L	T	R	U	App	Ped*	App	Ped*	Int
2025-02-27 7:45AM	4	1	10	0	15	0	0	0	136
8:00AM	7	4	5	0	16	2	0	0	116
8:15AM	3	3	5	0	11	0	0	0	135
8:30AM	5	4	6	0	15	1	0	0	147
Total	19	12	26	0	57	3	0	0	534
% Approach	33.3%	21.1%	45.6%	0%	-	-	-	-	-
% Total	3.6%	2.2%	4.9%	0%	10.7%	-	0%	-	-
PHF	0.679	0.750	0.650	-	0.891	-	-	-	0.908
Lights	19	12	26	0	57	-	0	-	526
% Lights	100%	100%	100%	0%	100%	-	-	-	98.5%
Articulated Trucks	0	0	0	0	0	-	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	-	-	0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	-	8
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	-	-	1.5%
Pedestrians	-	-	-	-	-	3	-	0	
% Pedestrians	-	-	-	-	-	100%	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N St Charles Avenue

Total: 103
In: 57 Out: 46

26 12 19

1 2

[W] W Dickson Street

Total: 433
In: 168 Out: 265

12
20
113
35
1

26

239

44

Out: 132 In: 309

Total: 441

[E] W Dickson Street

Out: 91 In: 0
Total: 91

[S] N Block Avenue

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound						W Dickson Street Westbound						N Block Avenue Northbound					
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*
2025-02-27 11:45AM	5	53	9	0	67	1	15	54	15	0	84	0	0	0	0	0	0	4
12:00PM	5	59	8	0	72	4	22	69	9	0	100	0	0	0	0	0	0	2
12:15PM	12	69	7	0	88	4	9	65	16	0	90	0	0	0	0	0	0	4
12:30PM	9	70	9	0	88	5	9	53	11	0	73	0	0	0	0	0	0	1
Total	31	251	33	0	315	14	55	241	51	0	347	0	0	0	0	0	0	11
% Approach	9.8%	79.7%	10.5%	0%	-	-	15.9%	69.5%	14.7%	0%	-	-	0%	0%	0%	0%	-	-
% Total	4.1%	33.0%	4.3%	0%	41.4%	-	7.2%	31.7%	6.7%	0%	45.7%	-	0%	0%	0%	0%	0%	-
PHF	0.646	0.896	0.917	-	0.895	-	0.625	0.873	0.797	-	0.868	-	-	-	-	-	-	-
Lights	31	249	33	0	313	-	55	237	51	0	343	-	0	0	0	0	0	-
% Lights	100%	99.2%	100%	0%	99.4%	-	100%	98.3%	100%	0%	98.8%	-	0%	0%	0%	0%	-	-
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-
Buses and Single-Unit Trucks	0	2	0	0	2	-	0	4	0	0	4	-	0	0	0	0	0	-
% Buses and Single-Unit Trucks	0%	0.8%	0%	0%	0.6%	-	0%	1.7%	0%	0%	1.2%	-	0%	0%	0%	0%	-	-
Pedestrians	-	-	-	-	-	14	-	-	-	-	-	0	-	-	-	-	-	10
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	90.9%
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	9.1%

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	N St Charles Avenue Southbound							Southwest Northeastbound	
Time	L	T	R	U	App	Ped*	App	Ped*	Int
2025-02-27 11:45AM	12	5	15	0	32	1	0	2	183
12:00PM	9	2	13	0	24	6	0	1	196
12:15PM	12	0	9	0	21	8	0	2	199
12:30PM	8	2	11	0	21	6	0	3	182
Total	41	9	48	0	98	21	0	8	760
% Approach	41.8%	9.2%	49.0%	0%	-	-	-	-	-
% Total	5.4%	1.2%	6.3%	0%	12.9%	-	0%	-	-
PHF	0.854	0.450	0.800	-	0.766	-	-	-	0.955
Lights	41	9	48	0	98	-	0	-	754
% Lights	100%	100%	100%	0%	100%	-	-	-	99.2%
Articulated Trucks	0	0	0	0	0	-	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	-	-	0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	-	6
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	-	-	0.8%
Pedestrians	-	-	-	-	-	21	-	8	
% Pedestrians	-	-	-	-	-	100%	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	0%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N St Charles Avenue

Total: 180
In: 98 Out: 82

48 9 41

14

7

[W] W Dickson Street

Total: 604
In: 315 Out: 289

7

31

251

33

6

[SW] Southwest

2

6

5

Out: 97 In: 0
Total: 97

[S] N Block Avenue

51

241

55

Out: 292 In: 347
Total: 639

[E] W Dickson Street

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound							W Dickson Street Westbound							N Block Avenue Northbound						
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*	
2025-02-27 4:15PM	14	87	11	0	112	1		13	70	18	0	101	0		0	0	0	0	0	0	7
4:30PM	10	64	5	0	79	1		10	66	8	0	84	0		0	0	0	0	0	0	1
4:45PM	4	82	15	0	101	0		3	60	11	0	74	0		0	0	1	0	1	5	
5:00PM	11	85	14	0	110	9		11	66	10	0	87	0		0	0	0	0	0	3	
Total	39	318	45	0	402	11		37	262	47	0	346	0		0	0	1	0	1	16	
% Approach	9.7%	79.1%	11.2%	0%	-	-		10.7%	75.7%	13.6%	0%	-	-		0%	0%	100%	0%	-	-	
% Total	4.6%	37.3%	5.3%	0%	47.2%	-		4.3%	30.8%	5.5%	0%	40.6%	-		0%	0%	0.1%	0%	0.1%	-	
PHF	0.696	0.914	0.750	-	0.897	-		0.712	0.936	0.653	-	0.856	-		-	-	0.250	-	0.250	-	
Lights	39	318	45	0	402	-		37	254	45	0	336	-		0	0	1	0	1	-	
% Lights	100%	100%	100%	0%	100%	-		100%	96.9%	95.7%	0%	97.1%	-		0%	0%	100%	0%	100%	-	
Articulated Trucks	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-	
% Articulated Trucks	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-	
Buses and Single-Unit Trucks	0	0	0	0	0	-		0	8	2	0	10	-		0	0	0	0	0	-	
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-		0%	3.1%	4.3%	0%	2.9%	-		0%	0%	0%	0%	0%	-	
Pedestrians	-	-	-	-	-	11		-	-	-	-	-	0		-	-	-	-	-	16	
% Pedestrians	-	-	-	-	-	100%		-	-	-	-	-	-		-	-	-	-	-	100%	
Bicycles on Crosswalk	-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%		-	-	-	-	-	-		-	-	-	-	-	0%	

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	N St Charles Avenue Southbound						Southwest Northeastbound		
Time	L	T	R	U	App	Ped*	App	Ped*	Int
2025-02-27 4:15PM	8	3	12	0	23	3	0	0	236
4:30PM	6	11	13	0	30	1	0	2	193
4:45PM	2	6	14	0	22	3	0	1	198
5:00PM	10	5	13	0	28	6	0	3	225
Total	26	25	52	0	103	13	0	6	852
% Approach	25.2%	24.3%	50.5%	0%	-	-	-	-	-
% Total	3.1%	2.9%	6.1%	0%	12.1%	-	0%	-	-
PHF	0.650	0.568	0.929	-	0.858	-	-	-	0.903
Lights	25	24	52	0	101	-	0	-	840
% Lights	96.2%	96.0%	100%	0%	98.1%	-	-	-	98.6%
Articulated Trucks	0	0	0	0	0	-	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	-	-	0%
Buses and Single-Unit Trucks	1	1	0	0	2	-	0	-	12
% Buses and Single-Unit Trucks	3.8%	4.0%	0%	0%	1.9%	-	-	-	1.4%
Pedestrians	-	-	-	-	-	13	-	6	
% Pedestrians	-	-	-	-	-	100%	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	0%	

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. Dickson Street at St Charles Avenue/Block... - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272706, Location: 36.066319, -94.160601



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N St Charles Avenue

Total: 189
In: 103 Out: 86

52 25 26

7

6

[W] W Dickson Street

Total: 716
In: 402 Out: 314

4

39

318

45

7

[SW] Southwest

1

10

6

1

Out: 107 In: 1
Total: 108

[S] N Block Avenue

47

262

37

Out: 345 In: 346
Total: 691

[E] W Dickson Street

Total: 691

In: 346

Out: 345

[E] W Dickson Street

Total: 691

In: 346

Out: 345

[E] W Dickson Street

Total: 691

In: 346

Out: 345

[E] W Dickson Street

Total: 691

In: 346

Out: 345

[E] W Dickson Street

Total: 691

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[E] W Dickson Street

Total: 691

In: 346

Out: 345

[E] W Dickson Street

Total: 691

In: 346

3. Dickson Street at Alleyway - TMC

Thu Feb 27, 2025

Full Length (11 AM-1 PM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272707, Location: 36.066325, -94.161118



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					Alleyway Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2025-02-27 11:00AM	62	0	0	62	0	1	50	0	51	0	2	1	0	3	2	116
11:15AM	51	0	0	51	0	0	58	0	58	0	0	0	0	0	5	109
11:30AM	62	0	0	62	0	0	47	0	47	0	0	0	0	0	3	109
11:45AM	69	0	0	69	0	0	71	0	71	0	0	0	0	0	6	140
Hourly Total	244	0	0	244	0	1	226	0	227	0	2	1	0	3	16	474
12:00PM	69	0	0	69	0	1	80	1	82	0	0	1	0	1	4	152
12:15PM	86	0	0	86	0	0	72	0	72	0	0	1	0	1	15	159
12:30PM	86	0	0	86	0	0	62	0	62	0	0	0	0	0	5	148
12:45PM	55	1	0	56	0	0	74	0	74	1	0	0	0	0	5	130
Hourly Total	296	1	0	297	0	1	288	1	290	1	0	2	0	2	29	589
4:00PM	96	1	0	97	0	0	64	0	64	1	0	0	0	0	7	161
4:15PM	113	0	0	113	0	0	81	0	81	0	0	2	0	2	12	196
4:30PM	86	0	0	86	0	1	80	0	81	1	0	0	0	0	5	167
4:45PM	106	1	0	107	0	0	73	0	73	0	0	1	0	1	5	181
Hourly Total	401	2	0	403	0	1	298	0	299	2	0	3	0	3	29	705
5:00PM	105	0	0	105	0	0	82	0	82	1	1	1	0	2	9	189
5:15PM	92	0	0	92	0	0	76	0	76	0	0	0	0	0	17	168
5:30PM	75	0	0	75	0	0	82	0	82	0	0	0	0	0	6	157
5:45PM	76	0	0	76	0	0	68	0	68	0	0	0	0	0	7	144
Hourly Total	348	0	0	348	0	0	308	0	308	1	1	1	0	2	39	658
Total	1289	3	0	1292	0	3	1120	1	1124	4	3	7	0	10	113	2426
% Approach	99.8%	0.2%	0%	-	-	0.3%	99.6%	0.1%	-	-	30.0%	70.0%	0%	-	-	-
% Total	53.1%	0.1%	0%	53.3%	-	0.1%	46.2%	0%	46.3%	-	0.1%	0.3%	0%	0.4%	-	-
Lights	1283	3	0	1286	-	3	1099	1	1103	-	3	7	0	10	-	2399
% Lights	99.5%	100%	0%	99.5%	-	100%	98.1%	100%	98.1%	-	100%	100%	0%	100%	-	98.9%
Articulated Trucks	1	0	0	1	-	0	1	0	1	-	0	0	0	0	-	2
% Articulated Trucks	0.1%	0%	0%	0.1%	-	0%	0.1%	0%	0.1%	-	0%	0%	0%	0%	-	0.1%
Buses and Single-Unit Trucks	5	0	0	5	-	0	20	0	20	-	0	0	0	0	-	25
% Buses and Single-Unit Trucks	0.4%	0%	0%	0.4%	-	0%	1.8%	0%	1.8%	-	0%	0%	0%	0%	-	1.0%
Pedestrians	-	-	-	-	0	-	-	-	-	4	-	-	-	-	108	
% Pedestrians	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	95.6%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	5	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	4.4%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. Dickson Street at Alleyway - TMC

Thu Feb 27, 2025

Full Length (11 AM-1 PM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

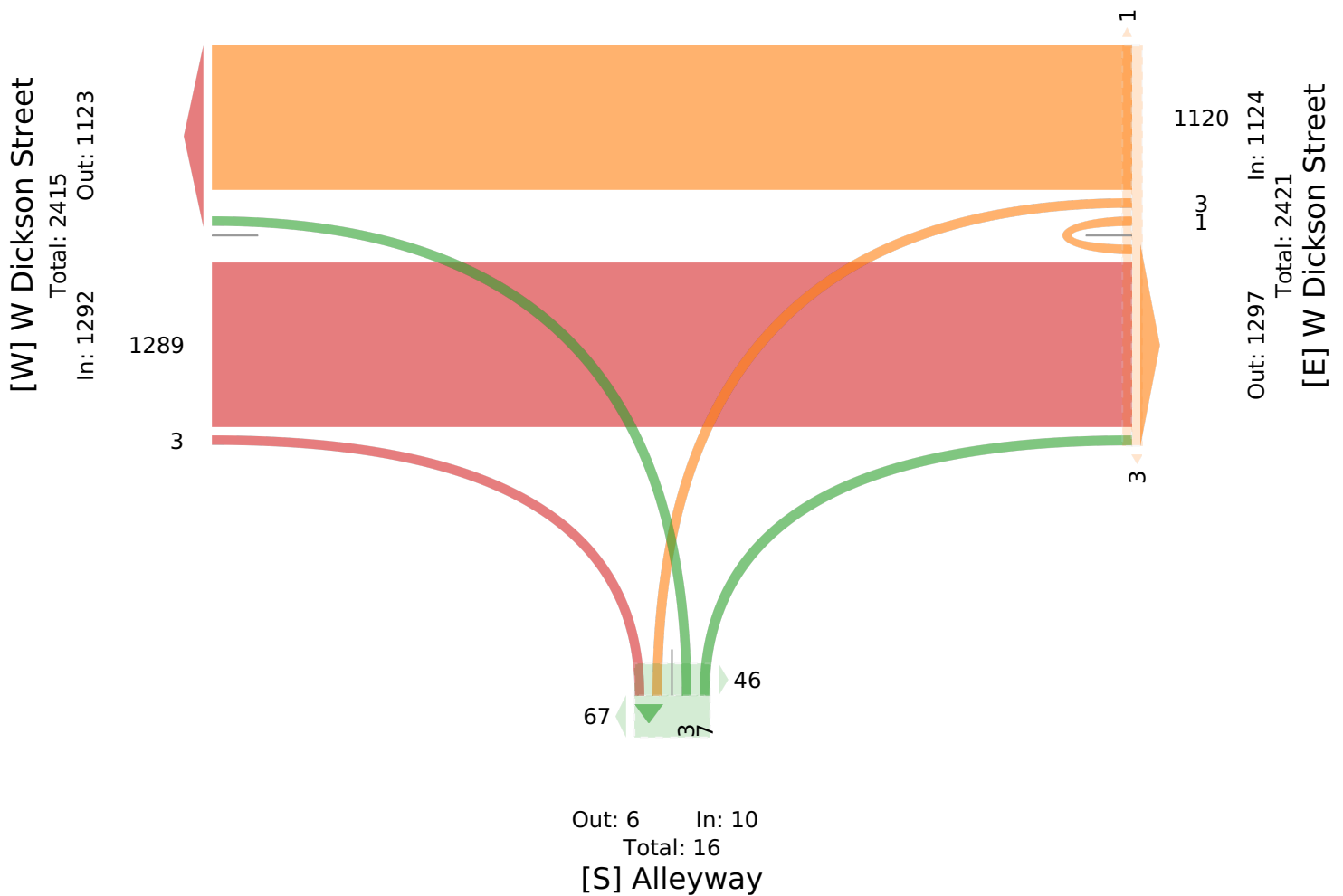
All Movements

ID: 1272707, Location: 36.066325, -94.161118



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. Dickson Street at Alleyway - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272707, Location: 36.066325, -94.161118



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					Alleyway Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2025-02-27 11:45AM	69	0	0	69	0	0	71	0	71	0	0	0	0	0	6	140
12:00PM	69	0	0	69	0	1	80	1	82	0	0	1	0	1	4	152
12:15PM	86	0	0	86	0	0	72	0	72	0	0	1	0	1	15	159
12:30PM	86	0	0	86	0	0	62	0	62	0	0	0	0	0	5	148
Total	310	0	0	310	0	1	285	1	287	0	0	2	0	2	30	599
% Approach	100%	0%	0%	-	-	0.3%	99.3%	0.3%	-	-	0%	100%	0%	-	-	-
% Total	51.8%	0%	0%	51.8%	-	0.2%	47.6%	0.2%	47.9%	-	0%	0.3%	0%	0.3%	-	-
PHF	0.901	-	-	0.901	-	0.250	0.891	0.250	0.875	-	-	0.500	-	0.500	-	0.942
Lights	308	0	0	308	-	1	280	1	282	-	0	2	0	2	-	592
% Lights	99.4%	0%	0%	99.4%	-	100%	98.2%	100%	98.3%	-	0%	100%	0%	100%	-	98.8%
Articulated Trucks	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	2	0	0	2	-	0	5	0	5	-	0	0	0	0	-	7
% Buses and Single-Unit Trucks	0.6%	0%	0%	0.6%	-	0%	1.8%	0%	1.7%	-	0%	0%	0%	0%	-	1.2%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	29	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	96.7%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.3%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. Dickson Street at Alleyway - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

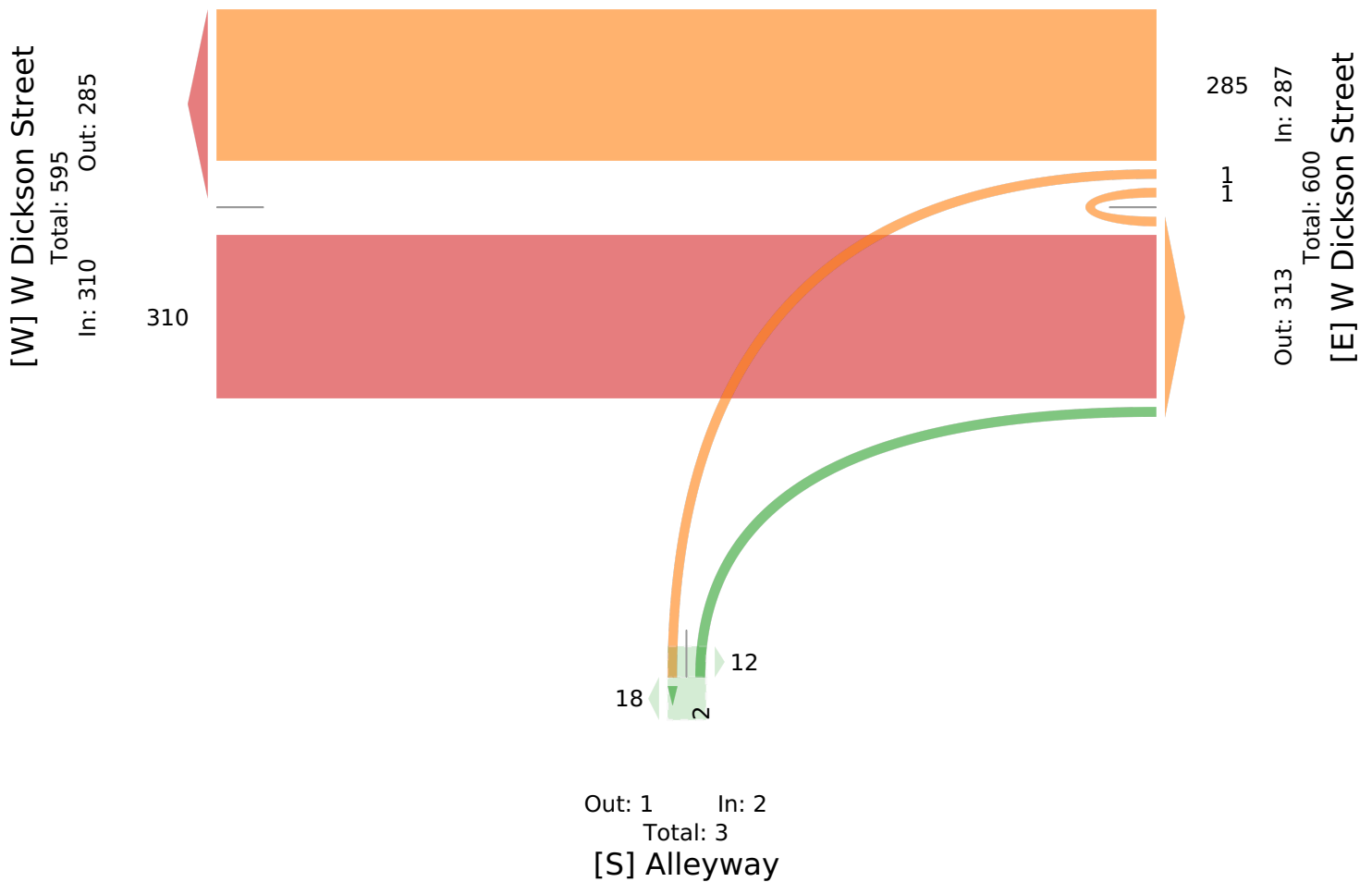
All Movements

ID: 1272707, Location: 36.066325, -94.161118



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. Dickson Street at Alleyway - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272707, Location: 36.066325, -94.161118



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Dickson Street Eastbound					W Dickson Street Westbound					Alleyway Northbound					
Time	T	R	U	App	Ped*	L	T	U	App	Ped*	L	R	U	App	Ped*	Int
2025-02-27 4:15PM	113	0	0	113	0	0	81	0	81	0	0	2	0	2	12	196
4:30PM	86	0	0	86	0	1	80	0	81	1	0	0	0	0	5	167
4:45PM	106	1	0	107	0	0	73	0	73	0	0	1	0	1	5	181
5:00PM	105	0	0	105	0	0	82	0	82	1	1	1	0	2	9	189
Total	410	1	0	411	0	1	316	0	317	2	1	4	0	5	31	733
% Approach	99.8%	0.2%	0%	-	-	0.3%	99.7%	0%	-	-	20.0%	80.0%	0%	-	-	-
% Total	55.9%	0.1%	0%	56.1%	-	0.1%	43.1%	0%	43.2%	-	0.1%	0.5%	0%	0.7%	-	-
PHF	0.907	0.250	-	0.909	-	0.250	0.963	-	0.966	-	0.250	0.500	-	0.625	-	0.935
Lights	410	1	0	411	-	1	308	0	309	-	1	4	0	5	-	725
% Lights	100%	100%	0%	100%	-	100%	97.5%	0%	97.5%	-	100%	100%	0%	100%	-	98.9%
Articulated Trucks	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	0	0	-	0	8	0	8	-	0	0	0	0	-	8
% Buses and Single-Unit Trucks	0%	0%	0%	0%	-	0%	2.5%	0%	2.5%	-	0%	0%	0%	0%	-	1.1%
Pedestrians	-	-	-	-	0	-	-	-	-	2	-	-	-	-	30	
% Pedestrians	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	96.8%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	3.2%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. Dickson Street at Alleyway - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

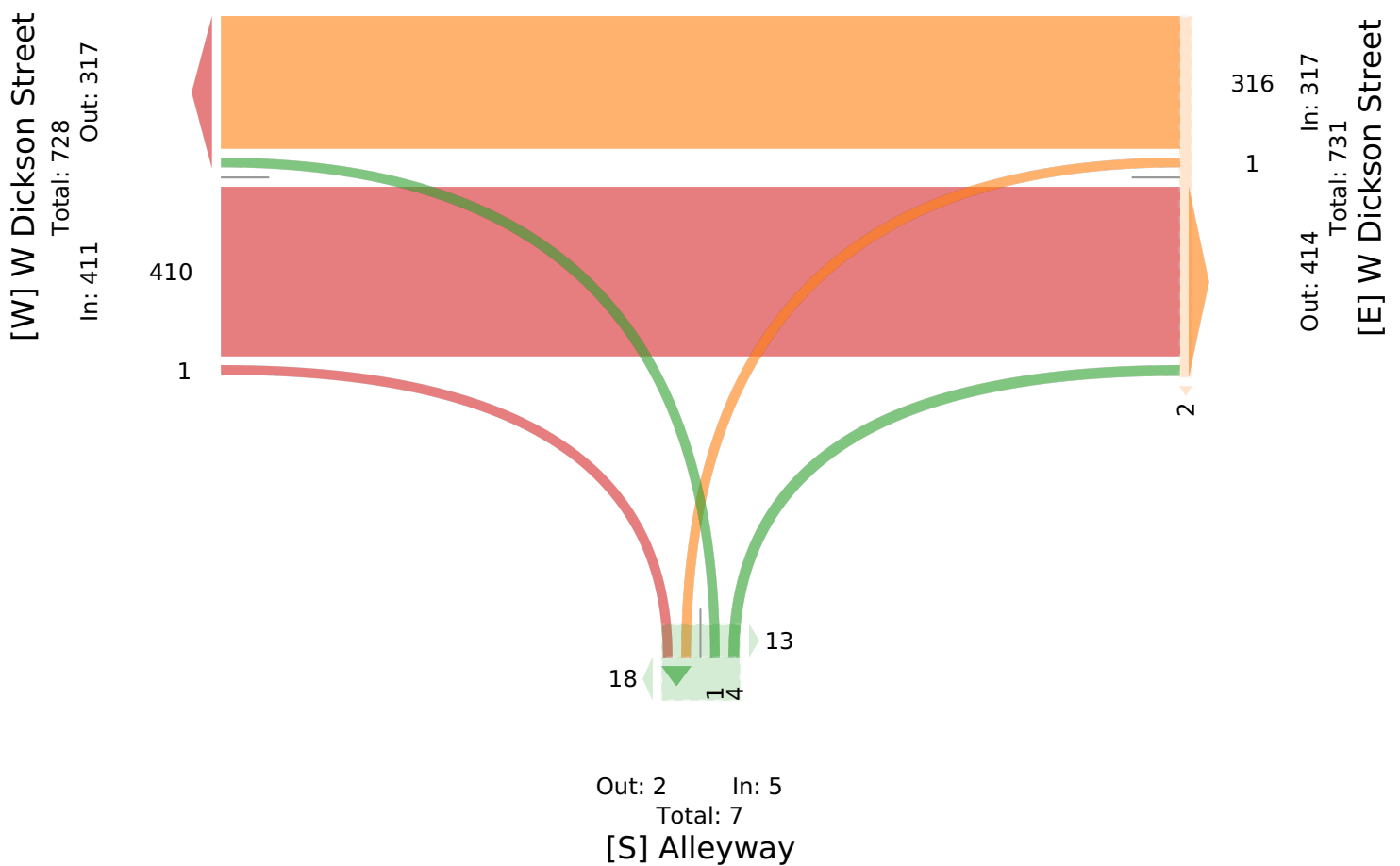
All Movements

ID: 1272707, Location: 36.066325, -94.161118



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



4. Spring Street at Alleyway - TMC

Thu Feb 27, 2025

Full Length (11 AM-1 PM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272708, Location: 36.064693, -94.161183



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						Alleyway Northbound						Alleyway Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 11:00AM	0	13	0	0	13	0	0	5	0	0	5	2	0	0	1	0	1	0	0	0	0	0	0	2	19
11:15AM	0	7	0	0	7	0	1	5	1	0	7	0	0	0	0	0	0	0	0	0	0	0	0	1	14
11:30AM	0	5	1	0	6	0	0	8	0	0	8	0	0	0	0	0	0	1	0	0	0	0	0	2	14
11:45AM	0	7	0	0	7	0	0	13	0	1	14	0	0	0	0	0	0	3	0	0	1	0	1	2	22
Hourly Total	0	32	1	0	33	0	1	31	1	1	34	2	0	0	1	0	1	4	0	0	1	0	1	7	69
12:00PM	1	15	0	0	16	0	0	7	0	0	7	0	0	0	0	0	0	1	0	0	1	0	1	4	24
12:15PM	1	9	0	0	10	0	0	10	0	0	10	0	0	0	0	0	0	3	0	0	0	0	0	0	20
12:30PM	0	10	0	0	10	0	0	7	0	0	7	0	0	0	0	0	0	2	2	0	0	0	2	3	19
12:45PM	0	8	0	1	9	0	1	8	0	0	9	0	0	0	0	0	0	0	0	0	1	0	1	6	19
Hourly Total	2	42	0	1	45	0	1	32	0	0	33	0	0	0	0	0	0	6	2	0	2	0	4	13	82
4:00PM	0	17	0	0	17	0	1	7	0	0	8	0	0	0	0	0	0	3	0	0	0	0	0	1	25
4:15PM	0	14	1	0	15	0	0	8	0	0	8	0	0	0	0	0	0	1	0	0	0	0	0	2	23
4:30PM	0	18	0	0	18	1	0	8	0	0	8	0	0	0	0	0	0	3	0	0	0	0	0	1	26
4:45PM	0	15	0	0	15	0	0	8	0	0	8	0	0	0	0	0	0	3	1	0	1	0	2	1	25
Hourly Total	0	64	1	0	65	1	1	31	0	0	32	0	0	0	0	0	0	10	1	0	1	0	2	5	99
5:00PM	0	14	0	0	14	0	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	1	22
5:15PM	1	10	0	0	11	1	0	8	0	0	8	0	0	0	1	0	1	2	0	0	0	0	0	0	20
5:30PM	1	10	0	0	11	0	0	8	0	0	8	0	1	0	0	0	1	3	1	0	0	0	1	0	21
5:45PM	0	7	1	0	8	2	0	5	0	0	5	0	0	0	0	0	0	2	0	0	0	0	0	0	13
Hourly Total	2	41	1	0	44	3	0	29	0	0	29	0	1	0	1	0	2	7	1	0	0	0	1	1	76
Total	4	179	3	1	187	4	3	123	1	1	128	2	1	0	2	0	3	27	4	0	4	0	8	26	326
% Approach	2.1%	95.7%	1.6%	0.5%	-	-	2.3%	96.1%	0.8%	0.8%	-	-	33.3%	0%	66.7%	0%	-	-	50.0%	0%	50.0%	0%	-	-	-
% Total	1.2%	54.9%	0.9%	0.3%	57.4%	-	0.9%	37.7%	0.3%	0.3%	39.3%	-	0.3%	0%	0.6%	0%	0.9%	-	1.2%	0%	1.2%	0%	2.5%	-	-
Lights	4	178	3	1	186	-	3	123	1	1	128	-	1	0	2	0	3	-	4	0	4	0	8	-	325
% Lights	100%	99.4%	100%	100%	99.5%	-	100%	100%	100%	100%	100%	-	100%	0%	100%	0%	100%	-	100%	0%	100%	0%	100%	-	99.7%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	1	0	0	1	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	1
% Buses and Single-Unit Trucks	0%	0.6%	0%	0%	0.5%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0.3%
Pedestrians	-	-	-	-	-	4	-	-	-	-	-	2	-	-	-	-	-	26	-	-	-	-	-	26	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	96.3%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	3.7%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Spring Street at Alleyway - TMC

Thu Feb 27, 2025

Full Length (11 AM-1 PM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272708, Location: 36.064693, -94.161183



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] Alleyway

Total: 13

In: 8 Out: 5

4 4

20

6

[W] W Spring Street

Total: 316

In: 187 Out: 129

1 4

179

3

2

2

1

123

1-3

In: 128

Total: 314

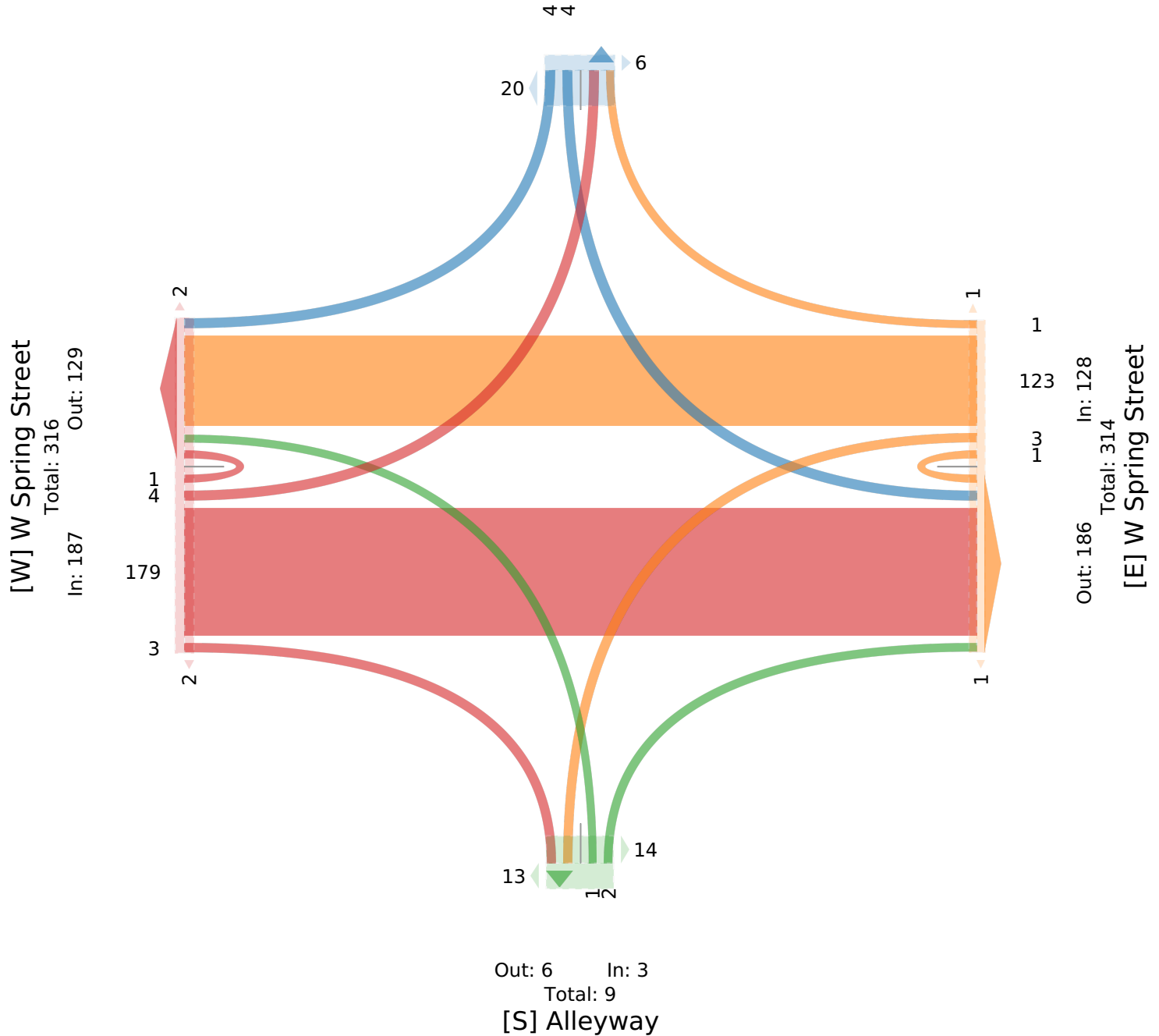
Out: 186

[E] W Spring Street

Out: 6 In: 3
Total: 9

[S] Alleyway

13 14



4. Spring Street at Alleyway - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272708, Location: 36.064693, -94.161183



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						Alleyway Northbound						Alleyway Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 11:45AM	0	7	0	0	7	0	0	13	0	1	14	0	0	0	0	0	0	3	0	0	1	0	1	2	22
12:00PM	1	15	0	0	16	0	0	7	0	0	7	0	0	0	0	0	0	1	0	0	1	0	1	4	24
12:15PM	1	9	0	0	10	0	0	10	0	0	10	0	0	0	0	0	0	3	0	0	0	0	0	0	20
12:30PM	0	10	0	0	10	0	0	7	0	0	7	0	0	0	0	0	0	2	2	0	0	0	2	3	19
Total	2	41	0	0	43	0	0	37	0	1	38	0	0	0	0	0	0	9	2	0	2	0	4	9	85
% Approach	4.7%	95.3%	0%	0%	-	-	0%	97.4%	0%	2.6%	-	-	0%	0%	0%	0%	-	-	50.0%	0%	50.0%	0%	-	-	-
% Total	2.4%	48.2%	0%	0%	50.6%	-	0%	43.5%	0%	1.2%	44.7%	-	0%	0%	0%	0%	0%	-	2.4%	0%	2.4%	0%	4.7%	-	-
PHF	0.500	0.683	-	-	0.672	-	-	0.712	-	0.250	0.679	-	-	-	-	-	-	-	0.250	-	0.500	-	0.500	-	0.885
Lights	2	41	0	0	43	-	0	37	0	1	38	-	0	0	0	0	0	-	2	0	2	0	4	-	85
% Lights	100%	100%	0%	0%	100%	-	0%	100%	0%	100%	100%	-	0%	0%	0%	0%	-	-	100%	0%	100%	0%	100%	-	100%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	0%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	9	-	-	-	-	-	9	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Spring Street at Alleyway - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

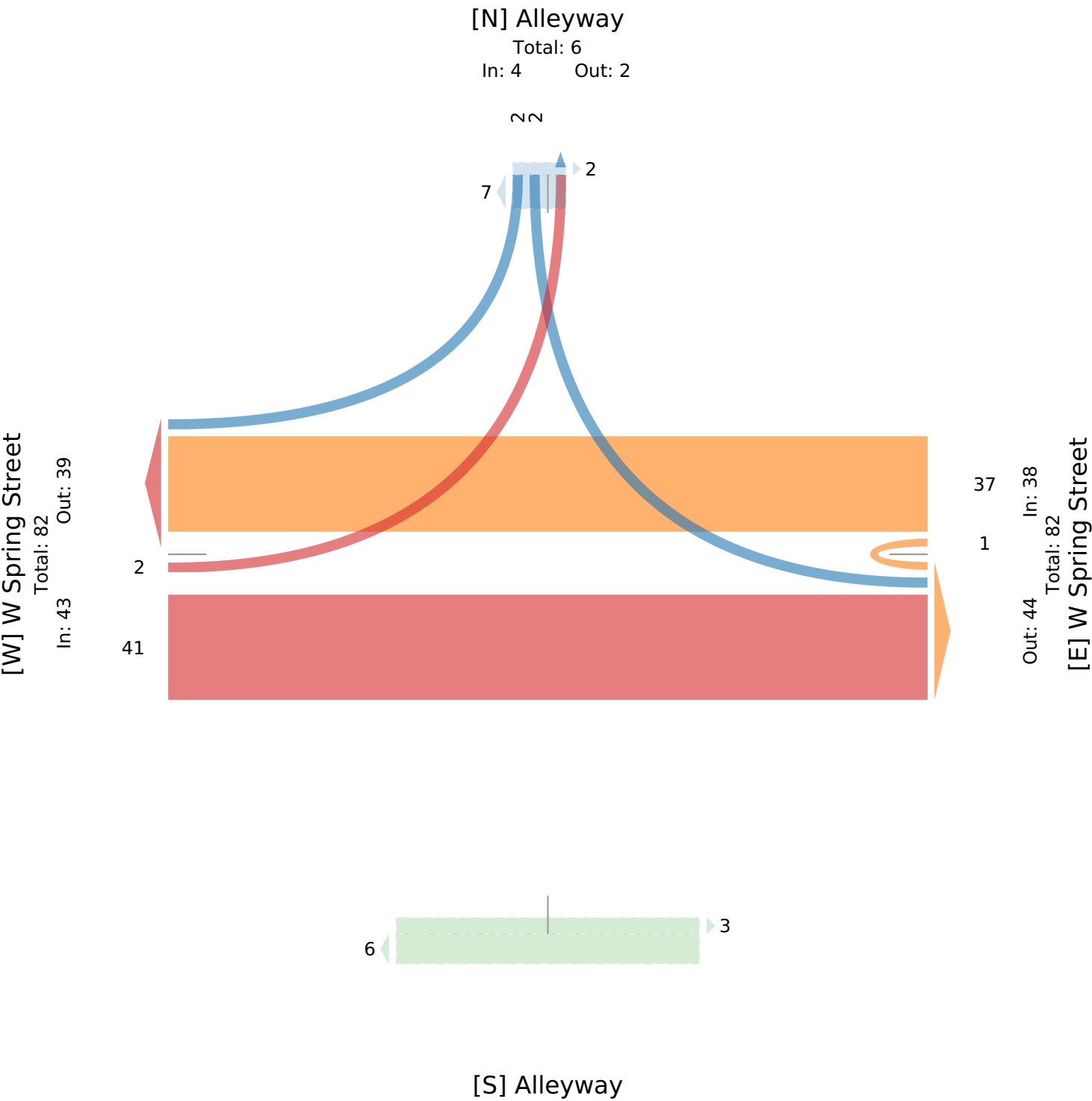
All Movements

ID: 1272708, Location: 36.064693, -94.161183



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



4. Spring Street at Alleyway - TMC

Thu Feb 27, 2025

PM Peak (4 PM - 5 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272708, Location: 36.064693, -94.161183



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						Alleyway Northbound						Alleyway Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 4:00PM	0	17	0	0	17	0	1	7	0	0	8	0	0	0	0	0	0	3	0	0	0	0	0	1	25
4:15PM	0	14	1	0	15	0	0	8	0	0	8	0	0	0	0	0	0	1	0	0	0	0	0	2	23
4:30PM	0	18	0	0	18	1	0	8	0	0	8	0	0	0	0	0	0	3	0	0	0	0	0	1	26
4:45PM	0	15	0	0	15	0	0	8	0	0	8	0	0	0	0	0	0	3	1	0	1	0	2	1	25
Total	0	64	1	0	65	1	1	31	0	0	32	0	0	0	0	0	0	10	1	0	1	0	2	5	99
% Approach	0%	98.5%	1.5%	0%	-	-	3.1%	96.9%	0%	0%	-	-	0%	0%	0%	0%	-	-	50.0%	0%	50.0%	0%	-	-	-
% Total	0%	64.6%	1.0%	0%	65.7%	-	1.0%	31.3%	0%	0%	32.3%	-	0%	0%	0%	0%	0%	-	1.0%	0%	1.0%	0%	2.0%	-	-
PHF	-	0.889	0.250	-	0.903	-	0.250	0.969	-	-	1.000	-	-	-	-	-	-	-	0.250	-	0.250	-	0.250	-	0.952
Lights	0	63	1	0	64	-	1	31	0	0	32	-	0	0	0	0	0	-	1	0	1	0	2	-	98
% Lights	0%	98.4%	100%	0%	98.5%	-	100%	100%	0%	0%	100%	-	0%	0%	0%	0%	-	-	100%	0%	100%	0%	100%	-	99.0%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	1	0	0	1	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	1
% Buses and Single-Unit Trucks	0%	1.6%	0%	0%	1.5%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	1.0%
Pedestrians	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	9	-	-	-	-	-	5	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	90.0%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	10.0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Spring Street at Alleyway - TMC

Thu Feb 27, 2025

PM Peak (4 PM - 5 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272708, Location: 36.064693, -94.161183



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] Alleyway

Total: 2

In: 2 Out: 0



2 3

[W] W Spring Street

Total: 97

In: 65 Out: 32

64

1

1

31

1

Out: 65 In: 32

Total: 97

[E] W Spring Street

Out: 2 In: 0
Total: 2

[S] Alleyway

3 7

5. Dickson Street at College Avenue - TMC

Thu Feb 27, 2025

Full Length (11 AM-1 PM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272709, Location: 36.066248, -94.157805



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	E Dickson Street Eastbound						E Dickson Street Westbound						College Avenue Northbound						College Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 11:00AM	45	11	20	0	76	0	16	2	21	0	39	0	16	191	7	0	214	2	4	164	29	0	197	0	526
11:15AM	47	8	16	0	71	0	12	5	2	0	19	0	19	198	8	0	225	0	8	189	33	0	230	0	545
11:30AM	48	8	13	0	69	0	13	6	10	0	29	3	17	215	8	0	240	3	12	178	30	0	220	0	558
11:45AM	42	13	16	0	71	0	6	7	9	0	22	0	17	191	11	0	219	0	8	229	44	0	281	0	593
Hourly Total	182	40	65	0	287	0	47	20	42	0	109	3	69	795	34	0	898	5	32	760	136	0	928	0	2222
12:00PM	52	10	24	0	86	0	9	14	7	0	30	1	31	211	11	0	253	0	7	185	39	0	231	0	600
12:15PM	50	6	32	0	88	0	10	4	5	0	19	0	23	201	13	0	237	0	11	210	50	0	271	0	615
12:30PM	57	10	15	0	82	1	7	2	3	0	12	3	22	228	10	0	260	3	7	200	44	0	251	0	605
12:45PM	55	4	18	0	77	1	13	4	4	0	21	4	18	186	10	0	214	4	10	240	53	0	303	0	615
Hourly Total	214	30	89	0	333	2	39	24	19	0	82	8	94	826	44	0	964	7	35	835	186	0	1056	0	2435
4:00PM	62	23	17	0	102	1	15	5	12	0	32	0	26	219	14	0	259	1	8	250	35	0	293	0	686
4:15PM	68	23	22	0	113	0	27	13	12	0	52	6	25	231	22	0	278	7	6	219	46	0	271	0	714
4:30PM	51	16	25	0	92	1	33	8	21	0	62	4	20	218	18	0	256	1	3	254	48	0	305	0	715
4:45PM	62	17	28	0	107	3	12	6	9	0	27	0	27	165	15	0	207	3	4	235	33	0	272	0	613
Hourly Total	243	79	92	0	414	5	87	32	54	0	173	10	98	833	69	0	1000	12	21	958	162	0	1141	0	2728
5:00PM	67	19	30	0	116	0	18	9	9	0	36	1	20	236	16	0	272	0	4	266	37	0	307	0	731
5:15PM	64	24	16	0	104	0	10	7	5	0	22	3	21	236	23	0	280	2	3	260	46	0	309	0	715
5:30PM	49	13	22	0	84	0	4	5	4	0	13	2	25	202	10	0	237	5	4	254	41	0	299	0	633
5:45PM	36	9	25	0	70	0	9	4	4	0	17	0	21	187	11	0	219	3	5	252	42	0	299	0	605
Hourly Total	216	65	93	0	374	0	41	25	22	0	88	6	87	861	60	0	1008	10	16	1032	166	0	1214	0	2684
Total	855	214	339	0	1408	7	214	101	137	0	452	27	348	3315	207	0	3870	34	104	3585	650	0	4339	0	10069
% Approach	60.7%	15.2%	24.1%	0%	-	-	47.3%	22.3%	30.3%	0%	-	-	9.0%	85.7%	5.3%	0%	-	-	2.4%	82.6%	15.0%	0%	-	-	-
% Total	8.5%	2.1%	3.4%	0%	14.0%	-	2.1%	1.0%	1.4%	0%	4.5%	-	3.5%	32.9%	2.1%	0%	38.4%	-	1.0%	35.6%	6.5%	0%	43.1%	-	-
Lights	852	214	334	0	1400	-	211	100	137	0	448	-	340	3281	202	0	3823	-	102	3549	646	0	4297	-	9968
% Lights	99.6%	100%	98.5%	0%	99.4%	-	98.6%	99.0%	100%	0%	99.1%	-	97.7%	99.0%	97.6%	0%	98.8%	-	98.1%	99.0%	99.4%	0%	99.0%	-	99.0%
Articulated Trucks	1	0	0	0	1	-	0	0	0	0	0	-	2	3	0	0	5	-	0	5	0	0	5	-	11
% Articulated Trucks	0.1%	0%	0%	0%	0.1%	-	0%	0%	0%	0%	0%	-	0.6%	0.1%	0%	0%	0.1%	-	0%	0.1%	0%	0%	0.1%	-	0.1%
Buses and Single-Unit Trucks	2	0	5	0	7	-	3	1	0	0	4	-	6	31	5	0	42	-	2	31	4	0	37	-	90
% Buses and Single-Unit Trucks	0.2%	0%	1.5%	0%	0.5%	-	1.4%	1.0%	0%	0%	0.9%	-	1.7%	0.9%	2.4%	0%	1.1%	-	1.9%	0.9%	0.6%	0%	0.9%	-	0.9%
Pedestrians	-	-	-	-	-	5	-	-	-	-	-	27	-	-	-	-	-	32	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	71.4%	-	-	-	-	-	100%	-	-	-	-	-	94.1%	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	2	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	28.6%	-	-	-	-	-	0%	-	-	-	-	-	5.9%	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

5. Dickson Street at College Avenue - TMC

Thu Feb 27, 2025

Full Length (11 AM-1 PM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272709, Location: 36.066248, -94.157805



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] College Avenue

Total: 8646

In: 4339

Out: 4307

[W] E Dickson Street

Total: 2507

In: 1408 Out: 1099

[E] E Dickson Street

Out: 525 In: 452

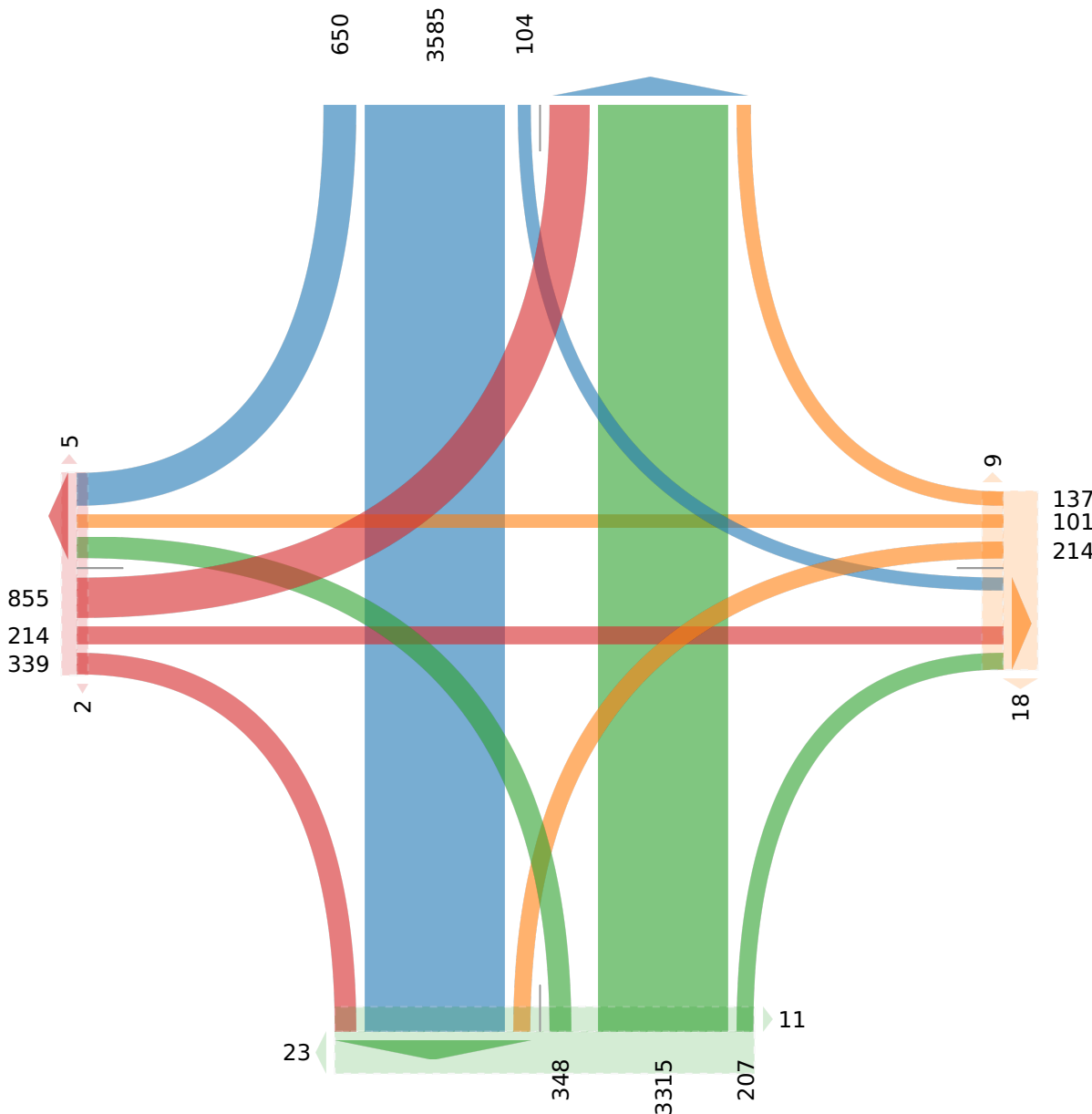
Total: 977

[S] College Avenue

Total: 8008

Out: 4138

In: 3870



5. Dickson Street at College Avenue - TMC

Thu Feb 27, 2025

Midday Peak (12 PM - 1 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272709, Location: 36.066248, -94.157805



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	E Dickson Street Eastbound						E Dickson Street Westbound						College Avenue Northbound						College Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 12:00PM	52	10	24	0	86	0	9	14	7	0	30	1	31	211	11	0	253	0	7	185	39	0	231	0	600
12:15PM	50	6	32	0	88	0	10	4	5	0	19	0	23	201	13	0	237	0	11	210	50	0	271	0	615
12:30PM	57	10	15	0	82	1	7	2	3	0	12	3	22	228	10	0	260	3	7	200	44	0	251	0	605
12:45PM	55	4	18	0	77	1	13	4	4	0	21	4	18	186	10	0	214	4	10	240	53	0	303	0	615
Total	214	30	89	0	333	2	39	24	19	0	82	8	94	826	44	0	964	7	35	835	186	0	1056	0	2435
% Approach	64.3%	9.0%	26.7%	0%	-	-	47.6%	29.3%	23.2%	0%	-	-	9.8%	85.7%	4.6%	0%	-	-	3.3%	79.1%	17.6%	0%	-	-	-
% Total	8.8%	1.2%	3.7%	0%	13.7%	-	1.6%	1.0%	0.8%	0%	3.4%	-	3.9%	33.9%	1.8%	0%	39.6%	-	1.4%	34.3%	7.6%	0%	43.4%	-	-
PHF	0.939	0.750	0.695	-	0.946	-	0.750	0.429	0.679	-	0.683	-	0.758	0.906	0.846	-	0.927	-	0.795	0.870	0.877	-	0.871	-	0.990
Lights	213	30	89	0	332	-	39	23	19	0	81	-	93	817	43	0	953	-	35	825	186	0	1046	-	2412
% Lights	99.5%	100%	100%	0%	99.7%	-	100%	95.8%	100%	0%	98.8%	-	98.9%	98.9%	97.7%	0%	98.9%	-	100%	98.8%	100%	0%	99.1%	-	99.1%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	2	0	0	2	-	0	2	0	0	2	-	4
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0.2%	0%	0%	0.2%	-	0%	0.2%	0%	0%	0.2%	-	0.2%
Buses and Single-Unit Trucks	1	0	0	0	1	-	0	1	0	0	1	-	1	7	1	0	9	-	0	8	0	0	8	-	19
% Buses and Single-Unit Trucks	0.5%	0%	0%	0%	0.3%	-	0%	4.2%	0%	0%	1.2%	-	1.1%	0.8%	2.3%	0%	0.9%	-	0%	1.0%	0%	0%	0.8%	-	0.8%
Pedestrians	-	-	-	-	-	2	-	-	-	-	-	8	-	-	-	-	-	7	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

5. Dickson Street at College Avenue - TMC

Thu Feb 27, 2025

Midday Peak (12 PM - 1 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272709, Location: 36.066248, -94.157805



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] College Avenue

Total: 2115

In: 1056

Out: 1059

186

835

35

[W] E Dickson Street

Total: 637

In: 333 Out: 304

214
30
89

1

1

5

2

Out: 963

In: 964

Total: 1927

[S] College Avenue

94

826

44

3

19
24
39

5

Out: 109 In: 82

Total: 191

[E] E Dickson Street

5. Dickson Street at College Avenue - TMC

Thu Feb 27, 2025

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272709, Location: 36.066248, -94.157805



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	E Dickson Street Eastbound							E Dickson Street Westbound							College Avenue Northbound							College Avenue Southbound							
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*	Int	
2025-02-27 4:30PM	51	16	25	0	92	1		33	8	21	0	62	4		20	218	18	0	256	1		3	254	48	0	305	0	715	
4:45PM	62	17	28	0	107	3		12	6	9	0	27	0		27	165	15	0	207	3		4	235	33	0	272	0	613	
5:00PM	67	19	30	0	116	0		18	9	9	0	36	1		20	236	16	0	272	0		4	266	37	0	307	0	731	
5:15PM	64	24	16	0	104	0		10	7	5	0	22	3		21	236	23	0	280	2		3	260	46	0	309	0	715	
Total	244	76	99	0	419	4		73	30	44	0	147	8		88	855	72	0	1015	6		14	1015	164	0	1193	0	2774	
% Approach	58.2%	18.1%	23.6%	0%	-	-		49.7%	20.4%	29.9%	0%	-	-		8.7%	84.2%	7.1%	0%	-	-		1.2%	85.1%	13.7%	0%	-	-	-	
% Total	8.8%	2.7%	3.6%	0%	15.1%	-		2.6%	1.1%	1.6%	0%	5.3%	-		3.2%	30.8%	2.6%	0%	36.6%	-		0.5%	36.6%	5.9%	0%	43.0%	-	-	
PHF	0.910	0.792	0.825	-	0.903	-		0.553	0.833	0.524	-	0.593	-		0.815	0.906	0.783	-	0.906	-		0.875	0.954	0.854	-	0.965	-	0.949	
Lights	244	76	98	0	418	-		72	30	44	0	146	-		85	847	71	0	1003	-		14	1010	162	0	1186	-	2753	
% Lights	100%	100%	99.0%	0%	99.8%	-		98.6%	100%	100%	0%	99.3%	-		96.6%	99.1%	98.6%	0%	98.8%	-		100%	99.5%	98.8%	0%	99.4%	-	99.2%	
Articulated Trucks	0	0	0	0	0	-		0	0	0	0	0	-		1	0	0	0	1	-		0	0	0	0	0	-	1	
% Articulated Trucks	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		1.1%	0%	0%	0%	0.1%	-		0%	0%	0%	0%	0%	-	0%	
Buses and Single-Unit Trucks	0	0	1	0	1	-		1	0	0	0	1	-		2	8	1	0	11	-		0	5	2	0	7	-	20	
% Buses and Single-Unit Trucks	0%	0%	1.0%	0%	0.2%	-		1.4%	0%	0%	0%	0.7%	-		2.3%	0.9%	1.4%	0%	1.1%	-		0%	0.5%	1.2%	0%	0.6%	-	0.7%	
Pedestrians	-	-	-	-	-	3		-	-	-	-	-	8		-	-	-	-	-	6		-	-	-	-	-	0		
% Pedestrians	-	-	-	-	-	75.0%		-	-	-	-	-	100%		-	-	-	-	-	100%		-	-	-	-	-	-		
Bicycles on Crosswalk	-	-	-	-	-	1		-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0		
% Bicycles on Crosswalk	-	-	-	-	-	25.0%		-	-	-	-	-	0%		-	-	-	-	-	0%		-	-	-	-	-	-		

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

5. Dickson Street at College Avenue - TMC

Thu Feb 27, 2025

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272709, Location: 36.066248, -94.157805



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] College Avenue

Total: 2336

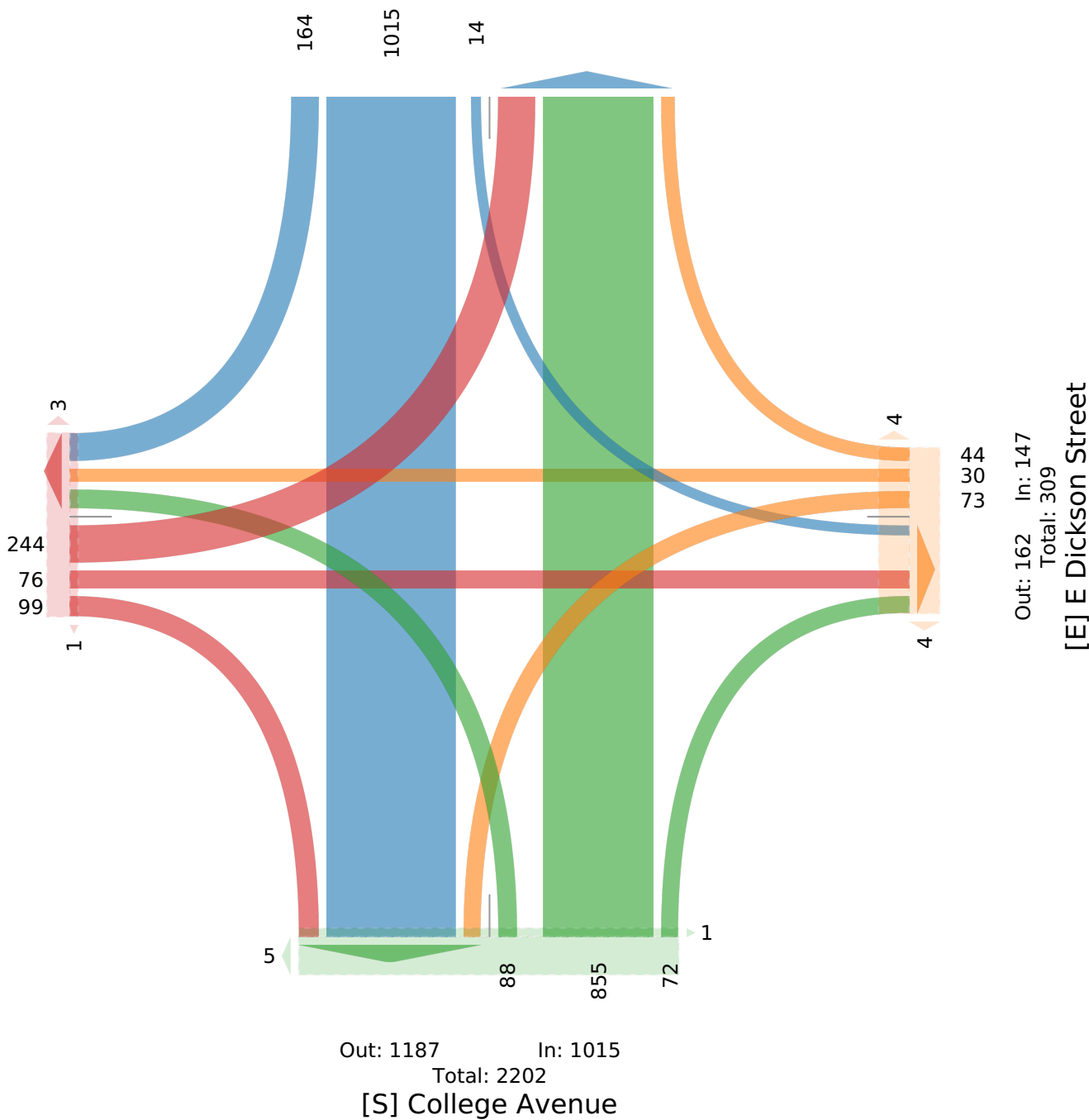
In: 1193

Out: 1143

[W] E Dickson Street

Total: 701

In: 419 Out: 282



6. Spring Street at Church Avenue - TMC

Thu Feb 27, 2025

Full Length (9 AM-2 PM, 4 PM-7 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272701, Location: 36.064699, -94.161786



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						N Church Avenue Northbound						N Church Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 9:00AM	0	2	2	0	4	0	2	6	1	0	9	0	2	6	2	0	10	0	1	6	1	0	8	0	31
9:15AM	0	3	1	0	4	2	3	2	0	0	5	0	2	3	2	0	7	1	0	4	0	0	4	1	20
9:30AM	0	6	2	0	8	4	1	4	0	0	5	0	1	5	2	0	8	2	0	7	0	0	7	2	28
9:45AM	4	5	1	0	10	2	1	6	1	0	8	0	4	6	2	0	12	0	1	7	0	0	8	0	38
Hourly Total	4	16	6	0	26	8	7	18	2	0	27	0	9	20	8	0	37	3	2	24	1	0	27	3	117
10:00AM	1	6	1	0	8	2	0	4	3	0	7	0	5	10	4	0	19	0	1	4	1	0	6	3	40
10:15AM	2	8	2	0	12	1	0	5	0	0	5	0	4	13	3	0	20	2	1	4	0	0	5	1	42
10:30AM	2	7	0	0	9	1	1	6	0	0	7	1	7	12	4	0	23	1	0	4	0	0	4	1	43
10:45AM	1	12	1	0	14	2	0	5	2	0	7	0	1	8	4	0	13	0	2	3	0	0	5	1	39
Hourly Total	6	33	4	0	43	6	1	20	5	0	26	1	17	43	15	0	75	3	4	15	1	0	20	6	164
11:00AM	0	3	0	0	3	2	1	3	0	0	4	0	1	15	8	0	24	0	1	3	1	0	5	1	36
11:15AM	1	4	2	0	7	4	2	4	0	0	6	1	2	5	2	0	9	0	1	5	1	0	7	0	29
11:30AM	2	3	0	0	5	0	2	6	0	0	8	0	2	21	3	0	26	0	0	7	0	0	7	1	46
11:45AM	0	6	2	0	8	1	4	8	1	0	13	1	3	11	1	0	15	1	0	9	1	0	10	3	46
Hourly Total	3	16	4	0	23	7	9	21	1	0	31	2	8	52	14	0	74	1	2	24	3	0	29	5	157
12:00PM	1	7	0	0	8	2	1	6	1	0	8	1	5	21	4	0	30	1	3	4	1	0	8	3	54
12:15PM	3	11	4	0	18	5	1	8	0	0	9	1	5	10	1	0	16	1	0	4	0	0	4	1	47
12:30PM	2	11	4	0	17	1	1	3	5	0	9	2	3	16	0	0	19	2	1	8	2	0	11	2	56
12:45PM	3	4	1	0	8	4	1	5	0	0	6	0	5	12	2	0	19	0	1	7	1	0	9	7	42
Hourly Total	9	33	9	0	51	12	4	22	6	0	32	4	18	59	7	0	84	4	5	23	4	0	32	13	199
1:00PM	2	5	5	0	12	7	3	3	1	0	7	3	4	15	4	0	23	1	3	5	0	0	8	2	50
1:15PM	1	2	1	0	4	0	1	4	3	0	8	0	4	19	5	0	28	1	1	1	0	0	2	1	42
1:30PM	2	11	4	0	17	2	1	3	3	0	7	0	4	10	7	0	21	2	0	2	2	0	4	1	49
1:45PM	5	4	2	0	11	2	1	6	4	0	11	0	5	21	3	0	29	6	1	9	0	0	10	3	61
Hourly Total	10	22	12	0	44	11	6	16	11	0	33	3	17	65	19	0	101	10	5	17	2	0	24	7	202
4:00PM	5	13	1	0	19	0	1	7	1	0	9	1	4	20	4	0	28	4	0	7	1	0	8	1	64
4:15PM	2	10	0	0	12	1	1	6	1	0	8	0	3	21	6	0	30	2	0	11	3	0	14	1	64
4:30PM	2	13	5	0	20	2	3	2	2	0	7	0	5	24	5	0	34	3	0	6	0	0	6	2	67
4:45PM	4	9	0	0	13	3	0	8	2	0	10	0	5	20	5	0	30	4	0	9	3	0	12	2	65
Hourly Total	13	45	6	0	64	6	5	23	6	0	34	1	17	85	20	0	122	13	0	33	7	0	40	6	260
5:00PM	6	10	5	0	21	3	2	4	2	0	8	1	3	17	2	0	22	5	2	5	2	0	9	1	60
5:15PM	2	7	3	0	12	4	3	3	2	0	8	0	3	25	3	0	31	2	1	2	1	0	4	1	55
5:30PM	3	5	4	0	12	3	0	7	1	0	8	0	5	14	3	0	22	3	2	4	1	0	7	0	49
5:45PM	2	7	3	0	12	2	0	6	1	0	7	0	8	10	2	0	20	1	1	5	0	0	6	0	45
Hourly Total	13	29	15	0	57	12	5	20	6	0	31	1	19	66	10	0	95	11	6	16	4	0	26	2	209
6:00PM	4	8	0	0	12	0	0	5	1	0	6	0	6	13	3	0	22	6	2	0	3	0	5	4	45
6:15PM	2	7	1	0	10	6	0	5	0	0	5	0	3	8	3	0	14	2	2	3	0	0	5	5	34
6:30PM	3	4	2	0	9	1	0	5	0	0	5	1	5	12	1	0	18	2	1	3	3	0	7	0	39
6:45PM	3	5	2	0	10	2	1	4	1	0	6	2	3	8	1	0	12	3	1	5	2	0	8	2	36
Hourly Total	12	24	5	0	41	9	1	19	2	0	22	3	17	41	8	0	66	13	6	11	8	0	25	11	154
Total	70	218	61	0	349	71	38	159	39	0	236	15	122	431	101	0	654	58	30	163	30	0	223	53	1462
% Approach	20.1%	62.5%	17.5%	0%	-	-	16.1%	67.4%	16.5%	0%	-	-	18.7%	65.9%	15.4%	0%	-	-	13.5%	73.1%	13.5%	0%	-	-	-
% Total	4.8%	14.9%	4.2%	0%	23.9%	-	2.6%	10.9%	2.7%	0%	16.1%	-	8.3%	29.5%	6.9%	0%	44.7%	-	2.1%	11.1%	2.1%	0%	15.3%	-	-
Lights	68	216	60	0	344	-	38	158	39	0	235	-	119	425	101	0	645	-	30	160	29	0	219	-	1443
% Lights	97.1%	99.1%	98.4%	0%	98.6%	-	100%	99.4%	100%	0%	99.6%	-	97.5%	98.6%	100%	0%	98.6%	-	100%	98.2%	96.7%	0%	98.2%	-	98.7%
Articulated Trucks	1	0	0	0	1	-	0	0	0	0	0	-	1	0	0	0	1	-	0	0	1	0	1	-	3
% Articulated Trucks	1.4%	0%	0%	0%	0.3%	-	0%	0%	0%	0%	0%	-	0.8%	0%	0%	0%	0.2%	-	0%	0%	3.3%	0%	0.4%	-	0.2%
Buses and Single-Unit Trucks	1	2	1	0	4	-	0	1	0	0	1	-	2	6	0	0	8	-	0	3	0	0	3	-	16
% Buses and Single-Unit Trucks	1.4%	0.9%	1.6%	0%	1.1%	-	0%	0.6%	0%	0%	0.4%	-	1.6%	1.4%	0%	0%	1.2%	-	0%	1.8%	0%	0%	1.3%	-	1.1%
Pedestrians	-	-	-	-	-	71	-	-	-	-	-	15	-	-	-	-	-	53	-	-	-	-	-	50	-
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	91.4%	-	-	-	-	-	94.3%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	5	-	-	-	-	-	3	-
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	8.6%	-	-	-	-	-	5.7%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

6. Spring Street at Church Avenue - TMC

Thu Feb 27, 2025

Full Length (9 AM-2 PM, 4 PM-7 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

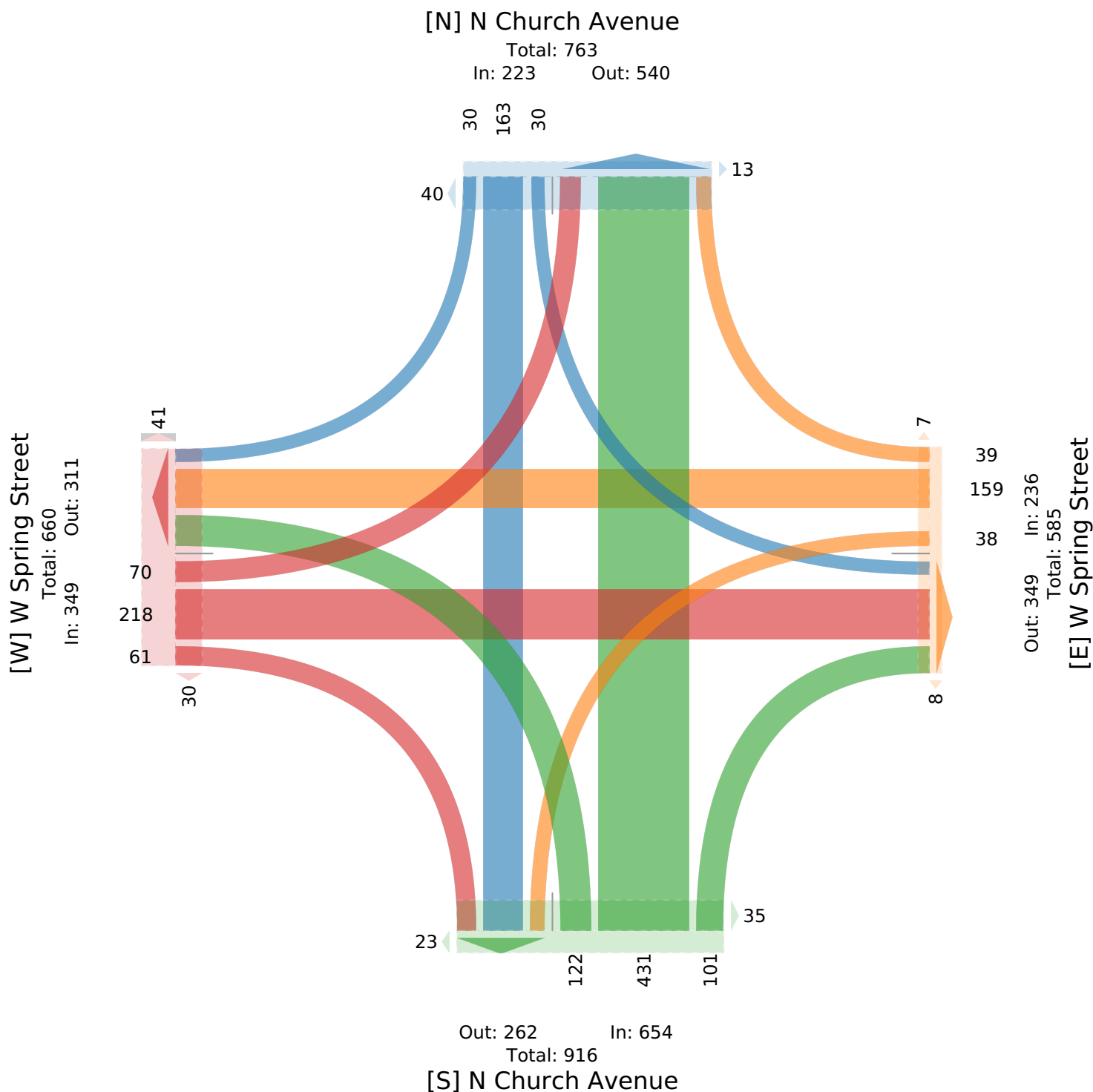
All Movements

ID: 1272701, Location: 36.064699, -94.161786



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



6. Spring Street at Church Avenue - TMC

Thu Feb 27, 2025

AM Peak (10 AM - 11 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272701, Location: 36.064699, -94.161786



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						N Church Avenue Northbound						N Church Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 10:00AM	1	6	1	0	8	2	0	4	3	0	7	0	5	10	4	0	19	0	1	4	1	0	6	3	40
10:15AM	2	8	2	0	12	1	0	5	0	0	5	0	4	13	3	0	20	2	1	4	0	0	5	1	42
10:30AM	2	7	0	0	9	1	1	6	0	0	7	1	7	12	4	0	23	1	0	4	0	0	4	1	43
10:45AM	1	12	1	0	14	2	0	5	2	0	7	0	1	8	4	0	13	0	2	3	0	0	5	1	39
Total	6	33	4	0	43	6	1	20	5	0	26	1	17	43	15	0	75	3	4	15	1	0	20	6	164
% Approach	14.0%	76.7%	9.3%	0%	-	-	3.8%	76.9%	19.2%	0%	-	-	22.7%	57.3%	20.0%	0%	-	-	20.0%	75.0%	5.0%	0%	-	-	-
% Total	3.7%	20.1%	2.4%	0%	26.2%	-	0.6%	12.2%	3.0%	0%	15.9%	-	10.4%	26.2%	9.1%	0%	45.7%	-	2.4%	9.1%	0.6%	0%	12.2%	-	-
PHF	0.750	0.688	0.500	-	0.768	-	0.250	0.833	0.417	-	0.929	-	0.607	0.827	0.938	-	0.815	-	0.500	0.938	0.250	-	0.833	-	0.953
Lights	6	33	3	0	42	-	1	20	5	0	26	-	16	42	15	0	73	-	4	15	1	0	20	-	161
% Lights	100%	100%	75.0%	0%	97.7%	-	100%	100%	100%	0%	100%	-	94.1%	97.7%	100%	0%	97.3%	-	100%	100%	100%	0%	100%	-	98.2%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	1	0	1	-	0	0	0	0	0	-	1	1	0	0	2	-	0	0	0	0	0	-	3
% Buses and Single-Unit Trucks	0%	0%	25.0%	0%	2.3%	-	0%	0%	0%	0%	0%	-	5.9%	2.3%	0%	0%	2.7%	-	0%	0%	0%	0%	0%	-	1.8%
Pedestrians	-	-	-	-	-	6	-	-	-	-	-	1	-	-	-	-	-	3	-	-	-	-	-	4	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	66.7%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	2	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	33.3%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

6. Spring Street at Church Avenue - TMC

Thu Feb 27, 2025

AM Peak (10 AM - 11 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272701, Location: 36.064699, -94.161786



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N Church Avenue

Total: 74

In: 20 Out: 54

1 15 4

5

1

[W] W Spring Street

Total: 81

In: 43 Out: 38

3
6
33
4
3

5
20
1

Out: 52 In: 26

Total: 78

[E] W Spring Street

[S] N Church Avenue

Out: 20

In: 75

Total: 95

17

43

15

3

6. Spring Street at Church Avenue - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272701, Location: 36.064699, -94.161786



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						N Church Avenue Northbound						N Church Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 11:45AM	0	6	2	0	8	1	4	8	1	0	13	1	3	11	1	0	15	1	0	9	1	0	10	3	46
12:00PM	1	7	0	0	8	2	1	6	1	0	8	1	5	21	4	0	30	1	3	4	1	0	8	3	54
12:15PM	3	11	4	0	18	5	1	8	0	0	9	1	5	10	1	0	16	1	0	4	0	0	4	1	47
12:30PM	2	11	4	0	17	1	1	3	5	0	9	2	3	16	0	0	19	2	1	8	2	0	11	2	56
Total	6	35	10	0	51	9	7	25	7	0	39	5	16	58	6	0	80	5	4	25	4	0	33	9	203
% Approach	11.8%	68.6%	19.6%	0%	-	-	17.9%	64.1%	17.9%	0%	-	-	20.0%	72.5%	7.5%	0%	-	-	12.1%	75.8%	12.1%	0%	-	-	-
% Total	3.0%	17.2%	4.9%	0%	25.1%	-	3.4%	12.3%	3.4%	0%	19.2%	-	7.9%	28.6%	3.0%	0%	39.4%	-	2.0%	12.3%	2.0%	0%	16.3%	-	-
PHF	0.500	0.795	0.625	-	0.708	-	0.438	0.781	0.350	-	0.750	-	0.800	0.690	0.375	-	0.667	-	0.333	0.694	0.500	-	0.750	-	0.906
Lights	6	35	10	0	51	-	7	25	7	0	39	-	15	56	6	0	77	-	4	24	3	0	31	-	198
% Lights	100%	100%	100%	0%	100%	-	100%	100%	100%	0%	100%	-	93.8%	96.6%	100%	0%	96.3%	-	100%	96.0%	75.0%	0%	93.9%	-	97.5%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	1	0	0	0	1	-	0	0	1	0	1	-	2
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	6.3%	0%	0%	0%	1.3%	-	0%	0%	25.0%	0%	3.0%	-	1.0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	2	0	0	2	-	0	1	0	0	1	-	3
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	3.4%	0%	0%	2.5%	-	0%	4.0%	0%	0%	3.0%	-	1.5%
Pedestrians	-	-	-	-	-	9	-	-	-	-	-	5	-	-	-	-	-	5	-	-	-	-	-	9	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	-	
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

6. Spring Street at Church Avenue - TMC

Thu Feb 27, 2025

Midday Peak (11:45 AM - 12:45 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272701, Location: 36.064699, -94.161786



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N Church Avenue

Total: 104

In: 33

Out: 71

4

25

4

8

1

[W] W Spring Street

Total: 96

In: 51

Out: 45

7

6

35

10

2

7

25

7

Out: 45

In: 39

Total: 84

[E] W Spring Street

3

16

58

2

Out: 42

In: 80

Total: 122

[S] N Church Avenue

6. Spring Street at Church Avenue - TMC

Thu Feb 27, 2025

PM Peak (4 PM - 5 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272701, Location: 36.064699, -94.161786



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						N Church Avenue Northbound						N Church Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 4:00PM	5	13	1	0	19	0	1	7	1	0	9	1	4	20	4	0	28	4	0	7	1	0	8	1	64
4:15PM	2	10	0	0	12	1	1	6	1	0	8	0	3	21	6	0	30	2	0	11	3	0	14	1	64
4:30PM	2	13	5	0	20	2	3	2	2	0	7	0	5	24	5	0	34	3	0	6	0	0	6	2	67
4:45PM	4	9	0	0	13	3	0	8	2	0	10	0	5	20	5	0	30	4	0	9	3	0	12	2	65
Total	13	45	6	0	64	6	5	23	6	0	34	1	17	85	20	0	122	13	0	33	7	0	40	6	260
% Approach	20.3%	70.3%	9.4%	0%	-	-	14.7%	67.6%	17.6%	0%	-	-	13.9%	69.7%	16.4%	0%	-	-	0%	82.5%	17.5%	0%	-	-	-
% Total	5.0%	17.3%	2.3%	0%	24.6%	-	1.9%	8.8%	2.3%	0%	13.1%	-	6.5%	32.7%	7.7%	0%	46.9%	-	0%	12.7%	2.7%	0%	15.4%	-	-
PHF	0.650	0.865	0.300	-	0.800	-	0.417	0.719	0.750	-	0.850	-	0.850	0.885	0.833	-	0.897	-	-	0.750	0.583	-	0.714	-	0.970
Lights	13	44	6	0	63	-	5	23	6	0	34	-	16	84	20	0	120	-	0	33	7	0	40	-	257
% Lights	100%	97.8%	100%	0%	98.4%	-	100%	100%	100%	0%	100%	-	94.1%	98.8%	100%	0%	98.4%	-	0%	100%	100%	0%	100%	-	98.8%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	1	0	0	1	-	0	0	0	0	0	-	1	1	0	0	2	-	0	0	0	0	0	-	3
% Buses and Single-Unit Trucks	0%	2.2%	0%	0%	1.6%	-	0%	0%	0%	0%	0%	-	5.9%	1.2%	0%	0%	1.6%	-	0%	0%	0%	0%	0%	-	1.2%
Pedestrians	-	-	-	-	-	6	-	-	-	-	-	1	-	-	-	-	-	11	-	-	-	-	-	6	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	84.6%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	2	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	15.4%	-	-	-	-	-	0%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

6. Spring Street at Church Avenue - TMC

Thu Feb 27, 2025

PM Peak (4 PM - 5 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272701, Location: 36.064699, -94.161786



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N Church Avenue

Total: 144

In: 40 Out: 104

7 33

2

4

1

6

23

5

Out: 65

In: 34

Total: 99

[E] W Spring Street

2

17

85

20

11

Out: 44

In: 122

Total: 166

[S] N Church Avenue

[W] W Spring Street

Total: 111

In: 64

Out: 47

13

45

6

6

7. Spring Street at N Block Avenue - TMC

Thu Feb 27, 2025

Full Length (9 AM-2 PM, 4 PM-7 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272702, Location: 36.064678, -94.160534



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						N Block Avenue Northbound						N Block Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 9:00AM	0	6	2	0	8	1	2	8	0	0	10	0	0	0	0	0	0	0	1	10	0	0	11	0	29
9:15AM	0	4	1	0	5	6	7	5	0	0	12	2	0	0	0	0	0	0	4	11	0	0	15	0	32
9:30AM	0	6	3	0	9	6	3	4	0	0	7	0	0	0	0	0	0	1	1	10	0	0	11	2	27
9:45AM	0	2	5	0	7	2	4	6	0	0	10	4	0	0	0	0	0	1	3	14	1	0	18	0	35
Hourly Total	0	18	11	0	29	15	16	23	0	0	39	6	0	0	0	0	0	2	9	45	1	0	55	2	123
10:00AM	0	9	4	0	13	4	1	4	0	0	5	4	0	0	0	0	0	0	0	11	2	0	13	2	31
10:15AM	0	2	10	0	12	3	4	6	0	0	10	2	0	0	0	0	0	1	1	14	0	0	15	1	37
10:30AM	0	9	3	0	12	2	1	7	0	0	8	1	0	0	0	0	0	1	1	10	1	0	12	0	32
10:45AM	0	9	7	0	16	4	6	3	0	0	9	4	0	0	0	0	0	1	1	22	3	0	26	1	51
Hourly Total	0	29	24	0	53	13	12	20	0	0	32	11	0	0	0	0	0	3	3	57	6	0	66	4	151
11:00AM	0	6	9	0	15	5	3	4	0	0	7	2	0	0	0	0	0	1	1	15	0	0	16	0	38
11:15AM	0	3	4	0	7	4	4	4	0	0	8	4	0	0	0	1	1	0	2	17	2	0	21	1	37
11:30AM	0	1	5	0	6	11	6	6	0	0	12	3	0	0	0	0	0	1	3	11	2	0	16	1	34
11:45AM	0	5	2	0	7	1	2	9	0	0	11	3	0	0	0	0	0	2	8	19	2	0	29	2	47
Hourly Total	0	15	20	0	35	21	15	23	0	0	38	12	0	0	0	1	1	4	14	62	6	0	82	4	156
12:00PM	0	11	5	0	16	4	2	9	0	0	11	2	0	0	0	0	0	0	3	23	0	0	26	3	53
12:15PM	0	8	1	0	9	9	3	8	0	0	11	7	0	0	0	0	0	2	2	19	1	0	22	0	42
12:30PM	0	8	4	0	12	3	1	3	0	0	4	2	0	0	0	0	0	1	1	12	4	0	17	2	33
12:45PM	0	8	1	0	9	5	4	6	0	0	10	3	0	0	0	0	0	0	3	18	2	0	23	4	42
Hourly Total	0	35	11	0	46	21	10	26	0	0	36	14	0	0	0	0	0	3	9	72	7	0	88	9	170
1:00PM	0	8	1	0	9	4	7	5	0	0	12	4	0	0	0	0	0	2	3	25	2	0	30	4	51
1:15PM	0	5	2	0	7	4	2	7	0	0	9	4	0	0	0	0	0	1	5	28	1	0	34	2	50
1:30PM	0	13	5	0	18	3	2	4	0	0	6	3	0	0	0	0	0	1	0	19	3	0	22	2	46
1:45PM	0	7	1	0	8	2	1	9	0	0	10	4	1	0	0	0	1	0	4	19	3	0	26	4	45
Hourly Total	0	33	9	0	42	13	12	25	0	0	37	15	1	0	0	0	1	4	12	91	9	0	112	12	192
4:00PM	0	14	3	0	17	1	5	8	0	0	13	2	0	0	0	0	0	2	1	22	1	0	24	1	54
4:15PM	0	12	4	0	16	7	3	5	0	0	8	2	0	0	0	0	0	1	1	20	3	0	24	1	48
4:30PM	0	12	5	0	17	8	5	7	0	0	12	3	0	0	0	0	0	2	3	28	2	0	33	2	62
4:45PM	0	11	6	0	17	4	7	5	0	0	12	0	0	0	0	0	0	2	1	22	2	0	25	0	54
Hourly Total	0	49	18	0	67	20	20	25	0	0	45	7	0	0	0	0	0	7	6	92	8	0	106	4	218
5:00PM	0	10	5	0	15	4	3	7	0	0	10	1	0	0	0	0	0	0	3	24	3	0	30	1	55
5:15PM	0	8	2	0	10	10	3	5	0	0	8	2	0	0	0	0	0	0	1	23	4	0	28	3	46
5:30PM	0	7	3	0	10	13	5	4	0	0	9	4	0	0	0	0	0	5	1	14	4	0	19	0	38
5:45PM	0	4	5	0	9	2	9	3	0	0	12	1	0	1	0	0	1	0	1	17	2	0	20	1	42
Hourly Total	0	29	15	0	44	29	20	19	0	0	39	8	0	1	0	0	1	5	6	78	13	0	97	5	181
6:00PM	0	8	5	0	13	3	2	4	0	0	6	1	0	0	0	0	0	2	1	24	1	0	26	4	45
6:15PM	0	9	4	0	13	2	4	4	0	0	8	7	0	0	0	0	0	3	1	11	1	0	13	2	34
6:30PM	0	3	3	0	6	3	2	6	0	0	8	2	0	0	0	0	0	2	1	13	2	0	16	2	30
6:45PM	0	6	2	0	8	3	2	5	0	0	7	0	0	0	0	0	0	3	2	18	1	0	21	3	36
Hourly Total	0	26	14	0	40	11	10	19	0	0	29	10	0	0	0	0	0	10	5	66	5	0	76	11	145
Total	0	234	122	0	356	143	115	180	0	0	295	83	1	1	0	1	3	38	64	563	55	0	682	51	1336
% Approach	0%	65.7%	34.3%	0%	-	-	39.0%	61.0%	0%	0%	-	-	33.3%	33.3%	0%	33.3%	-	-	9.4%	82.6%	8.1%	0%	-	-	-
% Total	0%	17.5%	9.1%	0%	26.6%	-	8.6%	13.5%	0%	0%	22.1%	-	0.1%	0.1%	0%	0.1%	0.2%	-	4.8%	42.1%	4.1%	0%	51.0%	-	-
Lights	0	231	122	0	353	-	115	179	0	0	294	-	1	1	0	1	3	-	63	559	55	0	677	-	1327
% Lights	0%	98.7%	100%	0%	99.2%	-	100%	99.4%	0%	0%	99.7%	-	100%	100%	0%	100%	100%	-	98.4%	99.3%	100%	0%	99.3%	-	99.3%
Articulated Trucks	0	1	0	0	1	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	1
% Articulated Trucks	0%	0.4%	0%	0%	0.3%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0.1%
Buses and Single-Unit Trucks	0	2	0	0	2	-	0	1	0	0	1	-	0	0	0	0	0	-	1	4	0	0	5	-	8
% Buses and Single-Unit Trucks	0%	0.9%	0%	0%	0.6%	-	0%	0.6%	0%	0%	0.3%	-	0%	0%	0%	0%	0%	-	1.6%	0.7%	0%	0%	0.7%	-	0.6%
Pedestrians	-	-	-	-	-	142	-	-	-	-	-	82	-	-	-	-	-	36	-	-	-	-	-	51	-
% Pedestrians	-	-	-	-	-	99.3%	-	-	-	-	-	98.8%	-	-	-	-	-	94.7%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	2	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	0.7%	-	-	-	-	-	1.2%	-	-	-	-	-	5.3%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

7. Spring Street at N Block Avenue - TMC

Thu Feb 27, 2025

Full Length (9 AM-2 PM, 4 PM-7 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272702, Location: 36.064678, -94.160534



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N Block Avenue

Total: 683

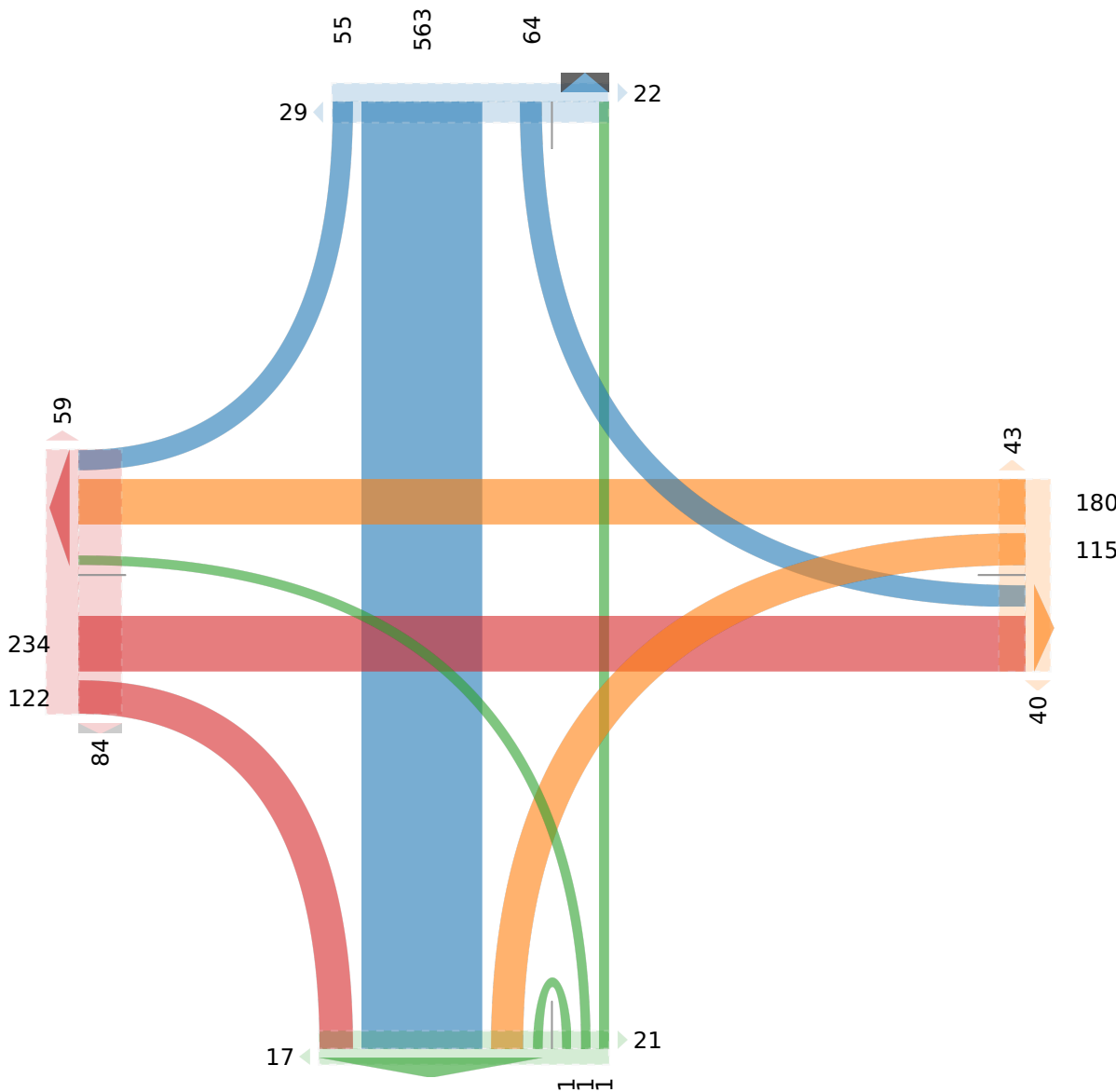
In: 682

Out: 1

[W] W Spring Street

Total: 592

In: 356 Out: 236



Out: 801

In: 3

Total: 804

[S] N Block Avenue

7. Spring Street at N Block Avenue - TMC

Thu Feb 27, 2025

AM Peak (10 AM - 11 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272702, Location: 36.064678, -94.160534



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						N Block Avenue Northbound						N Block Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 10:00AM	0	9	4	0	13	4	1	4	0	0	5	4	0	0	0	0	0	0	0	11	2	0	13	2	31
10:15AM	0	2	10	0	12	3	4	6	0	0	10	2	0	0	0	0	0	1	1	14	0	0	15	1	37
10:30AM	0	9	3	0	12	2	1	7	0	0	8	1	0	0	0	0	0	1	1	10	1	0	12	0	32
10:45AM	0	9	7	0	16	4	6	3	0	0	9	4	0	0	0	0	0	1	1	22	3	0	26	1	51
Total	0	29	24	0	53	13	12	20	0	0	32	11	0	0	0	0	0	3	3	57	6	0	66	4	151
% Approach	0%	54.7%	45.3%	0%	-	-	37.5%	62.5%	0%	0%	-	-	0%	0%	0%	0%	-	-	4.5%	86.4%	9.1%	0%	-	-	-
% Total	0%	19.2%	15.9%	0%	35.1%	-	7.9%	13.2%	0%	0%	21.2%	-	0%	0%	0%	0%	0%	-	2.0%	37.7%	4.0%	0%	43.7%	-	-
PHF	-	0.806	0.600	-	0.828	-	0.500	0.714	-	-	0.800	-	-	-	-	-	-	-	0.750	0.648	0.500	-	0.635	-	0.740
Lights	0	28	24	0	52	-	12	20	0	0	32	-	0	0	0	0	0	-	2	57	6	0	65	-	149
% Lights	0%	96.6%	100%	0%	98.1%	-	100%	100%	0%	0%	100%	-	0%	0%	0%	0%	-	-	66.7%	100%	100%	0%	98.5%	-	98.7%
Articulated Trucks	0	1	0	0	1	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	1
% Articulated Trucks	0%	3.4%	0%	0%	1.9%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	0.7%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	1	0	0	0	1	-	1
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	33.3%	0%	0%	0%	1.5%	-	0.7%
Pedestrians	-	-	-	-	-	13	-	-	-	-	-	11	-	-	-	-	-	3	-	-	-	-	-	4	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

7. Spring Street at N Block Avenue - TMC

Thu Feb 27, 2025

AM Peak (10 AM - 11 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272702, Location: 36.064678, -94.160534



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N Block Avenue

Total: 66

In: 66 Out: 0

6 57 3

3 1

[W] W Spring Street

Total: 79

In: 53 Out: 26

9

29

24

4

1

2

Out: 93 In: 0

Total: 93

[S] N Block Avenue

[E] W Spring Street

Out: 32 In: 32

Total: 64

20
12

4

7

7. Spring Street at N Block Avenue - TMC

Thu Feb 27, 2025

Midday Peak (1 PM - 2 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272702, Location: 36.064678, -94.160534



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						N Block Avenue Northbound						N Block Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 1:00PM	0	8	1	0	9	4	7	5	0	0	12	4	0	0	0	0	0	2	3	25	2	0	30	4	51
1:15PM	0	5	2	0	7	4	2	7	0	0	9	4	0	0	0	0	0	1	5	28	1	0	34	2	50
1:30PM	0	13	5	0	18	3	2	4	0	0	6	3	0	0	0	0	0	1	0	19	3	0	22	2	46
1:45PM	0	7	1	0	8	2	1	9	0	0	10	4	1	0	0	0	1	0	4	19	3	0	26	4	45
Total	0	33	9	0	42	13	12	25	0	0	37	15	1	0	0	0	1	4	12	91	9	0	112	12	192
% Approach	0%	78.6%	21.4%	0%	-	-	32.4%	67.6%	0%	0%	-	-	100%	0%	0%	0%	-	-	10.7%	81.3%	8.0%	0%	-	-	-
% Total	0%	17.2%	4.7%	0%	21.9%	-	6.3%	13.0%	0%	0%	19.3%	-	0.5%	0%	0%	0%	0.5%	-	6.3%	47.4%	4.7%	0%	58.3%	-	-
PHF	-	0.635	0.450	-	0.583	-	0.429	0.694	-	-	0.771	-	0.250	-	-	-	0.250	-	0.600	0.813	0.750	-	0.824	-	0.941
Lights	0	32	9	0	41	-	12	24	0	0	36	-	1	0	0	0	1	-	12	89	9	0	110	-	188
% Lights	0%	97.0%	100%	0%	97.6%	-	100%	96.0%	0%	0%	97.3%	-	100%	0%	0%	0%	100%	-	100%	97.8%	100%	0%	98.2%	-	97.9%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	1	0	0	1	-	0	1	0	0	1	-	0	0	0	0	0	-	0	2	0	0	2	-	4
% Buses and Single-Unit Trucks	0%	3.0%	0%	0%	2.4%	-	0%	4.0%	0%	0%	2.7%	-	0%	0%	0%	0%	0%	-	0%	2.2%	0%	0%	1.8%	-	2.1%
Pedestrians	-	-	-	-	-	13	-	-	-	-	-	15	-	-	-	-	-	4	-	-	-	-	-	12	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

7. Spring Street at N Block Avenue - TMC

Thu Feb 27, 2025

Midday Peak (1 PM - 2 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

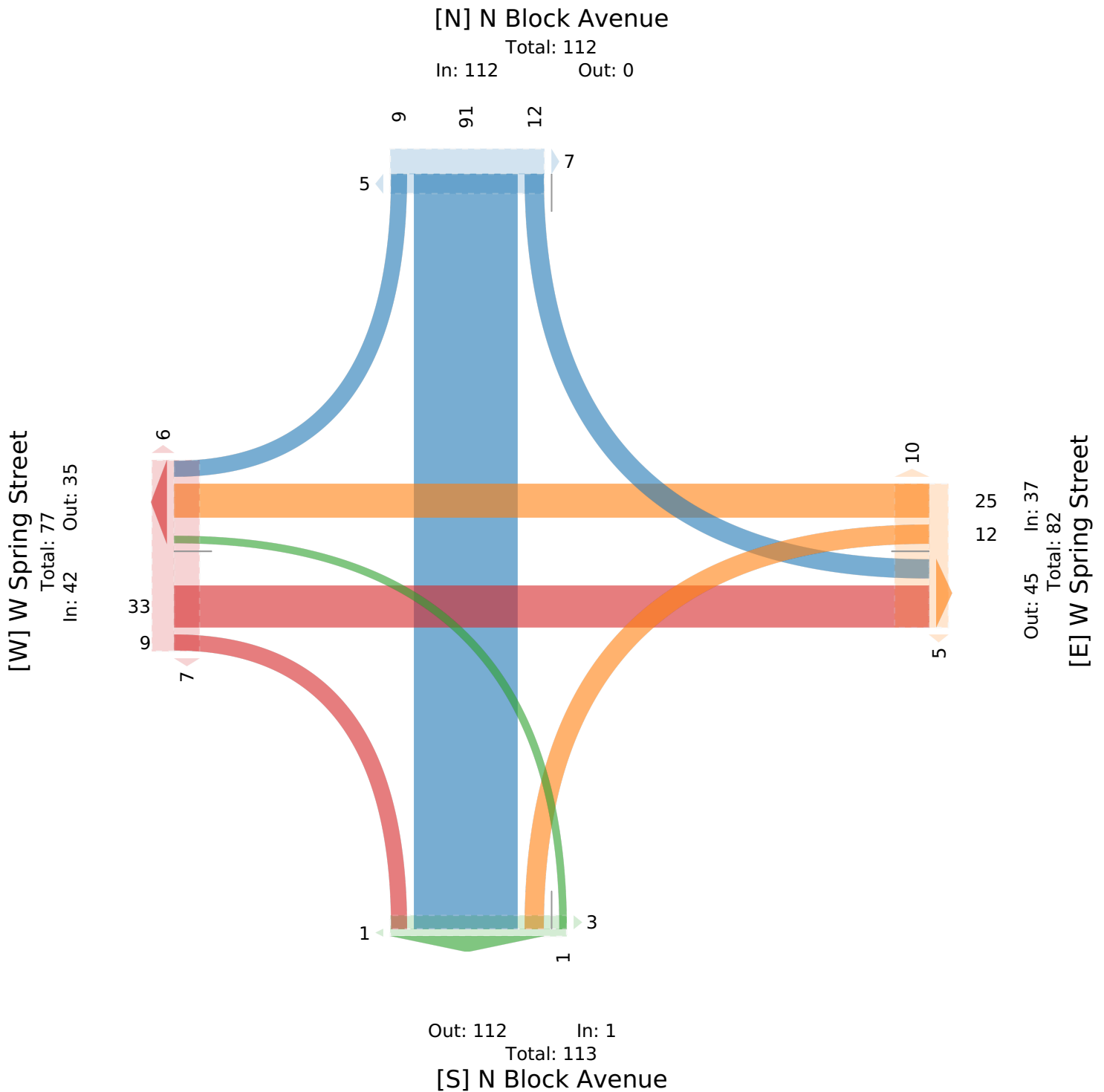
All Movements

ID: 1272702, Location: 36.064678, -94.160534



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



7. Spring Street at N Block Avenue - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272702, Location: 36.064678, -94.160534



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	W Spring Street Eastbound						W Spring Street Westbound						N Block Avenue Northbound						N Block Avenue Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 4:15PM	0	12	4	0	16	7	3	5	0	0	8	2	0	0	0	0	0	1	1	20	3	0	24	1	48
4:30PM	0	12	5	0	17	8	5	7	0	0	12	3	0	0	0	0	0	2	3	28	2	0	33	2	62
4:45PM	0	11	6	0	17	4	7	5	0	0	12	0	0	0	0	0	0	2	1	22	2	0	25	0	54
5:00PM	0	10	5	0	15	4	3	7	0	0	10	1	0	0	0	0	0	0	3	24	3	0	30	1	55
Total	0	45	20	0	65	23	18	24	0	0	42	6	0	0	0	0	0	5	8	94	10	0	112	4	219
% Approach	0%	69.2%	30.8%	0%	-	-	42.9%	57.1%	0%	0%	-	-	0%	0%	0%	0%	-	-	7.1%	83.9%	8.9%	0%	-	-	-
% Total	0%	20.5%	9.1%	0%	29.7%	-	8.2%	11.0%	0%	0%	19.2%	-	0%	0%	0%	0%	0%	-	3.7%	42.9%	4.6%	0%	51.1%	-	-
PHF	-	0.938	0.833	-	0.956	-	0.643	0.857	-	-	0.875	-	-	-	-	-	-	-	0.667	0.839	0.833	-	0.848	-	0.883
Lights	0	45	20	0	65	-	18	24	0	0	42	-	0	0	0	0	0	-	8	93	10	0	111	-	218
% Lights	0%	100%	100%	0%	100%	-	100%	100%	0%	0%	100%	-	0%	0%	0%	0%	-	-	100%	98.9%	100%	0%	99.1%	-	99.5%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1	0	0	1	-	1
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	1.1%	0%	0%	0.9%	-	0.5%
Pedestrians	-	-	-	-	-	23	-	-	-	-	-	5	-	-	-	-	-	3	-	-	-	-	-	4	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	83.3%	-	-	-	-	-	60.0%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	2	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	16.7%	-	-	-	-	-	40.0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

7. Spring Street at N Block Avenue - TMC

Thu Feb 27, 2025

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272702, Location: 36.064678, -94.160534



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

[N] N Block Avenue

Total: 112

In: 112 Out: 0

10 94 8

3 1

[W] W Spring Street

Total: 99

In: 65 Out: 34

7
45
20
16

2 3

Out: 132 In: 0

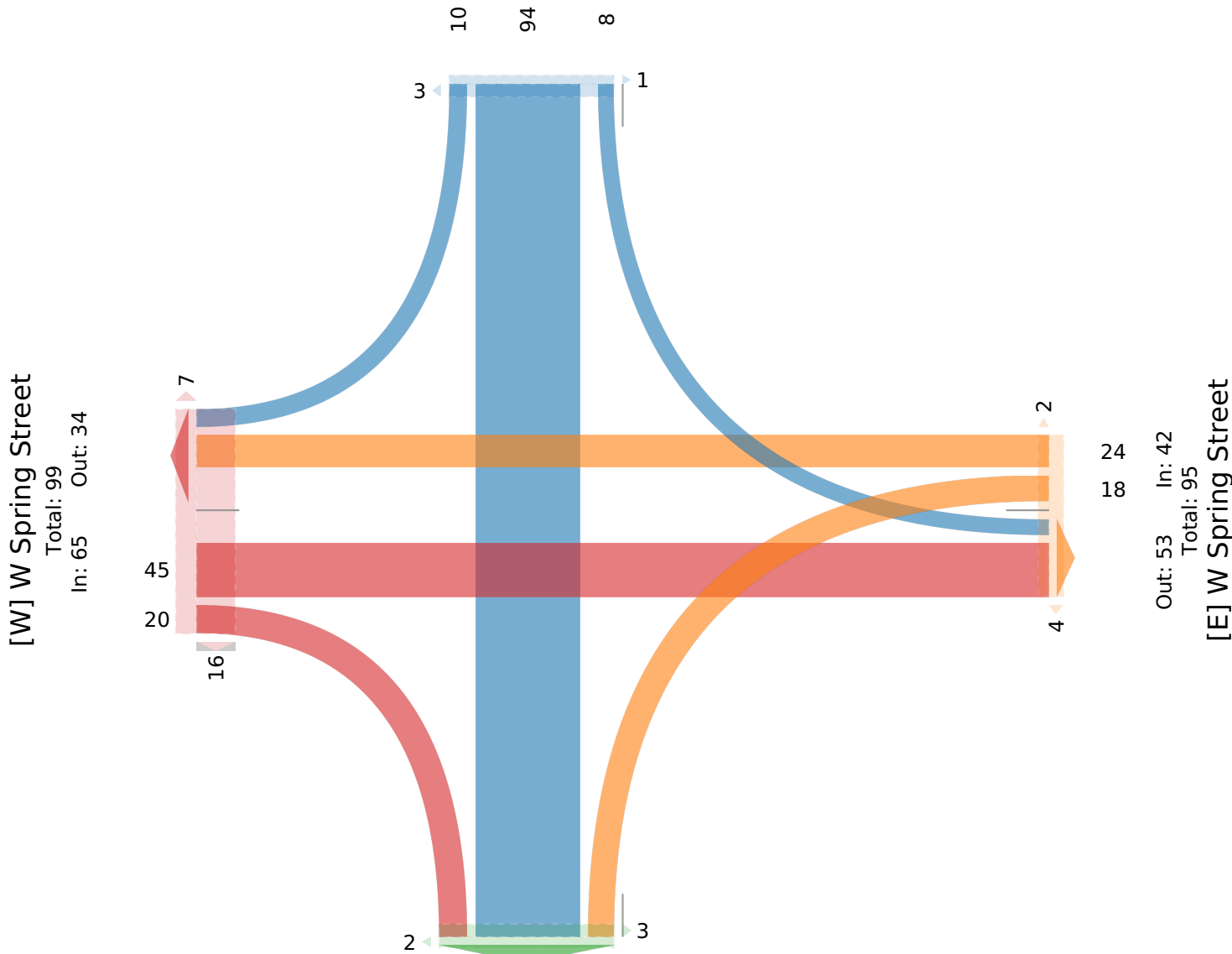
Total: 132

[S] N Block Avenue

24
18
Out: 53 In: 42

Total: 95

[E] W Spring Street



8. Meadow Street at N Block Avenue - TMC

Thu Feb 27, 2025

Full Length (9 AM-2 PM, 4 PM-7 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272703, Location: 36.063667, -94.160569



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	N Block Avenue Eastbound						N Block Avenue Westbound						W Meadow Street Northbound						W Meadow Street Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 9:00AM	0	4	0	0	4	1	5	4	0	0	9	8	0	0	0	0	0	1	2	6	7	0	15	1	28
9:15AM	0	5	2	0	7	4	5	5	0	0	10	7	0	0	0	0	0	1	1	14	2	0	17	0	34
9:30AM	0	5	6	0	11	1	7	9	0	0	16	8	0	0	0	0	0	0	4	7	3	0	14	2	41
9:45AM	0	5	2	0	7	2	3	12	0	0	15	5	0	0	0	0	0	5	3	11	4	0	18	5	40
Hourly Total	0	19	10	0	29	8	20	30	0	0	50	28	0	0	0	0	0	7	10	38	16	0	64	8	143
10:00AM	0	7	1	0	8	9	7	8	0	0	15	4	0	0	0	0	0	3	3	10	5	0	18	5	41
10:15AM	0	10	1	0	11	6	1	9	0	0	10	4	0	0	0	0	0	2	3	20	1	0	24	2	45
10:30AM	0	12	2	0	14	4	5	6	0	0	11	3	0	0	0	0	0	1	4	6	3	0	13	5	38
10:45AM	0	10	1	0	11	7	7	5	0	0	12	6	0	0	0	0	0	4	8	21	6	0	35	0	58
Hourly Total	0	39	5	0	44	26	20	28	0	0	48	17	0	0	0	0	0	10	18	57	15	0	90	12	182
11:00AM	0	5	5	0	10	9	3	12	0	0	15	1	0	0	2	0	2	1	7	16	4	0	27	3	54
11:15AM	0	16	9	0	25	6	6	3	0	0	9	7	0	0	0	0	0	3	2	14	2	0	18	3	52
11:30AM	0	15	2	0	17	4	13	7	0	0	20	3	0	0	0	0	0	3	3	12	2	0	17	4	54
11:45AM	0	15	5	0	20	11	5	7	0	0	12	2	0	0	0	0	0	4	6	16	4	0	26	13	58
Hourly Total	0	51	21	0	72	30	27	29	0	0	56	13	0	0	2	0	2	11	18	58	12	0	88	23	218
12:00PM	0	12	3	0	15	10	11	6	0	0	17	7	0	0	0	0	0	6	3	15	5	0	23	3	55
12:15PM	0	12	1	0	13	9	9	9	0	0	18	12	0	0	0	0	0	12	4	15	2	0	21	12	52
12:30PM	0	13	3	0	16	20	8	5	0	0	13	12	0	0	0	0	0	10	2	18	0	0	20	3	49
12:45PM	0	10	7	0	17	8	4	6	0	0	10	9	1	0	0	0	1	8	3	12	5	0	20	3	48
Hourly Total	0	47	14	0	61	47	32	26	0	0	58	40	1	0	0	0	1	36	12	60	12	0	84	21	204
1:00PM	0	17	1	0	18	3	9	8	0	0	17	4	0	0	0	0	0	4	1	20	6	0	27	3	62
1:15PM	0	18	10	0	28	7	10	4	0	0	14	5	0	0	0	0	0	2	6	18	6	0	30	3	72
1:30PM	0	7	6	0	13	13	5	8	0	0	13	7	0	0	0	0	0	4	5	22	1	0	28	1	54
1:45PM	0	11	5	0	16	8	9	9	1	0	19	6	0	0	0	0	0	3	2	15	5	0	22	3	57
Hourly Total	0	53	22	0	75	31	33	29	1	0	63	22	0	0	0	0	0	13	14	75	18	0	107	10	245
4:00PM	0	18	3	0	21	4	2	5	0	0	7	13	0	0	0	0	0	10	6	17	4	0	27	1	55
4:15PM	0	27	8	0	35	10	5	5	0	0	10	2	0	0	0	0	0	1	5	13	5	0	23	0	68
4:30PM	0	20	5	0	25	15	9	9	0	0	18	6	0	0	0	0	0	4	2	21	5	0	28	0	71
4:45PM	0	19	2	0	21	11	12	9	0	0	21	1	0	0	0	0	0	5	4	26	2	0	32	2	74
Hourly Total	0	84	18	0	102	40	28	28	0	0	56	22	0	0	0	0	0	20	17	77	16	0	110	3	268
5:00PM	0	36	4	0	40	7	8	3	0	0	11	4	0	0	0	0	0	2	2	27	3	0	32	2	83
5:15PM	0	23	6	0	29	19	12	4	0	0	16	8	0	0	0	0	0	6	4	20	3	0	27	4	72
5:30PM	0	21	3	0	24	20	9	3	0	0	12	3	0	0	0	0	0	10	6	14	1	0	21	1	57
5:45PM	0	16	3	0	19	3	9	13	0	0	22	7	0	0	0	0	0	9	2	24	2	0	28	4	69
Hourly Total	0	96	16	0	112	49	38	23	0	0	61	22	0	0	0	0	0	27	14	85	9	0	108	11	281
6:00PM	0	16	2	0	18	14	9	6	0	0	15	6	0	0	0	0	0	5	2	23	1	0	26	2	59
6:15PM	0	10	3	0	13	25	9	2	0	0	11	9	0	0	0	0	0	7	1	13	1	0	15	0	39
6:30PM	0	10	4	0	14	12	8	4	0	0	12	2	0	0	0	0	0	9	1	14	2	0	17	4	43
6:45PM	0	14	3	0	17	5	10	3	0	0	13	6	0	0	0	0	0	5	1	15	3	0	19	0	49
Hourly Total	0	50	12	0	62	56	36	15	0	0	51	23	0	0	0	0	0	26	5	65	7	0	77	6	190
Total	0	439	118	0	557	287	234	208	1	0	443	187	1	0	2	0	3	150	108	515	105	0	728	94	1731
% Approach	0%	78.8%	21.2%	0%	-	-	52.8%	47.0%	0.2%	0%	-	-	33.3%	0%	66.7%	0%	-	-	14.8%	70.7%	14.4%	0%	-	-	-
% Total	0%	25.4%	6.8%	0%	32.2%	-	13.5%	12.0%	0.1%	0%	25.6%	-	0.1%	0%	0.1%	0%	0.2%	-	6.2%	29.8%	6.1%	0%	42.1%	-	-
Lights	0	437	118	0	555	-	233	204	1	0	438	-	1	0	2	0	3	-	107	513	103	0	723	-	1719
% Lights	0%	99.5%	100%	0%	99.6%	-	99.6%	98.1%	100%	0%	98.9%	-	100%	0%	100%	0%	100%	-	99.1%	99.6%	98.1%	0%	99.3%	-	99.3%
Articulated Trucks	0	0	0	0	0	-	0	1	0	0	1	-	0	0	0	0	0	-	0	0	0	0	0	-	1
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0.5%	0%	0%	0.2%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0.1%
Buses and Single-Unit Trucks	0	2	0	0	2	-	1	3	0	0	4	-	0	0	0	0	0	-	1	2	2	0	5	-	11
% Buses and Single-Unit Trucks	0%	0.5%	0%	0%	0.4%	-	0.4%	1.4%	0%	0%	0.9%	-	0%	0%	0%	0%	0%	-	0.9%	0.4%	1.9%	0%	0.7%	-	0.6%
Pedestrians	-	-	-	-	-	285	-	-	-	-	-	184	-	-	-	-	-	148	-	-	-	-	-	93	
% Pedestrians	-	-	-	-	-	99.3%	-	-	-	-	-	98.4%	-	-	-	-	-	98.7%	-	-	-	-	-	98.9%	-
Bicycles on Crosswalk	-	-	-	-	-	2	-	-	-	-	-	3	-	-	-	-	-	2	-	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	0.7%	-	-	-	-	-	1.6%	-	-	-	-	-	1.3%	-	-	-	-	-	1.1%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

8. Meadow Street at N Block Avenue - TMC

Thu Feb 27, 2025

Full Length (9 AM-2 PM, 4 PM-7 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

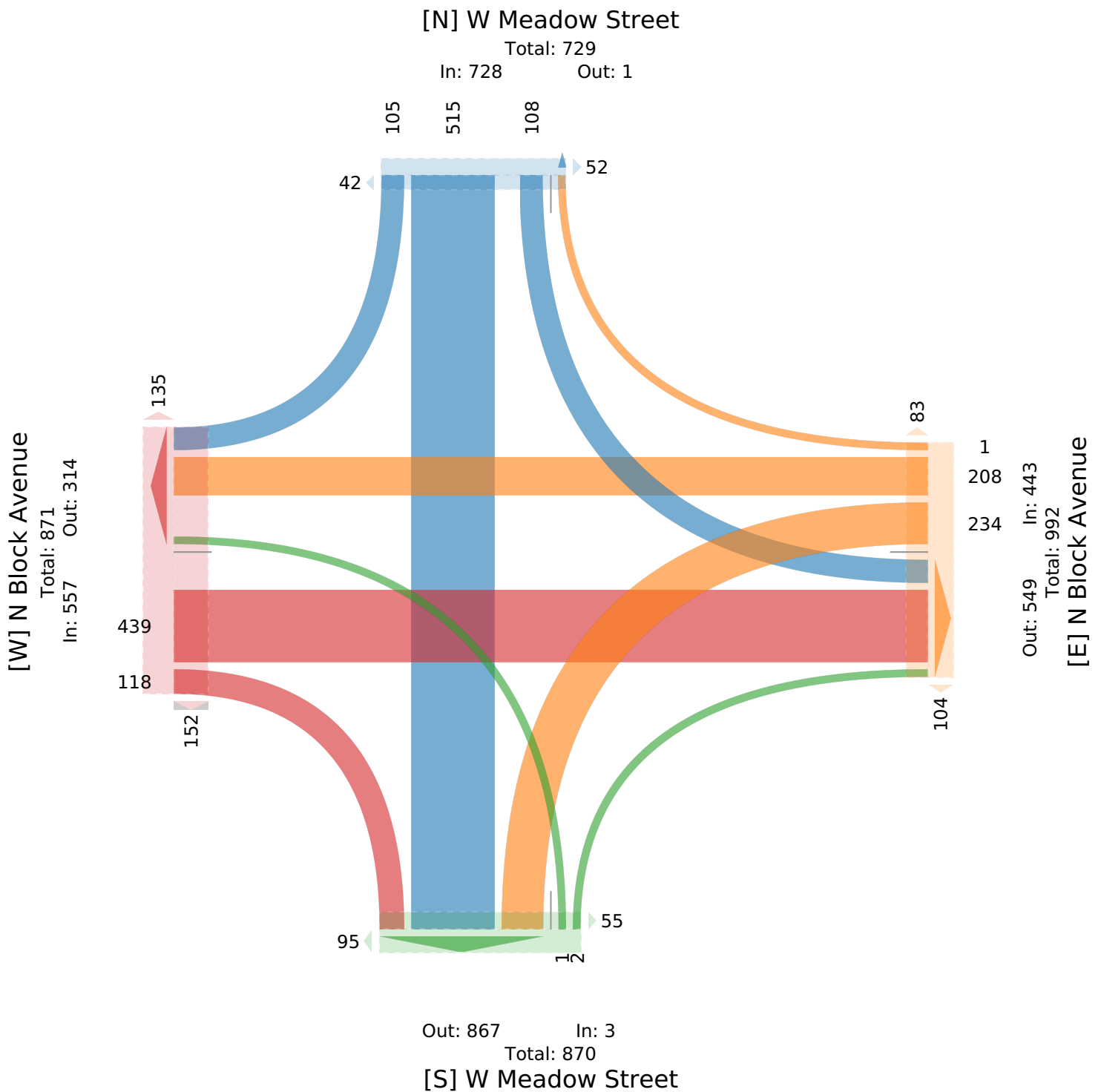
All Movements

ID: 1272703, Location: 36.063667, -94.160569



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



8. Meadow Street at N Block Avenue - TMC

Thu Feb 27, 2025

AM Peak (10 AM - 11 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272703, Location: 36.063667, -94.160569



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	N Block Avenue Eastbound						N Block Avenue Westbound						W Meadow Street Northbound						W Meadow Street Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 10:00AM	0	7	1	0	8	9	7	8	0	0	15	4	0	0	0	0	0	3	3	10	5	0	18	5	41
10:15AM	0	10	1	0	11	6	1	9	0	0	10	4	0	0	0	0	0	2	3	20	1	0	24	2	45
10:30AM	0	12	2	0	14	4	5	6	0	0	11	3	0	0	0	0	0	1	4	6	3	0	13	5	38
10:45AM	0	10	1	0	11	7	7	5	0	0	12	6	0	0	0	0	0	4	8	21	6	0	35	0	58
Total	0	39	5	0	44	26	20	28	0	0	48	17	0	0	0	0	0	10	18	57	15	0	90	12	182
% Approach	0%	88.6%	11.4%	0%	-	-	41.7%	58.3%	0%	0%	-	-	0%	0%	0%	0%	-	-	20.0%	63.3%	16.7%	0%	-	-	-
% Total	0%	21.4%	2.7%	0%	24.2%	-	11.0%	15.4%	0%	0%	26.4%	-	0%	0%	0%	0%	0%	-	9.9%	31.3%	8.2%	0%	49.5%	-	-
PHF	-	0.813	0.625	-	0.786	-	0.714	0.778	-	-	0.800	-	-	-	-	-	-	-	0.563	0.679	0.625	-	0.643	-	0.784
Lights	0	38	5	0	43	-	20	28	0	0	48	-	0	0	0	0	0	-	18	56	15	0	89	-	180
% Lights	0%	97.4%	100%	0%	97.7%	-	100%	100%	0%	0%	100%	-	0%	0%	0%	0%	-	-	100%	98.2%	100%	0%	98.9%	-	98.9%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	1	0	0	1	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1	0	0	1	-	2
% Buses and Single-Unit Trucks	0%	2.6%	0%	0%	2.3%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	1.8%	0%	0%	1.1%	-	1.1%
Pedestrians	-	-	-	-	-	26	-	-	-	-	-	17	-	-	-	-	-	10	-	-	-	-	-	12	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

8. Meadow Street at N Block Avenue - TMC

Thu Feb 27, 2025

AM Peak (10 AM - 11 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

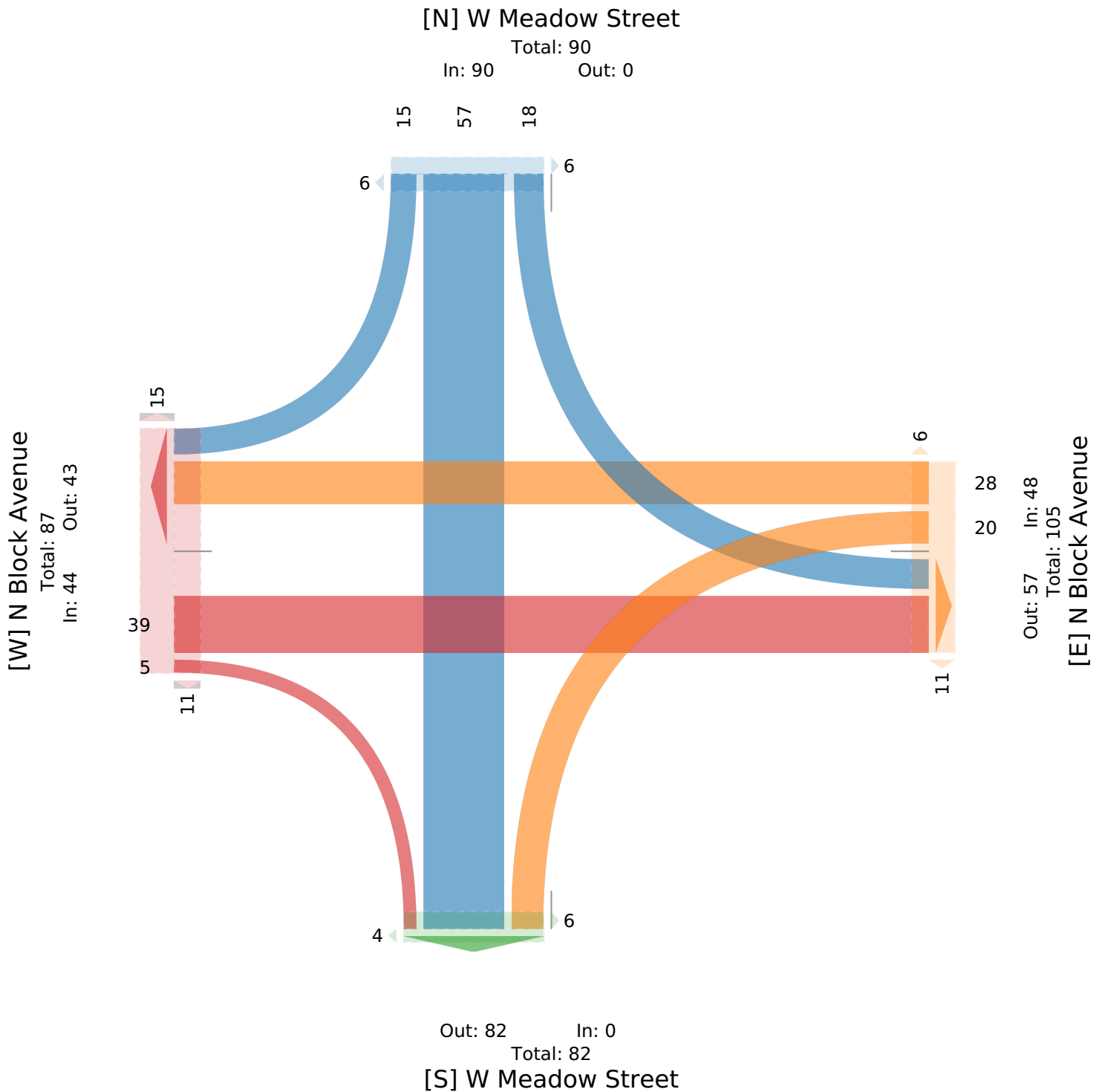
All Movements

ID: 1272703, Location: 36.063667, -94.160569



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5215 Sycamore Ave.,
Pasadena, TX, 77503, US



8. Meadow Street at N Block Avenue - TMC

Thu Feb 27, 2025

Midday Peak (1 PM - 2 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272703, Location: 36.063667, -94.160569



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	N Block Avenue Eastbound						N Block Avenue Westbound						W Meadow Street Northbound						W Meadow Street Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 1:00PM	0	17	1	0	18	3	9	8	0	0	17	4	0	0	0	0	0	4	1	20	6	0	27	3	62
1:15PM	0	18	10	0	28	7	10	4	0	0	14	5	0	0	0	0	0	2	6	18	6	0	30	3	72
1:30PM	0	7	6	0	13	13	5	8	0	0	13	7	0	0	0	0	0	4	5	22	1	0	28	1	54
1:45PM	0	11	5	0	16	8	9	9	1	0	19	6	0	0	0	0	0	3	2	15	5	0	22	3	57
Total	0	53	22	0	75	31	33	29	1	0	63	22	0	0	0	0	0	13	14	75	18	0	107	10	245
% Approach	0%	70.7%	29.3%	0%	-	-	52.4%	46.0%	1.6%	0%	-	-	0%	0%	0%	0%	-	-	13.1%	70.1%	16.8%	0%	-	-	-
% Total	0%	21.6%	9.0%	0%	30.6%	-	13.5%	11.8%	0.4%	0%	25.7%	-	0%	0%	0%	0%	0%	-	5.7%	30.6%	7.3%	0%	43.7%	-	-
PHF	-	0.736	0.550	-	0.670	-	0.825	0.806	0.250	-	0.829	-	-	-	-	-	-	-	0.583	0.852	0.750	-	0.892	-	0.851
Lights	0	53	22	0	75	-	33	29	1	0	63	-	0	0	0	0	0	-	14	74	17	0	105	-	243
% Lights	0%	100%	100%	0%	100%	-	100%	100%	100%	0%	100%	-	0%	0%	0%	0%	-	-	100%	98.7%	94.4%	0%	98.1%	-	99.2%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1	1	0	2	-	2
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	1.3%	5.6%	0%	1.9%	-	0.8%
Pedestrians	-	-	-	-	-	30	-	-	-	-	-	21	-	-	-	-	-	13	-	-	-	-	-	10	
% Pedestrians	-	-	-	-	-	96.8%	-	-	-	-	-	95.5%	-	-	-	-	-	100%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	3.2%	-	-	-	-	-	4.5%	-	-	-	-	-	0%	-	-	-	-	-	0%	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

8. Meadow Street at N Block Avenue - TMC

Thu Feb 27, 2025

Midday Peak (1 PM - 2 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

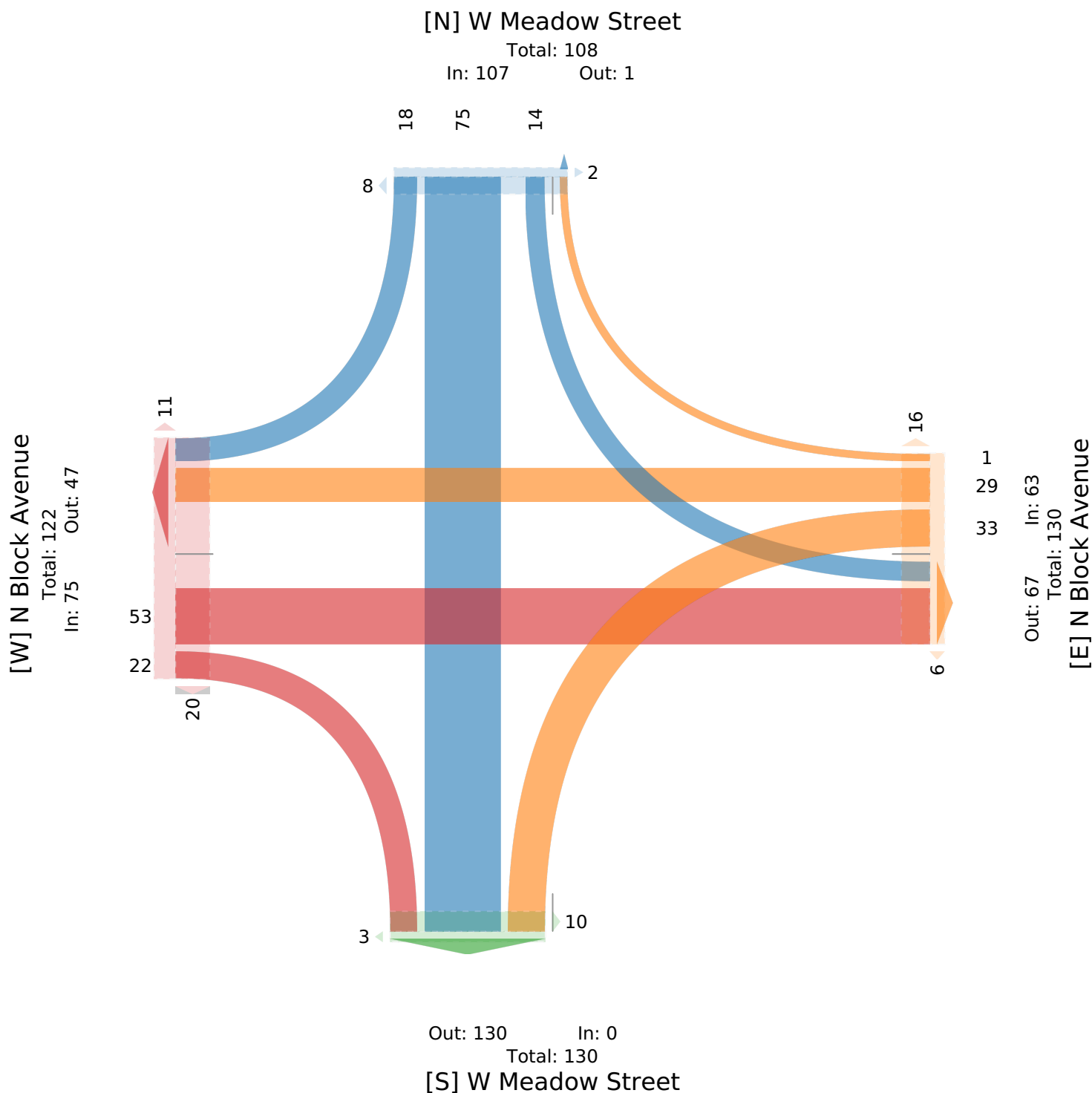
All Movements

ID: 1272703, Location: 36.063667, -94.160569



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5215 Sycamore Ave.,
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8. Meadow Street at N Block Avenue - TMC

Thu Feb 27, 2025

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1272703, Location: 36.063667, -94.160569



Provided by: C. J. Hensch & Associates Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	N Block Avenue Eastbound						N Block Avenue Westbound						W Meadow Street Northbound						W Meadow Street Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2025-02-27 4:30PM	0	20	5	0	25	15	9	9	0	0	18	6	0	0	0	0	0	4	2	21	5	0	28	0	71
4:45PM	0	19	2	0	21	11	12	9	0	0	21	1	0	0	0	0	0	5	4	26	2	0	32	2	74
5:00PM	0	36	4	0	40	7	8	3	0	0	11	4	0	0	0	0	0	2	2	27	3	0	32	2	83
5:15PM	0	23	6	0	29	19	12	4	0	0	16	8	0	0	0	0	0	6	4	20	3	0	27	4	72
Total	0	98	17	0	115	52	41	25	0	0	66	19	0	0	0	0	0	17	12	94	13	0	119	8	300
% Approach	0%	85.2%	14.8%	0%	-	-	62.1%	37.9%	0%	0%	-	-	0%	0%	0%	0%	-	-	10.1%	79.0%	10.9%	0%	-	-	-
% Total	0%	32.7%	5.7%	0%	38.3%	-	13.7%	8.3%	0%	0%	22.0%	-	0%	0%	0%	0%	0%	-	4.0%	31.3%	4.3%	0%	39.7%	-	-
PHF	-	0.681	0.708	-	0.719	-	0.854	0.694	-	-	0.786	-	-	-	-	-	-	-	0.750	0.870	0.650	-	0.930	-	0.904
Lights	0	98	17	0	115	-	41	25	0	0	66	-	0	0	0	0	0	-	11	94	13	0	118	-	299
% Lights	0%	100%	100%	0%	100%	-	100%	100%	0%	0%	100%	-	0%	0%	0%	0%	-	-	91.7%	100%	100%	0%	99.2%	-	99.7%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	1	0	0	0	1	-	1
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	-	-	8.3%	0%	0%	0%	0.8%	-	0.3%
Pedestrians	-	-	-	-	-	52	-	-	-	-	-	19	-	-	-	-	-	17	-	-	-	-	-	8	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

8. Meadow Street at N Block Avenue - TMC

Thu Feb 27, 2025

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

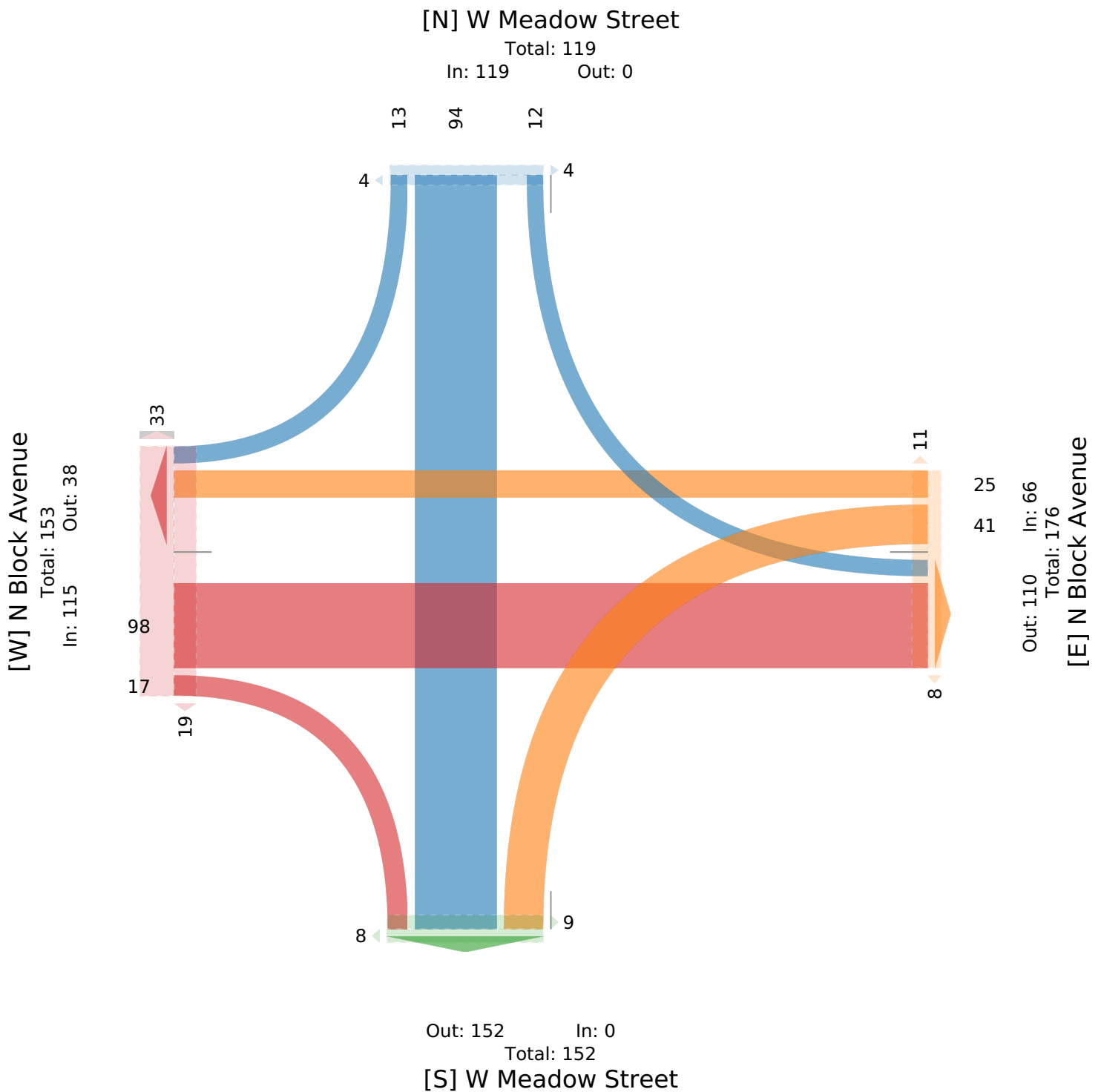
All Movements

ID: 1272703, Location: 36.063667, -94.160569



Provided by: C. J. Hensch & Associates
Inc.

5215 Sycamore Ave.,
Pasadena, TX, 77503, US



APPENDIX

NCHRP Right-Turn Deceleration Lane Analysis

NCHRP Right Turn Lane Analysis
(Southbound Right-Turn on Block Avenue at Site Driveway)

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

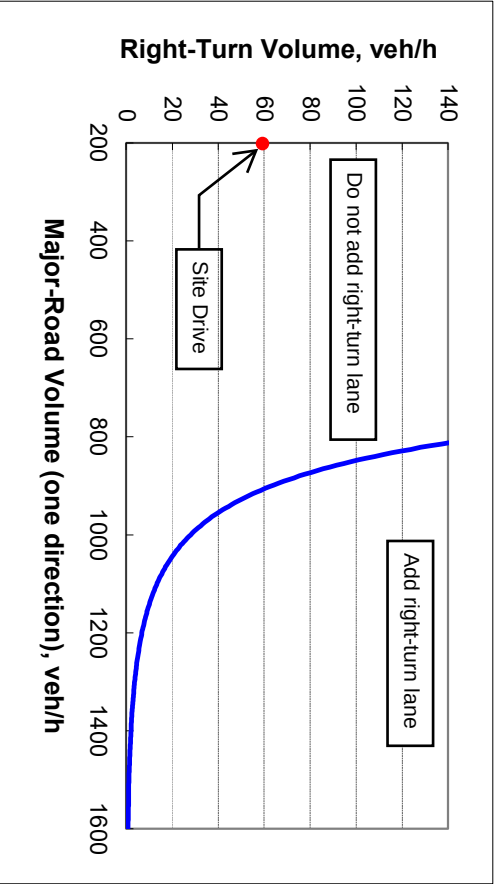
Roadway geometry:		2-LANE ROADWAY
Variable	Value	
Major-road speed, mph:	20	
Major-road volume (one direction), veh/h:	180	
Right-turn volume, veh/h:	60	

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	16435527

Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:

Do NOT add right-turn bay.



APPENDIX

Synchro Outputs

2025 Existing Traffic Operations (Midday & PM Peak Hour)

2029 Background Traffic Operations (Midday & PM Peak Hour)

2029 Buildout Traffic Operations (Midday & PM Peak Hour)

Intersection						
Int Delay, s/veh	1.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	262	17	17	262	32	47
Future Vol, veh/h	262	17	17	262	32	47
Conflicting Peds, #/hr	0	34	30	0	34	30
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	279	18	18	279	34	50
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	331	0	671	352
Stage 1	-	-	-	-	322	-
Stage 2	-	-	-	-	349	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1229	-	422	692
Stage 1	-	-	-	-	735	-
Stage 2	-	-	-	-	714	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1189	-	388	650
Mov Cap-2 Maneuver	-	-	-	-	388	-
Stage 1	-	-	-	-	711	-
Stage 2	-	-	-	-	679	-
Approach	EB		WB		NB	
HCM Control Delay, s/v	0		0.49		13.44	
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	510	-	-	110	-	
HCM Lane V/C Ratio	0.165	-	-	0.015	-	
HCM Control Delay (s/veh)	13.4	-	-	8.1	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.6	-	-	0	-	

Intersection							
Int Delay, s/veh	0						
Movement	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Vol, veh/h	310	0	1	1	285	0	2
Future Vol, veh/h	310	0	1	1	285	0	2
Conflicting Peds, #/hr	0	30	0	30	0	30	30
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	-	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	-	0	0	-
Grade, %	0	-	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	330	0	1	1	303	0	2
Major/Minor	Major1	Major2		Minor1			
Conflicting Flow All	0	0	-	360	0	695	390
Stage 1	-	-	-	-	-	360	-
Stage 2	-	-	-	-	-	335	-
Critical Hdwy	-	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	-	1199	-	408	659
Stage 1	-	-	-	-	-	706	-
Stage 2	-	-	-	-	-	724	-
Platoon blocked, %	-	-			-		
Mov Cap-1 Maneuver	-	-	~-2	~-2	-	389	628
Mov Cap-2 Maneuver	-	-	-	-	-	389	-
Stage 1	-	-	-	-	-	693	-
Stage 2	-	-	-	-	-	704	-
Approach	EB	WB		NB			
HCM Control Delay, s/v	0			10.76			
HCM LOS				B			
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	628	-	-	13	-		
HCM Lane V/C Ratio	0.003	-	-	-	-		
HCM Control Delay (s/veh)	10.8	-	-	-	-		
HCM Lane LOS	B	-	-	-	-		
HCM 95th %tile Q(veh)	0	-	-	-	-		
Notes							
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon	

HCM 7th Edition methodology does not support clustered intersections.

HCM 7th Edition methodology does not support clustered intersections.

Intersection

Intersection Delay, s/veh 7.5

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	35	10	7	25	7	16	58	6	4	25	4
Future Vol, veh/h	6	35	10	7	25	7	16	58	6	4	25	4
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	38	11	8	27	8	18	64	7	4	27	4
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left SB		NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right NB		SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.4	7.4	7.7	7.4
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	20%	12%	18%	12%
Vol Thru, %	73%	69%	64%	76%
Vol Right, %	8%	20%	18%	12%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	80	51	39	33
LT Vol	16	6	7	4
Through Vol	58	35	25	25
RT Vol	6	10	7	4
Lane Flow Rate	88	56	43	36
Geometry Grp	1	1	1	1
Degree of Util (X)	0.101	0.064	0.049	0.042
Departure Headway (Hd)	4.128	4.087	4.12	4.125
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	862	866	858	859
Service Time	2.186	2.161	2.197	2.194
HCM Lane V/C Ratio	0.102	0.065	0.05	0.042
HCM Control Delay, s/veh	7.7	7.4	7.4	7.4
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.3	0.2	0.2	0.1

Intersection													
Int Delay, s/veh	0.6												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕				↕			↕			↕	
Traffic Vol, veh/h	2	41	0	1	0	37	0	0	0	0	2	0	2
Future Vol, veh/h	2	41	0	1	0	37	0	0	0	0	2	0	2
Conflicting Peds, #/hr	9	0	9	0	9	0	9	9	0	9	9	0	9
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	46	0	1	0	42	0	0	0	0	2	0	2

Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	51	0	0	-	55	0	0	110	112	64	110	112	60
Stage 1	-	-	-	-	-	-	-	60	60	-	51	53	-
Stage 2	-	-	-	-	-	-	-	51	53	-	60	60	-
Critical Hdwy	4.12	-	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1556	-	-	-	1550	-	-	868	778	1000	868	778	1006
Stage 1	-	-	-	-	-	-	-	952	845	-	962	851	-
Stage 2	-	-	-	-	-	-	-	962	851	-	952	845	-
Platoon blocked, %		-	-			-	-						
Mov Cap-1 Maneuver	1547	-	-	-	-	-	-	853	768	986	854	768	992
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	853	768	-	854	768	-
Stage 1	-	-	-	-	-	-	-	945	839	-	957	846	-
Stage 2	-	-	-	-	-	-	-	952	846	-	942	839	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v 0.34			0	8.94
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	84	-	-	47	-	-	918
HCM Lane V/C Ratio	-	0.001	-	-	-	-	-	0.005
HCM Control Delay (s/veh)	0	7.3	0	-	-	-	-	8.9
HCM Lane LOS	A	A	A	-	-	-	-	A
HCM 95th %tile Q(veh)	-	0	-	-	-	-	-	0

Intersection												
Int Delay, s/veh	4.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	33	9	12	25	0	0	0	0	12	91	9
Future Vol, veh/h	0	33	9	12	25	0	0	0	0	12	91	9
Conflicting Peds, #/hr	25	0	17	19	0	27	17	0	19	27	0	25
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	35	10	13	27	0	0	0	0	13	97	10

Major/Minor	Minor2		Minor1		Major2	
Conflicting Flow All	-	179	146	186	184	-
Stage 1	-	152	-	27	27	-
Stage 2	-	27	-	159	157	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-
Pot Cap-1 Maneuver	0	715	902	775	710	0
Stage 1	0	772	-	-	-	0
Stage 2	0	-	-	843	768	0
Platoon blocked, %						-
Mov Cap-1 Maneuver	-	674	880	702	670	-
Mov Cap-2 Maneuver	-	674	-	702	670	-
Stage 1	-	747	-	-	-	-
Stage 2	-	-	-	788	743	-

Approach	EB	WB	SB
HCM Control Delay, s/v10.42		10.62	0.79
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	709	680	189	-
HCM Lane V/C Ratio	0.063	0.058	0.008	-
HCM Control Delay (s/veh)	10.4	10.6	7.3	0
HCM Lane LOS	B	B	A	A
HCM 95th %tile Q(veh)	0.2	0.2	0	-

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	53	22	33	29	0	0	0	0	14	75	18
Future Vol, veh/h	0	53	22	33	29	0	0	0	0	14	75	18
Conflicting Peds, #/hr	41	0	44	35	0	32	44	0	35	32	0	41
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	62	26	39	34	0	0	0	0	16	88	21

Major/Minor	Minor2		Minor1		Major2	
Conflicting Flow All	-	205	184	228	215	-
Stage 1	-	173	-	32	32	-
Stage 2	-	32	-	196	183	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-
Pot Cap-1 Maneuver	0	692	859	727	682	0
Stage 1	0	756	-	-	-	0
Stage 2	0	-	-	805	748	0
Platoon blocked, %						-
Mov Cap-1 Maneuver	-	637	825	609	628	-
Mov Cap-2 Maneuver	-	637	-	609	628	-
Stage 1	-	718	-	-	-	-
Stage 2	-	-	-	704	710	-

Approach	EB	WB	SB
HCM Control Delay, s/v11.05		11.6	0.96
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	683 618	227	-	-
HCM Lane V/C Ratio	0.129 0.118	0.011	-	-
HCM Control Delay (s/veh)	11.1 11.6	7.4	0	-
HCM Lane LOS	B B	A A	-	-
HCM 95th %tile Q(veh)	0.4 0.4	0	-	-

151 W. Dickson St TIA
HCM 7th Signalized Intersection Summary

2025 Existing - Midday Peak

10: College Ave & Dickson St

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	214	30	89	39	24	19	94	826	44	35	835	186
Future Volume (veh/h)	214	30	89	39	24	19	94	826	44	35	835	186
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	0.97		0.98	0.97		0.94	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	216	30	90	39	24	19	95	834	44	35	843	188
Peak Hour Factor	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	360	69	208	216	71	56	373	2066	109	419	1697	378
Arrive On Green	0.13	0.17	0.17	0.03	0.08	0.08	0.04	0.60	0.60	0.03	0.59	0.59
Sat Flow, veh/h	1781	407	1221	1781	938	743	1781	3431	181	1781	2883	643
Grp Volume(v), veh/h	216	0	120	39	0	43	95	432	446	35	519	512
Grp Sat Flow(s),veh/h/ln	1781	0	1627	1781	0	1681	1781	1777	1835	1781	1777	1749
Q Serve(g_s), s	11.7	0.0	7.2	2.2	0.0	2.6	2.3	13.9	13.9	0.8	18.5	18.5
Cycle Q Clear(g_c), s	11.7	0.0	7.2	2.2	0.0	2.6	2.3	13.9	13.9	0.8	18.5	18.5
Prop In Lane	1.00		0.75	1.00		0.44	1.00		0.10	1.00		0.37
Lane Grp Cap(c), veh/h	360	0	278	216	0	127	373	1070	1105	419	1046	1030
V/C Ratio(X)	0.60	0.00	0.43	0.18	0.00	0.34	0.26	0.40	0.40	0.08	0.50	0.50
Avail Cap(c_a), veh/h	388	0	381	250	0	240	549	1070	1105	456	1046	1030
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.7	0.0	40.4	44.3	0.0	47.7	9.7	11.4	11.4	8.8	13.0	13.0
Incr Delay (d2), s/veh	2.3	0.0	1.1	0.4	0.0	1.5	0.4	1.1	1.1	0.1	1.7	1.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.4	0.0	3.0	1.0	0.0	1.2	0.8	5.4	5.6	0.3	7.3	7.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	40.0	0.0	41.5	44.7	0.0	49.2	10.0	12.5	12.5	8.9	14.7	14.7
LnGrp LOS	D		D	D		D	B	B	B	A	B	B
Approach Vol, veh/h	336				82		973				1066	
Approach Delay, s/veh	40.5				47.1		12.3				14.5	
Approach LOS	D				D		B				B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	7.8	70.0	8.0	23.1	9.2	68.5	18.3	12.7				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.5	65.5	5.5	25.5	15.5	55.5	15.5	15.5				
Max Q Clear Time (g_c+I1), s	2.8	15.9	4.2	9.2	4.3	20.5	13.7	4.6				
Green Ext Time (p_c), s	0.0	6.5	0.0	0.6	0.1	8.0	0.1	0.1				

Intersection Summary

HCM 7th Control Delay, s/veh	18.3
HCM 7th LOS	B

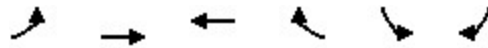
Notes

User approved pedestrian interval to be less than phase max green.

151 W. Dickson St TIA
Lanes, Volumes, Timings

2025 Existing - Midday Peak

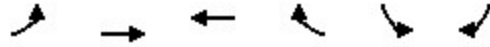
3: Dickson St & St Charles Ave



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Lane Configurations		↰	↱		↰	↱		
Traffic Volume (vph)	31	284	241	51	50	48		
Future Volume (vph)	31	284	241	51	50	48		
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Ped Bike Factor		1.00	0.99		0.94			
Frt			0.976		0.934			
Flt Protected		0.995			0.975			
Satd. Flow (prot)	0	1853	1801	0	1632	0		
Flt Permitted		0.927			0.975			
Satd. Flow (perm)	0	1721	1801	0	1603	0		
Right Turn on Red				Yes		Yes		
Satd. Flow (RTOR)			28		55			
Link Speed (mph)		25	25		25			
Link Distance (ft)		110	90		560			
Travel Time (s)		3.0	2.5		15.3			
Confl. Peds. (#/hr)	35			21	21	35		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88		
Adj. Flow (vph)	35	323	274	58	57	55		
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	358	332	0	112	0		
Enter Blocked Intersection	No	No	No	No	No	No		
Lane Alignment	Left	Left	Left	Right	Left	Right		
Median Width(ft)		0	0		12			
Link Offset(ft)		0	0		0			
Crosswalk Width(ft)		16	16		16			
Two way Left Turn Lane								
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Turning Speed (mph)	60			60	60	60		
Number of Detectors	1	2	2		1			
Detector Template	Left	Thru	Thru		Left			
Leading Detector (ft)	20	100	100		20			
Trailing Detector (ft)	0	0	0		0			
Detector 1 Position(ft)	0	0	0		0			
Detector 1 Size(ft)	20	6	6		20			
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex			
Detector 1 Channel								
Detector 1 Extend (s)	0.0	0.0	0.0		0.0			
Detector 1 Queue (s)	0.0	0.0	0.0		0.0			
Detector 1 Delay (s)	0.0	0.0	0.0		0.0			
Detector 2 Position(ft)		94	94					
Detector 2 Size(ft)		6	6					
Detector 2 Type		Cl+Ex	Cl+Ex					
Detector 2 Channel								
Detector 2 Extend (s)		0.0	0.0					
Turn Type	Perm	NA	NA		Prot			
Protected Phases		4	8		6 14		6	14
Permitted Phases	4							
Detector Phase	4	4	8		6 14			

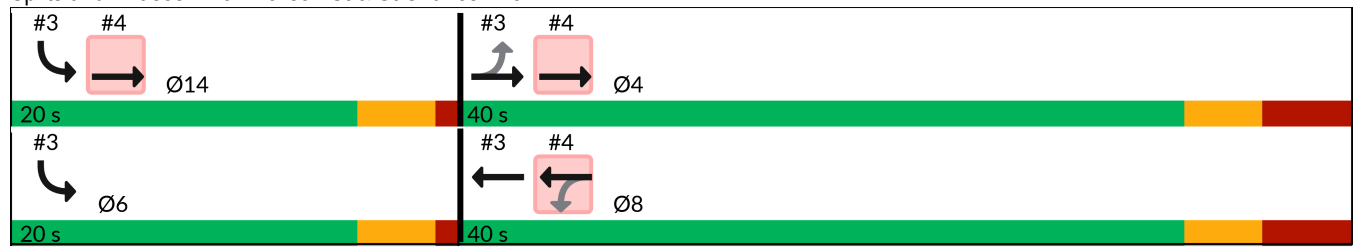
151 W. Dickson St TIA
Lanes, Volumes, Timings

2025 Existing - Midday Peak
3: Dickson St & St Charles Ave



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0				5.0	5.0
Minimum Split (s)	25.5	25.5	25.5				22.5	22.5
Total Split (s)	40.0	40.0	40.0				20.0	20.0
Total Split (%)	66.7%	66.7%	66.7%				33%	33%
Maximum Green (s)	32.5	32.5	32.5				15.5	15.5
Yellow Time (s)	3.5	3.5	3.5				3.5	3.5
All-Red Time (s)	4.0	4.0	4.0				1.0	1.0
Lost Time Adjust (s)		0.0	0.0					
Total Lost Time (s)		7.5	7.5					
Lead/Lag								
Lead-Lag Optimize?								
Vehicle Extension (s)	3.0	3.0	3.0				3.0	3.0
Recall Mode	None	None	None				Max	None
Walk Time (s)	7.0	7.0	7.0				7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0				11.0	11.0
Pedestrian Calls (#/hr)	0	0	0				0	0
Act Effct Green (s)		16.3	16.3		18.3			
Actuated g/C Ratio		0.35	0.35		0.39			
v/c Ratio		0.60	0.51		0.17			
Control Delay (s/veh)		16.5	4.4		7.9			
Queue Delay		0.0	0.0		0.0			
Total Delay (s/veh)		16.5	4.4		7.9			
LOS		B	A		A			
Approach Delay (s/veh)		16.5	4.4		7.9			
Approach LOS		B	A		A			
Queue Length 50th (ft)		75	5		9			
Queue Length 95th (ft)		129	10		41			
Internal Link Dist (ft)		30	10		480			
Turn Bay Length (ft)								
Base Capacity (vph)		1215	1279		671			
Starvation Cap Reductn		0	0		0			
Spillback Cap Reductn		0	0		0			
Storage Cap Reductn		0	0		0			
Reduced v/c Ratio		0.29	0.26		0.17			
Intersection Summary								
Area Type:	Other							
Cycle Length: 60								
Actuated Cycle Length: 46.8								
Natural Cycle: 50								
Control Type: Actuated-Uncoordinated								
Maximum v/c Ratio: 0.60								
Intersection Signal Delay (s/veh): 10.3					Intersection LOS: B			
Intersection Capacity Utilization 64.0%					ICU Level of Service C			
Analysis Period (min) 15								

Splits and Phases: 3: Dickson St & St Charles Ave



151 W. Dickson St TIA
Lanes, Volumes, Timings

2025 Existing - Midday Peak
4: Block Ave & Dickson St

	→	↘	↙	←	↖	↗			
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Lane Configurations	↗		↖	↗					
Traffic Volume (vph)	292	42	55	292	0	0			
Future Volume (vph)	292	42	55	292	0	0			
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900			
Storage Length (ft)		0	75		0	0			
Storage Lanes		0	1		0	0			
Taper Length (ft)			25		25				
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Ped Bike Factor	0.99		0.99						
Frt	0.983								
Flt Protected			0.950						
Satd. Flow (prot)	1817	0	1770	1863	0	0			
Flt Permitted			0.552						
Satd. Flow (perm)	1817	0	1017	1863	0	0			
Right Turn on Red		Yes				Yes			
Satd. Flow (RTOR)									
Link Speed (mph)	25			25	20				
Link Distance (ft)	90			782	597				
Travel Time (s)	2.5			21.3	20.4				
Confl. Peds. (#/hr)		25	11						
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96			
Adj. Flow (vph)	304	44	57	304	0	0			
Shared Lane Traffic (%)									
Lane Group Flow (vph)	348	0	57	304	0	0			
Enter Blocked Intersection	No	No	No	No	No	No			
Lane Alignment	Left	Right	Left	Left	Left	Right			
Median Width(ft)	12			12	0				
Link Offset(ft)	0			0	0				
Crosswalk Width(ft)	16			16	16				
Two way Left Turn Lane									
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Turning Speed (mph)		60	60		60	60			
Number of Detectors	2		1	2					
Detector Template	Thru		Left	Thru					
Leading Detector (ft)	100		20	100					
Trailing Detector (ft)	0		0	0					
Detector 1 Position(ft)	0		0	0					
Detector 1 Size(ft)	6		20	6					
Detector 1 Type	Cl+Ex		Cl+Ex	Cl+Ex					
Detector 1 Channel									
Detector 1 Extend (s)	0.0		0.0	0.0					
Detector 1 Queue (s)	0.0		0.0	0.0					
Detector 1 Delay (s)	0.0		0.0	0.0					
Detector 2 Position(ft)	94			94					
Detector 2 Size(ft)	6			6					
Detector 2 Type	Cl+Ex			Cl+Ex					
Detector 2 Channel									
Detector 2 Extend (s)	0.0			0.0					
Turn Type	NA		Perm	NA					

151 W. Dickson St TIA
Lanes, Volumes, Timings

2025 Existing - Midday Peak
4: Block Ave & Dickson St

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Protected Phases	4 14			8			4	6	14
Permitted Phases			8						
Detector Phase	4 14		8	8					
Switch Phase									
Minimum Initial (s)			5.0	5.0			5.0	5.0	5.0
Minimum Split (s)			25.5	25.5			25.5	22.5	22.5
Total Split (s)			40.0	40.0			40.0	20.0	20.0
Total Split (%)			66.7%	66.7%			67%	33%	33%
Maximum Green (s)			32.5	32.5			32.5	15.5	15.5
Yellow Time (s)			3.5	3.5			3.5	3.5	3.5
All-Red Time (s)			4.0	4.0			4.0	1.0	1.0
Lost Time Adjust (s)			0.0	0.0					
Total Lost Time (s)			7.5	7.5					
Lead/Lag									
Lead-Lag Optimize?									
Vehicle Extension (s)			3.0	3.0			3.0	3.0	3.0
Recall Mode			None	None			None	Max	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0
Flash Don't Walk (s)			11.0	11.0			11.0	11.0	11.0
Pedestrian Calls (#/hr)			0	0			0	0	0
Act Effect Green (s)	46.8		16.3	16.3					
Actuated g/C Ratio	1.00		0.35	0.35					
v/c Ratio	0.19		0.16	0.47					
Control Delay (s/veh)	0.2		10.7	13.8					
Queue Delay	0.0		0.0	0.0					
Total Delay (s/veh)	0.2		10.7	13.8					
LOS	A		B	B					
Approach Delay (s/veh)	0.2			13.3					
Approach LOS	A			B					
Queue Length 50th (ft)	0		10	61					
Queue Length 95th (ft)	0		27	108					
Internal Link Dist (ft)	10			702	517				
Turn Bay Length (ft)			75						
Base Capacity (vph)	1749		718	1315					
Starvation Cap Reductn	0		0	0					
Spillback Cap Reductn	0		0	0					
Storage Cap Reductn	0		0	0					
Reduced v/c Ratio	0.20		0.08	0.23					

Intersection Summary

Area Type: Other

Cycle Length: 60

Actuated Cycle Length: 46.8

Natural Cycle: 50

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.60

Intersection Signal Delay (s/veh): 6.9

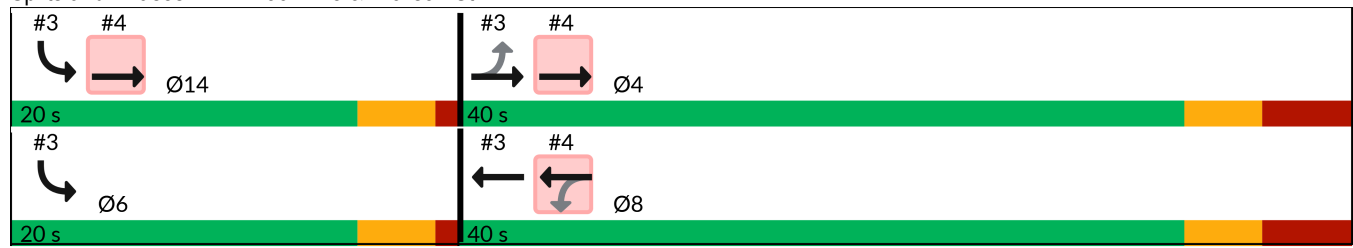
Intersection LOS: A

Intersection Capacity Utilization 34.9%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 4: Block Ave & Dickson St



Intersection						
Int Delay, s/veh	2.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	349	21	21	286	36	66
Future Vol, veh/h	349	21	21	286	36	66
Conflicting Peds, #/hr	0	55	52	0	55	52
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	364	22	22	298	38	69
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	440	0	826	481
Stage 1	-	-	-	-	429	-
Stage 2	-	-	-	-	397	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1120	-	342	585
Stage 1	-	-	-	-	656	-
Stage 2	-	-	-	-	679	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1061	-	299	527
Mov Cap-2 Maneuver	-	-	-	-	299	-
Stage 1	-	-	-	-	622	-
Stage 2	-	-	-	-	628	-
Approach	EB		WB		NB	
HCM Control Delay, s/v	0		0.58		16.62	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	415	-	-	123	-	
HCM Lane V/C Ratio	0.256	-	-	0.021	-	
HCM Control Delay (s/veh)	16.6	-	-	8.5	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1	-	-	0.1	-	

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	410	1	1	316	1	4
Future Vol, veh/h	410	1	1	316	1	4
Conflicting Peds, #/hr	0	30	30	0	30	30
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	441	1	1	340	1	4

Major/Minor	Major1	Major2	Minor1			
Conflicting Flow All	0	0	472	0	843	501
Stage 1	-	-	-	-	471	-
Stage 2	-	-	-	-	372	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1090	-	334	570
Stage 1	-	-	-	-	628	-
Stage 2	-	-	-	-	697	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1069	-	318	543
Mov Cap-2 Maneuver	-	-	-	-	318	-
Stage 1	-	-	-	-	616	-
Stage 2	-	-	-	-	676	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.03	12.66
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	476	-	-	6	-
HCM Lane V/C Ratio	0.011	-	-	0.001	-
HCM Control Delay (s/veh)	12.7	-	-	8.4	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

HCM 7th Edition methodology does not support clustered intersections.

HCM 7th Edition methodology does not support clustered intersections.

Intersection

Intersection Delay, s/veh 7.7

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	13	45	6	5	23	6	17	85	20	0	33	7
Future Vol, veh/h	13	45	6	5	23	6	17	85	20	0	33	7
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	46	6	5	24	6	18	88	21	0	34	7
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left SB		NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right NB		SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.7	7.5	7.8	7.4
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	14%	20%	15%	0%
Vol Thru, %	70%	70%	68%	83%
Vol Right, %	16%	9%	18%	18%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	122	64	34	40
LT Vol	17	13	5	0
Through Vol	85	45	23	33
RT Vol	20	6	6	7
Lane Flow Rate	126	66	35	41
Geometry Grp	1	1	1	1
Degree of Util (X)	0.142	0.078	0.041	0.047
Departure Headway (Hd)	4.071	4.236	4.2	4.102
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	873	834	839	861
Service Time	2.136	2.322	2.295	2.186
HCM Lane V/C Ratio	0.144	0.079	0.042	0.048
HCM Control Delay, s/veh	7.8	7.7	7.5	7.4
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.5	0.3	0.1	0.1

Intersection												
Int Delay, s/veh	0.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	64	1	1	31	0	0	0	0	1	0	1
Future Vol, veh/h	0	64	1	1	31	0	0	0	0	1	0	1
Conflicting Peds, #/hr	6	0	11	10	0	5	11	0	10	5	0	6
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	67	1	1	33	0	0	0	0	1	0	1

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	39	0	0	79	0	0	125	120	89	118	120	50
Stage 1	-	-	-	-	-	-	79	79	-	41	41	-
Stage 2	-	-	-	-	-	-	46	41	-	77	79	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1571	-	-	1519	-	-	849	771	969	858	770	1019
Stage 1	-	-	-	-	-	-	930	829	-	974	861	-
Stage 2	-	-	-	-	-	-	968	861	-	932	829	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1565	-	-	1508	-	-	833	762	953	846	761	1004
Mov Cap-2 Maneuver	-	-	-	-	-	-	833	762	-	846	761	-
Stage 1	-	-	-	-	-	-	923	824	-	970	857	-
Stage 2	-	-	-	-	-	-	956	857	-	923	823	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0	0.23	0	8.93
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1565	-	-	56	-	-	918
HCM Lane V/C Ratio	-	-	-	-	0.001	-	-	0.002
HCM Control Delay (s/veh)	0	0	-	-	7.4	0	-	8.9
HCM Lane LOS	A	A	-	-	A	A	-	A
HCM 95th %tile Q(veh)	-	0	-	-	0	-	-	0

Intersection													
Int Delay, s/veh	5.4												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Vol, veh/h	0	45	20	18	24	0	0	0	0	8	94	10	
Future Vol, veh/h	0	45	20	18	24	0	0	0	0	8	94	10	
Conflicting Peds, #/hr	27	0	28	11	0	10	28	0	11	10	0	27	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	51	23	20	27	0	0	0	0	9	107	11	
Major/Minor	Minor2		Minor1				Major2						
Conflicting Flow All	-	168	168	189	173	-	10			0	0		
Stage 1	-	158	-	10	10	-	-			-	-		
Stage 2	-	10	-	179	163	-	-			-	-		
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12			-	-		
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-			-	-		
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-			-	-		
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218			-	-		
Pot Cap-1 Maneuver	0	725	877	772	720	0	1610			-	-		
Stage 1	0	767	-	-	-	0	-			-	-		
Stage 2	0	-	-	823	763	0	-			-	-		
Platoon blocked, %											-	-	
Mov Cap-1 Maneuver	-	695	854	685	690	-	1594			-	-		
Mov Cap-2 Maneuver	-	695	-	685	690	-	-			-	-		
Stage 1	-	743	-	-	-	-	-			-	-		
Stage 2	-	-	-	742	739	-	-			-	-		
Approach	EB		WB				SB						
HCM Control Delay, s/v10.42			10.62				0.52						
HCM LOS	B		B										
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR								
Capacity (veh/h)	738	688	126	-	-								
HCM Lane V/C Ratio	0.1	0.069	0.006	-	-								
HCM Control Delay (s/veh)	10.4	10.6	7.3	0	-								
HCM Lane LOS	B	B	A	A	-								
HCM 95th %tile Q(veh)	0.3	0.2	0	-	-								

Intersection												
Int Delay, s/veh	7.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↱			↱						↲	
Traffic Vol, veh/h	0	98	17	41	25	0	0	0	0	12	94	13
Future Vol, veh/h	0	98	17	41	25	0	0	0	0	12	94	13
Conflicting Peds, #/hr	60	0	69	36	0	27	69	0	36	27	0	60
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	109	19	46	28	0	0	0	0	13	104	14

Major/Minor	Minor2		Minor1		Major2	
Conflicting Flow All	-	225	241	282	233	-
Stage 1	-	198	-	27	27	-
Stage 2	-	27	-	255	206	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-
Pot Cap-1 Maneuver	0	674	798	671	668	0
Stage 1	0	737	-	-	-	0
Stage 2	0	-	-	750	732	0
Platoon blocked, %						
Mov Cap-1 Maneuver	-	613	753	520	608	-
Mov Cap-2 Maneuver	-	613	-	520	608	-
Stage 1	-	688	-	-	-	-
Stage 2	-	-	-	610	683	-

Approach	EB	WB	SB
HCM Control Delay, s/v12.16		12.55	0.74
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	630	550	177	-
HCM Lane V/C Ratio	0.203	0.133	0.009	-
HCM Control Delay (s/veh)	12.2	12.5	7.3	0
HCM Lane LOS	B	B	A	A
HCM 95th %tile Q(veh)	0.8	0.5	0	-

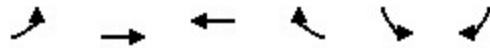
151 W. Dickson St TIA
HCM 7th Signalized Intersection Summary

2025 Existing - PM Peak
10: College Ave & Dickson St

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	244	76	99	73	30	44	88	855	72	14	1015	164
Future Volume (veh/h)	244	76	99	73	30	44	88	855	72	14	1015	164
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	0.97		0.98	0.98		0.95	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	257	80	104	77	32	46	93	900	76	15	1068	173
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	370	131	170	245	60	86	290	1961	166	348	1731	280
Arrive On Green	0.14	0.18	0.18	0.05	0.09	0.09	0.04	0.59	0.59	0.02	0.57	0.57
Sat Flow, veh/h	1781	731	951	1781	671	965	1781	3313	280	1781	3060	495
Grp Volume(v), veh/h	257	0	184	77	0	78	93	483	493	15	619	622
Grp Sat Flow(s),veh/h/ln	1781	0	1682	1781	0	1636	1781	1777	1816	1781	1777	1777
Q Serve(g_s), s	14.1	0.0	11.2	4.3	0.0	5.0	2.4	16.9	16.9	0.4	25.7	25.9
Cycle Q Clear(g_c), s	14.1	0.0	11.2	4.3	0.0	5.0	2.4	16.9	16.9	0.4	25.7	25.9
Prop In Lane	1.00		0.57	1.00		0.59	1.00		0.15	1.00		0.28
Lane Grp Cap(c), veh/h	370	0	301	245	0	145	290	1052	1075	348	1006	1006
V/C Ratio(X)	0.69	0.00	0.61	0.31	0.00	0.54	0.32	0.46	0.46	0.04	0.62	0.62
Avail Cap(c_a), veh/h	370	0	388	245	0	229	464	1052	1075	407	1006	1006
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.0	0.0	41.9	42.9	0.0	48.2	12.7	12.7	12.7	10.6	16.0	16.0
Incr Delay (d2), s/veh	5.5	0.0	2.0	0.7	0.0	3.1	0.6	1.4	1.4	0.1	2.8	2.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.7	0.0	4.8	2.0	0.0	2.2	0.9	6.7	6.8	0.2	10.5	10.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	42.5	0.0	43.9	43.7	0.0	51.3	13.3	14.1	14.1	10.7	18.8	18.9
LnGrp LOS	D		D	D		D	B	B	B	B	B	B
Approach Vol, veh/h	441				155		1069				1256	
Approach Delay, s/veh	43.1				47.5		14.0				18.8	
Approach LOS	D				D		B				B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.3	70.0	10.0	24.3	9.2	67.1	20.0	14.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.5	65.5	5.5	25.5	15.5	55.5	15.5	15.5				
Max Q Clear Time (g_c+I1), s	2.4	18.9	6.3	13.2	4.4	27.9	16.1	7.0				
Green Ext Time (p_c), s	0.0	7.5	0.0	0.8	0.1	9.7	0.0	0.2				
Intersection Summary												
HCM 7th Control Delay, s/veh			22.2									
HCM 7th LOS			C									
Notes												
User approved pedestrian interval to be less than phase max green.												

151 W. Dickson St TIA
Lanes, Volumes, Timings

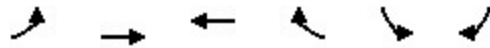
2025 Existing - PM Peak
3: Dickson St & St Charles Ave



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Lane Configurations								
Traffic Volume (vph)	39	363	262	47	51	52		
Future Volume (vph)	39	363	262	47	51	52		
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Ped Bike Factor		1.00	0.99		0.96			
Frt			0.979		0.932			
Flt Protected		0.995			0.976			
Satd. Flow (prot)	0	1853	1812	0	1644	0		
Flt Permitted		0.930			0.976			
Satd. Flow (perm)	0	1728	1812	0	1626	0		
Right Turn on Red				Yes		Yes		
Satd. Flow (RTOR)			24		56			
Link Speed (mph)		25	25		25			
Link Distance (ft)		110	90		560			
Travel Time (s)		3.0	2.5		15.3			
Confl. Peds. (#/hr)	24			13	13	24		
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93		
Adj. Flow (vph)	42	390	282	51	55	56		
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	432	333	0	111	0		
Enter Blocked Intersection	No	No	No	No	No	No		
Lane Alignment	Left	Left	Left	Right	Left	Right		
Median Width(ft)		0	0		12			
Link Offset(ft)		0	0		0			
Crosswalk Width(ft)		16	16		16			
Two way Left Turn Lane								
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Turning Speed (mph)	60			60	60	60		
Number of Detectors	1	2	2		1			
Detector Template	Left	Thru	Thru		Left			
Leading Detector (ft)	20	100	100		20			
Trailing Detector (ft)	0	0	0		0			
Detector 1 Position(ft)	0	0	0		0			
Detector 1 Size(ft)	20	6	6		20			
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex			
Detector 1 Channel								
Detector 1 Extend (s)	0.0	0.0	0.0		0.0			
Detector 1 Queue (s)	0.0	0.0	0.0		0.0			
Detector 1 Delay (s)	0.0	0.0	0.0		0.0			
Detector 2 Position(ft)		94	94					
Detector 2 Size(ft)		6	6					
Detector 2 Type		Cl+Ex	Cl+Ex					
Detector 2 Channel								
Detector 2 Extend (s)		0.0	0.0					
Turn Type	Perm	NA	NA		Prot			
Protected Phases		4	8		6 14		6	14
Permitted Phases	4							
Detector Phase	4	4	8		6 14			

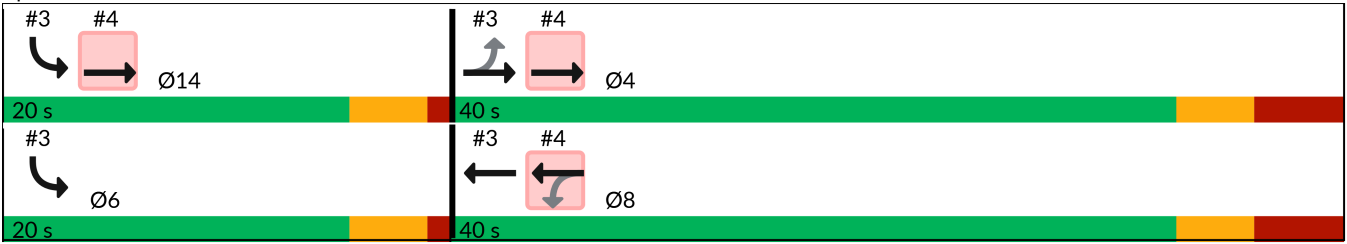
151 W. Dickson St TIA
Lanes, Volumes, Timings

2025 Existing - PM Peak
3: Dickson St & St Charles Ave



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0				5.0	5.0
Minimum Split (s)	25.5	25.5	25.5				22.5	22.5
Total Split (s)	40.0	40.0	40.0				20.0	20.0
Total Split (%)	66.7%	66.7%	66.7%				33%	33%
Maximum Green (s)	32.5	32.5	32.5				15.5	15.5
Yellow Time (s)	3.5	3.5	3.5				3.5	3.5
All-Red Time (s)	4.0	4.0	4.0				1.0	1.0
Lost Time Adjust (s)		0.0	0.0					
Total Lost Time (s)		7.5	7.5					
Lead/Lag								
Lead-Lag Optimize?								
Vehicle Extension (s)	3.0	3.0	3.0				3.0	3.0
Recall Mode	None	None	None				Max	None
Walk Time (s)	7.0	7.0	7.0				7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0				11.0	11.0
Pedestrian Calls (#/hr)	0	0	0				0	0
Act Effct Green (s)		20.5	20.5		18.4			
Actuated g/C Ratio		0.40	0.40		0.36			
v/c Ratio		0.62	0.45		0.18			
Control Delay (s/veh)		15.9	2.7		9.4			
Queue Delay		0.0	0.0		0.0			
Total Delay (s/veh)		15.9	2.7		9.4			
LOS		B	A		A			
Approach Delay (s/veh)		15.9	2.7		9.4			
Approach LOS		B	A		A			
Queue Length 50th (ft)		96	1		10			
Queue Length 95th (ft)		162	0		48			
Internal Link Dist (ft)		30	10		480			
Turn Bay Length (ft)								
Base Capacity (vph)		1121	1184		626			
Starvation Cap Reductn		0	0		0			
Spillback Cap Reductn		0	0		0			
Storage Cap Reductn		0	0		0			
Reduced v/c Ratio		0.39	0.28		0.18			
Intersection Summary								
Area Type:	Other							
Cycle Length: 60								
Actuated Cycle Length: 51.1								
Natural Cycle: 50								
Control Type: Actuated-Uncoordinated								
Maximum v/c Ratio: 0.62								
Intersection Signal Delay (s/veh): 10.1					Intersection LOS: B			
Intersection Capacity Utilization 69.4%					ICU Level of Service C			
Analysis Period (min) 15								

Splits and Phases: 3: Dickson St & St Charles Ave



151 W. Dickson St TIA
Lanes, Volumes, Timings

2025 Existing - PM Peak
4: Block Ave & Dickson St

							Ø4	Ø6	Ø14
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR			
Lane Configurations									
Traffic Volume (vph)	344	70	37	309	0	0			
Future Volume (vph)	344	70	37	309	0	0			
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900			
Storage Length (ft)		0	75		0	0			
Storage Lanes		0	1		0	0			
Taper Length (ft)			25		25				
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Ped Bike Factor	0.99		0.99						
Frt	0.977								
Flt Protected			0.950						
Satd. Flow (prot)	1800	0	1770	1863	0	0			
Flt Permitted			0.498						
Satd. Flow (perm)	1800	0	915	1863	0	0			
Right Turn on Red		Yes				Yes			
Satd. Flow (RTOR)									
Link Speed (mph)	25			25	20				
Link Distance (ft)	90			782	597				
Travel Time (s)	2.5			21.3	20.4				
Confl. Peds. (#/hr)		27	16						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90			
Adj. Flow (vph)	382	78	41	343	0	0			
Shared Lane Traffic (%)									
Lane Group Flow (vph)	460	0	41	343	0	0			
Enter Blocked Intersection	No	No	No	No	No	No			
Lane Alignment	Left	Right	Left	Left	Left	Right			
Median Width(ft)	12			12	0				
Link Offset(ft)	0			0	0				
Crosswalk Width(ft)	16			16	16				
Two way Left Turn Lane									
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Turning Speed (mph)		60	60		60	60			
Number of Detectors	2		1	2					
Detector Template	Thru		Left	Thru					
Leading Detector (ft)	100		20	100					
Trailing Detector (ft)	0		0	0					
Detector 1 Position(ft)	0		0	0					
Detector 1 Size(ft)	6		20	6					
Detector 1 Type	Cl+Ex		Cl+Ex	Cl+Ex					
Detector 1 Channel									
Detector 1 Extend (s)	0.0		0.0	0.0					
Detector 1 Queue (s)	0.0		0.0	0.0					
Detector 1 Delay (s)	0.0		0.0	0.0					
Detector 2 Position(ft)	94			94					
Detector 2 Size(ft)	6			6					
Detector 2 Type	Cl+Ex			Cl+Ex					
Detector 2 Channel									
Detector 2 Extend (s)	0.0			0.0					
Turn Type	NA		Perm	NA					

151 W. Dickson St TIA
Lanes, Volumes, Timings

2025 Existing - PM Peak
4: Block Ave & Dickson St

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Protected Phases	4 14			8			4	6	14
Permitted Phases			8						
Detector Phase	4 14		8	8					
Switch Phase									
Minimum Initial (s)			5.0	5.0			5.0	5.0	5.0
Minimum Split (s)			25.5	25.5			25.5	22.5	22.5
Total Split (s)			40.0	40.0			40.0	20.0	20.0
Total Split (%)			66.7%	66.7%			67%	33%	33%
Maximum Green (s)			32.5	32.5			32.5	15.5	15.5
Yellow Time (s)			3.5	3.5			3.5	3.5	3.5
All-Red Time (s)			4.0	4.0			4.0	1.0	1.0
Lost Time Adjust (s)			0.0	0.0					
Total Lost Time (s)			7.5	7.5					
Lead/Lag									
Lead-Lag Optimize?									
Vehicle Extension (s)			3.0	3.0			3.0	3.0	3.0
Recall Mode			None	None			None	Max	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0
Flash Don't Walk (s)			11.0	11.0			11.0	11.0	11.0
Pedestrian Calls (#/hr)			0	0			0	0	0
Act Effect Green (s)	51.1		20.5	20.5					
Actuated g/C Ratio	1.00		0.40	0.40					
v/c Ratio	0.26		0.11	0.46					
Control Delay (s/veh)	0.3		9.3	12.7					
Queue Delay	0.0		0.0	0.0					
Total Delay (s/veh)	0.3		9.3	12.7					
LOS	A		A	B					
Approach Delay (s/veh)	0.3			12.3					
Approach LOS	A			B					
Queue Length 50th (ft)	0		7	70					
Queue Length 95th (ft)	0		21	119					
Internal Link Dist (ft)	10			702	517				
Turn Bay Length (ft)			75						
Base Capacity (vph)	1799		593	1208					
Starvation Cap Reductn	0		0	0					
Spillback Cap Reductn	0		0	0					
Storage Cap Reductn	0		0	0					
Reduced v/c Ratio	0.26		0.07	0.28					

Intersection Summary

Area Type: Other

Cycle Length: 60

Actuated Cycle Length: 51.1

Natural Cycle: 50

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.62

Intersection Signal Delay (s/veh): 5.8

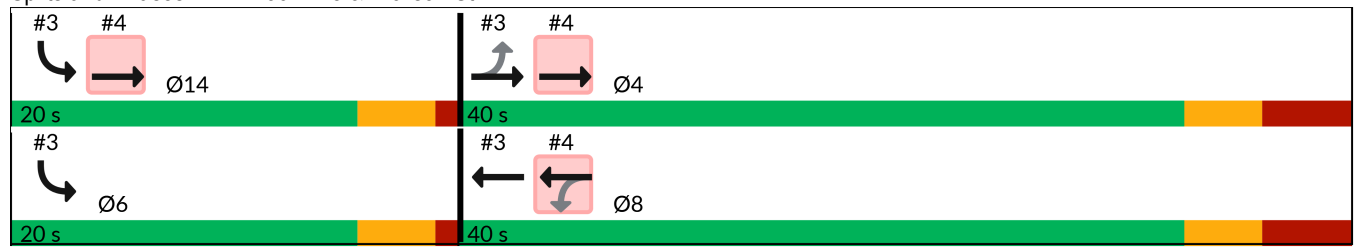
Intersection LOS: A

Intersection Capacity Utilization 37.0%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 4: Block Ave & Dickson St



Intersection						
Int Delay, s/veh	2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	295	19	19	295	36	53
Future Vol, veh/h	295	19	19	295	36	53
Conflicting Peds, #/hr	0	34	30	0	34	30
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	314	20	20	314	38	56
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	368	0	746	388
Stage 1	-	-	-	-	358	-
Stage 2	-	-	-	-	388	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1190	-	381	660
Stage 1	-	-	-	-	707	-
Stage 2	-	-	-	-	685	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1152	-	349	621
Mov Cap-2 Maneuver	-	-	-	-	349	-
Stage 1	-	-	-	-	685	-
Stage 2	-	-	-	-	649	-
Approach	EB		WB		NB	
HCM Control Delay, s/v	0		0.5		14.53	
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	472	-	-	109	-	
HCM Lane V/C Ratio	0.201	-	-	0.018	-	
HCM Control Delay (s/veh)	14.5	-	-	8.2	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0.7	-	-	0.1	-	

Intersection							
Int Delay, s/veh	0						
Movement	EBT	EBR	WBU	WBL	WBT	NBL	NBR
Lane Configurations							
Traffic Vol, veh/h	349	0	1	1	321	0	2
Future Vol, veh/h	349	0	1	1	321	0	2
Conflicting Peds, #/hr	0	30	0	30	0	30	30
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	None
Storage Length	-	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	-	0	0	-
Grade, %	0	-	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	371	0	1	1	341	0	2
Major/Minor	Major1	Major2		Minor1			
Conflicting Flow All	0	0	-	401	0	775	431
Stage 1	-	-	-	-	-	401	-
Stage 2	-	-	-	-	-	374	-
Critical Hdwy	-	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	-	1157	-	366	624
Stage 1	-	-	-	-	-	676	-
Stage 2	-	-	-	-	-	696	-
Platoon blocked, %	-	-			-		
Mov Cap-1 Maneuver	-	-	~-2	~-2	-	349	595
Mov Cap-2 Maneuver	-	-	-	-	-	349	-
Stage 1	-	-	-	-	-	663	-
Stage 2	-	-	-	-	-	676	-
Approach	EB	WB		NB			
HCM Control Delay, s/v	0			11.07			
HCM LOS				B			
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT		
Capacity (veh/h)	595	-	-	11	-		
HCM Lane V/C Ratio	0.004	-	-	-	-		
HCM Control Delay (s/veh)	11.1	-	-	-	-		
HCM Lane LOS	B	-	-	-	-		
HCM 95th %tile Q(veh)	0	-	-	-	-		
Notes							
~: Volume exceeds capacity		\$: Delay exceeds 300s		+: Computation Not Defined		*: All major volume in platoon	

HCM 7th Edition methodology does not support clustered intersections.

HCM 7th Edition methodology does not support clustered intersections.

Intersection

Intersection Delay, s/veh 7.6

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	39	11	8	28	8	18	65	7	5	28	5
Future Vol, veh/h	7	39	11	8	28	8	18	65	7	5	28	5
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	43	12	9	31	9	20	71	8	5	31	5
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left SB		NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right NB		SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.5	7.5	7.8	7.4
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	20%	12%	18%	13%
Vol Thru, %	72%	68%	64%	74%
Vol Right, %	8%	19%	18%	13%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	90	57	44	38
LT Vol	18	7	8	5
Through Vol	65	39	28	28
RT Vol	7	11	8	5
Lane Flow Rate	99	63	48	42
Geometry Grp	1	1	1	1
Degree of Util (X)	0.114	0.072	0.056	0.048
Departure Headway (Hd)	4.152	4.124	4.154	4.151
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	855	857	850	851
Service Time	2.218	2.207	2.24	2.231
HCM Lane V/C Ratio	0.116	0.074	0.056	0.049
HCM Control Delay, s/veh	7.8	7.5	7.5	7.4
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.4	0.2	0.2	0.2

Intersection													
Int Delay, s/veh	0.5												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕				↕			↕			↕	
Traffic Vol, veh/h	2	46	0	1	0	42	0	0	0	0	2	0	2
Future Vol, veh/h	2	46	0	1	0	42	0	0	0	0	2	0	2
Conflicting Peds, #/hr	9	0	9	0	9	0	9	9	0	9	9	0	9
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	52	0	1	0	47	0	0	0	0	2	0	2

Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	56	0	0	-	61	0	0	121	124	70	121	124	65
Stage 1	-	-	-	-	-	-	-	65	65	-	56	58	-
Stage 2	-	-	-	-	-	-	-	56	58	-	65	65	-
Critical Hdwy	4.12	-	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1548	-	-	-	1543	-	-	854	767	993	854	767	999
Stage 1	-	-	-	-	-	-	-	945	841	-	956	846	-
Stage 2	-	-	-	-	-	-	-	956	846	-	945	841	-
Platoon blocked, %		-	-			-	-						
Mov Cap-1 Maneuver	1540	-	-	-	-	-	-	838	757	979	840	757	985
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	838	757	-	840	757	-
Stage 1	-	-	-	-	-	-	-	939	835	-	950	841	-
Stage 2	-	-	-	-	-	-	-	945	841	-	936	835	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v 0.31			0	8.99
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	75	-	-	42	-	-	907
HCM Lane V/C Ratio	-	0.001	-	-	-	-	-	0.005
HCM Control Delay (s/veh)	0	7.3	0	-	-	-	-	9
HCM Lane LOS	A	A	A	-	-	-	-	A
HCM 95th %tile Q(veh)	-	0	-	-	-	-	-	0

Intersection												
Int Delay, s/veh	4.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	37	10	14	28	0	0	0	0	14	102	10
Future Vol, veh/h	0	37	10	14	28	0	0	0	0	14	102	10
Conflicting Peds, #/hr	25	0	17	19	0	27	17	0	19	27	0	25
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	39	11	15	30	0	0	0	0	15	109	11
Major/Minor	Minor2		Minor1				Major2					
Conflicting Flow All	-	196	158	204	201	-	27		0	0		
Stage 1	-	169	-	27	27	-	-		-	-		
Stage 2	-	27	-	177	174	-	-		-	-		
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12		-	-		
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-		-	-		
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-		-	-		
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218		-	-		
Pot Cap-1 Maneuver	0	700	888	754	695	0	1587		-	-		
Stage 1	0	759	-	-	-	0	-		-	-		
Stage 2	0	-	-	825	755	0	-		-	-		
Platoon blocked, %										-	-	
Mov Cap-1 Maneuver	-	659	866	676	654	-	1546		-	-		
Mov Cap-2 Maneuver	-	659	-	676	654	-	-		-	-		
Stage 1	-	733	-	-	-	-	-		-	-		
Stage 2	-	-	-	763	729	-	-		-	-		
Approach	EB		WB				SB					
HCM Control Delay, s/v10.59			10.84				0.82					
HCM LOS	B		B									
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR							
Capacity (veh/h)	694	661	196	-	-							
HCM Lane V/C Ratio	0.072	0.068	0.01	-	-							
HCM Control Delay (s/veh)	10.6	10.8	7.4	0	-							
HCM Lane LOS	B	B	A	A	-							
HCM 95th %tile Q(veh)	0.2	0.2	0	-	-							

Intersection												
Int Delay, s/veh	7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰			↱						↰↱	
Traffic Vol, veh/h	0	60	25	37	33	0	0	0	0	16	84	20
Future Vol, veh/h	0	60	25	37	33	0	0	0	0	16	84	20
Conflicting Peds, #/hr	41	0	44	35	0	32	44	0	35	32	0	41
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	71	29	44	39	0	0	0	0	19	99	24

Major/Minor	Minor2		Minor1				Major2		
Conflicting Flow All	-	221	196	248	233	-	32	0	0
Stage 1	-	189	-	32	32	-	-	-	-
Stage 2	-	32	-	216	201	-	-	-	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12	-	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218	-	-
Pot Cap-1 Maneuver	0	677	846	706	667	0	1580	-	-
Stage 1	0	744	-	-	-	0	-	-	-
Stage 2	0	-	-	786	735	0	-	-	-
Platoon blocked, %								-	-
Mov Cap-1 Maneuver	-	623	813	578	613	-	1532	-	-
Mov Cap-2 Maneuver	-	623	-	578	613	-	-	-	-
Stage 1	-	705	-	-	-	-	-	-	-
Stage 2	-	-	-	673	697	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v11.33		12.03	0.98
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	669 594	231	-	-
HCM Lane V/C Ratio	0.15 0.139	0.012	-	-
HCM Control Delay (s/veh)	11.3 12	7.4	0	-
HCM Lane LOS	B B	A A	-	-
HCM 95th %tile Q(veh)	0.5 0.5	0	-	-

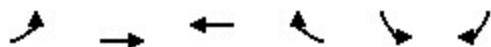
151 W. Dickson St TIA
HCM 7th Signalized Intersection Summary

2029 Background - Midday Peak
10: College Ave & Dickson St

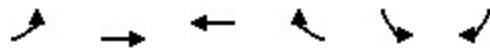
												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	241	34	100	44	27	21	106	930	50	39	940	209
Future Volume (veh/h)	241	34	100	44	27	21	106	930	50	39	940	209
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	0.97		0.99	0.97		0.94	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	243	34	101	44	27	21	107	939	51	39	949	211
Peak Hour Factor	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	376	74	221	217	72	56	323	2025	110	369	1672	371
Arrive On Green	0.14	0.18	0.18	0.03	0.08	0.08	0.04	0.59	0.59	0.03	0.58	0.58
Sat Flow, veh/h	1781	410	1219	1781	947	736	1781	3425	186	1781	2886	641
Grp Volume(v), veh/h	243	0	135	44	0	48	107	487	503	39	584	576
Grp Sat Flow(s),veh/h/ln	1781	0	1629	1781	0	1683	1781	1777	1834	1781	1777	1750
Q Serve(g_s), s	13.4	0.0	8.2	2.5	0.0	3.0	2.7	17.1	17.1	1.0	22.8	22.9
Cycle Q Clear(g_c), s	13.4	0.0	8.2	2.5	0.0	3.0	2.7	17.1	17.1	1.0	22.8	22.9
Prop In Lane	1.00		0.75	1.00		0.44	1.00		0.10	1.00		0.37
Lane Grp Cap(c), veh/h	376	0	295	217	0	127	323	1050	1084	369	1029	1014
V/C Ratio(X)	0.65	0.00	0.46	0.20	0.00	0.38	0.33	0.46	0.46	0.11	0.57	0.57
Avail Cap(c_a), veh/h	378	0	375	245	0	235	495	1050	1084	402	1029	1014
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.9	0.0	40.5	45.1	0.0	48.7	11.4	12.8	12.8	9.8	14.6	14.6
Incr Delay (d2), s/veh	3.8	0.0	1.1	0.5	0.0	1.8	0.6	1.5	1.4	0.1	2.3	2.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.3	0.0	3.4	1.1	0.0	1.3	1.0	6.8	7.0	0.4	9.2	9.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	41.6	0.0	41.6	45.5	0.0	50.6	12.0	14.2	14.2	9.9	16.9	16.9
LnGrp LOS	D		D	D		D	B	B	B	A	B	B
Approach Vol, veh/h	378			92			1097			1199		
Approach Delay, s/veh	41.6			48.2			14.0			16.7		
Approach LOS	D			D			B			B		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	8.0	70.0	8.2	24.6	9.3	68.7	19.9	12.9				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.5	65.5	5.5	25.5	15.5	55.5	15.5	15.5				
Max Q Clear Time (g_c+I1), s	3.0	19.1	4.5	10.2	4.7	24.9	15.4	5.0				
Green Ext Time (p_c), s	0.0	7.7	0.0	0.6	0.2	9.2	0.0	0.1				
Intersection Summary												
HCM 7th Control Delay, s/veh				20.1								
HCM 7th LOS				C								
Notes												
User approved pedestrian interval to be less than phase max green.												

151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Background - Midday Peak
3: Dickson St & St Charles Ave

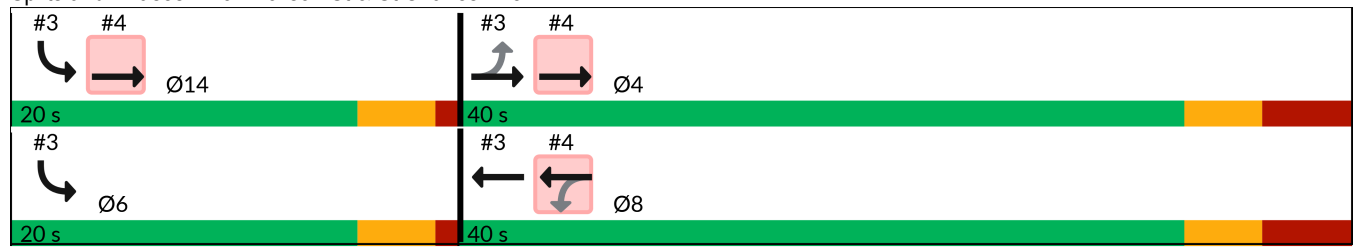


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Lane Configurations								
Traffic Volume (vph)	35	320	271	57	56	54		
Future Volume (vph)	35	320	271	57	56	54		
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Ped Bike Factor		1.00	0.99		0.95			
Frt			0.976		0.934			
Flt Protected		0.995			0.975			
Satd. Flow (prot)	0	1853	1801	0	1632	0		
Flt Permitted		0.922			0.975			
Satd. Flow (perm)	0	1712	1801	0	1603	0		
Right Turn on Red				Yes		Yes		
Satd. Flow (RTOR)			28		61			
Link Speed (mph)		25	25		25			
Link Distance (ft)		110	90		560			
Travel Time (s)		3.0	2.5		15.3			
Confl. Peds. (#/hr)	35			21	21	35		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88		
Adj. Flow (vph)	40	364	308	65	64	61		
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	404	373	0	125	0		
Enter Blocked Intersection	No	No	No	No	No	No		
Lane Alignment	Left	Left	Left	Right	Left	Right		
Median Width(ft)		0	0		12			
Link Offset(ft)		0	0		0			
Crosswalk Width(ft)		16	16		16			
Two way Left Turn Lane								
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Turning Speed (mph)	60			60	60	60		
Number of Detectors	1	2	2		1			
Detector Template	Left	Thru	Thru		Left			
Leading Detector (ft)	20	100	100		20			
Trailing Detector (ft)	0	0	0		0			
Detector 1 Position(ft)	0	0	0		0			
Detector 1 Size(ft)	20	6	6		20			
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex			
Detector 1 Channel								
Detector 1 Extend (s)	0.0	0.0	0.0		0.0			
Detector 1 Queue (s)	0.0	0.0	0.0		0.0			
Detector 1 Delay (s)	0.0	0.0	0.0		0.0			
Detector 2 Position(ft)		94	94					
Detector 2 Size(ft)		6	6					
Detector 2 Type		Cl+Ex	Cl+Ex					
Detector 2 Channel								
Detector 2 Extend (s)		0.0	0.0					
Turn Type	Perm	NA	NA		Prot			
Protected Phases		4	8		6 14		6	14
Permitted Phases	4							
Detector Phase	4	4	8		6 14			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0				5.0	5.0
Minimum Split (s)	25.5	25.5	25.5				22.5	22.5
Total Split (s)	40.0	40.0	40.0				20.0	20.0
Total Split (%)	66.7%	66.7%	66.7%				33%	33%
Maximum Green (s)	32.5	32.5	32.5				15.5	15.5
Yellow Time (s)	3.5	3.5	3.5				3.5	3.5
All-Red Time (s)	4.0	4.0	4.0				1.0	1.0
Lost Time Adjust (s)		0.0	0.0					
Total Lost Time (s)		7.5	7.5					
Lead/Lag								
Lead-Lag Optimize?								
Vehicle Extension (s)	3.0	3.0	3.0				3.0	3.0
Recall Mode	None	None	None				Max	None
Walk Time (s)	7.0	7.0	7.0				7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0				11.0	11.0
Pedestrian Calls (#/hr)	0	0	0				0	0
Act Effct Green (s)		18.8	18.8		18.4			
Actuated g/C Ratio		0.38	0.38		0.37			
v/c Ratio		0.62	0.53		0.19			
Control Delay (s/veh)		16.3	4.3		9.0			
Queue Delay		0.0	0.0		0.0			
Total Delay (s/veh)		16.3	4.3		9.0			
LOS		B	A		A			
Approach Delay (s/veh)		16.3	4.3		9.0			
Approach LOS		B	A		A			
Queue Length 50th (ft)		88	6		11			
Queue Length 95th (ft)		146	11		50			
Internal Link Dist (ft)		30	10		480			
Turn Bay Length (ft)								
Base Capacity (vph)		1150	1219		645			
Starvation Cap Reductn		0	0		0			
Spillback Cap Reductn		0	0		0			
Storage Cap Reductn		0	0		0			
Reduced v/c Ratio		0.35	0.31		0.19			
Intersection Summary								
Area Type:	Other							
Cycle Length: 60								
Actuated Cycle Length: 49.4								
Natural Cycle: 50								
Control Type: Actuated-Uncoordinated								
Maximum v/c Ratio: 0.62								
Intersection Signal Delay (s/veh): 10.3				Intersection LOS: B				
Intersection Capacity Utilization 68.1%				ICU Level of Service C				
Analysis Period (min) 15								

Splits and Phases: 3: Dickson St & St Charles Ave



151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Background - Midday Peak

4: Block Ave & Dickson St

							Ø4	Ø6	Ø14
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR			
Lane Configurations									
Traffic Volume (vph)	329	47	62	329	0	0			
Future Volume (vph)	329	47	62	329	0	0			
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900			
Storage Length (ft)		0	75		0	0			
Storage Lanes		0	1		0	0			
Taper Length (ft)			25		25				
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Ped Bike Factor	0.99		0.99						
Frt	0.983								
Flt Protected			0.950						
Satd. Flow (prot)	1817	0	1770	1863	0	0			
Flt Permitted			0.530						
Satd. Flow (perm)	1817	0	977	1863	0	0			
Right Turn on Red		Yes				Yes			
Satd. Flow (RTOR)									
Link Speed (mph)	25			25	20				
Link Distance (ft)	90			782	597				
Travel Time (s)	2.5			21.3	20.4				
Confl. Peds. (#/hr)		25	11						
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96			
Adj. Flow (vph)	343	49	65	343	0	0			
Shared Lane Traffic (%)									
Lane Group Flow (vph)	392	0	65	343	0	0			
Enter Blocked Intersection	No	No	No	No	No	No			
Lane Alignment	Left	Right	Left	Left	Left	Right			
Median Width(ft)	12			12	0				
Link Offset(ft)	0			0	0				
Crosswalk Width(ft)	16			16	16				
Two way Left Turn Lane									
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Turning Speed (mph)		60	60		60	60			
Number of Detectors	2		1	2					
Detector Template	Thru		Left	Thru					
Leading Detector (ft)	100		20	100					
Trailing Detector (ft)	0		0	0					
Detector 1 Position(ft)	0		0	0					
Detector 1 Size(ft)	6		20	6					
Detector 1 Type	Cl+Ex		Cl+Ex	Cl+Ex					
Detector 1 Channel									
Detector 1 Extend (s)	0.0		0.0	0.0					
Detector 1 Queue (s)	0.0		0.0	0.0					
Detector 1 Delay (s)	0.0		0.0	0.0					
Detector 2 Position(ft)	94			94					
Detector 2 Size(ft)	6			6					
Detector 2 Type	Cl+Ex			Cl+Ex					
Detector 2 Channel									
Detector 2 Extend (s)	0.0			0.0					
Turn Type	NA		Perm	NA					

151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Background - Midday Peak

4: Block Ave & Dickson St

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Protected Phases	4 14			8			4	6	14
Permitted Phases			8						
Detector Phase	4 14		8	8					
Switch Phase									
Minimum Initial (s)			5.0	5.0			5.0	5.0	5.0
Minimum Split (s)			25.5	25.5			25.5	22.5	22.5
Total Split (s)			40.0	40.0			40.0	20.0	20.0
Total Split (%)			66.7%	66.7%			67%	33%	33%
Maximum Green (s)			32.5	32.5			32.5	15.5	15.5
Yellow Time (s)			3.5	3.5			3.5	3.5	3.5
All-Red Time (s)			4.0	4.0			4.0	1.0	1.0
Lost Time Adjust (s)			0.0	0.0					
Total Lost Time (s)			7.5	7.5					
Lead/Lag									
Lead-Lag Optimize?									
Vehicle Extension (s)			3.0	3.0			3.0	3.0	3.0
Recall Mode			None	None			None	Max	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0
Flash Don't Walk (s)			11.0	11.0			11.0	11.0	11.0
Pedestrian Calls (#/hr)			0	0			0	0	0
Act Effect Green (s)	49.4		18.8	18.8					
Actuated g/C Ratio	1.00		0.38	0.38					
v/c Ratio	0.22		0.18	0.49					
Control Delay (s/veh)	0.3		10.3	13.4					
Queue Delay	0.0		0.0	0.0					
Total Delay (s/veh)	0.3		10.3	13.4					
LOS	A		B	B					
Approach Delay (s/veh)	0.3			12.9					
Approach LOS	A			B					
Queue Length 50th (ft)	0		12	70					
Queue Length 95th (ft)	0		30	120					
Internal Link Dist (ft)	10			702	517				
Turn Bay Length (ft)			75						
Base Capacity (vph)	1715		656	1251					
Starvation Cap Reductn	0		0	0					
Spillback Cap Reductn	0		0	0					
Storage Cap Reductn	0		0	0					
Reduced v/c Ratio	0.23		0.10	0.27					

Intersection Summary

Area Type: Other

Cycle Length: 60

Actuated Cycle Length: 49.4

Natural Cycle: 50

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.62

Intersection Signal Delay (s/veh): 6.7

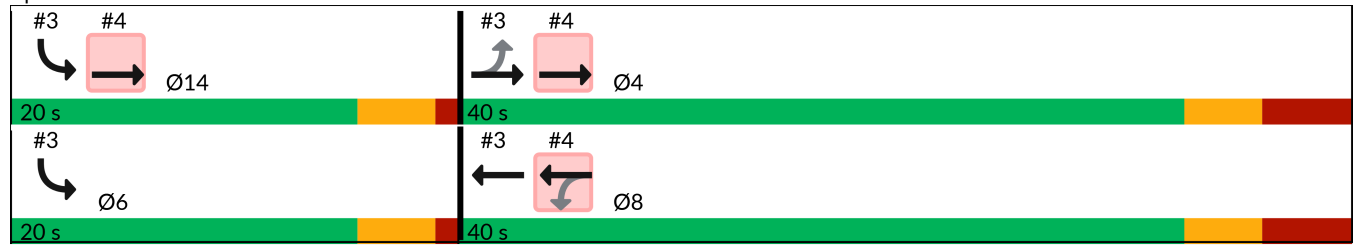
Intersection LOS: A

Intersection Capacity Utilization 37.1%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 4: Block Ave & Dickson St



Intersection						
Int Delay, s/veh	2.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	393	24	24	322	41	74
Future Vol, veh/h	393	24	24	322	41	74
Conflicting Peds, #/hr	0	55	52	0	55	52
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	409	25	25	335	43	77
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	489	0	917	529
Stage 1	-	-	-	-	477	-
Stage 2	-	-	-	-	440	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1074	-	302	550
Stage 1	-	-	-	-	624	-
Stage 2	-	-	-	-	649	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1018	-	263	495
Mov Cap-2 Maneuver	-	-	-	-	263	-
Stage 1	-	-	-	-	592	-
Stage 2	-	-	-	-	596	-
Approach	EB		WB		NB	
HCM Control Delay, s/v	0		0.6		18.96	
HCM LOS	C					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	377	-	-	125	-	
HCM Lane V/C Ratio	0.318	-	-	0.025	-	
HCM Control Delay (s/veh)	19	-	-	8.6	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1.3	-	-	0.1	-	

Intersection						
Int Delay, s/veh	0.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	461	1	1	356	1	5
Future Vol, veh/h	461	1	1	356	1	5
Conflicting Peds, #/hr	0	30	30	0	30	30
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	496	1	1	383	1	5
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	527	0	941	556
Stage 1	-	-	-	-	526	-
Stage 2	-	-	-	-	415	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1040	-	292	530
Stage 1	-	-	-	-	593	-
Stage 2	-	-	-	-	666	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1020	-	278	505
Mov Cap-2 Maneuver	-	-	-	-	278	-
Stage 1	-	-	-	-	581	-
Stage 2	-	-	-	-	647	-
Approach	EB	WB		NB		
HCM Control Delay, s/v	0	0.02		13.21		
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	445	-	-	5	-	
HCM Lane V/C Ratio	0.015	-	-	0.001	-	
HCM Control Delay (s/veh)	13.2	-	-	8.5	0	
HCM Lane LOS	B	-	-	A	A	
HCM 95th %tile Q(veh)	0	-	-	0	-	

HCM 7th Edition methodology does not support clustered intersections.

HCM 7th Edition methodology does not support clustered intersections.

Intersection

Intersection Delay, s/veh 7.8

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	15	51	7	6	26	7	19	96	23	0	37	8
Future Vol, veh/h	15	51	7	6	26	7	19	96	23	0	37	8
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	15	53	7	6	27	7	20	99	24	0	38	8
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left SB		NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right NB		SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.8	7.6	8	7.5
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	14%	21%	15%	0%
Vol Thru, %	70%	70%	67%	82%
Vol Right, %	17%	10%	18%	18%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	138	73	39	45
LT Vol	19	15	6	0
Through Vol	96	51	26	37
RT Vol	23	7	7	8
Lane Flow Rate	142	75	40	46
Geometry Grp	1	1	1	1
Degree of Util (X)	0.162	0.092	0.049	0.055
Departure Headway (Hd)	4.098	4.377	4.356	4.246
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	862	823	826	849
Service Time	2.184	2.383	2.362	2.246
HCM Lane V/C Ratio	0.165	0.091	0.048	0.054
HCM Control Delay, s/veh	8	7.8	7.6	7.5
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	0.3	0.2	0.2

Intersection												
Int Delay, s/veh	0.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	72	1	1	35	0	0	0	0	1	0	1
Future Vol, veh/h	0	72	1	1	35	0	0	0	0	1	0	1
Conflicting Peds, #/hr	6	0	11	10	0	5	11	0	10	5	0	6
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	76	1	1	37	0	0	0	0	1	0	1
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	43	0	0	88	0	0	137	132	97	131	133	54
Stage 1	-	-	-	-	-	-	87	87	-	45	45	-
Stage 2	-	-	-	-	-	-	50	45	-	86	88	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1566	-	-	1508	-	-	834	758	959	842	758	1013
Stage 1	-	-	-	-	-	-	920	823	-	969	857	-
Stage 2	-	-	-	-	-	-	963	857	-	922	822	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1560	-	-	1497	-	-	818	750	943	830	749	999
Mov Cap-2 Maneuver	-	-	-	-	-	-	818	750	-	830	749	-
Stage 1	-	-	-	-	-	-	914	817	-	965	854	-
Stage 2	-	-	-	-	-	-	951	854	-	913	816	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			0.21			0			8.98		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	-	1560	-	-	50	-	-	907				
HCM Lane V/C Ratio	-	-	-	-	0.001	-	-	0.002				
HCM Control Delay (s/veh)	0	0	-	-	7.4	0	-	9				
HCM Lane LOS	A	A	-	-	A	A	-	A				
HCM 95th %tile Q(veh)	-	0	-	-	0	-	-	0				

Intersection													
Int Delay, s/veh	5.5												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Vol, veh/h	0	51	23	20	27	0	0	0	0	9	106	11	
Future Vol, veh/h	0	51	23	20	27	0	0	0	0	9	106	11	
Conflicting Peds, #/hr	27	0	28	11	0	10	28	0	11	10	0	27	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	58	26	23	31	0	0	0	0	10	120	13	
Major/Minor	Minor2		Minor1				Major2						
Conflicting Flow All	-	184	182	208	190	-	10			0	0		
Stage 1	-	174	-	10	10	-	-			-	-		
Stage 2	-	10	-	198	180	-	-			-	-		
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12			-	-		
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-			-	-		
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-			-	-		
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218			-	-		
Pot Cap-1 Maneuver	0	710	861	750	704	0	1610			-	-		
Stage 1	0	755	-	-	-	0	-			-	-		
Stage 2	0	-	-	804	750	0	-			-	-		
Platoon blocked, %											-	-	
Mov Cap-1 Maneuver	-	680	839	654	675	-	1594			-	-		
Mov Cap-2 Maneuver	-	680	-	654	675	-	-			-	-		
Stage 1	-	730	-	-	-	-	-			-	-		
Stage 2	-	-	-	712	726	-	-			-	-		
Approach	EB		WB				SB						
HCM Control Delay, s/v10.63			10.88				0.52						
HCM LOS	B		B										
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR								
Capacity (veh/h)	723		666	126	-	-							
HCM Lane V/C Ratio	0.116		0.08	0.006	-	-							
HCM Control Delay (s/veh)	10.6		10.9	7.3	0	-							
HCM Lane LOS	B		B	A	A	-							
HCM 95th %tile Q(veh)	0.4		0.3	0	-	-							

Intersection												
Int Delay, s/veh	8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↱			↱						↲	
Traffic Vol, veh/h	0	110	19	46	28	0	0	0	0	14	106	15
Future Vol, veh/h	0	110	19	46	28	0	0	0	0	14	106	15
Conflicting Peds, #/hr	60	0	69	36	0	27	69	0	36	27	0	60
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	122	21	51	31	0	0	0	0	16	118	17

Major/Minor	Minor2		Minor1				Major2		
Conflicting Flow All	-	244	255	306	253	-	27	0	0
Stage 1	-	217	-	27	27	-	-	-	-
Stage 2	-	27	-	279	226	-	-	-	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12	-	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218	-	-
Pot Cap-1 Maneuver	0	658	784	646	651	0	1587	-	-
Stage 1	0	723	-	-	-	0	-	-	-
Stage 2	0	-	-	728	717	0	-	-	-
Platoon blocked, %								-	-
Mov Cap-1 Maneuver	-	598	739	482	591	-	1546	-	-
Mov Cap-2 Maneuver	-	598	-	482	591	-	-	-	-
Stage 1	-	674	-	-	-	-	-	-	-
Stage 2	-	-	-	572	669	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v12.62		13.25	0.76
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	615 519	182	-	-
HCM Lane V/C Ratio	0.233 0.159	0.01	-	-
HCM Control Delay (s/veh)	12.6 13.2	7.4	0	-
HCM Lane LOS	B B	A A	-	-
HCM 95th %tile Q(veh)	0.9 0.6	0	-	-

151 W. Dickson St TIA
HCM 7th Signalized Intersection Summary

2029 Background - PM Peak
10: College Ave & Dickson St

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	275	86	111	82	34	50	99	962	81	16	1142	185
Future Volume (veh/h)	275	86	111	82	34	50	99	962	81	16	1142	185
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	0.98		0.99	0.98		0.95	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	289	91	117	86	36	53	104	1013	85	17	1202	195
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	365	135	173	231	62	91	249	1949	163	306	1723	278
Arrive On Green	0.14	0.18	0.18	0.05	0.09	0.09	0.04	0.59	0.59	0.02	0.56	0.56
Sat Flow, veh/h	1781	736	947	1781	662	975	1781	3315	278	1781	3060	494
Grp Volume(v), veh/h	289	0	208	86	0	89	104	543	555	17	695	702
Grp Sat Flow(s),veh/h/ln	1781	0	1683	1781	0	1637	1781	1777	1816	1781	1777	1777
Q Serve(g_s), s	15.5	0.0	12.8	4.8	0.0	5.8	2.7	20.2	20.2	0.4	31.3	31.8
Cycle Q Clear(g_c), s	15.5	0.0	12.8	4.8	0.0	5.8	2.7	20.2	20.2	0.4	31.3	31.8
Prop In Lane	1.00		0.56	1.00		0.60	1.00		0.15	1.00		0.28
Lane Grp Cap(c), veh/h	365	0	308	231	0	153	249	1044	1068	306	1001	1001
V/C Ratio(X)	0.79	0.00	0.68	0.37	0.00	0.58	0.42	0.52	0.52	0.06	0.69	0.70
Avail Cap(c_a), veh/h	365	0	385	231	0	228	420	1044	1068	361	1001	1001
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	38.1	0.0	42.4	43.1	0.0	48.4	15.4	13.6	13.6	11.3	17.5	17.6
Incr Delay (d2), s/veh	11.3	0.0	3.3	1.0	0.0	3.5	1.1	1.8	1.8	0.1	4.0	4.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.2	0.0	5.7	2.2	0.0	2.5	1.1	8.1	8.3	0.2	13.0	13.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	49.4	0.0	45.8	44.1	0.0	52.0	16.5	15.5	15.4	11.3	21.4	21.7
LnGrp LOS	D		D	D		D	B	B	B	B	C	C
Approach Vol, veh/h	497			175			1202			1414		
Approach Delay, s/veh	47.9			48.1			15.6			21.4		
Approach LOS	D			D			B			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.5	70.0	10.0	24.9	9.3	67.2	20.0	14.9				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.5	65.5	5.5	25.5	15.5	55.5	15.5	15.5				
Max Q Clear Time (g_c+I1), s	2.4	22.2	6.8	14.8	4.7	33.8	17.5	7.8				
Green Ext Time (p_c), s	0.0	8.9	0.0	0.9	0.2	10.3	0.0	0.2				

Intersection Summary

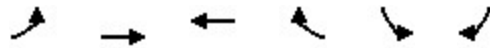
HCM 7th Control Delay, s/veh 24.7
HCM 7th LOS C

Notes

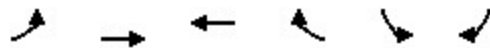
User approved pedestrian interval to be less than phase max green.

151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Background - PM Peak
3: Dickson St & St Charles Ave

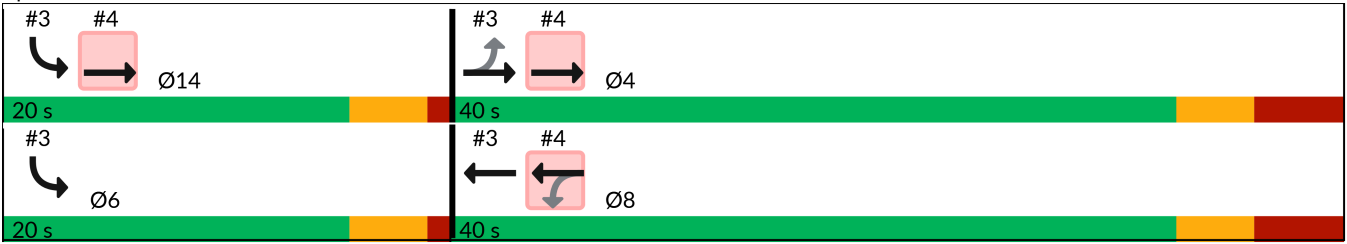


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Lane Configurations								
Traffic Volume (vph)	44	409	295	53	57	59		
Future Volume (vph)	44	409	295	53	57	59		
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Ped Bike Factor		1.00	0.99		0.96			
Frt			0.979		0.931			
Flt Protected		0.995			0.976			
Satd. Flow (prot)	0	1853	1812	0	1642	0		
Flt Permitted		0.925			0.976			
Satd. Flow (perm)	0	1719	1812	0	1624	0		
Right Turn on Red				Yes		Yes		
Satd. Flow (RTOR)			24		63			
Link Speed (mph)		25	25		25			
Link Distance (ft)		110	90		560			
Travel Time (s)		3.0	2.5		15.3			
Confl. Peds. (#/hr)	24			13	13	24		
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93		
Adj. Flow (vph)	47	440	317	57	61	63		
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	487	374	0	124	0		
Enter Blocked Intersection	No	No	No	No	No	No		
Lane Alignment	Left	Left	Left	Right	Left	Right		
Median Width(ft)		0	0		12			
Link Offset(ft)		0	0		0			
Crosswalk Width(ft)		16	16		16			
Two way Left Turn Lane								
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Turning Speed (mph)	60			60	60	60		
Number of Detectors	1	2	2		1			
Detector Template	Left	Thru	Thru		Left			
Leading Detector (ft)	20	100	100		20			
Trailing Detector (ft)	0	0	0		0			
Detector 1 Position(ft)	0	0	0		0			
Detector 1 Size(ft)	20	6	6		20			
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex			
Detector 1 Channel								
Detector 1 Extend (s)	0.0	0.0	0.0		0.0			
Detector 1 Queue (s)	0.0	0.0	0.0		0.0			
Detector 1 Delay (s)	0.0	0.0	0.0		0.0			
Detector 2 Position(ft)		94	94					
Detector 2 Size(ft)		6	6					
Detector 2 Type		Cl+Ex	Cl+Ex					
Detector 2 Channel								
Detector 2 Extend (s)		0.0	0.0					
Turn Type	Perm	NA	NA		Prot			
Protected Phases		4	8		6 14		6	14
Permitted Phases	4							
Detector Phase	4	4	8		6 14			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0				5.0	5.0
Minimum Split (s)	25.5	25.5	25.5				22.5	22.5
Total Split (s)	40.0	40.0	40.0				20.0	20.0
Total Split (%)	66.7%	66.7%	66.7%				33%	33%
Maximum Green (s)	32.5	32.5	32.5				15.5	15.5
Yellow Time (s)	3.5	3.5	3.5				3.5	3.5
All-Red Time (s)	4.0	4.0	4.0				1.0	1.0
Lost Time Adjust (s)		0.0	0.0					
Total Lost Time (s)		7.5	7.5					
Lead/Lag								
Lead-Lag Optimize?								
Vehicle Extension (s)	3.0	3.0	3.0				3.0	3.0
Recall Mode	None	None	None				Max	None
Walk Time (s)	7.0	7.0	7.0				7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0				11.0	11.0
Pedestrian Calls (#/hr)	0	0	0				0	0
Act Effct Green (s)		22.6	22.6		18.4			
Actuated g/C Ratio		0.42	0.42		0.35			
v/c Ratio		0.67	0.48		0.20			
Control Delay (s/veh)		16.7	2.8		9.9			
Queue Delay		0.0	0.0		0.0			
Total Delay (s/veh)		16.7	2.8		9.9			
LOS		B	A		A			
Approach Delay (s/veh)		16.7	2.8		9.9			
Approach LOS		B	A		A			
Queue Length 50th (ft)		114	0		13			
Queue Length 95th (ft)		191	0		52			
Internal Link Dist (ft)		30	10		480			
Turn Bay Length (ft)								
Base Capacity (vph)		1071	1138		608			
Starvation Cap Reductn		0	0		0			
Spillback Cap Reductn		0	0		0			
Storage Cap Reductn		0	0		0			
Reduced v/c Ratio		0.45	0.33		0.20			
Intersection Summary								
Area Type:	Other							
Cycle Length: 60								
Actuated Cycle Length: 53.2								
Natural Cycle: 55								
Control Type: Actuated-Uncoordinated								
Maximum v/c Ratio: 0.67								
Intersection Signal Delay (s/veh): 10.6					Intersection LOS: B			
Intersection Capacity Utilization 74.2%					ICU Level of Service D			
Analysis Period (min) 15								

Splits and Phases: 3: Dickson St & St Charles Ave



151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Background - PM Peak
4: Block Ave & Dickson St

	→	↘	↙	←	↖	↗			
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Lane Configurations	↗		↖	↗					
Traffic Volume (vph)	387	79	42	348	0	0			
Future Volume (vph)	387	79	42	348	0	0			
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900			
Storage Length (ft)		0	75		0	0			
Storage Lanes		0	1		0	0			
Taper Length (ft)			25		25				
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Ped Bike Factor	0.99		0.99						
Frt	0.977								
Flt Protected			0.950						
Satd. Flow (prot)	1800	0	1770	1863	0	0			
Flt Permitted			0.472						
Satd. Flow (perm)	1800	0	868	1863	0	0			
Right Turn on Red		Yes				Yes			
Satd. Flow (RTOR)									
Link Speed (mph)	25			25	20				
Link Distance (ft)	90			782	597				
Travel Time (s)	2.5			21.3	20.4				
Confl. Peds. (#/hr)		27	16						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90			
Adj. Flow (vph)	430	88	47	387	0	0			
Shared Lane Traffic (%)									
Lane Group Flow (vph)	518	0	47	387	0	0			
Enter Blocked Intersection	No	No	No	No	No	No			
Lane Alignment	Left	Right	Left	Left	Left	Right			
Median Width(ft)	12			12	0				
Link Offset(ft)	0			0	0				
Crosswalk Width(ft)	16			16	16				
Two way Left Turn Lane									
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Turning Speed (mph)		60	60		60	60			
Number of Detectors	2		1	2					
Detector Template	Thru		Left	Thru					
Leading Detector (ft)	100		20	100					
Trailing Detector (ft)	0		0	0					
Detector 1 Position(ft)	0		0	0					
Detector 1 Size(ft)	6		20	6					
Detector 1 Type	Cl+Ex		Cl+Ex	Cl+Ex					
Detector 1 Channel									
Detector 1 Extend (s)	0.0		0.0	0.0					
Detector 1 Queue (s)	0.0		0.0	0.0					
Detector 1 Delay (s)	0.0		0.0	0.0					
Detector 2 Position(ft)	94			94					
Detector 2 Size(ft)	6			6					
Detector 2 Type	Cl+Ex			Cl+Ex					
Detector 2 Channel									
Detector 2 Extend (s)	0.0			0.0					
Turn Type	NA		Perm	NA					

151 W. Dickson St TIA
Lanes, Volumes, Timings

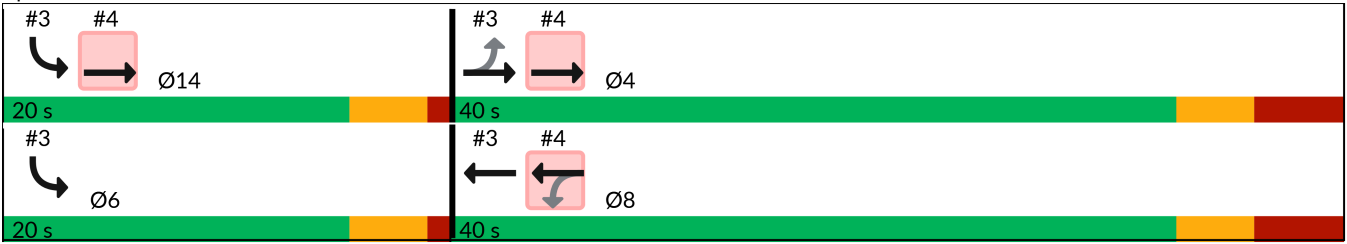
2029 Background - PM Peak
4: Block Ave & Dickson St

							Ø4	Ø6	Ø14
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Protected Phases	4 14			8			4	6	14
Permitted Phases			8						
Detector Phase	4 14		8	8					
Switch Phase									
Minimum Initial (s)			5.0	5.0			5.0	5.0	5.0
Minimum Split (s)			25.5	25.5			25.5	22.5	22.5
Total Split (s)			40.0	40.0			40.0	20.0	20.0
Total Split (%)			66.7%	66.7%			67%	33%	33%
Maximum Green (s)			32.5	32.5			32.5	15.5	15.5
Yellow Time (s)			3.5	3.5			3.5	3.5	3.5
All-Red Time (s)			4.0	4.0			4.0	1.0	1.0
Lost Time Adjust (s)			0.0	0.0					
Total Lost Time (s)			7.5	7.5					
Lead/Lag									
Lead-Lag Optimize?									
Vehicle Extension (s)			3.0	3.0			3.0	3.0	3.0
Recall Mode			None	None			None	Max	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0
Flash Don't Walk (s)			11.0	11.0			11.0	11.0	11.0
Pedestrian Calls (#/hr)			0	0			0	0	0
Act Effect Green (s)	53.2		22.6	22.6					
Actuated g/C Ratio	1.00		0.42	0.42					
v/c Ratio	0.29		0.13	0.49					
Control Delay (s/veh)	0.4		9.2	12.8					
Queue Delay	0.0		0.0	0.0					
Total Delay (s/veh)	0.4		9.2	12.8					
LOS	A		A	B					
Approach Delay (s/veh)	0.4			12.4					
Approach LOS	A			B					
Queue Length 50th (ft)	0		8	82					
Queue Length 95th (ft)	0		23	137					
Internal Link Dist (ft)	10			702	517				
Turn Bay Length (ft)			75						
Base Capacity (vph)	1772		541	1161					
Starvation Cap Reductn	0		0	0					
Spillback Cap Reductn	0		0	0					
Storage Cap Reductn	0		0	0					
Reduced v/c Ratio	0.29		0.09	0.33					

Intersection Summary

Area Type: Other
Cycle Length: 60
Actuated Cycle Length: 53.2
Natural Cycle: 55
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.67
Intersection Signal Delay (s/veh): 5.8 Intersection LOS: A
Intersection Capacity Utilization 41.2% ICU Level of Service A
Analysis Period (min) 15

Splits and Phases: 4: Block Ave & Dickson St



Intersection						
Int Delay, s/veh	2.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	305	19	20	295	47	59
Future Vol, veh/h	305	19	20	295	47	59
Conflicting Peds, #/hr	0	34	30	0	34	30
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	324	20	21	314	50	63
Major/Minor	Major1	Major2		Minor1		
Conflicting Flow All	0	0	379	0	759	399
Stage 1	-	-	-	-	369	-
Stage 2	-	-	-	-	390	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1180	-	374	651
Stage 1	-	-	-	-	700	-
Stage 2	-	-	-	-	684	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1142	-	343	612
Mov Cap-2 Maneuver	-	-	-	-	343	-
Stage 1	-	-	-	-	677	-
Stage 2	-	-	-	-	647	-
Approach	EB		WB		NB	
HCM Control Delay, s/v	0		0.52		15.54	
HCM LOS					C	
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	454	-	-	114	-	
HCM Lane V/C Ratio	0.248	-	-	0.019	-	
HCM Control Delay (s/veh)	15.5	-	-	8.2	0	
HCM Lane LOS	C	-	-	A	A	
HCM 95th %tile Q(veh)	1	-	-	0.1	-	

HCM 7th Edition methodology does not support clustered intersections.

HCM 7th Edition methodology does not support clustered intersections.

Intersection

Intersection Delay, s/veh 7.6

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	39	11	8	36	19	18	69	7	5	28	5
Future Vol, veh/h	7	39	11	8	36	19	18	69	7	5	28	5
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	43	12	9	40	21	20	76	8	5	31	5
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left SB		NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right NB		SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.6	7.5	7.8	7.5
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	19%	12%	13%	13%
Vol Thru, %	73%	68%	57%	74%
Vol Right, %	7%	19%	30%	13%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	94	57	63	38
LT Vol	18	7	8	5
Through Vol	69	39	36	28
RT Vol	7	11	19	5
Lane Flow Rate	103	63	69	42
Geometry Grp	1	1	1	1
Degree of Util (X)	0.12	0.072	0.078	0.049
Departure Headway (Hd)	4.189	4.148	4.079	4.192
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	846	850	864	842
Service Time	2.262	2.241	2.171	2.28
HCM Lane V/C Ratio	0.122	0.074	0.08	0.05
HCM Control Delay, s/veh	7.8	7.6	7.5	7.5
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.4	0.2	0.3	0.2

Intersection													
Int Delay, s/veh	0.4												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕				↕			↕			↕	
Traffic Vol, veh/h	2	46	0	1	0	61	0	0	0	0	2	0	2
Future Vol, veh/h	2	46	0	1	0	61	0	0	0	0	2	0	2
Conflicting Peds, #/hr	9	0	9	0	9	0	9	9	0	9	9	0	9
Sign Control	Free	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	52	0	1	0	69	0	0	0	0	2	0	2
Major/Minor	Major1			Major2			Minor1			Minor2			
Conflicting Flow All	78	0	0	-	61	0	0	143	145	70	143	145	87
Stage 1	-	-	-	-	-	-	-	65	65	-	78	80	-
Stage 2	-	-	-	-	-	-	-	78	80	-	65	65	-
Critical Hdwy	4.12	-	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1521	-	-	-	1543	-	-	827	746	993	827	746	972
Stage 1	-	-	-	-	-	-	-	945	841	-	931	829	-
Stage 2	-	-	-	-	-	-	-	931	829	-	945	841	-
Platoon blocked, %		-	-			-	-						
Mov Cap-1 Maneuver	1512	-	-	-	-	-	-	812	737	979	814	737	958
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	812	737	-	814	737	-
Stage 1	-	-	-	-	-	-	-	939	835	-	926	824	-
Stage 2	-	-	-	-	-	-	-	921	824	-	936	835	-
Approach	EB			WB			NB			SB			
HCM Control Delay, s/v	0.31						0			9.11			
HCM LOS							A			A			
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1					
Capacity (veh/h)	-	75	-	-	29	-	-	880					
HCM Lane V/C Ratio	-	0.001	-	-	-	-	-	0.005					
HCM Control Delay (s/veh)	0	7.4	0	-	-	-	-	9.1					
HCM Lane LOS	A	A	A	-	-	-	-	A					
HCM 95th %tile Q(veh)	-	0	-	-	-	-	-	0					

Intersection												
Int Delay, s/veh	4.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	37	10	14	28	0	0	0	0	22	113	29
Future Vol, veh/h	0	37	10	14	28	0	0	0	0	22	113	29
Conflicting Peds, #/hr	25	0	17	19	0	27	17	0	19	27	0	25
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	39	11	15	30	0	0	0	0	23	120	31

Major/Minor	Minor2		Minor1		Major2	
Conflicting Flow All	-	234	180	233	250	-
Stage 1	-	207	-	27	27	-
Stage 2	-	27	-	206	223	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-
Pot Cap-1 Maneuver	0	666	863	722	653	0
Stage 1	0	730	-	-	-	0
Stage 2	0	-	-	796	719	0
Platoon blocked, %						-
Mov Cap-1 Maneuver	-	623	843	641	611	-
Mov Cap-2 Maneuver	-	623	-	641	611	-
Stage 1	-	701	-	-	-	-
Stage 2	-	-	-	730	690	-

Approach	EB	WB	SB
HCM Control Delay, s/v10.91		11.25	0.99
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	659 620	232	-	-
HCM Lane V/C Ratio	0.076 0.072	0.015	-	-
HCM Control Delay (s/veh)	10.9 11.3	7.4	0	-
HCM Lane LOS	B B	A A	-	-
HCM 95th %tile Q(veh)	0.2 0.2	0	-	-

Intersection						
Int Delay, s/veh	2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	38	0	0	109	29
Future Vol, veh/h	0	38	0	0	109	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	41	0	0	118	32
Major/Minor	Minor2		Major2			
Conflicting Flow All	-	134	-	-	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	915	-	-	-	-
Stage 1	0	-	-	-	-	-
Stage 2	0	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	915	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		SB			
HCM Control Delay, s/v	9.12		0			
HCM LOS	A					
Minor Lane/Major Mvmt	EBLn1	SBT	SBR			
Capacity (veh/h)	915	-	-			
HCM Lane V/C Ratio	0.045	-	-			
HCM Control Delay (s/veh)	9.1	-	-			
HCM Lane LOS	A	-	-			
HCM 95th %tile Q(veh)	0.1	-	-			

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	60	25	37	33	0	0	0	0	18	90	24
Future Vol, veh/h	0	60	25	37	33	0	0	0	0	18	90	24
Conflicting Peds, #/hr	41	0	44	35	0	32	44	0	35	32	0	41
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	85	85	85	85	85	85	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	71	29	44	39	0	0	0	0	21	106	28

Major/Minor	Minor2		Minor1				Major2		
Conflicting Flow All	-	235	205	260	249	-	32	0	0
Stage 1	-	203	-	32	32	-	-	-	-
Stage 2	-	32	-	228	217	-	-	-	-
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12	-	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218	-	-
Pot Cap-1 Maneuver	0	665	836	693	653	0	1580	-	-
Stage 1	0	733	-	-	-	0	-	-	-
Stage 2	0	-	-	775	723	0	-	-	-
Platoon blocked, %								-	-
Mov Cap-1 Maneuver	-	610	803	565	600	-	1532	-	-
Mov Cap-2 Maneuver	-	610	-	565	600	-	-	-	-
Stage 1	-	694	-	-	-	-	-	-	-
Stage 2	-	-	-	661	684	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	11.46	12.22	1.01
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	657	581	236	-	-
HCM Lane V/C Ratio	0.152	0.142	0.014	-	-
HCM Control Delay (s/veh)	11.5	12.2	7.4	0	-
HCM Lane LOS	B	B	A	A	-
HCM 95th %tile Q(veh)	0.5	0.5	0	-	-

151 W. Dickson St TIA
HCM 7th Signalized Intersection Capacity Analysis

2029 Buildout - Midday Peak
10: College Ave & Dickson St

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	245	34	100	44	27	21	110	934	50	39	940	215
Future Volume (veh/h)	245	34	100	44	27	21	110	934	50	39	940	215
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q, veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	0.96		0.98	0.97		0.94	1.00		0.99	1.00		0.99
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Lanes Open During Work Zone												
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	247	34	101	44	27	21	111	943	51	39	949	217
Peak Hour Factor	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Opposing Right Turn Influence	Yes			Yes			Yes			Yes		
Cap, veh/h	350	70	207	206	69	54	331	2115	114	381	1742	398
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.13	0.17	0.17	0.03	0.07	0.07	0.04	0.62	0.62	0.03	0.61	0.61
Unsig. Movement Delay												
Ln Grp Delay, s/veh	48.9	0.0	46.4	49.8	0.0	55.1	11.5	13.4	13.4	9.4	15.8	15.9
Ln Grp LOS	D		D	D		E	B	B	B	A	B	B
Approach Vol, veh/h	382			92			1105			1205		
Approach Delay, s/veh	48.0			52.6			13.2			15.6		
Approach LOS	D			D			B			B		
Timer:	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	7	8				
Case No	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0				
Phs Duration (G+Y+Rc), s	8.1	78.6	8.3	24.9	9.4	77.4	20.0	13.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green (Gmax), s	5.5	65.5	5.5	25.5	15.5	55.5	15.5	15.5				
Max Allow Headway (MAH), s	3.8	5.1	3.9	5.7	3.8	5.2	3.9	5.6				
Max Q Clear (g_c+I1), s	3.0	19.4	4.7	11.0	4.8	25.4	17.1	5.3				
Green Ext Time (g_e), s	0.0	7.7	0.0	0.6	0.2	9.2	0.0	0.1				
Prob of Phs Call (p_c)	0.73	1.00	0.77	1.00	0.98	1.00	1.00	1.00				
Prob of Max Out (p_x)	1.00	0.00	1.00	0.01	0.00	0.00	1.00	0.02				
Left-Turn Movement Data												
Assigned Mvmt	1		3		5		7					
Mvmt Sat Flow, veh/h	1781		1781		1781		1781					
Through Movement Data												
Assigned Mvmt		2		4		6		8				
Mvmt Sat Flow, veh/h		3426		410		2869		946				
Right-Turn Movement Data												
Assigned Mvmt		12		14		16		18				
Mvmt Sat Flow, veh/h		185		1218		655		735				
Left Lane Group Data												
Assigned Mvmt	1	0	3	0	5	0	7	0				

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 HCM 7th Signalized Intersection Capacity Analysis

2029 Buildout - Midday Peak

10: College Ave & Dickson St

Lane Assignment	L (Pr/Pm)		L (Pr/Pm)		L (Pr/Pm)		L (Pr/Pm)	
Lanes in Grp	1	0	1	0	1	0	1	0
Grp Vol (v), veh/h	39	0	44	0	111	0	247	0
Grp Sat Flow (s), veh/h/ln	1781	0	1781	0	1781	0	1781	0
Q Serve Time (g_s), s	1.0	0.0	2.7	0.0	2.8	0.0	15.1	0.0
Cycle Q Clear Time (g_c), s	1.0	0.0	2.7	0.0	2.8	0.0	15.1	0.0
Perm LT Sat Flow (s_l), veh/h/ln	566	0	1216	0	481	0	1309	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	72.9	0.0	8.8	0.0	72.9	0.0	10.8	0.0
Perm LT Serve Time (g_u), s	56.7	0.0	8.8	0.0	49.5	0.0	5.5	0.0
Perm LT Q Serve Time (g_ps), s	1.2	0.0	0.0	0.0	7.0	0.0	1.2	0.0
Time to First Blk (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Lane Grp Cap (c), veh/h	381	0	206	0	331	0	350	0
V/C Ratio (X)	0.10	0.00	0.21	0.00	0.34	0.00	0.71	0.00
Avail Cap (c_a), veh/h	409	0	230	0	489	0	350	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	1.00	0.00	0.98	0.00
Uniform Delay (d1), s/veh	9.2	0.0	49.3	0.0	10.9	0.0	42.6	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.5	0.0	0.6	0.0	6.2	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	9.4	0.0	49.8	0.0	11.5	0.0	48.9	0.0
1st-Term Q (Q1), veh/ln	0.4	0.0	1.2	0.0	1.0	0.0	6.7	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.0	0.0	0.0	0.1	0.0	0.6	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
%ile Back of Q (50%), veh/ln	0.4	0.0	1.3	0.0	1.1	0.0	7.3	0.0
%ile Storage Ratio (RQ%)	0.12	0.00	0.33	0.00	0.10	0.00	0.65	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Middle Lane Group Data								
Assigned Mvmt	0	2	0	4	0	6	0	8
Lane Assignment	T				T			
Lanes in Grp	0	1	0	0	0	1	0	0
Grp Vol (v), veh/h	0	489	0	0	0	587	0	0
Grp Sat Flow (s), veh/h/ln	0	1777	0	0	0	1777	0	0
Q Serve Time (g_s), s	0.0	17.4	0.0	0.0	0.0	23.3	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	17.4	0.0	0.0	0.0	23.3	0.0	0.0
Lane Grp Cap (c), veh/h	0	1097	0	0	0	1079	0	0
V/C Ratio (X)	0.00	0.45	0.00	0.00	0.00	0.54	0.00	0.00
Avail Cap (c_a), veh/h	0	1097	0	0	0	1079	0	0
Upstream Filter (I)	0.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	12.1	0.0	0.0	0.0	13.8	0.0	0.0
Incr Delay (d2), s/veh	0.0	1.3	0.0	0.0	0.0	2.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	13.4	0.0	0.0	0.0	15.8	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	6.5	0.0	0.0	0.0	8.8	0.0	0.0

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 HCM 7th Signalized Intersection Capacity Analysis

2029 Buildout - Midday Peak
 10: College Ave & Dickson St

2nd-Term Q (Q2), veh/ln	0.0	0.4	0.0	0.0	0.0	0.6	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
%ile Back of Q (50%), veh/ln	0.0	6.9	0.0	0.0	0.0	9.3	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.10	0.00	0.00	0.00	0.19	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data

Assigned Mvmt	0	12	0	14	0	16	0	18
Lane Assignment	T+R		T+R		T+R		T+R	
Lanes in Grp	0	1	0	1	0	1	0	1
Grp Vol (v), veh/h	0	505	0	135	0	579	0	48
Grp Sat Flow (s), veh/h/ln	0	1834	0	1628	0	1747	0	1681
Q Serve Time (g_s), s	0.0	17.4	0.0	9.0	0.0	23.4	0.0	3.3
Cycle Q Clear Time (g_c), s	0.0	17.4	0.0	9.0	0.0	23.4	0.0	3.3
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	0.10	0.00	0.75	0.00	0.37	0.00	0.44
Lane Grp Cap (c), veh/h	0	1133	0	277	0	1061	0	123
V/C Ratio (X)	0.00	0.45	0.00	0.49	0.00	0.55	0.00	0.39
Avail Cap (c_a), veh/h	0	1133	0	346	0	1061	0	217
Upstream Filter (I)	0.00	1.00	0.00	0.98	0.00	1.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	12.1	0.0	45.1	0.0	13.8	0.0	53.1
Incr Delay (d2), s/veh	0.0	1.3	0.0	1.3	0.0	2.0	0.0	2.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	13.4	0.0	46.4	0.0	15.9	0.0	55.1
1st-Term Q (Q1), veh/ln	0.0	6.7	0.0	3.7	0.0	8.7	0.0	1.4
2nd-Term Q (Q2), veh/ln	0.0	0.4	0.0	0.1	0.0	0.6	0.0	0.1
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
%ile Back of Q (50%), veh/ln	0.0	7.1	0.0	3.8	0.0	9.2	0.0	1.5
%ile Storage Ratio (RQ%)	0.00	0.10	0.00	0.13	0.00	0.18	0.00	0.09
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary

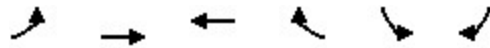
HCM 7th Control Delay, s/veh	20.3
HCM 7th LOS	C

Notes

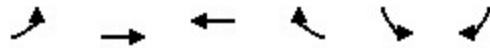
User approved pedestrian interval to be less than phase max green.

151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Buildout - Midday Peak
3: Dickson St & St Charles Ave

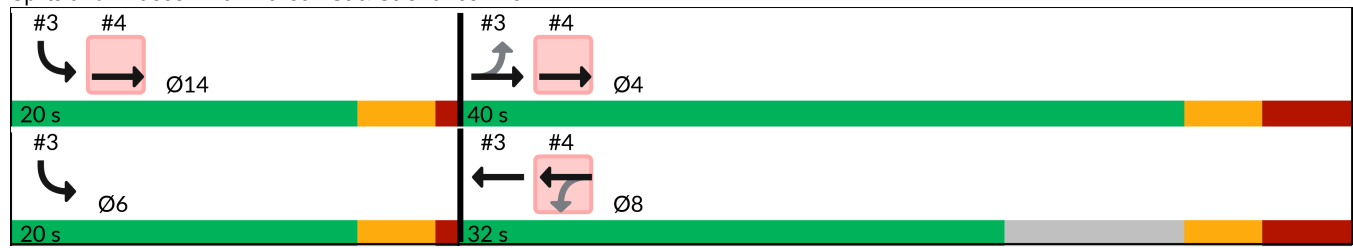


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Lane Configurations								
Traffic Volume (vph)	35	335	271	57	60	54		
Future Volume (vph)	35	335	271	57	60	54		
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Ped Bike Factor		1.00	0.99		0.95			
Frt			0.976		0.936			
Flt Protected		0.995			0.974			
Satd. Flow (prot)	0	1853	1801	0	1636	0		
Flt Permitted		0.926			0.974			
Satd. Flow (perm)	0	1719	1801	0	1606	0		
Right Turn on Red				Yes		Yes		
Satd. Flow (RTOR)			28		61			
Link Speed (mph)		25	25		25			
Link Distance (ft)		278	90		560			
Travel Time (s)		7.6	2.5		15.3			
Confl. Peds. (#/hr)	35			21	21	35		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88		
Adj. Flow (vph)	40	381	308	65	68	61		
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	421	373	0	129	0		
Enter Blocked Intersection	No	No	No	No	No	No		
Lane Alignment	Left	Left	Left	Right	Left	Right		
Median Width(ft)		0	0		12			
Link Offset(ft)		0	0		0			
Crosswalk Width(ft)		16	16		16			
Two way Left Turn Lane								
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Turning Speed (mph)	60			60	60	60		
Number of Detectors	1	2	2		1			
Detector Template	Left	Thru	Thru		Left			
Leading Detector (ft)	20	100	100		20			
Trailing Detector (ft)	0	0	0		0			
Detector 1 Position(ft)	0	0	0		0			
Detector 1 Size(ft)	20	6	6		20			
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex			
Detector 1 Channel								
Detector 1 Extend (s)	0.0	0.0	0.0		0.0			
Detector 1 Queue (s)	0.0	0.0	0.0		0.0			
Detector 1 Delay (s)	0.0	0.0	0.0		0.0			
Detector 2 Position(ft)		94	94					
Detector 2 Size(ft)		6	6					
Detector 2 Type		Cl+Ex	Cl+Ex					
Detector 2 Channel								
Detector 2 Extend (s)		0.0	0.0					
Turn Type	Perm	NA	NA		Prot			
Protected Phases		4	8		6 14		6	14
Permitted Phases	4							
Detector Phase	4	4	8		6 14			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0				5.0	5.0
Minimum Split (s)	25.5	25.5	25.5				22.5	22.5
Total Split (s)	40.0	40.0	32.0				20.0	20.0
Total Split (%)	66.7%	66.7%	53.3%				33%	33%
Maximum Green (s)	32.5	32.5	24.5				15.5	15.5
Yellow Time (s)	3.5	3.5	3.5				3.5	3.5
All-Red Time (s)	4.0	4.0	4.0				1.0	1.0
Lost Time Adjust (s)		0.0	0.0					
Total Lost Time (s)		7.5	7.5					
Lead/Lag								
Lead-Lag Optimize?								
Vehicle Extension (s)	3.0	3.0	3.0				3.0	3.0
Recall Mode	None	None	None				Max	None
Walk Time (s)	7.0	7.0	7.0				7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0				11.0	11.0
Pedestrian Calls (#/hr)	0	0	0				0	0
Act Effct Green (s)		19.6	19.6		18.4			
Actuated g/C Ratio		0.39	0.39		0.37			
v/c Ratio		0.63	0.52		0.20			
Control Delay (s/veh)		16.3	4.1		9.6			
Queue Delay		0.0	0.0		0.0			
Total Delay (s/veh)		16.3	4.1		9.6			
LOS		B	A		A			
Approach Delay (s/veh)		16.3	4.1		9.6			
Approach LOS		B	A		A			
Queue Length 50th (ft)		93	6		13			
Queue Length 95th (ft)		153	11		53			
Internal Link Dist (ft)		198	10		480			
Turn Bay Length (ft)								
Base Capacity (vph)		1136	1200		637			
Starvation Cap Reductn		0	0		0			
Spillback Cap Reductn		0	0		0			
Storage Cap Reductn		0	0		0			
Reduced v/c Ratio		0.37	0.31		0.20			
Intersection Summary								
Area Type:	Other							
Cycle Length: 60								
Actuated Cycle Length: 50.3								
Natural Cycle: 50								
Control Type: Actuated-Uncoordinated								
Maximum v/c Ratio: 0.63								
Intersection Signal Delay (s/veh): 10.4				Intersection LOS: B				
Intersection Capacity Utilization 68.9%				ICU Level of Service C				
Analysis Period (min) 15								

Splits and Phases: 3: Dickson St & St Charles Ave



151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Buildout - Midday Peak
4: Block Ave & Dickson St

	→	↘	↙	←	↖	↗			
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Lane Configurations	↗		↖	↗					
Traffic Volume (vph)	329	66	72	329	0	0			
Future Volume (vph)	329	66	72	329	0	0			
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900			
Storage Length (ft)		0	75		0	0			
Storage Lanes		0	1		0	0			
Taper Length (ft)			25		25				
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Ped Bike Factor	0.99		0.99						
Frt	0.977								
Flt Protected			0.950						
Satd. Flow (prot)	1801	0	1770	1863	0	0			
Flt Permitted			0.521						
Satd. Flow (perm)	1801	0	960	1863	0	0			
Right Turn on Red		Yes			Yes				
Satd. Flow (RTOR)									
Link Speed (mph)	25			25	20				
Link Distance (ft)	90			782	160				
Travel Time (s)	2.5			21.3	5.5				
Confl. Peds. (#/hr)		25	11						
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96			
Adj. Flow (vph)	343	69	75	343	0	0			
Shared Lane Traffic (%)									
Lane Group Flow (vph)	412	0	75	343	0	0			
Enter Blocked Intersection	No	No	No	No	No	No			
Lane Alignment	Left	Right	Left	Left	Left	Right			
Median Width(ft)	12			12	0				
Link Offset(ft)	0			0	0				
Crosswalk Width(ft)	16			16	16				
Two way Left Turn Lane									
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Turning Speed (mph)		60	60		60	60			
Number of Detectors	2		1	2					
Detector Template	Thru		Left	Thru					
Leading Detector (ft)	100		20	100					
Trailing Detector (ft)	0		0	0					
Detector 1 Position(ft)	0		0	0					
Detector 1 Size(ft)	6		20	6					
Detector 1 Type	Cl+Ex		Cl+Ex	Cl+Ex					
Detector 1 Channel									
Detector 1 Extend (s)	0.0		0.0	0.0					
Detector 1 Queue (s)	0.0		0.0	0.0					
Detector 1 Delay (s)	0.0		0.0	0.0					
Detector 2 Position(ft)	94			94					
Detector 2 Size(ft)	6			6					
Detector 2 Type	Cl+Ex			Cl+Ex					
Detector 2 Channel									
Detector 2 Extend (s)	0.0			0.0					
Turn Type	NA		Perm	NA					

151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Buildout - Midday Peak

4: Block Ave & Dickson St

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Protected Phases	4 14			8			4	6	14
Permitted Phases			8						
Detector Phase	4 14		8	8					
Switch Phase									
Minimum Initial (s)			5.0	5.0			5.0	5.0	5.0
Minimum Split (s)			25.5	25.5			25.5	22.5	22.5
Total Split (s)			32.0	32.0			40.0	20.0	20.0
Total Split (%)			53.3%	53.3%			67%	33%	33%
Maximum Green (s)			24.5	24.5			32.5	15.5	15.5
Yellow Time (s)			3.5	3.5			3.5	3.5	3.5
All-Red Time (s)			4.0	4.0			4.0	1.0	1.0
Lost Time Adjust (s)			0.0	0.0					
Total Lost Time (s)			7.5	7.5					
Lead/Lag									
Lead-Lag Optimize?									
Vehicle Extension (s)			3.0	3.0			3.0	3.0	3.0
Recall Mode			None	None			None	Max	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0
Flash Don't Walk (s)			11.0	11.0			11.0	11.0	11.0
Pedestrian Calls (#/hr)			0	0			0	0	0
Act Effect Green (s)	50.3		19.6	19.6					
Actuated g/C Ratio	1.00		0.39	0.39					
v/c Ratio	0.23		0.20	0.47					
Control Delay (s/veh)	0.3		10.5	13.0					
Queue Delay	0.0		0.0	0.0					
Total Delay (s/veh)	0.3		10.5	13.0					
LOS	A		B	B					
Approach Delay (s/veh)	0.3			12.5					
Approach LOS	A			B					
Queue Length 50th (ft)	0		14	70					
Queue Length 95th (ft)	0		33	119					
Internal Link Dist (ft)	10			702	80				
Turn Bay Length (ft)			75						
Base Capacity (vph)	1801		634	1231					
Starvation Cap Reductn	0		0	0					
Spillback Cap Reductn	0		0	0					
Storage Cap Reductn	0		0	0					
Reduced v/c Ratio	0.23		0.12	0.28					

Intersection Summary

Area Type: Other

Cycle Length: 60

Actuated Cycle Length: 50.3

Natural Cycle: 50

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.63

Intersection Signal Delay (s/veh): 6.5

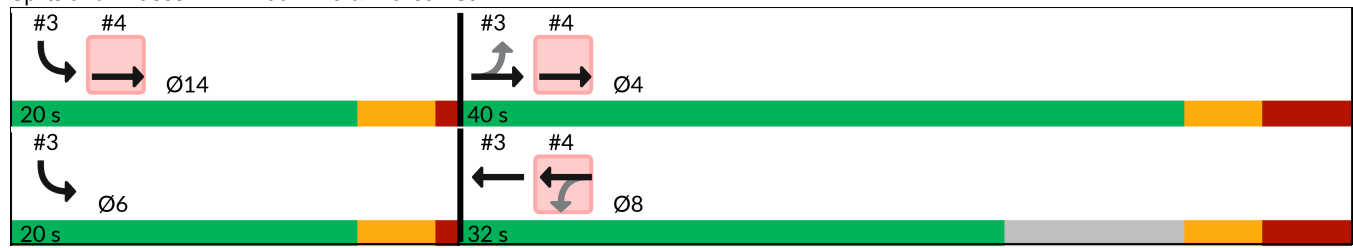
Intersection LOS: A

Intersection Capacity Utilization 38.4%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 4: Block Ave & Dickson St



Intersection

Int Delay, s/veh 3.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	414	25	25	321	62	87
Future Vol, veh/h	414	25	25	321	62	87
Conflicting Peds, #/hr	0	55	52	0	55	52
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	431	26	26	334	65	91

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	512
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	-	1053
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	998
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0.63	23.17
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	351	-	-	130	-
HCM Lane V/C Ratio	0.443	-	-	0.026	-
HCM Control Delay (s/veh)	23.2	-	-	8.7	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	2.2	-	-	0.1	-

HCM 7th Edition methodology does not support clustered intersections.

HCM 7th Edition methodology does not support clustered intersections.

Intersection

Intersection Delay, s/veh 7.9

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	15	51	7	6	40	27	19	105	23	0	37	8
Future Vol, veh/h	15	51	7	6	40	27	19	105	23	0	37	8
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	15	53	7	6	41	28	20	108	24	0	38	8
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left SB		NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right NB		SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.9	7.7	8.2	7.6
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	13%	21%	8%	0%
Vol Thru, %	71%	70%	55%	82%
Vol Right, %	16%	10%	37%	18%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	147	73	73	45
LT Vol	19	15	6	0
Through Vol	105	51	40	37
RT Vol	23	7	27	8
Lane Flow Rate	152	75	75	46
Geometry Grp	1	1	1	1
Degree of Util (X)	0.18	0.093	0.089	0.056
Departure Headway (Hd)	4.268	4.441	4.255	4.327
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	846	809	844	829
Service Time	2.268	2.457	2.271	2.344
HCM Lane V/C Ratio	0.18	0.093	0.089	0.055
HCM Control Delay, s/veh	8.2	7.9	7.7	7.6
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.7	0.3	0.3	0.2

Intersection												
Int Delay, s/veh	0.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	72	1	1	69	0	0	0	0	1	0	1
Future Vol, veh/h	0	72	1	1	69	0	0	0	0	1	0	1
Conflicting Peds, #/hr	6	0	11	10	0	5	11	0	10	5	0	6
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	76	1	1	73	0	0	0	0	1	0	1
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	79	0	0	88	0	0	173	168	97	167	169	90
Stage 1	-	-	-	-	-	-	87	87	-	81	81	-
Stage 2	-	-	-	-	-	-	86	81	-	86	88	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1520	-	-	1508	-	-	790	725	959	798	724	968
Stage 1	-	-	-	-	-	-	920	823	-	928	828	-
Stage 2	-	-	-	-	-	-	922	828	-	922	822	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1514	-	-	1497	-	-	775	716	943	786	716	954
Mov Cap-2 Maneuver	-	-	-	-	-	-	775	716	-	786	716	-
Stage 1	-	-	-	-	-	-	914	817	-	924	824	-
Stage 2	-	-	-	-	-	-	911	824	-	913	816	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0			0.11			0			9.18		
HCM LOS							A			A		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	-	1514	-	-	26	-	-	862				
HCM Lane V/C Ratio	-	-	-	-	0.001	-	-	0.002				
HCM Control Delay (s/veh)	0	0	-	-	7.4	0	-	9.2				
HCM Lane LOS	A	A	-	-	A	A	-	A				
HCM 95th %tile Q(veh)	-	0	-	-	0	-	-	0				

Intersection													
Int Delay, s/veh	4.9												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Vol, veh/h	0	51	23	20	27	0	0	0	0	23	126	45	
Future Vol, veh/h	0	51	23	20	27	0	0	0	0	23	126	45	
Conflicting Peds, #/hr	27	0	28	11	0	10	28	0	11	10	0	27	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	58	26	23	31	0	0	0	0	26	143	51	
Major/Minor	Minor2		Minor1				Major2						
Conflicting Flow All	-	258	224	262	284	-	10			0	0		
Stage 1	-	248	-	10	10	-	-			-	-		
Stage 2	-	10	-	252	274	-	-			-	-		
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12			-	-		
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-			-	-		
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-			-	-		
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218			-	-		
Pot Cap-1 Maneuver	0	646	816	690	625	0	1610			-	-		
Stage 1	0	701	-	-	-	0	-			-	-		
Stage 2	0	-	-	752	683	0	-			-	-		
Platoon blocked, %											-	-	
Mov Cap-1 Maneuver	-	612	795	589	592	-	1594			-	-		
Mov Cap-2 Maneuver	-	612	-	589	592	-	-			-	-		
Stage 1	-	671	-	-	-	-	-			-	-		
Stage 2	-	-	-	652	654	-	-			-	-		
Approach	EB		WB				SB						
HCM Control Delay, s/v11.26			11.7				0.86						
HCM LOS	B		B										
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR								
Capacity (veh/h)	659		591	203	-	-							
HCM Lane V/C Ratio	0.128		0.09	0.016	-	-							
HCM Control Delay (s/veh)	11.3		11.7	7.3	0	-							
HCM Lane LOS	B		B	A	A	-							
HCM 95th %tile Q(veh)	0.4		0.3	0	-	-							

Intersection

Int Delay, s/veh 2.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	68	0	0	120	60
Future Vol, veh/h	0	68	0	0	120	60
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	74	0	0	130	65

Major/Minor	Minor2	Major2
Conflicting Flow All	- 163	- 0
Stage 1	- -	- -
Stage 2	- -	- -
Critical Hdwy	- 6.22	- -
Critical Hdwy Stg 1	- -	- -
Critical Hdwy Stg 2	- -	- -
Follow-up Hdwy	- 3.318	- -
Pot Cap-1 Maneuver	0 882	- -
Stage 1	0 -	- -
Stage 2	0 -	- -
Platoon blocked, %		- -
Mov Cap-1 Maneuver	- 882	- -
Mov Cap-2 Maneuver	- -	- -
Stage 1	- -	- -
Stage 2	- -	- -

Approach	EB	SB
HCM Control Delay, s/v	9.46	0
HCM LOS	A	

Minor Lane/Major Mvmt	EBLn1	SBT	SBR
Capacity (veh/h)	882	-	-
HCM Lane V/C Ratio	0.084	-	-
HCM Control Delay (s/veh)	9.5	-	-
HCM Lane LOS	A	-	-
HCM 95th %tile Q(veh)	0.3	-	-

Intersection												
Int Delay, s/veh	7.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	110	19	46	28	0	0	0	0	17	116	22
Future Vol, veh/h	0	110	19	46	28	0	0	0	0	17	116	22
Conflicting Peds, #/hr	60	0	69	36	0	27	69	0	36	27	0	60
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	122	21	51	31	0	0	0	0	19	129	24
Major/Minor	Minor2		Minor1				Major2					
Conflicting Flow All	-	266	270	324	278	-	27		0	0		
Stage 1	-	239	-	27	27	-	-		-	-	-	
Stage 2	-	27	-	297	251	-	-		-	-	-	
Critical Hdwy	-	6.52	6.22	7.12	6.52	-	4.12		-	-	-	
Critical Hdwy Stg 1	-	5.52	-	-	-	-	-		-	-	-	
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-		-	-	-	
Follow-up Hdwy	-	4.018	3.318	3.518	4.018	-	2.218		-	-	-	
Pot Cap-1 Maneuver	0	640	769	629	630	0	1587		-	-	-	
Stage 1	0	708	-	-	-	0	-		-	-	-	
Stage 2	0	-	-	712	699	0	-		-	-	-	
Platoon blocked, %										-	-	
Mov Cap-1 Maneuver	-	580	725	465	571	-	1546		-	-	-	
Mov Cap-2 Maneuver	-	580	-	465	571	-	-		-	-	-	
Stage 1	-	658	-	-	-	-	-		-	-	-	
Stage 2	-	-	-	555	650	-	-		-	-	-	
Approach	EB		WB				SB					
HCM Control Delay, s/v12.92			13.61				0.81					
HCM LOS	B		B									
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR							
Capacity (veh/h)	597 500		191	-	-							
HCM Lane V/C Ratio	0.24 0.164		0.012	-	-							
HCM Control Delay (s/veh)	12.9 13.6		7.4	0	-							
HCM Lane LOS	B B		A A	-	-							
HCM 95th %tile Q(veh)	0.9 0.6		0	-	-							

151 W. Dickson St TIA
HCM 7th Signalized Intersection Summary

2029 Buildout - PM Peak
10: College Ave & Dickson St

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	282	86	111	82	34	50	108	969	81	16	1142	197
Future Volume (veh/h)	282	86	111	82	34	50	108	969	81	16	1142	197
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	0.98		0.99	0.98		0.95	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	297	91	117	86	36	53	114	1020	85	17	1202	207
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	364	134	173	230	61	90	248	1952	163	304	1703	291
Arrive On Green	0.14	0.18	0.18	0.05	0.09	0.09	0.04	0.59	0.59	0.02	0.56	0.56
Sat Flow, veh/h	1781	736	947	1781	663	976	1781	3317	276	1781	3031	519
Grp Volume(v), veh/h	297	0	208	86	0	89	114	546	559	17	702	707
Grp Sat Flow(s),veh/h/ln	1781	0	1683	1781	0	1640	1781	1777	1817	1781	1777	1773
Q Serve(g_s), s	15.5	0.0	12.8	4.8	0.0	5.8	3.0	20.3	20.4	0.5	31.8	32.4
Cycle Q Clear(g_c), s	15.5	0.0	12.8	4.8	0.0	5.8	3.0	20.3	20.4	0.5	31.8	32.4
Prop In Lane	1.00		0.56	1.00		0.60	1.00		0.15	1.00		0.29
Lane Grp Cap(c), veh/h	364	0	307	230	0	152	248	1045	1069	304	998	996
V/C Ratio(X)	0.82	0.00	0.68	0.37	0.00	0.59	0.46	0.52	0.52	0.06	0.70	0.71
Avail Cap(c_a), veh/h	364	0	385	230	0	228	416	1045	1069	359	998	996
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	38.5	0.0	42.5	43.1	0.0	48.5	15.9	13.6	13.6	11.3	17.7	17.8
Incr Delay (d2), s/veh	13.4	0.0	3.4	1.0	0.0	3.6	1.3	1.9	1.8	0.1	4.1	4.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.7	0.0	5.7	2.2	0.0	2.5	1.2	8.1	8.3	0.2	13.2	13.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	51.9	0.0	45.8	44.1	0.0	52.1	17.2	15.5	15.5	11.4	21.8	22.1
LnGrp LOS	D		D	D		D	B	B	B	B	C	C
Approach Vol, veh/h	505			175			1219			1426		
Approach Delay, s/veh	49.4			48.2			15.6			21.8		
Approach LOS	D			D			B			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.5	70.0	10.0	24.8	9.5	67.1	20.0	14.8				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.5	65.5	5.5	25.5	15.5	55.5	15.5	15.5				
Max Q Clear Time (g_c+I1), s	2.5	22.4	6.8	14.8	5.0	34.4	17.5	7.8				
Green Ext Time (p_c), s	0.0	9.0	0.0	0.9	0.2	10.3	0.0	0.2				

Intersection Summary

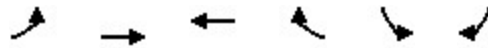
HCM 7th Control Delay, s/veh	25.1
HCM 7th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

151 W. Dickson St TIA
Lanes, Volumes, Timings

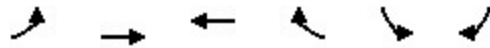
2029 Buildout - PM Peak
3: Dickson St & St Charles Ave



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Lane Configurations								
Traffic Volume (vph)	44	439	295	53	66	59		
Future Volume (vph)	44	439	295	53	66	59		
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Ped Bike Factor		1.00	0.99		0.96			
Frt			0.979		0.937			
Flt Protected		0.995			0.974			
Satd. Flow (prot)	0	1853	1812	0	1653	0		
Flt Permitted		0.931			0.974			
Satd. Flow (perm)	0	1730	1812	0	1634	0		
Right Turn on Red				Yes		Yes		
Satd. Flow (RTOR)			24		63			
Link Speed (mph)		25	25		25			
Link Distance (ft)		278	90		560			
Travel Time (s)		7.6	2.5		15.3			
Confl. Peds. (#/hr)	24			13	13	24		
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93		
Adj. Flow (vph)	47	472	317	57	71	63		
Shared Lane Traffic (%)								
Lane Group Flow (vph)	0	519	374	0	134	0		
Enter Blocked Intersection	No	No	No	No	No	No		
Lane Alignment	Left	Left	Left	Right	Left	Right		
Median Width(ft)		0	0		12			
Link Offset(ft)		0	0		0			
Crosswalk Width(ft)		16	16		16			
Two way Left Turn Lane								
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00		
Turning Speed (mph)	60			60	60	60		
Number of Detectors	1	2	2		1			
Detector Template	Left	Thru	Thru		Left			
Leading Detector (ft)	20	100	100		20			
Trailing Detector (ft)	0	0	0		0			
Detector 1 Position(ft)	0	0	0		0			
Detector 1 Size(ft)	20	6	6		20			
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex			
Detector 1 Channel								
Detector 1 Extend (s)	0.0	0.0	0.0		0.0			
Detector 1 Queue (s)	0.0	0.0	0.0		0.0			
Detector 1 Delay (s)	0.0	0.0	0.0		0.0			
Detector 2 Position(ft)		94	94					
Detector 2 Size(ft)		6	6					
Detector 2 Type		Cl+Ex	Cl+Ex					
Detector 2 Channel								
Detector 2 Extend (s)		0.0	0.0					
Turn Type	Perm	NA	NA		Prot			
Protected Phases		4	8		6 14		6	14
Permitted Phases	4							
Detector Phase	4	4	8		6 14			

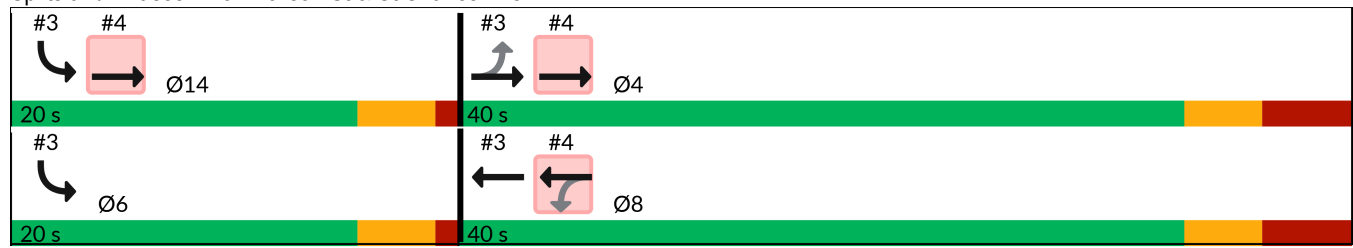
151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Buildout - PM Peak
3: Dickson St & St Charles Ave



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR	Ø6	Ø14
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0				5.0	5.0
Minimum Split (s)	25.5	25.5	25.5				22.5	22.5
Total Split (s)	40.0	40.0	40.0				20.0	20.0
Total Split (%)	66.7%	66.7%	66.7%				33%	33%
Maximum Green (s)	32.5	32.5	32.5				15.5	15.5
Yellow Time (s)	3.5	3.5	3.5				3.5	3.5
All-Red Time (s)	4.0	4.0	4.0				1.0	1.0
Lost Time Adjust (s)		0.0	0.0					
Total Lost Time (s)		7.5	7.5					
Lead/Lag								
Lead-Lag Optimize?								
Vehicle Extension (s)	3.0	3.0	3.0				3.0	3.0
Recall Mode	None	None	None				Max	None
Walk Time (s)	7.0	7.0	7.0				7.0	7.0
Flash Don't Walk (s)	11.0	11.0	11.0				11.0	11.0
Pedestrian Calls (#/hr)	0	0	0				0	0
Act Effct Green (s)		24.3	24.3		18.3			
Actuated g/C Ratio		0.44	0.44		0.33			
v/c Ratio		0.68	0.46		0.23			
Control Delay (s/veh)		16.6	2.5		10.9			
Queue Delay		0.0	0.0		0.0			
Total Delay (s/veh)		16.6	2.5		10.9			
LOS		B	A		B			
Approach Delay (s/veh)		16.6	2.5		10.9			
Approach LOS		B	A		B			
Queue Length 50th (ft)		124	0		16			
Queue Length 95th (ft)		207	0		57			
Internal Link Dist (ft)		198	10		480			
Turn Bay Length (ft)								
Base Capacity (vph)		1043	1102		594			
Starvation Cap Reductn		0	0		0			
Spillback Cap Reductn		0	0		0			
Storage Cap Reductn		0	0		0			
Reduced v/c Ratio		0.50	0.34		0.23			
Intersection Summary								
Area Type:	Other							
Cycle Length: 60								
Actuated Cycle Length: 54.9								
Natural Cycle: 55								
Control Type: Actuated-Uncoordinated								
Maximum v/c Ratio: 0.68								
Intersection Signal Delay (s/veh): 10.7					Intersection LOS: B			
Intersection Capacity Utilization 75.7%					ICU Level of Service D			
Analysis Period (min) 15								

Splits and Phases: 3: Dickson St & St Charles Ave



151 W. Dickson St TIA
Lanes, Volumes, Timings

2029 Buildout - PM Peak
4: Block Ave & Dickson St

	→	↘	↙	←	↖	↗			
Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Lane Configurations	↗		↖	↗					
Traffic Volume (vph)	387	118	63	348	0	0			
Future Volume (vph)	387	118	63	348	0	0			
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900			
Storage Length (ft)		0	75		0	0			
Storage Lanes		0	1		0	0			
Taper Length (ft)			25		25				
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Ped Bike Factor	0.99		0.99						
Frt	0.968								
Flt Protected			0.950						
Satd. Flow (prot)	1776	0	1770	1863	0	0			
Flt Permitted			0.454						
Satd. Flow (perm)	1776	0	835	1863	0	0			
Right Turn on Red		Yes				Yes			
Satd. Flow (RTOR)									
Link Speed (mph)	25			25	20				
Link Distance (ft)	90			782	160				
Travel Time (s)	2.5			21.3	5.5				
Confl. Peds. (#/hr)		27	16						
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90			
Adj. Flow (vph)	430	131	70	387	0	0			
Shared Lane Traffic (%)									
Lane Group Flow (vph)	561	0	70	387	0	0			
Enter Blocked Intersection	No	No	No	No	No	No			
Lane Alignment	Left	Right	Left	Left	Left	Right			
Median Width(ft)	12			12	0				
Link Offset(ft)	0			0	0				
Crosswalk Width(ft)	16			16	16				
Two way Left Turn Lane									
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00			
Turning Speed (mph)		60	60		60	60			
Number of Detectors	2		1	2					
Detector Template	Thru		Left	Thru					
Leading Detector (ft)	100		20	100					
Trailing Detector (ft)	0		0	0					
Detector 1 Position(ft)	0		0	0					
Detector 1 Size(ft)	6		20	6					
Detector 1 Type	Cl+Ex		Cl+Ex	Cl+Ex					
Detector 1 Channel									
Detector 1 Extend (s)	0.0		0.0	0.0					
Detector 1 Queue (s)	0.0		0.0	0.0					
Detector 1 Delay (s)	0.0		0.0	0.0					
Detector 2 Position(ft)	94			94					
Detector 2 Size(ft)	6			6					
Detector 2 Type	Cl+Ex			Cl+Ex					
Detector 2 Channel									
Detector 2 Extend (s)	0.0			0.0					
Turn Type	NA		Perm	NA					

151 W. Dickson St TIA
Lanes, Volumes, Timings

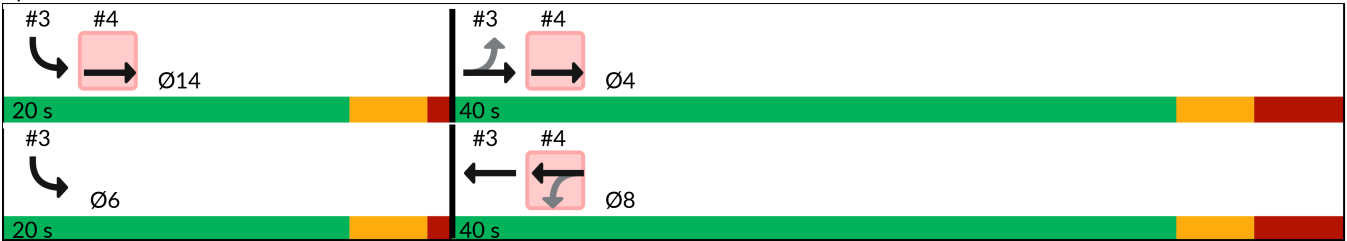
2029 Buildout - PM Peak
4: Block Ave & Dickson St

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR	Ø4	Ø6	Ø14
Protected Phases	4 14			8			4	6	14
Permitted Phases			8						
Detector Phase	4 14		8	8					
Switch Phase									
Minimum Initial (s)			5.0	5.0			5.0	5.0	5.0
Minimum Split (s)			25.5	25.5			25.5	22.5	22.5
Total Split (s)			40.0	40.0			40.0	20.0	20.0
Total Split (%)			66.7%	66.7%			67%	33%	33%
Maximum Green (s)			32.5	32.5			32.5	15.5	15.5
Yellow Time (s)			3.5	3.5			3.5	3.5	3.5
All-Red Time (s)			4.0	4.0			4.0	1.0	1.0
Lost Time Adjust (s)			0.0	0.0					
Total Lost Time (s)			7.5	7.5					
Lead/Lag									
Lead-Lag Optimize?									
Vehicle Extension (s)			3.0	3.0			3.0	3.0	3.0
Recall Mode			None	None			None	Max	None
Walk Time (s)			7.0	7.0			7.0	7.0	7.0
Flash Don't Walk (s)			11.0	11.0			11.0	11.0	11.0
Pedestrian Calls (#/hr)			0	0			0	0	0
Act Effect Green (s)	54.9		24.3	24.3					
Actuated g/C Ratio	1.00		0.44	0.44					
v/c Ratio	0.32		0.19	0.47					
Control Delay (s/veh)	0.4		9.8	12.2					
Queue Delay	0.0		0.0	0.0					
Total Delay (s/veh)	0.4		9.8	12.2					
LOS	A		A	B					
Approach Delay (s/veh)	0.4			11.8					
Approach LOS	A			B					
Queue Length 50th (ft)	0		13	82					
Queue Length 95th (ft)	0		32	137					
Internal Link Dist (ft)	10			702	80				
Turn Bay Length (ft)			75						
Base Capacity (vph)	1774		503	1123					
Starvation Cap Reductn	0		0	0					
Spillback Cap Reductn	0		0	0					
Storage Cap Reductn	0		0	0					
Reduced v/c Ratio	0.32		0.14	0.34					

Intersection Summary

Area Type: Other
Cycle Length: 60
Actuated Cycle Length: 54.9
Natural Cycle: 55
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.68
Intersection Signal Delay (s/veh): 5.5 Intersection LOS: A
Intersection Capacity Utilization 44.8% ICU Level of Service A
Analysis Period (min) 15

Splits and Phases: 4: Block Ave & Dickson St



From: Caroline Crawford <caromcraw@gmail.com>
Sent: Friday, January 31, 2025 12:39 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: 7-story building - Dickson Street

Hi!

I wanted to express my concern about the plan for the 7-story building on Dickson Street. While the growth of our city is exciting, I don't think allowing a building like that is a good move. It will negatively impact the neighborhoods nearby, the traffic will be horrendous especially on weekends with big events, and the quality of the area will decrease drastically.

The apartment complexes that have popped up over the last decade or so are not built to last and are eyesores compared to the unique and historic buildings the downtown area has. Of course the growth of the University has an impact on the city and that has to be considered. But student-oriented housing shouldn't take over areas, like the entertainment district, that Fayetteville locals cherish. Something more beneficial to the area, like spaces for new restaurants, should be considered for that spot.

I hope you take the community's opinion into consideration before you make a final decision on this project.

Thank you!



Outlook

Statement of support for proposed student housing between church and block avenue

From Max Emerson <maxemerson001@gmail.com>

Date Tue 2/4/2025 2:37 PM

To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gretchen,

I am writing to you to give a written statement of support for the proposed student housing project between church and block avenue on Dickson street. I am a Fayetteville resident, a senior at the UofA, and grew up in Fayetteville.

The project includes 185 units as well as a ground floor retail space. I think that a mixed use student oriented apartment complex is actually right at home on Dickson, just blocks from both the university, transit, and downtown. My only gripe is the parking; I think in student-oriented projects, the residential parking requirements should in fact be lowered, as many UofA students do not have or need cars. However, I understand that is out of the scope of this hearing.

Fayetteville is experiencing a housing crisis. It is no secret that the rapidly increasing student population has played a significant role in rising rents. What people fail to understand is that until there is an adequate amount of student housing, all housing becomes student-oriented. By increasing the supply of student oriented housing, and therefore housing as a whole, we can slow the increase of, or even decrease rents.

According to the housing crisis committee, we need to quicken the pace of housing supply development, develop high density housing, and proactively address student housing concerns. I believe that allowing this development to continue on what is basically a glorified parking lot fulfills these requirements nicely.

Many people are opposed to this development on the grounds that it will increase congestion, which I agree is a problem. Unfortunately, all new developments, student oriented or not, will increase congestion as long as the current residential parking minimums are in place. Those who are truly concerned should direct their ire to the city council and encourage the amendment of less stringent parking minimums for residential buildings. Decreasing parking improves walkability, decreases emissions, and makes development more sustainable. Additionally, the location of the project and the fact it is student oriented means a much higher number of the tenants would walk, bike, or take transit for most of their trips, mitigating congestion.

Finally, the location of this housing project could not be more appropriate. Dickson street is one of the densest areas in Fayetteville, and if student housing should be built anywhere, it is Dickson street.

I hope that the planning commission will consider these comments and urge them to allow this housing to be built. While change can be stressful, this project addresses a critical need in Fayetteville,

and is one of many necessary steps forward.

Best,

Max Emerson



FW: Development at 151 Dickson

From Planning Shared <planning@fayetteville-ar.gov>

Date Thu 2/6/2025 10:43 AM

To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

Concerning LSD-2024-0038

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



CITY OF
FAYETTEVILLE
ARKANSAS

From: nina shirkey <ninashirkey@gmail.com>

Sent: Thursday, February 6, 2025 10:36 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Fwd: Development at 151 Dickson

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Staff,

In preparation for Monday's meeting, I am forwarding my correspondence expressing my concern about the proposed development at 151 Dickson. Thank you for your time and consideration. See you Monday evening,

Nina Shirkey
229 N Block Ave
479-445-4763

----- Forwarded message -----

From: nina shirkey <ninashirkey@gmail.com>

Date: Wed, Feb 5, 2025 at 6:34 PM

Subject: Re: Development at 151 Dickson

To: <mike.wiederkehr@fayetteville-ar.gov>, <sarah.moore@fayetteville-ar.gov>, <mayor@fayetteville-ar.gov>, <wthomason@fayetteville-ar.gov>, <jimm.garlock@fayetteville-ar.gov>

Hello again,

I know you are likely receiving a lot of emails regarding the trinitas development. I am extremely concerned about the inevitable damage to my house with a 90ft, zero-lot line build towering over my house on two sides. The lack of airflow and sunlight will be devastating to the structure. In the unified development code purpose it states:

“Provide adequate light and air” and “development of land uses which protect established neighborhoods”

There is a case to be made that this development violates both of these. Thank you again for your time on this matter.

150.02 - Purpose

- (A) The UDC is adopted for the purpose of implementing the Comprehensive Land Use Plan and any other plans or policies adopted or amended by the City Council, in a manner that furthers the health, safety and general welfare of the people of the community and to provide uniform standards for the development of land and the installation of related improvements. The UDC sets forth the procedures, requirements, and minimum standards intended to promote an appropriate mix of land uses in an orderly manner; enhance aesthetic quality, moderate street congestion, secure safety from events such as fire, flood, erosion and landslides; prevent overcrowding of land; provide adequate light and air; and provide for circulation, recreation, and other public services and facilities. The UDC provides for, but is not limited to, development of land uses which protect established neighborhoods, and commercial and industrial districts; allows compatible infill of established areas; provides flexibility for mixing of uses to achieve traditional neighborhood developments; protects significant environmental resources; and makes a livable community.

On Mon, Feb 3, 2025 at 1:18 PM nina shirkey <ninashirkey@gmail.com> wrote:

Hello All,

I have attached the independent arborist report from last May when this project was originally proposed and the updated shoring plan. I do not believe they have met the requirements listed below in the Tree Protection Measures. Specifically "tree protection barriers on the site along the tree dripline or 10 feet from the trunk, whichever is greater." The three feet adjustment they made does not meet these requirements.

There is another issue that I don't believe has been extensively addressed which is the issue of limited fire and safety access to the north side of my house as well as the south side of the proposed construction which will be built on my property line. There will be balconies extending over my house nearly 90ft high and I have not seen sufficient investigation into potential safety issues. I know we have recently had students fall from balconies in similar buildings.

Further, many of you have expressed personal opposition to this project but feel unable to oppose based upon the fact that they meet the development requirements for main street center. However, there is a section in the code that allows opposition based upon issues with traffic safety, which I don't believe has been sufficiently addressed given the proposed 600 extra cars on that block.

- (d) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factor such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.

Tree Protection:

No filling, excavating or other land disturbance shall take place in areas with preserved trees. Before commencing any construction activity, the applicant shall construct tree protection barriers on the site along the tree dripline or 10 feet from the trunk, whichever is greater. The applicant shall also post signs [at] areas with preserved trees in accordance with the details, standards, specifications and guidelines provided in the *City of Fayetteville Tree Preservation, Protection, and Landscape Manual*. The Urban Forester may require other protective measures based upon the individual characteristics of the site and the proposed construction methods. Tree protection measures shall also protect any off-site trees, and the roots of which extend onto the site of the proposed construction. Any applicant damaging or destroying an off-site tree shall be required to mitigate such damage or destruction as prescribed by the Urban Forester. If the required barriers surrounding the areas

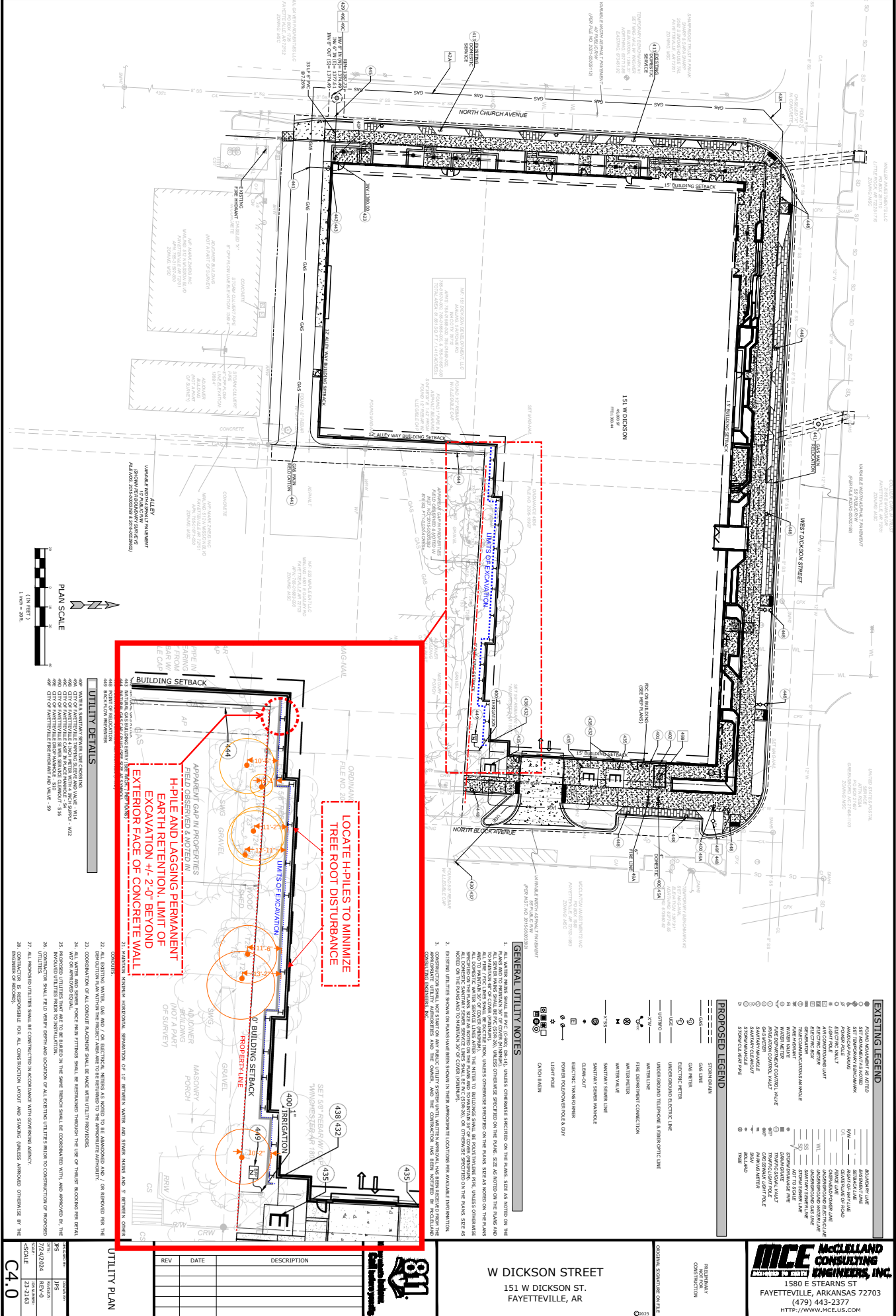
with preserved trees are not adequately maintained during construction, the Urban Forester shall prescribe remedial measures, and may issue a stop work order.

-

Thank you for your time and consideration on this very important matter.

-

-Nina Shirkey
479-445-4763



PLAN SCALE
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UTILITY PLAN

151 W DICKSON STREET

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FAYETTEVILLE, AR

MCE McCLELLAND CONSULTING ENGINEERS, INC.
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PRELIMINARY
CONSTRUCTION

DATE: 7/24/2024
SCALE: 1" = 20'

151 W DICKSON STREET

FAYETTEVILLE, AR

151 W DICKSON STREET

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151 W DICKSON STREET

FAYETTEVILLE, AR



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Cell: 479-879-5015
TreeClimbersLLC.com
General: Office@TreeClimbersLLC.com
Direct: Jeremy@TreeClimbersLLC.com

Arkansas' First and Only TCIA Accredited Company

JEREMY WILLIAMS, RCA

asca RCA #801
Registered Consulting Arborist®



ISA Board Certified Master Arborist #50-6263BT
ASCA Registered Consulting Arborist #801
TCIA Certified Tree Care Safety Professional #1267
ISA Qualified Tree Risk Assessor
ISA Certified Climber Specialist and Wildfire Risk Reduction Qualified Instructor

05-10,24
McClelland Consulting Engineers
Chris Bakunas
cbakunas@mce.us.com
402-320-2130

Re: 151 W. Dickson tress.

Background and Assignment

Chris contacted me to assess the condition and survival of several trees located on the south of the property located at 151 W. Dickson St. in Fayetteville AR. His primary concern is the likelihood of survival the trees with the current proposed construction. Chris forwarded me a shoring plan and a site map with the location of the trees.

Site Visit Observations and Analysis

I visited the site on Friday May 3, 2024, and looked at 17 trees. These trees appeared to be volunteer trees that likely had not been intentionally planted. I have correlated the trees to the best of my ability to the numbers listed on the plan provided. There were 5 more trees on-site versus what was shown on the plan.

Tree #	Actual Size (diameter at 4.5ft)	Plan size	Species	Notes
32	12"	11"	Black Locust	Two stem tree has tip dieback and unlikely to survive long term with or without construction. Significant lean towards road.
Not Listed	3"	NA	Black Cherry	Two stem tree growing at base of #32. Cannot survive if #32 is removed.
Not Listed	4"	NA	Sugar Maple	Tree is being crowded by #31.
31	18"	14"	American Elm	Good condition and structure currently. With plans significant pruning of canopy will be needed. Estimated excavation distance will be at or inside the minimum structural stability distance for size. With both factors tree is unlikely to survive construction.
30	12"	11"	Black Locust	Tree has significant lean and poor condition. Most of canopy will likely need to be removed to give clearnce for building.
29	5"	4"	Sugar Maple	Treehas lean to north and will need significant aerial pruning. Unlikely to survive.
Not Listed	3"	NA	Sugar Maple	Tree is being crowded by other trees particularly #28
28	5.5"	4"	Sugar Maple	Tree is currently good condition. If no scaffolding is needed in area and tree could potentially survive but will be extremely crowded by both buildings.
27	11"	10"	Black Locust	Heavy lean to north and decay at base. No chance of survival with current plans.
26	21.5"	14"	Hackberry	With size and proximity to building tree cannot survive with current plans. If plans are completed tree will be high risk of uprooting and will need significant canopy removal before construction.



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Fayetteville, AR 72701

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Tree #	Actual Size (diameter at 4.5ft)	Plan size	Species	Notes
25	10.5"	11"	Black Cherry	Tree has significant decay and is crowded by hackberry. Should not be preserved.
24	5.5"	9"	Sugar Maple	Is crowded by other trees and branches are over the proposed building line.
Not Listed	13	NA	American Elm	Heavy lean toward south due to crowding. Increased risk of uprooting if roots are cut by construction.
Not Listed	6"	NA	Sugar Maple	Is touching and bring compressed by Tree #23
23	13"	11"	American Elm	Has heavy lean to north. Also currently has girdling cable around stem for gate. Majority or all canopy is over building line.
22	17"	7"	Hackberry	Poor condition and structure. Not candidate for preservation.
Not Listed	7"	NA	Sugar Maple	Poor structure next to ally.

Discussion

For this case, it is important to understand critical root zone. Critical root zone is defined as the zone where most of the roots of a tree exist and is needed for survival. Tree roots are fairly shallow typically residing in the top 6-16" of soil and occasionally as deep as 24" in ideal conditions. Tree roots will seek out the ideal ratio of moisture and oxygen. Without both oxygen and moisture roots will die. Roots will spread out quite far typically 1.5 times the spread of the tree. The generally recommended distance to avoid root disturbance is a 1:1 ratio of diameter to distance. What this means is for a 20" diameter tree it is recommended to stay 20 feet from the tree. For trees that do not have outside competition for light this ratio typically corresponds to the edge of the canopy (dripline). For healthy trees that ratio can sometimes be reduced to .5:1 if impact is only on one side. If the impact is inside the .25:1 ratio, the tree's structural stability is usually compromised.

The other factors that must be considered is the amount of canopy that would need to be removed from the trees to allow the building to be constructed. With the severe pruning that would be needed on many of the trees, this would decrease their already low chance of survival with soil disturbance.

Additionally, if there is a need for scaffolding or equipment access on this side of the building that may not be possible with the trees present.

Lastly, for some of the trees lack of light will also be a factor growing between two multi-story buildings.

Conclusions and Recommendations

Based on my review of current plans and the conditions on site the likelihood of survival of the above trees would be extremely low if the current plans are followed. Reviewing the plans I see efforts have been made to reduce root disturbance to a minimum but that is not the only factor on these trees. The prior condition of the trees and the amount of canopy removal are the other main factors that I am considering. Based on these factors my recommendation would be to either remove the trees or significantly alter the plans. In my opinion, most of the trees are not good candidates for preservation due to their poor structure.



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ISA Qualified Tree Risk Assessor

ISA Certified Climber Specialist and Wildfire Risk Reduction Qualified Instructor

Qualifications

A few pertinent qualifications that qualify me to write this report are:

ASCA (*American Society of Consulting Arborists*) Registered Consulting Arborist #801

ASCA (*American Society of Consulting Arborists*) Tree and Plant Qualified Appraiser

ISA (*International Society of Arboriculture*) Board Certified Master Arborist, #SO-6263BT

ISA Tree Risk Assessor Qualification, #SO-6263BT

ISA Certified Tree Worker certification, #SO-6263AT

ISA Certified Arborist certification, #SO-6263A

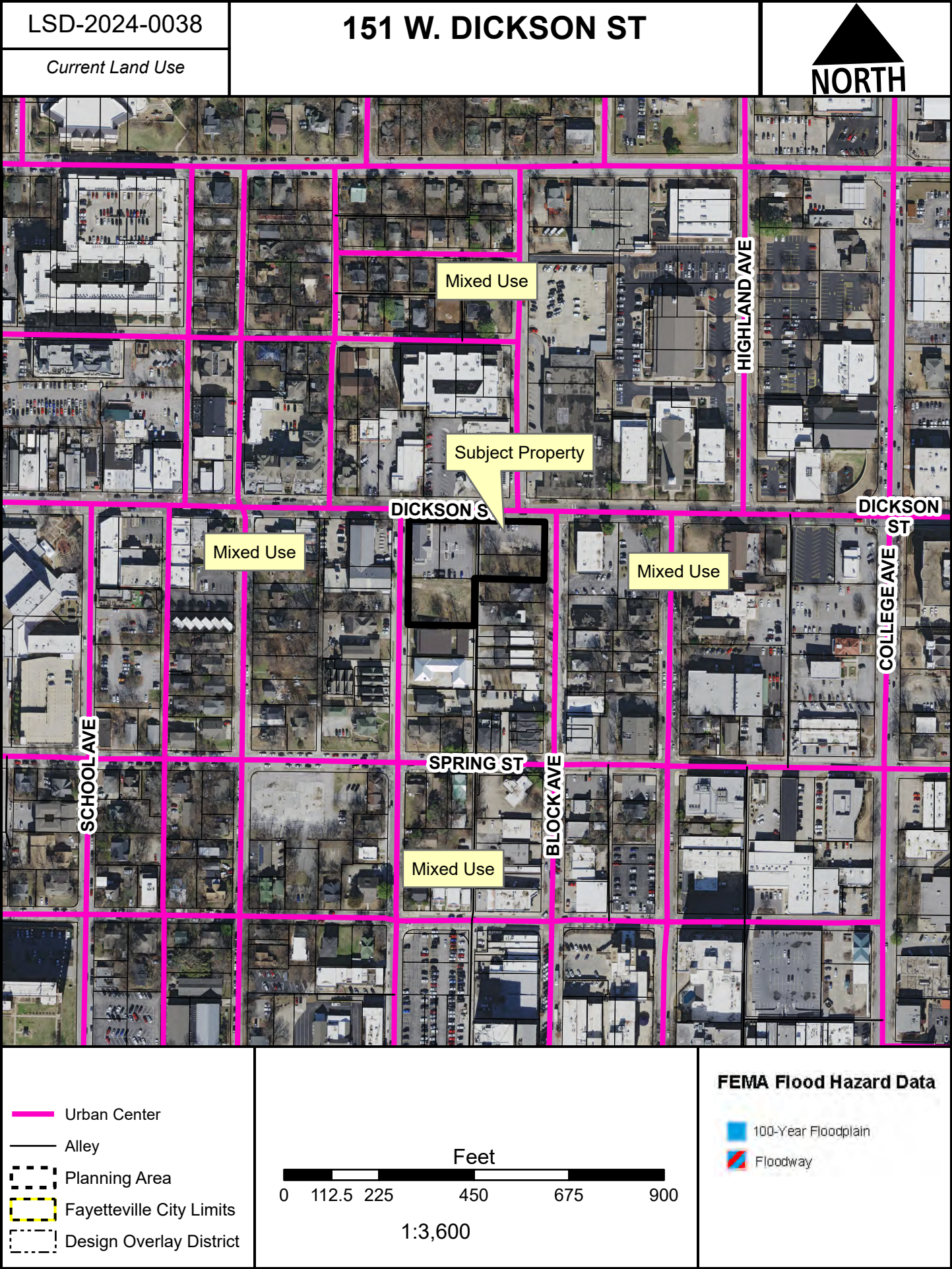
TCIA (*Tree Care Industry Association*) CTSP safety auditor and trainer certification, #1267

Full-time practice as an arborist and have served as an expert witness and consultant on numerous cases since 2009.

The above report is accurate and true to the best of my knowledge with the information available to me at the time of this report. Any observations are based on conditions visible during my site visit or information provided to me by the client. Opinions or determinations are based on generally accepted industry guidelines and years of full-time practice as an Arborist in Northwest Arkansas. I have no bias or interest in any particular outcome or findings from this report. Any additional consulting, fact, or expert witness services needed will be billed separately and is not included in the cost of this report. Use and acceptance of this report and any information contained herein or given on-site is contingent on payment for services rendered. Any use of this report or information without payment will result in appropriate legal action. Copyright 2024 Tree Climbers LLC all rights reserved.

Jeremy Williams, RCA

asca RCA #801
Registered Consulting Arborist®



From: Kathryn Cook <kat.a.cook3@gmail.com>

Sent: Saturday, February 8, 2025 10:28 AM

To: Planning Shared <planning@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>

Subject: Dickson Student Housing - in favor

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

I wanted to email in favor of the Student Housing on Dickson. As someone who has been fighting in my neighborhood, I think this spot on Dickson is actually better than any of the others.

I know it's only coming to Planning this week but I wanted to email Planning and City Council, both.

I'm not sure why no one in the community cared about the trees, actual neighborhood, historic homes in our area but care about ruining a parking lot?

This lot has been empty for over a decade and a mixed use building would great. I don't see how traffic will be an issue since it's already set up for public traffic, one ways, and large sidewalks.

As much as I want to save trees, I'm much more concerned about the small wooded area that has an actual ecosystem, by the high school. That is what they should be concerned about.

Anyway, I wanted to voice my full support for this student housing. I know it has to exist somewhere and that is a much less destructive area, rather than an actual neighborhood, and the full mixed use downstairs makes it great for that spot.

My only qualm would be parking - making sure it's at least fully parked for the housing portion because I promise, if not, then that will be an issue.

Thank you for your time and I hope you all support this as well.

Kathryn Cook

-----Original Message-----

From: Deborah Griffin <debygriffin9@me.com>
Sent: Saturday, February 8, 2025 11:30 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Proposed student housing on Dickson Street

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am writing to express my opposition to the proposed student housing high rise building on the corner of Block and Dickson. First of all, I feel that the parking situation on and surrounding Dickson St. is negatively impacting our citizens and businesses. Fayetteville has a parking crisis. Wishful thinking and trails do not produce a city of people who bike to work and school everyday! We do not have adequate public transportation either. When City Council members Turk and Weiderkehr proposed a variance to give more flexibility to the parking minimums code, it was tabled indefinitely because a Planning Commissioner called in to say the Planning Commission is working on that. When is it going to be a priority? When are you going to address the parking crisis and actually do something about it? I feel that before anymore student housing development is allowed, parking codes should be changed and updated! The only people benefiting from existing codes are the developers! People should be able to park at their home, and not have to search for parking and walk blocks in all kinds of weather just to get home. Have you ever tried to park around Dickson on a weekday afternoon when there's a matinee at the WAC, and classes in session at the U of A? It is next to impossible to find a parking place. There is long standing empty real estate on Dickson Street and many businesses are short lived.

The University needs to be responsible for its untethered growth that has created the parking crisis! The University needs to provide parking for the students. What happened to imposing enrollment limits? Most, if not all, of the out of state (mostly Texan) students who get in-state tuition are bringing their cars with them. If the city stopped providing for this situation, the University would have to take responsibility. We desperately need affordable housing for families, for older people looking to downsize and live within close proximity to amenities...houses with small yards to grow a garden or give children a space to play outdoors. These are the voting, tax paying citizens! Do these people not deserve more consideration than the U of A students? Business owners' needs need to be valued by our city. Huge apartment complexes do not provide housing for a broad spectrum of people in need of housing. I urge you to step up and use wise judgment and future forward thinking to keep our city a nice place to live. Thank you.

Deborah Griffin



FW: 7 story building on Dickson

From Planning Shared <planning@fayetteville-ar.gov>

Date Tue 2/18/2025 11:20 AM

To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

For you?

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



CITY OF
FAYETTEVILLE
ARKANSAS

From: Nicholas Falldine <nicholasfalldine@gmail.com>

Sent: Tuesday, February 18, 2025 10:49 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: 7 story building on Dickson

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi there, my name is Nicholas Falldine and I live at 464 W. North St. I wanted to send a note saying that I strongly support the development going up across from Colliers on Dickson. I do wish it was something other than student housing so it would get more "regular" citizens walking around downtown, however I still feel like it's a good use of the parcel.

Best,
Nicholas Falldine



FW: Dickson Street development

From Planning Shared <planning@fayetteville-ar.gov>

Date Thu 2/13/2025 12:19 PM

To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

Concerning LSD-2024-0038

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

-----Original Message-----

From: Rita Caver <krazorita@gmail.com>

Sent: Thursday, February 13, 2025 10:22 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Dickson Street development

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am totally opposed to a large student housing complex being built on Dickson Street. How many of these places could we possibly need?

Rita Caver
304 West Cleburn

Sent from my iPhone



FW: LSD 2024-0038 Dickson and Block

From Planning Shared <planning@fayetteville-ar.gov>

Date Mon 2/24/2025 10:25 AM

To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



CITY OF
FAYETTEVILLE
ARKANSAS

From: Dede Peters <dedepictures.4@gmail.com>

Sent: Monday, February 24, 2025 10:14 AM

To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Garlock, Jimm <jimm.garlock@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>

Subject: LSD 2024-0038 Dickson and Block

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

I'm writing to OPPOSE approval of LSD 2024-0038 for the reason of
(iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern

NOTE: Where is the traffic study requested by a Planning Commissioner? It is not in the agenda packet. Because this information is missing, I have filed a FOIA request for police response on the surrounding streets.

DANGEROUS TRAFFIC CONDITIONS:

1. The corner of Dickson and Block is the main connector between Fayetteville's most heavily visited attractions (the Historic Square and Dickson Street amenities). Adding an additional 600 resident drivers would significantly increase traffic volume and alter the traffic pattern.
2. The intersection of Block / Dickson / St. Charles is a confusing one. In fact, a median had to be removed from Dickson Street at that intersection because of the high volume of accidents. Adding an additional 600 resident drivers would significantly increase the likelihood of motor vehicle accidents in the area because the the intersection configuration.
3. The block of 200 N. Block Ave is the only block in Fayetteville that uses "back-in parking." It is often backed up with cars waiting on drivers who have difficulty maneuvering into a parking spot. Adding an additional 600 resident drivers would alter the traffic pattern by increasing the wait time for parking drivers.
4. Because that particular block is back-in parking, and in an area with one way streets, people drive the wrong way on the street several times a day. Unfortunately, this activity cannot be captured by a traffic count. It has to be recorded by video. Adding an additional 600 resident drivers would increase the likelihood of people driving the wrong way and thus increase the probability of motor vehicle accidents.
5. The development's surrounding streets of Church, Dickson, and Block are all heavily used by commercial food and beverage trucks delivering to nearby bars and restaurants. Those trucks often double park as they deliver. Adding an additional 600 resident drivers, waiting to maneuver around these trucks, will increase the likelihood of an accident and increase traffic congestion.
6. Dickson Street is known as the "party" street in Fayetteville. The concentration of bars create a high incidence of DUIs and intoxicated pedestrians. An additional 600 residents, who may be partying on the street, increases the likelihood that they will be victims of a DUI motor vehicle accident.
7. "Purpose Built Student Housing" such as this development, require a additional police patrol and response (as evidenced by the provided link to FOIA records of police response from 2019-2024 of 15 PBSH developments in Fayetteville <https://tinyurl.com/mr3uzs3c>). The narrow streets surrounding this Trinitas development do not provide adequate space for responding police patrols or traffic violation stops. An additional 600 resident drivers will IMPEDE RESPONSE TIME OF POLICE AND THUS CREATE A SAFETY ISSUE.

ADDITIONAL COMMENTS:

Point 7 is very important.

When speaking with the Fayetteville Police Department, I have learned that response time for a police officer to arrive at a student's room in a PBSH takes multiple minutes as opposed to 60 seconds from patrol car to apartment at traditional multi-family complexes.

I have also learned that the Fayetteville Police Department is in negotiations for the University Police to assume jurisdiction at the Cardinal and perhaps two other student housing developments. Why?

- Is it because three complexes have contracts with the University for housing?
- Is it because of multiple accidents and deaths, particularly at the Cardinal?
- Is it because the Fayetteville Police Department does not have the resources to respond to 6,000 residents of eventually 22 student housing complexes?

FINALLY, I urge the Commission to table this agenda item in order to acquire an adequate, unbiased traffic study and to review the police traffic reports of the surrounding proposed development.

For what it's worth, I would support a true mixed used, multi-family (not restricted to students) development at this site with a preference of 4-5 stories.

Thank you,
Dede Peters
Ward 2 Resident



151 W. Dickson St student housing

From Scott Hill <razorbackscott@gmail.com>

Date Thu 2/20/2025 3:55 PM

To Planning Shared <planning@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey all,

I support infill, but generally think this is a cheaply designed project. How on earth do we allow people to build 100 ft tall buildings clad primarily in hardie siding?

Our design standards do not yield any results worth having if this is allowed to continue. We have demand for growth, which is great. We can and should expect developers to spend money on masonry facades which will last and enhance the character of the built environment.

The most sustainable building is one that is treasured and lasts 100 years or more. This is not designed to last, and it's a shame we don't care more about our built environment than this.

Thanks,



FW: LSD-2024-0038

From Planning Shared <planning@fayetteville-ar.gov>

Date Tue 2/25/2025 11:13 AM

To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



From: Walker Mitchell <ns7nm63@gmail.com>

Sent: Monday, February 24, 2025 5:33 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: LSD-2024-0038

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We live on Watson street and there are already not enough Resident Reserved street parking passes for all residents in the north zone. How do you make sure this project has enough parking built in and doesn't further negatively impact parking for residents and voters?



FW: Seriously?

From Masters, Jessica <jmasters@fayetteville-ar.gov>
Date Tue 2/25/2025 2:54 PM
To Harrison, Gretchen <gharrison@fayetteville-ar.gov>
Cc Curth, Jonathan <jcurth@fayetteville-ar.gov>

Public comment on 151 W. Dickson.

Jessie

Jessie Masters, AICP

Development Review Manager
Development Services
City of Fayetteville, Arkansas
(479) 575-8239

www.fayetteville-ar.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Planning Shared <planning@fayetteville-ar.gov>
Sent: Tuesday, February 25, 2025 2:50 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: FW: Seriously?

FYI

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



From: Kathryn Cook <kat.a.cook3@gmail.com>
Sent: Tuesday, February 25, 2025 2:18 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Seriously?

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you

recognize the sender and know the content is safe.

<https://www.arkansasonline.com/news/2025/feb/24/fayetteville-planning-commission-postpones/>

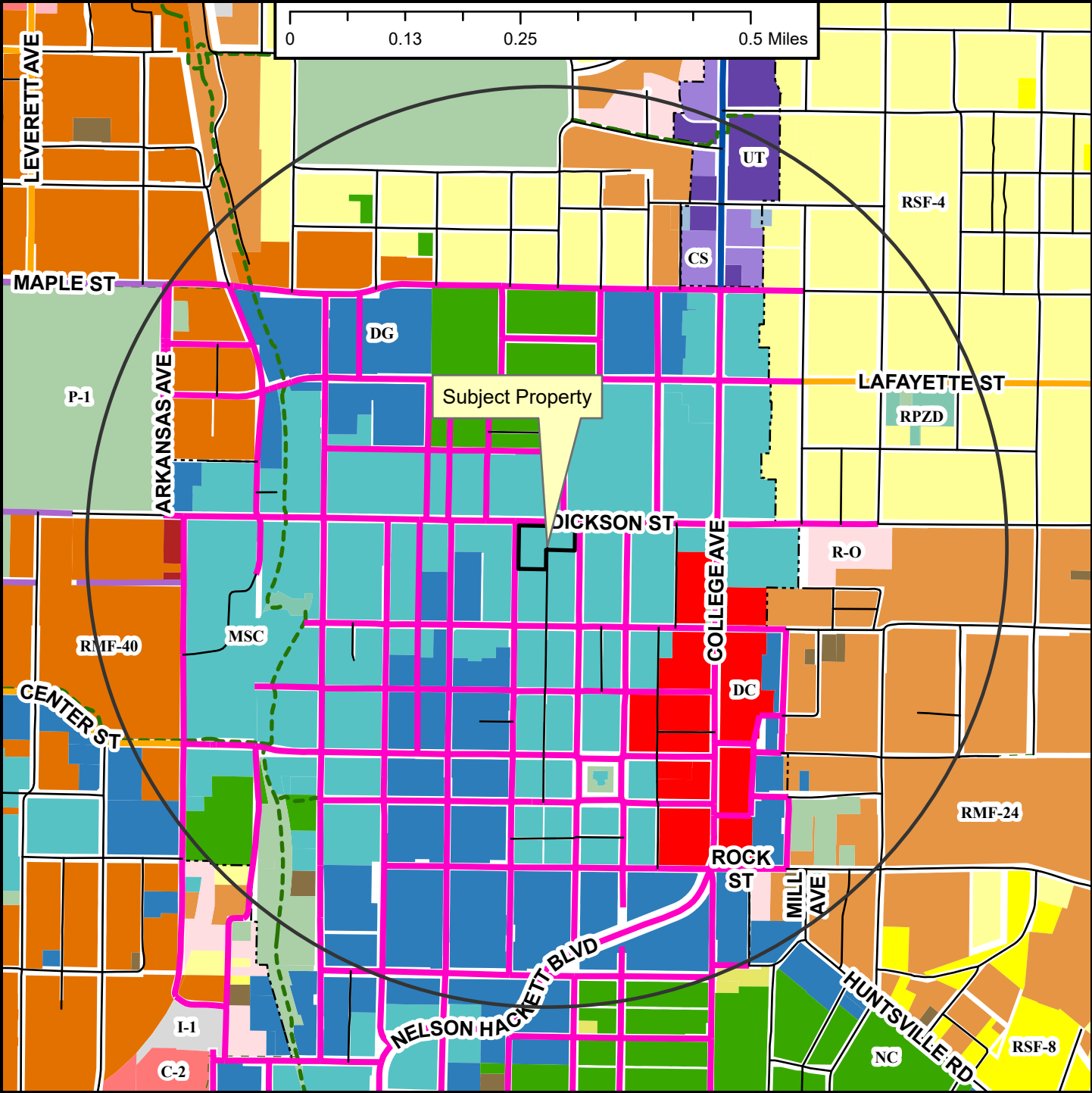
Are you kidding me!? So again because some rich people say literally the same thing we did, you actually give a fuck? This is absolutely asinine. This is the greediest, hypocrisy-filled city. Go back and listen to all of your thoughts and prayers you have when and ENTIRE NEIGHBORHOOD was being destroyed. The arguments against this apply tenfold to our situation. You're absolutely horrendous. Not to mention the fact your head commissioner just loves to make jokes about, and to people for giving a shit about their neighborhood. This literally just tears down a parking lot and some diamond business. You're horrible people who don't have a clue what you're doing and don't give a fuck about anything but optics and you should all quit. WTF is even the point anymore. Absolutely disgusting. Fuck this fucking city. YOU'RE ALLOWING HUNDREDS OF HOMES AND HOUSING TO BE DESTROYED BECAUSE SOME RICH DEVELOPERA SHOWED UP AND WENT DOOR-TO-DOOR HARASSING ELDERLY PEOPLE AND LIEING UNTIL THEY SOLD. THEN THEY ILLEGALLY DID A QUICKCLAI ME DEAD IN A HOUSE WITHOUT THE TITLE. GO TO FUCKING CHURCH OR SOMETHING. GODDAM ALL OF YOU.

LSD-2024-0038

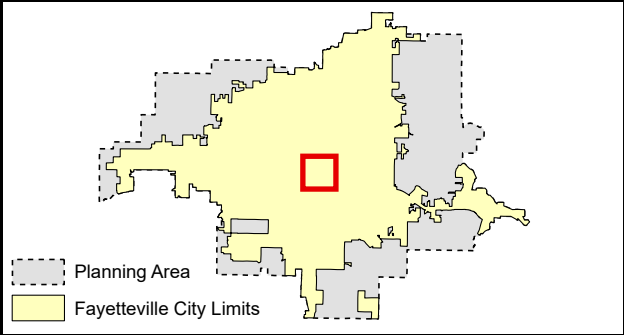
One Mile View

One Mile View

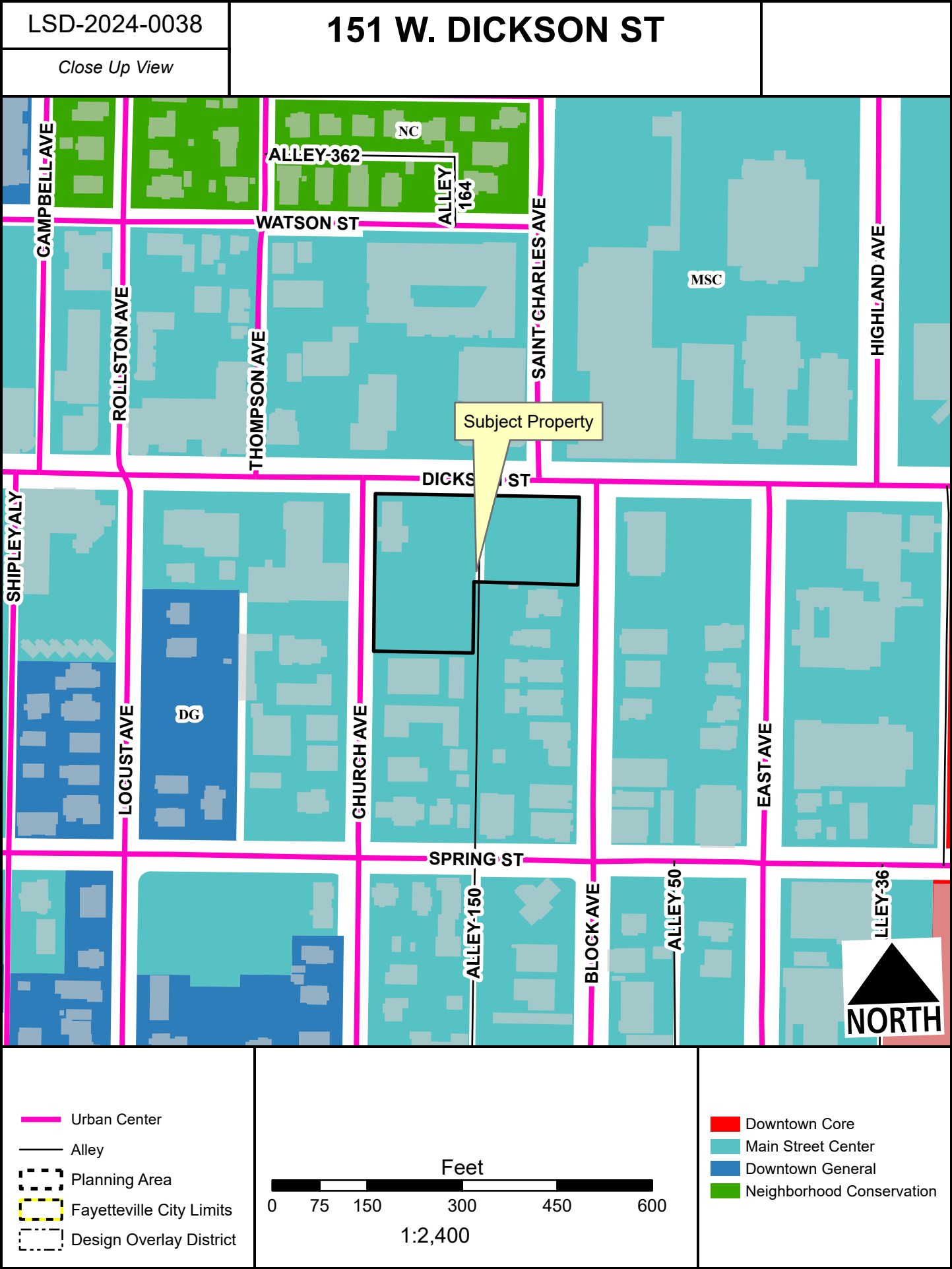
151 W. DICKSON ST



-
-  Neighborhood Link
 Institutional Master Plan
 Regional Link - High Activity
 Urban Center
 Unclassified
 Alley
 Residential Link
 Shared-Use Paved Trail
 Trail (Proposed)
 Design Overlay District
 Fayetteville City Limits
 Planning Area



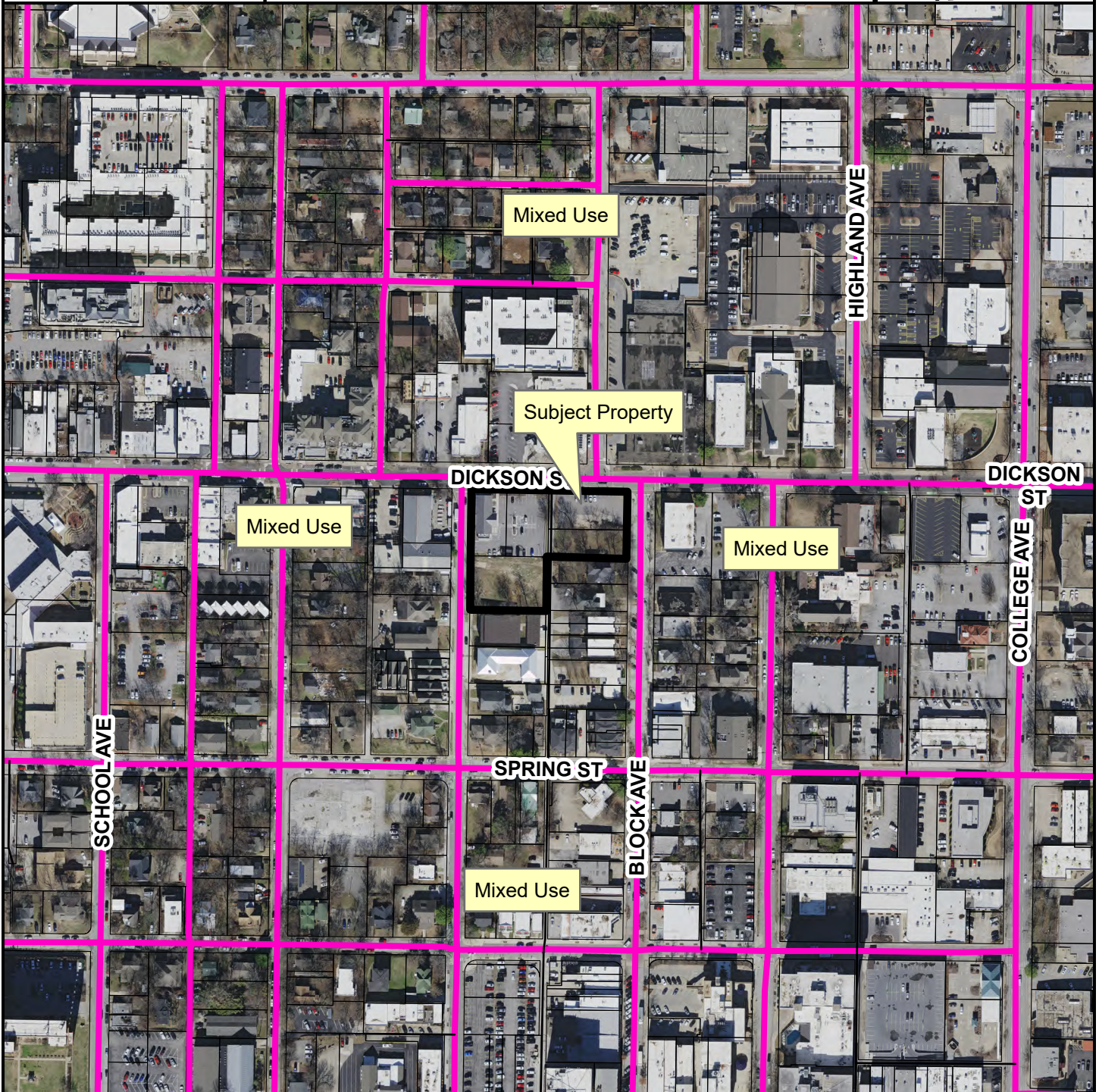
-
- Zoning**
- NS-G
 - RI-1J
 - RI-12
 - NS-L
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL SINGLE-FAMILY**
- RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
- RESIDENTIAL MULTI-FAMILY**
- COMMERCIAL**
- I-2 General Industrial
 - E-1
 - Commercial-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1
 - I-1 Heavy Commercial and Light Industrial



LSD-2024-0038

151 W. DICKSON ST

Current Land Use



- Urban Center
- Alley
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



FW: Police Incidents near 151 W. Dickson (LSD 2024-0038)

From Planning Shared <planning@fayetteville-ar.gov>

Date Mon 4/14/2025 2:50 PM

To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

 3 attachments (195 KB)

FOR PC_Police Calls .5 Miles_2023.pdf; FOR PC_Police Calls .5 Miles_2024.pdf; FOR PC_Police Calls .5 Miles_2022.pdf;

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



From: Dede Peters <dedepictures.4@gmail.com>

Sent: Monday, April 14, 2025 2:49 PM

To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Garlock, Jimm <jimm.garlock@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>

Cc: CityClerk <cityclerk@fayetteville-ar.gov>

Subject: Police Incidents near 151 W. Dickson (LSD 2024-0038)

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

This email message provides documents for OPPOSITION to LSD 2024-0038 at 151 W. Dickson Street and Block Avenue.

At the February 24 Planning Commission meeting, several planning commissioners expressed the desire for additional traffic and safety information in the area around 151 W. Dickson Street. Planning staff did request feedback from Fayetteville Police Captain Michele Miller who commented about the traffic study inaccuracies and

also stated: *Due to the increase in population and traffic in the area, the police department is likely to receive more complaints and calls for service in the area.*

Commissioner Garlock requested a “heat map” from the police department. To my knowledge that document was not created.

I requested “Police calls, incidents, self-initiated stops, etc. within 1/2 mile of 151 W. Dickson Street from Jan 1, 2022 - Dec 31, 2024.” The simplified data results are as follows and PDFs of each year are attached that show the tabulations of incident types.

Year	Total Incidents	Traffic Incidents	Other Incidents
2022	5742	1415	4327
2023	5235	1425	3810
2024	6297	1305	4992

Note: The Police Department headquarters moved from Rock Street to Stephen Carr Blvd. in 2023. The FOIA raw data can be found via this link <http://bit.ly/42HMrvE>.

I’m writing to OPPOSE approval of LSD 2024-0038 for the reason of
(iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern. UDC 166.02 (C)(2)(A)(iv)

Additionally, the development goes AGAINST several of Urban Residential Design Standards (166.23):

- IT DOES NOT *protect and enhance Fayetteville's appearance, identity, and natural and economic vitality. IT DOES NOT create appealing street scenes so that development enhances the image of the city and provides safe, pedestrian-friendly neighborhood environments.*
- IT DOES NOT *minimize service and parking impacts in order to preserve surrounding property values and scenic resources that contribute to the city's economic development.*
- IT DOES NOT *compose attractive residential facades that enhance the economic viability of and provide compatibility with surrounding property.*

Thank you,
Dede Peters
Ward 2 Resident

2022 General Non Traffic Incident Type	# Incident Count		2022 Traffic Incident Type	# Incident Count
SI EXTRA PATROL	658		TRAFFIC STOP	773
DISTURBANCE	384		CODE 6	122
SI CHECKING PERSON	309		TRAFFIC HAZARD	94
ALARM	248		PARKING PROBLEM	89
INTOXICATED PERSON	198		ACCIDENT HIT AND RUN	75
WELFARE CONCERN	189		INTOXICATED DRIVER	53
ASSIST CITIZEN	166		CODE 7	48
TRESPASSING	166		TRAF COMPL	41
911 HANGUP	161		ABANDONED VEH	40
THEFT	153		SI MOTORIST ASSIST	24
SI CHECKING VEHICLE	149		CODE 9	21
ESCORT	116		SI ROADWAY HAZARD	13
SI FOLLOW UP	109		TRAFFIC LIGHT MALFUNCTION	10
EXTRA PATROL	87		CODE 8	7
ASSIST AGENCY	85		TRAFFIC CONTROL	3
MENTAL HEALTH CRISIS	74		SI PARKING PROBLEM	2
SUSPICIOUS ACTIVITY	71		Total Incidents	1415
FOUND PROPERTY	68			
NOISE	68		TOTAL INCIDENTS, BOTH CATEGORIES	5742
HARASSMENT	68			
FRAUD	65			
CRIMINAL MISCHIEF	58			
ASSAULT BATTERY	58			
INFORMATIONAL	57			
LOST PROPERTY	54			
BREAKING AND ENTERING	49		Code 6 - accident no road blockage / no injury	
911 OPEN LINE	44		Code 7 - accident road blockage / no injury	
BURGLARY	43		Code 8 - accident no road blockage / injury	
FOLLOW UP	42		Code 9 - accident road blockage / injury	
STOLEN VEHICLE	39			
ACCIDENT	36			
THREAT	33			
LOITERING	30			
SUICIDE THREAT	30			
DRUG	15			
ARMED PERSON	15			
CIVIL STANDBY	14			
INDECENT EXPOSURE	14			
LOUD PARTY	14			
MISSING PERSON	12			
SI ASSIST AGENCY	12			

2022 General Non Traffic Incident Type	# Incident Count		2022 Traffic Incident Type	# Incident Count
SHOPLIFTER	6			
COMMUNITY OUTREACH	6			
SHOTS HEARD	6			
FIREWORKS	5			
RECOVERY REPORT	5			
DEATH	5			
ANNOYANCE	5			
UNLOCK	4			
ROBBERY	3			
SEX OFFENSE	3			
ABDUCTION FAMILY	3			
DUMPING LITTERING	2			
SHOOTING	2			
PROWLER	2			
STABBING	2			
SI PURSUIT	1			
INTERNET CRIMES	1			
HOSPICE DEATH	1			
ABDUCTION NON FAMILY	1			
EMERGENCY MESSAGE	1			
FD ALARM	1			
PROSTITUTION	1			
Total Incidents	4327			

2023 General Non Traffic Incident Type	# Incident Count	2023 Traffic Incident Type	# Incident Count
SI EXTRA PATROL	677	TRAFFIC STOP	670
DISTURBANCE	334	CODE 6	143
SI CHECKING PERSON	292	SI CHECKING VEHICLE	137
ALARM	187	PARKING PROBLEM	80
TRESPASSING	182	ACCIDENT HIT AND RUN	74
WELFARE CONCERN	176	ACCIDENT	63
911 HANGUP	172	TRAFFIC HAZARD	51
ASSIST CITIZEN	162	INTOXICATED DRIVER	44
SI FOLLOW UP	118	TRAF COMPL	38
INTOXICATED PERSON	114	ABANDONED VEH	35
THEFT	101	CODE 7	24
ASSIST AGENCY	97	CODE 9	14
EXTRA PATROL	93	CODE 8	14
BREAKING AND ENTERING	75	SI MOTORIST ASSIST	11
MENTAL HEALTH CRISIS	73	SI ROADWAY HAZARD	10
FOUND PROPERTY	70	TRAFFIC LIGHT MALFUNCTION	9
NOISE	69	TRAFFIC CONTROL	4
CRIMINAL MISCHIEF	60	SI PARKING PROBLEM	2
LOST PROPERTY	58	SI PURSUIT	1
SUSPICIOUS ACTIVITY	54	SI TRAFFIC CONTROL	1
HARASSMENT	51	Total Incidents	1425
ASSAULT BATTERY	50		
ESCORT	49	TOTAL INCIDENTS, BOTH CATEGORIES	5235
FOLLOW UP	43		
LOITERING	40		
BURGLARY	38		
911 OPEN LINE	37		
THREAT	35		
SUICIDE THREAT	33		
SPECIAL ASSIGNMENT	32	Code 6 - accident no road blockage / no injury	
STOLEN VEHICLE	32	Code 7 - accident road blockage / no injury	
FRAUD	31	Code 8 - accident no road blockage / injury	
ARMED PERSON	18	Code 9 - accident road blockage / injury	
SI WARRANT	17		
INDECENT EXPOSURE	15		
DRUG	14		
CIVIL STANDBY	11		

2023 General Non Traffic Incident Type	# Incident Count		2023 Traffic Incident Type	# Incident Count
MISSING PERSON	11			
SHOTS HEARD	9			
ANNOYANCE	9			
OVERDOSE	9			
LOUD PARTY	8			
SI ASSIST AGENCY	8			
SHOOTING	6			
DEATH	6			
RECOVERY REPORT	4			
ABDUCTION FAMILY	4			
PROWLER	3			
SI SCHOOL ZONE	3			
SHOPLIFTER	3			
SEX OFFENSE	3			
ROBBERY	2			
COMMUNITY OUTREACH	2			
FOUND PERSON	2			
UNLOCK	2			
SI EMERG BUTTON	1			
FALSE IMPRISONMENT	1			
FIREWORKS	1			
BOMB	1			
INTERNET CRIMES	1			
SI RESD CHECK	1			
Total Incidents	3810			

2024 General Non Traffic Inc	#	Incident Count	2024 Traffic Incident Type	#	Incident Count
SI EXTRA PATROL		960	TRAFFIC STOP		767
SI CHECKING PERSON		640	CODE 6 (No Block / No Injury)		131
DISTURBANCE		384	ACCIDENT HIT AND RUN		80
SI CHECKING VEHICLE		373	PARKING PROBLEM		80
ALARM		281	TRAFFIC HAZARD		61
ASSIST CITIZEN		235	TRAF COMPL		48
TRESPASSING		191	ACCIDENT		46
WELFARE CONCERN		176	CODE 7 (Road Block / No injury		32
SI FOLLOW UP		165	SI MOTORIST ASSIST		20
911 HANGUP		131	CODE 9 (Road block / Injury)		12
INTOXICATED PERSON		130	CODE 8 (No Block / Injury)		8
THEFT		102	SI PARKING PROBLEM		6
NOISE		96	TRAFFIC CONTROL		6
EXTRA PATROL		89	SI ROADWAY HAZARD		5
ASSIST AGENCY		83	SI TRAFFIC CONTROL		2
MENTAL HEALTH CRISIS		82	TRAFFIC LIGHT MALFUNCTION		1
FOUND PROPERTY		77	Total Incidents		1305
HARASSMENT		60			
CRIMINAL MISCHIEF		58	TOTAL INCIDENTS, BOTH CATEGORIES		6297
ASSAULT BATTERY		52			
INTOXICATED DRIVER		51			
SUSPICIOUS ACTIVITY		50			
BREAKING AND ENTERING		44			
LOST PROPERTY		42	Code 6 - accident no road blockage / no injury		
ESCORT		36	Code 7 - accident road blockage / no injury		
BURGLARY		34	Code 8 - accident no road blockage / injury		
FOLLOW UP		33	Code 9 - accident road blockage / injury		
LOITERING		29			
THREAT		28			
SUICIDE THREAT		28			
STOLEN VEHICLE		27			
911 OPEN LINE		21			

2024 General Non Traffic Inc	#	Incident Count		2024 Traffic Incident Type	#	Incident Count
ABANDONED VEH		20				
FRAUD		19				
LOUD PARTY		17				
INDECENT EXPOSURE		16				
SI WARRANT		14				
ANNOYANCE		12				
TRANSPORT		10				
ARMED PERSON		10				
DRUG		9				
SHOTS HEARD		9				
OVERDOSE		8				
MISSING PERSON		8				
DEATH		7				
SEX OFFENSE		7				
CIVIL STANDBY		6				
FIREWORKS		6				
ROBBERY		5				
SI RESD CHECK		4				
STABBING		2				
SI EMERG BUTTON		2				
RECOVERY REPORT		2				
UNLOCK		2				
COMMUNITY OUTREACH		2				
DUMPING LITTERING		1				
INTERNET CRIMES		1				
SHOOTING		1				
PROSTITUTION		1				
PROWLER		1				
ABDUCTION NON FAMILY		1				
SHOPLIFTER		1				
Total Incidents		4992				



FW: Dickson St development,

From Planning Shared <planning@fayetteville-ar.gov>

Date Tue 4/15/2025 8:19 AM

To Harrison, Gretchen <gharrison@fayetteville-ar.gov>

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

-----Original Message-----

From: Catherine Corley <catherine@catherinecorley.com>

Sent: Tuesday, April 15, 2025 5:51 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Cc: Bill Corley <bill@williamcorley.com>

Subject: Dickson St development,

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

I'm a downtown resident that spoke last night. As I've reflected on the meeting I had a couple more questions:

1) was the traffic study based on the actual number of tenants (700+) or the original minimum parking spaces (610) or the waiver after waiver reductions to appx 200? If based on the latter, it would be unrealistic. Students today bring their cars to school. Especially those from Texas.

2) Since the code did not contemplate student housing, why can't the project be rejected based on that or why can't the planning commission change the code?

This project will be a lasting blight on our downtown. It should be rejected. Even if the city gets sued, so be it. It will be an expensive lesson. The planning commission and city have a responsibility to the citizens of Fayetteville. This project is not in our best interest.

Sincerely,
Catherine Corley

4/15/25, 8:32 AM

Mail - Harrison, Gretchen - Outlook

80 W Lafayette St
Fayetteville

Sent from my iPad

151 W Dickson Street Development Traffic Study Concerns (LSD-2024-0038)

1. This updated study didn't take into consideration the unique setup of Block Street's "backing-only" parking spots. These spots take longer to back into and thus will create more than normal congestion. The benefit of pulling out of the spot doesn't offset the entering process because the driver always waits for clear traffic before exiting the spot. That luxury doesn't exist when entering the parking space.
2. The Thursday that this parking study was based on doesn't reflect the peak traffic volumes of this area. There was no Thursday farmers market that day (off season), but beyond that discrepancy it's the "event traffic" that makes this space a challenge. Saturday Farmers Market, university sporting event days, Walton Arts Center events, parades, and all other festivals centered around downtown.
3. They have made little to no provisions for students moving in and out except for the mention of a six foot loading lane / furniture bump out on Dickson. A six foot width is insufficient width to accommodate standard commercial vehicles. Furthermore, the proposed location for the loading zone is wholly within the St. Charles - Dickson - Bock intersection which is problematic for several reasons, 1) this adds congestion to the intersection which cannot be captured by trip generation forecasts, 2) this is an unsafe location and will be a distraction and likely cause for increased MVAs, 3, the proposed location will cause visibility issues with the pedestrian crosswalk across Dickson St. A dedicated pedestrian phase was not considered but warranted to ensure a safe intersection.
4. They have made no provisions or requirements for deliveries (Facility, USPS, UPS, FedEx, Amazon, Walmart)
5. They have made no provisions for Pickup and dropoff for Guests or Uber or Lyft or Grubhub or Doordash etc
6. The traffic distributions that were approved on March 11 seem a little off to me which can have an influence on the traffic study overall

7. There are no provisions for reserved future tenant lease parking. These spaces must not be allocated to adjacent on street parking requirements. They should provide one or two spaces for this purpose.
8. There are no provisions for onsite parking for building manager or maintenance personnel or leasing office personnel. There must be reserved spaces onsite for these persons, not offsite.
9. The inbound traffic into the onsite garage must be free-flowing and not restricted by parking gate arms or key card readers to prevent backup onto Block St. This must be part of the Conditions of Approval so that it cannot be changed or forgotten.
10. There are only 20 residential permits available for new developments in the South zone of the entertainment district
11. Traffic generation for mixed use retail and residential use would generate more trips than what just the Off-Campus Mid Rise Usage shows.
12. The proposed on-street parallel parking on Block St. is too close to Dickson St. and the proposed entrance to the facility. This space should instead be used for a loading zone to address issues 1, 2, & 3 above
13. My recommendation is for increased ROW dedication on Church Avenue to address issues 1, 2, & 3
14. Transformers on Block need screened or relocated to alley or Church
15. Finally, the retail space was NOT accounted for in the trip generation calculations. The report states that deductions were not made for the existing parking lot and jewelry store, but not accounting for the new many and varying retail spaces is not correct. The new retail spaces cannot be equated to the previous retail use.

William Dietrich

208 N Church Ave



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Council Member Sarah Moore

SUBJECT: **Establish Regulations for Private Dormitories as a New Conditional Use**

RECOMMENDATION:

Council Member Moore is sponsoring an ordinance that will create a new use unit for private dormitories and establish regulations for private dormitories as a conditional use in certain zoning districts.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request - Council Member Moore - Private Dormitories CUP (#3), Private Dormitories Exhibit A - Clean (#4), Private Dormitories Exhibit B - Strikethrough (#5)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-628

PRIVATE DORMITORIES - NEW CONDITIONAL USE (AMENDMENT):

AN ORDINANCE TO AMEND § 151.01 DEFINITIONS, CHAPTER 161 ZONING REGULATIONS, § 162.01 ESTABLISHMENT/LISTING, § 164.11 HEIGHT OR SETBACK REGULATIONS; EXCEPTIONS AND HOME PROTECTION REQUIREMENTS; AND § 172.05 STANDARDS FOR THE NUMBER OF SPACES BY USE OF THE UNIFIED DEVELOPMENT CODE, AND TO ENACT § 163.19 PRIVATE DORMITORIES TO ESTABLISH REGULATIONS FOR PRIVATE DORMITORIES AS A NEW CONDITIONAL USE, AND TO DECLARE AN EMERGENCY

WHEREAS, on April 2, 2024, the City Council unanimously adopted Resolution 117-24 to declare a housing crisis, and stated our desire for “a full range of housing stock in a variety of forms and price points”; and

WHEREAS, the City Council has budgeted \$650,000 for the creation of a new Downtown Master Plan to update the design goals and long-term infrastructure needs in the heart of the City that will be completed this year; and

WHEREAS, City Plan 2040 adopted goals of appropriate infill and revitalization, a livable transportation network, and opportunities for attainable housing and use conditions are an effective way to align development outcomes with those stated goals; and

WHEREAS, the redevelopment of existing neighborhoods may result in the loss of affordable housing and/or the displacement of residents; and

WHEREAS, the private market has been providing off-campus housing for students enrolled at the University of Arkansas since the university’s establishment in 1871; and

WHEREAS, the University of Arkansas has increased enrollment from 17,269 students in fall 2004 to 33,610 students in fall 2024 while providing approximately 6,200 beds on campus; and

WHEREAS, large apartment buildings designed as private dormitories and marketed to student occupants have become the private market response to the demand for additional student housing, and that demand is expected to increase as student enrollment increases, thus initiating a definition for this new housing type in the city with associated zoning and development requirements.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 151.01 **Definitions** by amending the current definition of dormitory and enacting a new definition of private dormitory as follows:

“Dormitory, Institutional (zoning). A building or group of buildings designed or altered for the purpose of accommodating students or members of religious orders with sleeping quarters, with or without communal kitchen facilities, and administered by educational or religious institutions.

“Dormitory, Private (zoning). A building or group of buildings not located on an academic or religious campus that provides housing for students of those institutions. Units generally consist of suites with shared living and cooking areas and three or more private bedrooms, each with its own bathroom. Private dormitories shall be treated as multi-family for the purpose of zoning and development regulations where it is not separately identified.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the following sections in Chapter 161 **Zoning Regulations** by inserting **Use Unit 48 - Private Dormitories** as a conditional use in subsection (B)(2) for the following zoning districts:

- 161.12 District RI-U, Residential Intermediate-Urban
- 161.13 District RMF-6, Residential Multi-Family – Six (6) Units Per Acre
- 161.14 District RMF-12, Residential Multi-Family – Twelve (12) Units Per Acre
- 161.15 District RMF-18, Residential Multi-Family – Eighteen (18) Units Per Acre
- 161.16 District RMF-24, Residential Multi-Family – Twenty-Four (24) Units Per Acre
- 161.17 District RMF-40, Residential Multi-Family – Forty (40) Units Per Acre
- 161.18 NS-L, Neighborhood Services – Limited
- 161.19 NS-G, Neighborhood Services – General
- 161.20 District R-O, Residential Office
- 161.22 Community Services
- 161.24 Urban Thoroughfare
- 161.25 District C-3, Central Commercial
- 161.26 Downtown Core
- 161.27 Main Street/Center
- 161.28 Downtown General
- 161.32 District P-1, Institutional
- 161.36 Urban Corridor
- 161.37 Urban Neighborhood

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends § 162.01 Establishment/Listing by: 1) adding Unit 48 – Private Dormitories to the introductory table; 2) changing Dormitory under subsection (D) Unit 4 to “Institutional Dormitory”; 3) striking Dormitory under subsection (AA) Unit 26. Multi-Family Dwellings; and 4) enacting a new subsection (WW) for private dormitories as follows:

“(WW) *Unit 48. Private dormitories.*

(1) *Description.* Unit 48 consists of uses related to facilities constructed for the purpose of housing students.

(2) *Included Uses.*

Private dormitories

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 163.19 **Private Dormitories** as follows:

“163.19 Private Dormitories

Private Dormitories. Private Dormitories may be allowed as a conditional use where they are permitted subject to the following conditions:

(A) *Subject to Residential Parking Standards.* Dormitories shall be subject to Section 172 – Parking and Loading and shall be subject to residential parking requirements.

(B) *High Quality Exterior Building Materials.* Dormitories shall be required to be constructed of high-quality exterior building materials including but not limited to brick, stone, stucco, painted fiber cement, or metal.

(C) *Neighborhood Compatibility.* General compatibility with adjacent properties and surrounding neighborhood will be measured by analyzing surrounding land uses, scale, neighborhood character, and concentration of other student-oriented developments. The ground level street frontage may be required to be designed for active ground floor uses that are not residential, such as civic, retail, restaurant, or working spaces.

(D) *Traffic and Infrastructure Impacts.* The project developer shall provide a traffic and infrastructure impact assessment and management plan that demonstrates the project will not unreasonably burden street or transit networks and that the existing street, sidewalk, bike, and bus infrastructure is sufficient to support the proposed bedroom density per acre. If existing infrastructure is insufficient, the developer shall include in its plans such improvements as are required to provide a sufficient level of service.

(E) *Displacement Mitigation.* If the proposed project would result in the demolition, conversion, or redevelopment of existing residential units, the applicant must submit a Displacement Mitigation Plan. This plan shall:

(1) Describe the outreach strategy and relocation assistance offered to those tenants, including coordination with local housing services or nonprofits.

(2) Disclose any modifications to leasing terms, or the anticipated activation of any early termination clauses.

(3) Provide a plan for on-site replacement of displaced units — to the extent feasible —with housing of comparable bedroom count, unit size, and affordability.”

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends § 164.11 **Height or Setback Regulations; Exceptions and Home Protection Requirements** by inserting “private dormitory” in the first sentence of subsection (C) following “new multifamily.”

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends § 172.04 **Standards for the Number of Spaces by Use** by changing “College dormitory” to “Institutional dormitory” in Table 3, Public and Institutional Uses.

Section 7: Emergency Clause: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because the University of Arkansas has increased enrollment from 17,269 students in fall 2004 to 33,610 students in fall 2024 while providing only approximately 6,200 beds on campus. As a result, large apartment buildings designed as private dormitories marketed to student occupants have become the private market response to the demand for additional student housing, the demand for which is expected to increase as student enrollment increases, which has created a need to define this new housing type in the city with associated zoning and development requirements. Furthermore, the redevelopment of existing neighborhoods may result in the loss of affordable housing and the displacement of current residents. Therefore, passage of this ordinance is necessary for the public peace as well as the health and safety of Fayetteville residents and the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

AGENDA REQUEST FORM

FOR: Council Meeting of May 20, 2025

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 151.01 **DEFINITIONS**, CHAPTER 161 **ZONING REGULATIONS**, § 162.01 **ESTABLISHMENT/LISTING**, § 164.11 **HEIGHT OR SETBACK REGULATIONS; EXCEPTIONS AND HOME PROTECTION REQUIREMENTS**; AND § 172.05 **STANDARDS FOR THE NUMBER OF SPACES BY USE OF THE UNIFIED DEVELOPMENT CODE**, AND TO ENACT § 163.19 **PRIVATE DORMITORIES** TO ESTABLISH REGULATIONS FOR PRIVATE DORMITORIES AS A NEW CONDITIONAL USE, AND TO DECLARE AN EMERGENCY

APPROVED FOR AGENDA:

Approved by email
Council Member Sarah Moore

5/8/25

Date

Blake Pennington
Blake Pennington
Approved as to form

5/8/25

Date

Molly Rawn
Mayor Molly Rawn
Acknowledgement

5-8-25

Date

151.01 Definitions

Dormitory, Institutional (zoning). A building or group of buildings designed or altered for the purpose of accommodating students or members of religious orders with sleeping quarters, with or without communal kitchen facilities, and administered by educational or religious institutions.

Dormitory, Private (Zoning). A building or group of buildings not located on an academic or religious campus that provides housing for students of those institutions. Units generally consist of suites with shared living and cooking areas and three or more private bedrooms, each with its own bathroom. Private dormitories shall be treated as multi-family for the purpose of zoning and development regulations where it is not separately identified.

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.13 District RMF-6, Residential Multi-Family—Six (6) Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	6 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	50 feet
Two (2) family	50 feet
Three (3) family or more	90 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	7,000 square feet
Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	25 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.14 District RMF-12, Residential Multi-Family - Twelve (12) Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single family	45 feet
Two (2) family	45 feet
Three (3) family or more	80 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,500 square feet
Two (2) family	6,000 square feet
Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) Land Area Per Dwelling Unit.

Manufactured home	3,000 square feet
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(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) Building area. The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Minimum buildable street frontage. 50% of the lot width.

161.15 District RMF-18, Residential Multi-Family — Eighteen (18) Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	40 feet
Two (2) family	40 feet
Three (3) family or more	75 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
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Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,000 square feet
Two (2) family	5,000 square feet
Three (3) family or more	7,500 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
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Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Forty (40) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
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Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.18 NS-L, Neighborhood Services - Limited

(A) *Purpose.* The NS-L Neighborhood Services - Limited district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Ten (10) or less
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(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family or more	35 feet

All other uses	None
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(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.20 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet
Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet
One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet
Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line
Side	5 feet
Side-zero lot line*	A setback of less than 5 feet (zero lot line) is permitted on one (1) interior side, provided a maintenance agreement is

	filed.** The remaining side setback(s) shall be 10 feet
Rear	None
Rear when contiguous to a single family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Urban form minimum buildable street frontage: 50% of the lot width.

161.22 Community Services

- (A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.
- (B) *Uses.*
- (1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 48	Private dormitories

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

- (2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 40	Sidewalk cafes
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 48	Private dormitories

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Minimum buildable street frontage.* 50% of the lot width.

161.25 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

	Central Business District	Shopping Center
Front	5 feet	25 feet

Front, if parking is allowed between the right-of-way and the building	50 feet	50 feet
Side	None	None
Side, when contiguous to a residential district	10 feet	25 feet
Rear, without easement or alley	15 feet	25 feet
Rear, from center line of a public alley	10 feet	10 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(G) Urban form minimum buildable street frontage: 80% of the lot width.

161.26 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 80% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/14 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of fourteen (14) stories.

161.27 Main Street/Center

- (A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.
- (B) *Uses.*
- (1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

- (2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories
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161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by public and religious institutions. Larger facilities and institutions may still use historical setback regulations, but public and religious institutions may also choose to use urban form with build-to zones and minimum buildable street frontage allowing administrative approval.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 12b	General business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations

Front	A build-to-zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side and rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of the above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-Storage Units
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development

Unit 48	Private dormitories
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(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.* None.

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	8 stories
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161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Transportation Trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 37	Manufactured homes
Unit 38	Mini-storage units
Unit 39	Auto salvage and junk yards

Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 48	Private Dormitories

(D) *Unit 4. Cultural and Recreational Facilities.*

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included Uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Institutional Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	• Elementary
	• Junior High
	• Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

(AA) *Unit 26. Multi-Family Dwellings.*

(1) *Description.* Unit 26 is provided in order that multi-family dwellings and more than four (4) attached units may be located in appropriate residential areas.

(2) *Included Uses.*

Apartments
Convalescent home
Fraternity/Sorority houses
Multi-family attached dwellings
Rooming/boarding house
Townhouse, more than four (4) attached units

(WW) *Unit 48. Private dormitories.*

(1) *Description.* Unit 48 consists of uses related to facilities constructed for the purpose of housing students.

(2) *Included Uses.*

Private dormitories

163.19 Private Dormitories

Private Dormitories. Private Dormitories may be allowed as a conditional use where they are permitted subject to the following conditions:

- (A) *Subject to Residential Parking Standards.* Dormitories shall be subject to Section 172 – Parking and Loading and shall be subject to residential parking requirements.
- (B) *High Quality Exterior Building Materials.* Dormitories shall be required to be constructed of high-quality exterior building materials including but not limited to brick, stone, stucco, painted fiber cement, or metal.
- (C) *Neighborhood Compatibility.* General compatibility with adjacent properties and surrounding neighborhood will be measured by analyzing surrounding land uses, scale, neighborhood character, and concentration of other student-oriented developments. The ground level street frontage may be required to be designed for active ground floor uses that are not residential, such as civic, retail, restaurant, or working spaces.
- (D) *Traffic and Infrastructure Impacts.* The project developer shall provide a traffic and infrastructure impact assessment and management plan that demonstrates the project will not unreasonably burden street or transit networks and that the existing street, sidewalk, bike, and bus infrastructure is sufficient to support the proposed bedroom density per acre. If existing infrastructure is insufficient, the developer shall include in its plans such improvements as are required to provide a sufficient level of service.
- (E) *Displacement Mitigation.* If the proposed project would result in the demolition, conversion, or redevelopment of existing residential units, the applicant must submit a Displacement Mitigation Plan. This plan shall:
 - (1) Describe the outreach strategy and relocation assistance offered to those tenants, including coordination with local housing services or nonprofits.
 - (2) Disclose any modifications to leasing terms, or the anticipated activation of any early termination clauses.
 - (3) Provide a plan for on-site replacement of displaced units — to the extent feasible —with housing of comparable bedroom count, unit size, and affordability.

164.11 Height Or Setback Regulations; Exceptions And Home Protection Requirements

- (A) *Side Setbacks-Detached Single-family Units.* In RI and all multi-family zoning districts that permit detached single-family units, side setbacks may be varied to permit zero lot line development patterns, subject to all applicable building and fire codes and the following standards.
- (1) The zero lot line allowance only applies to detached single-family homes.
 - (2) The side setback opposite of the zero lot line shall be at least 10 feet.
 - (3) At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.
- (B) *Side Setbacks-Attached Townhouse Units.* In zoning districts that permit two, three or other multi-family residential uses, side setbacks may be varied to permit common walls between single family attached/townhouse dwellings, subject to all applicable building and fire codes and the following standards:
- (1) The total number of dwelling units on the lot, prior to being subdivided into single family attached/townhouse lots, shall conform to the minimum bulk and area requirements of the underlying zoning district.
 - (2) The townhouse development shall conform to the zoning district density, exterior setback requirements, height regulations and all other applicable city ordinances.
 - (3) There shall be a minimum lot width of 18 feet for each dwelling unit.
 - (4) There shall be no minimum lot area requirement unless otherwise specified by the underlying zoning district.
- (C) *Home Protection Requirements.* Regardless of any other setback or build-to zone regulations, new multifamily, private dormitory, commercial, office, parking deck, or mixed use construction exceeding 24 feet in height which adjoins or abuts a single family home being used primarily as a single family residence within the Downtown General or Main Street Center Zoning Districts must at a minimum be set back from the side or rear adjoining property line at least 15 feet. The maximum height of the new building from the 15-foot setback shall be 36-feet for an additional 15-foot stepback from the residence's property line. These setback and stepback requirements are minimums so that, if larger setbacks or stepbacks are required by other zoning laws, the larger setback/stepbacks are controlling.
- (D) The height limitations contained in the Zoning Regulation, Chapter 161, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

172.05 Standards For The Number Of Spaces By Use

(A) *Required Parking.*

- (1) *Non-Residential Use.* There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.
- (2) *Residential.* The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.
 - (a) *Reductions for Residential Use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:
 - (i) *Transit Stops.* Properties located within a ¼ mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to 15%.
 - (ii) *Motorcycle and Scooter Spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one (1) motorcycle/scooter space for one (1) automobile space.
 - (iii) *Bike Racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one (1) automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
 - (iv) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.
- (3) *Maximum Number Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:
 - (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.
 - (b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

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- (i) Bioswales
 - (ii) Constructed wetlands
 - (iii) Pervious pavement
 - (iv) Other such techniques that aid in improving water quality and quantity as approved by the City Engineer
- (c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), 2-inch caliper tree for every ten (10) additional parking spaces is planted on-site in addition to all other landscaping requirements.
- (4) *Parking Ratio Calculation.* The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:
- (a) Rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (b) Rounded to the next lower whole number when the fraction is less than 0.5.
- (5) *On-Street Parking.* Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.
- (6) *Motorcycle and Scooter Parking.* One (1) Motorcycle and scooter parking. In parking lots containing twenty-five (25) parking spaces or more, one (1) space for every twenty-five (25) parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.
- (7) Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03

TABLE 3
PARKING RATIOS
(Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.

Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 sq. ft. of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses
Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
Institutional dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School—elementary and junior high	1 per employee plus 1 space per classroom

School—senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA

151.01 Definitions

Dormitory, Institutional (zoning). A building or group of buildings designed or altered for the purpose of accommodating students or members of religious orders with sleeping quarters, with or without communal kitchen facilities, and administered by educational or religious institutions.

Dormitory, Private (Zoning). A building or group of buildings not located on an academic or religious campus that provides housing for students of those institutions. Units generally consist of suites with shared living and cooking areas and three or more private bedrooms, each with its own bathroom. Private dormitories shall be treated as multi-family for the purpose of zoning and development regulations where it is not separately identified.

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.13 District RMF-6, Residential Multi-Family—Six (6) Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	6 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	50 feet
Two (2) family	50 feet
Three (3) family or more	90 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	7,000 square feet
Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	25 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.14 District RMF-12, Residential Multi-Family - Twelve (12) Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single family	45 feet
Two (2) family	45 feet
Three (3) family or more	80 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,500 square feet
Two (2) family	6,000 square feet
Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) Land Area Per Dwelling Unit.

Manufactured home	3,000 square feet
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(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) Building area. The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Minimum buildable street frontage. 50% of the lot width.

161.15 District RMF-18, Residential Multi-Family — Eighteen (18) Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	40 feet
Two (2) family	40 feet
Three (3) family or more	75 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
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Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,000 square feet
Two (2) family	5,000 square feet
Three (3) family or more	7,500 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
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Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Forty (40) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
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Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.18 NS-L, Neighborhood Services - Limited

(A) *Purpose.* The NS-L Neighborhood Services - Limited district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Ten (10) or less
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(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family or more	35 feet

All other uses	None
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(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.20 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet
Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet
One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet
Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line
Side	5 feet
Side-zero lot line*	A setback of less than 5 feet (zero lot line) is permitted on one (1) interior side, provided a maintenance agreement is

	filed.** The remaining side setback(s) shall be 10 feet
Rear	None
Rear when contiguous to a single family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Urban form minimum buildable street frontage: 50% of the lot width.

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 48	Private dormitories

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 40	Sidewalk cafes
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 48	Private dormitories

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Minimum buildable street frontage.* 50% of the lot width.

161.25 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
<u>Unit 48</u>	<u>Private dormitories</u>

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

	Central Business District	Shopping Center
Front	5 feet	25 feet

Front, if parking is allowed between the right-of-way and the building	50 feet	50 feet
Side	None	None
Side, when contiguous to a residential district	10 feet	25 feet
Rear, without easement or alley	15 feet	25 feet
Rear, from center line of a public alley	10 feet	10 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(G) Urban form minimum buildable street frontage: 80% of the lot width.

161.26 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 80% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/14 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of fourteen (14) stories.

161.27 Main Street/Center

- (A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.
- (B) *Uses.*
- (1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

- (2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories
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161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by public and religious institutions. Larger facilities and institutions may still use historical setback regulations, but public and religious institutions may also choose to use urban form with build-to zones and minimum buildable street frontage allowing administrative approval.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 12b	General business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations

Front	A build-to-zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side and rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of the above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-Storage Units
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development

Unit 48	Private dormitories
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(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.* None.

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	8 stories
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161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Transportation Trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 37	Manufactured homes
Unit 38	Mini-storage units
Unit 39	Auto salvage and junk yards

Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 48	Private Dormitories

(D) *Unit 4. Cultural and Recreational Facilities.*

(1) *Description.* Unit 4 consists of cultural and recreational uses to serve the residents of the community.

(2) *Included Uses.*

Auditorium, stadium	
Art gallery, museum	
Cemetery	
Child care center, nursery school *	
Church	
College or university	
Community center	
Crematorium	
Institutional Dormitory	
Eldercare	
Hospital	
Mausoleum	
Playfield, playground	
Private club or lodge	
School:	• Elementary
	• Junior High
	• Senior High
Swimming pool	
Tennis court	
Theater (legitimate)	

(AA) *Unit 26. Multi-Family Dwellings.*

(1) *Description.* Unit 26 is provided in order that multi-family dwellings and more than four (4) attached units may be located in appropriate residential areas.

(2) *Included Uses.*

Apartments
Convalescent home
Dormitory
Fraternity/Sorority houses
Multi-family attached dwellings
Rooming/boarding house
Townhouse, more than four (4) attached units

(WW) Unit 48. Private dormitories.

(1) Description. Unit 48 consists of uses related to facilities constructed for the purpose of housing students.

(2) Included Uses.

<u>Private dormitories</u>

163.19 Private Dormitories

Private Dormitories. Private Dormitories may be allowed as a conditional use where they are permitted subject to the following conditions:

- (A) *Subject to Residential Parking Standards.* Dormitories shall be subject to Section 172 – Parking and Loading and shall be subject to residential parking requirements.
- (B) *High Quality Exterior Building Materials.* Dormitories shall be required to be constructed of high-quality exterior building materials including but not limited to brick, stone, stucco, painted fiber cement, or metal.
- (C) *Neighborhood Compatibility.* General compatibility with adjacent properties and surrounding neighborhood will be measured by analyzing surrounding land uses, scale, neighborhood character, and concentration of other student-oriented developments. The ground level street frontage may be required to be designed for active ground floor uses that are not residential, such as civic, retail, restaurant, or working spaces.
- (D) *Traffic and Infrastructure Impacts.* The project developer shall provide a traffic and infrastructure impact assessment and management plan that demonstrates the project will not unreasonably burden street or transit networks and that the existing street, sidewalk, bike, and bus infrastructure is sufficient to support the proposed bedroom density per acre. If existing infrastructure is insufficient, the developer shall include in its plans such improvements as are required to provide a sufficient level of service.
- (E) *Displacement Mitigation.* If the proposed project would result in the demolition, conversion, or redevelopment of existing residential units, the applicant must submit a Displacement Mitigation Plan. This plan shall:
 - (1) Describe the outreach strategy and relocation assistance offered to those tenants, including coordination with local housing services or nonprofits.
 - (2) Disclose any modifications to leasing terms, or the anticipated activation of any early termination clauses.
 - (3) Provide a plan for on-site replacement of displaced units — to the extent feasible — with housing of comparable bedroom count, unit size, and affordability.

164.11 Height Or Setback Regulations; Exceptions And Home Protection Requirements

- (A) *Side Setbacks-Detached Single-family Units.* In RI and all multi-family zoning districts that permit detached single-family units, side setbacks may be varied to permit zero lot line development patterns, subject to all applicable building and fire codes and the following standards.
- (1) The zero lot line allowance only applies to detached single-family homes.
 - (2) The side setback opposite of the zero lot line shall be at least 10 feet.
 - (3) At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.
- (B) *Side Setbacks-Attached Townhouse Units.* In zoning districts that permit two, three or other multi-family residential uses, side setbacks may be varied to permit common walls between single family attached/townhouse dwellings, subject to all applicable building and fire codes and the following standards:
- (1) The total number of dwelling units on the lot, prior to being subdivided into single family attached/townhouse lots, shall conform to the minimum bulk and area requirements of the underlying zoning district.
 - (2) The townhouse development shall conform to the zoning district density, exterior setback requirements, height regulations and all other applicable city ordinances.
 - (3) There shall be a minimum lot width of 18 feet for each dwelling unit.
 - (4) There shall be no minimum lot area requirement unless otherwise specified by the underlying zoning district.
- (C) *Home Protection Requirements.* Regardless of any other setback or build-to zone regulations, new multifamily, private dormitory, commercial, office, parking deck, or mixed use construction exceeding 24 feet in height which adjoins or abuts a single family home being used primarily as a single family residence within the Downtown General or Main Street Center Zoning Districts must at a minimum be set back from the side or rear adjoining property line at least 15 feet. The maximum height of the new building from the 15-foot setback shall be 36-feet for an additional 15-foot stepback from the residence's property line. These setback and stepback requirements are minimums so that, if larger setbacks or stepbacks are required by other zoning laws, the larger setback/stepbacks are controlling.
- (D) The height limitations contained in the Zoning Regulation, Chapter 161, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

172.05 Standards For The Number Of Spaces By Use

(A) *Required Parking.*

- (1) *Non-Residential Use.* There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.
- (2) *Residential.* The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.
 - (a) *Reductions for Residential Use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:
 - (i) *Transit Stops.* Properties located within a ¼ mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to 15%.
 - (ii) *Motorcycle and Scooter Spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one (1) motorcycle/scooter space for one (1) automobile space.
 - (iii) *Bike Racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one (1) automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
 - (iv) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.
- (3) *Maximum Number Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:
 - (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.
 - (b) Developments may increase the number of off-street parking spaces by an additional 10% when alternative stormwater treatment techniques are utilized, such as:

-
- (i) Bioswales
 - (ii) Constructed wetlands
 - (iii) Pervious pavement
 - (iv) Other such techniques that aid in improving water quality and quantity as approved by the City Engineer
- (c) Developments may increase the number of off-street parking spaces by an additional 5% when one (1), 2-inch caliper tree for every ten (10) additional parking spaces is planted on-site in addition to all other landscaping requirements.
- (4) *Parking Ratio Calculation.* The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:
- (a) Rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (b) Rounded to the next lower whole number when the fraction is less than 0.5.
- (5) *On-Street Parking.* Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.
- (6) *Motorcycle and Scooter Parking.* One (1) Motorcycle and scooter parking. In parking lots containing twenty-five (25) parking spaces or more, one (1) space for every twenty-five (25) parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.
- (7) Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03

TABLE 3
PARKING RATIOS
(Use/Required Spaces)

Residential

Single-family, duplex, triplex	2 per dwelling unit
Multi-family or townhouse	1 per bedroom

Commercial

Agricultural supply	1 per 500 sq. ft. of GFA
Amusement	1 per 200 sq. ft. of GFA
Auditorium	1 per 4 seats
Auto/motorcycle service stations	4 per each enclosed service bay
Bank	1 per 200 sq. ft. of GFA
Barber or beauty shop	2 per chair
Building/home improvement supply	1 per 500 sq. ft. of GFA
Coin-operated laundry	1 per 3 machines
Dry cleaning	1 per 300 sq. ft. of retail area and 1 per employee
Hotels and motels	1 per guest room, plus 75% of spaces required for accessory uses.

Furniture and carpet store	1 per 500 sq. ft. of GFA
Plant nursery	1 per 1,000 sq. ft of indoor/outdoor retail area
Restaurants	1 per 100 sq. ft. GFA plus 4 stacking spaces per drive-thru window.
Retail	1 per 250 sq. ft. of GFA
Retail fuel sales with convenience stores	1 per 250 sq. ft. of retail floor area. Owner may count spaces at pump islands as parking spaces.
Retail fuel sales only	1 per employee. Owner may count spaces at pump islands as parking spaces.

Office

Medical/Dental office	1 per 250 sq. ft. of GFA
Professional office	1 per 300 sq. ft. of GFA
Sales office	1 per 200 sq. ft. of GFA

Public and Institutional Uses Nonprofit Commercial

Art gallery, library, museum	1 per 1,000 sq. ft. of GFA
Auditorium	1 per 4 seats, provided only auditorium space is counted in determining parking
Child care center, nursery school	1 per employee plus on-site loading and unloading spaces at a rate of 1 per 10 children accommodated
Church/religious institution	1 per 4 seats in the main auditorium or 1 per 40 sq. ft. of assembly area, whichever provides more spaces
College auditorium	1 per 4 seats
College -Institutional dormitory	1 per sleeping room
College or university	1 per 500 sq. ft. of classroom area
Community center	1 per 250 sq. ft. of GFA
Cooperative housing	1 per 2 occupants
Convalescent home, assisted living, nursing home	1 per 2 beds
Detention home	1 per 1,500 sq. ft. of GFA
Elderly Housing	1 per 2 units
Funeral homes	1 per 4 seats in main chapel plus 1 per 2 employees plus 1 reserved for each vehicle used in connection with the business
Government facilities	1 per 500 square feet of floor area
Hospital	1 per bed
Convalescent home	1 per bed
School—elementary and junior high	1 per employee plus 1 space per classroom

School—senior high	1 per employee plus 1 per 3 students based on design capacity, or 1 per 6 seats in auditorium or other places of assembly, whichever is greater
Zoo	1 per 2,000 sq. ft. of land area
All other public and institutional uses (only auditorium space shall be counted for churches, auditoriums, or group occupancy space)	1 per 4 occupants

Manufacturing/Industrial

Manufacturing	1 per 1,200 sq. ft. of GFA or one per employee, whichever is greater
Heavy industrial	1 per 1,200 sq. ft. of GFA
Extractive uses	Adequate for all employees, trucks, and equipment

Recreational Uses

Amusement park, miniature golf	1 per 1,000 sq. ft. of site area
Bowling alley	6 per lane
Commercial recreation	1 per 200 sq. ft. of GFA
Commercial recreation-large sites	1 per 1,000 sq. ft. of site area
Dance hall, bar or tavern	1 per 50 sq. ft. of GFA, excluding kitchen
Golf course	3 per hole
Golf driving range	1 per tee box
Health club, gym	1 per 150 sq. ft. of GFA
Regional or community park	2 per acre of accessible active and passive space
Neighborhood park	None
Private club or lodge	1 per 500 sq. ft. of GFA or 1 per 3 occupants based on the current adopted Standard Building Code whichever is greater
Riding stable	1 per acre; not required to be paved
Tennis court	2 per court
Theater	1 per 4 seats
All other recreational uses	1 per 4 occupants

Warehousing and Wholesale

Warehousing	1 per 2,000 sq. ft. of GFA
Wholesale	1 per 1,000 sq. ft. of GFA
Center for collecting recycled materials	1 per 1,000 sq. ft. of GFA



MEETING OF MAY 13, 2025

TO: Mayor Rawn and City Council
THRU: Kit Williams, City Attorney
FROM: Kit Williams, City Attorney
SUBJECT: **§33.381 COMPOSITION: MEMBERSHIP - FAYETTEVILLE YOUTH ADVISORY COUNCIL (AMENDMENT):**

RECOMMENDATION:

BACKGROUND:

The Mayor should be authorized to increase the number of members appointed by the City Council from eight (8) up to a maximum of fifteen (15). the term of each member shall remain at two years as long as the member remains actively enrolled in a public or private high school (ninth through twelfth grades), but shall begin at the beginning of the school year and run until the end of the school year.

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Agenda Request - Mayor (#3), Administration Correspondence - Emails (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-612

§33.381 COMPOSITION: MEMBERSHIP - FAYETTEVILLE YOUTH ADVISORY COUNCIL (AMENDMENT):

AN ORDINANCE TO AMEND § 33.381 COMPOSITION: MEMBERSHIP TO AUTHORIZE THE MAYOR TO EXPAND THE NUMBER OF MEMBERS TO BE APPOINTED AND TO ADJUST THE TERMS OF SUCH MEMBERS

WHEREAS, the Mayor should be authorized to increase the number of members appointed by the City Council from eight (8) up to a maximum of fifteen (15); and

WHEREAS, the term of each member shall remain at two years as long as the member remains actively enrolled in a public or private high school (ninth through twelfth grades), but shall begin at the beginning of the school year and run until the end of the school year.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 33.381 by repealing it in its entirety and enacting a replacement § 33.381 as follows:

“§ 33.381 Composition; Membership

(A) The Fayetteville Youth Advisory Council shall consist of at least eight (8) and up to an additional seven (7) members if so designated by the Mayor. These members must be residents of the City of Fayetteville and be actively enrolled in a public or private high school in grades nine (9) through twelve (12). One (1) additional member may be the Mayor or Mayor’s designee who can be a staff member or Council Member.

(B) The members shall be appointed by the Mayor and approved by the City Council (no interview or recommendation by the Nominating Committee is required) and each member appointed shall serve a term of two (2) school years, unless the member completes grade twelve (12) during the term, at which time the position shall be declared vacant.

(C) Terms shall be staggered for members appointed to the Fayetteville Youth Advisory Council in an attempt to have approximately half the membership be appointed each year. Those members whose initial terms were scheduled to end on March 31st shall be entitled to serve until the end of the school year.

(D) Irregular vacancies shall be filled as they occur and are appointed by the Mayor and approved by the City Council. Regular (end of term) vacancies shall be filled by appointment by the Mayor and approval by the City Council so that the new member's term begins at the start of school year and runs for two school years until the end of second school year.

AGENDA REQUEST FORM

FOR: Council Meeting of May 20, 2025

FROM: Mayor Rawn

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 33.381 **COMPOSITION: MEMBERSHIP** TO
AUTHORIZE THE MAYOR TO EXPAND THE NUMBER OF MEMBERS TO BE
APPOINTED AND TO ADJUST THE TERMS OF SUCH MEMBERS

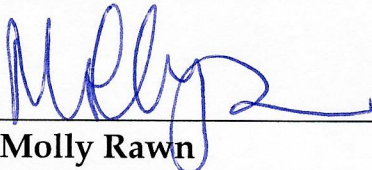
APPROVED FOR AGENDA:



Kit Williams

Approved as to form

May 2, 2025
Date



Molly Rawn

Acknowledgement

MAY 2, 2025
Date

Williams, Kit

From: Rawn, Molly
Sent: Friday, May 2, 2025 11:38 AM
To: Williams, Kit; Stafford, Bob
Cc: Macedo, Keith; Paxton, Kara; Barnes, Stacy
Subject: RE: Youth Council

Kit,

This is perfect, thank you!

Mayor Molly Collier Rawn
City of Fayetteville, Arkansas
Mayor@fayetteville-ar.gov
(479) 575-8330

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Friday, May 2, 2025 11:13 AM
To: Rawn, Molly <molly.rawn@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>
Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>; Barnes, Stacy <sbarnes@fayetteville-ar.gov>
Subject: RE: Youth Council

Mayor,

Attached is the revised code change ordinance you requested which removes the need for the Nominating Committee to interview the applicants. Please let know if the ordinance is exactly what you want or let me know if it needs any changes. Once it is satisfactory to you, I will prepare your agenda request form and after you sign the form, I can enter it into Civic Clerk.

Kit Williams
Fayetteville City Attorney
479-575-8313

From: Rawn, Molly <molly.rawn@fayetteville-ar.gov>
Sent: Thursday, May 1, 2025 11:42 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>
Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>
Subject: Youth Council

Hi Kit,

I am adding this proposed ordinance change regarding the youth council to the agenda for the May 20th meeting. Your proposed revision is attached; thank you for revising it for me!

There is one more change I want to see. I want the recommendations to go from the Mayor's office directly to the city council for approval, by-passing the nominating committee. The Mayor would select and recommend directly to council. This is inline with the desire of the nominating committee. Their chair, Bob Stafford, is on copy.

If you could make that change for me, I will get it in Civic Clerk.

Mayor Molly Collier Rawn
City of Fayetteville, Arkansas
Mayor@fayetteville-ar.gov
(479) 575-8330



Kayla Lindsey
Market Manager
Rural Mountain Producers Exchange
Fayetteville Farmers Market
PO Box 3076
21 W. Mountain St. Ste 121
Fayetteville, AR 72702
479-871-2036
FFMKayla@gmail.com
Fayettevillefarmersmarket@gmail.com

Annual City Council Report

May 8, 2025

2024 was a very successful year for the Fayetteville Farmers Market. Total vendor sales rose higher than ever before. The season started out with very high sales in April which continued into September. Our highest sales day, Mother's Day weekend, had 12% higher total vendor sales than the highest sales day of 2023. Total 2024 commission income was 20.83% higher than 2023 commission income. Gross profit increased 22.71% from 2023.

75.4% of revenue was utilized for administrative overhead. Total 2024 expenses were 10.34% higher than in 2023.

2024 was the first full year under new market management in 12 years. The management team consists of Kayla Lindsey as Market Manager and Julia Den Herder as Outreach Manager. Whitney King (Candles By Whitney) and Daniel Evans (Honest Dirt Market Garden) were elected to the Board of Directors in March of 2024, along with returning Board members Judy Kavan (The Ugly Bunny Garden) and Marquita Den Herder (dH Farm). Long time Board members Chuck Rutherford (Rutherford Farm) and Mark Cain (Dripping Springs Garden) decided to step down, letting other members of market take their turn on the Board. At the end of 2024, Vice President Zach Taylor (Fat Top Farm), Whitney King (Candles By Whitney), and Treasurer Nena Yang (Rainbow Farm) stepped down from the Board due to other business obligations. At the March 2025 Fayetteville Farmers Market Membership Meeting, Henry Francis (Evergreen Beef), Alexandria Freeze (Ozark Natural Breads), and Robert Jensen (Aunt Susie's Granola) were elected to serve their first term on the Board of Directors. Cody Condery (Rocky Comfort Natural Farm) was reelected.



The Fayetteville Farmers Market engaged the community in some new and returning events on the square in 2024. We collaborated with Downtown Fayetteville for the first Strawberry Festival, beginning the festival on Saturday with a strawberry themed cooking demo, vendors selling strawberry themed items and strawberry baked goods, and of course, strawberries from our farmers. The market always incorporates cooking demos with its events so that we can show the community how to cook with local, in season ingredients. Thanks to a grant from UAMS, we provide \$25 in “market food bucks” to each SNAP participant who attends the demos.

The market started a new tradition with Tomato Fest in early September. We invited the community to be involved in a salsa competition that was judged by customers at market. Tomato sampling of new and heirloom varieties was very popular. We also had a cooking demo featuring Juan Alberto Rey (Margaret’s Flavor Co. & Food Truck)

Finally, the market had a Fall Harvest Fest with pumpkin painting, a pumpkin carving demonstration, face painting, and a cooking demonstration featuring fall root crops.

The Fayetteville Farmers Market vendors are starting the 2025 market season with much excitement about what the year may bring. There will always be unfavorable weather and challenges, but our vendors and farmers are a resilient bunch. This year you will see many new vendors, more advertising, more events, and a vibrant, successful, and sustainable farmers market.

Sincerely,

Kayla Lindsey

Market Manager

Fayetteville Farmers Market



Kayla Lindsey

Market Manager

479.871.2036

ffmkayla@gmail.com

Julia Den Herder

Outreach Manager

479.236.2910

ffmjuliadh@gmail.com

2025 BOARD OF DIRECTORS:

Cody Condery, President | *Rocky Comfort Natural Farm*

codycondery@gmail.com

Daniel Evans, Vice President | *Honest Dirt Market Garden*

honestdirtmarketgarden@gmail.com

Marquita Den Herder, Secretary | *dH Farm*

goodfood@dhfarm.net

Henry Francis, Treasurer | *Evergreen Beef Co.*

henfrancis@gmail.com

Leon Niehues | *Redbud Garden*

lniehues@madisoncounty.net

Judy Kavan | *The Ugly Bunny Garden*

theuglybunny@yahoo.com

Alberto Rey | *Margaret's Food Truck*

juanrey79@gmail.com

Alexandria Freeze | *Ozark Natural Breads*

bakers@ozarkbreads.com

Robert Jensen | *Aunt Susie's Granola*

rjensen.auntsusiesgranola@gmail.com

City of Fayetteville Staff Review Form

2025-197

Item ID

4/8/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jared Rabren

2/7/2025

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests to deliver a presentation to City Council regarding the status of and recommendations from the Airport Master Plan Update project.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

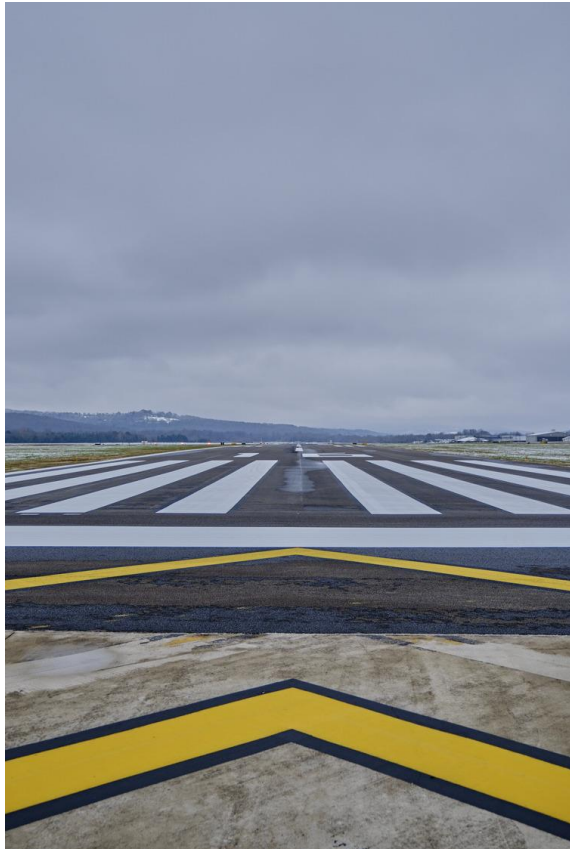
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Airport Master Plan

Presentation to City Council

May 13, 2025



Master Plans – What Does It Do?

- Provides 20-year infrastructure development plan
- Collaborative planning process with City and Community
- Updates Airport Layout Plan for federal funding eligibility

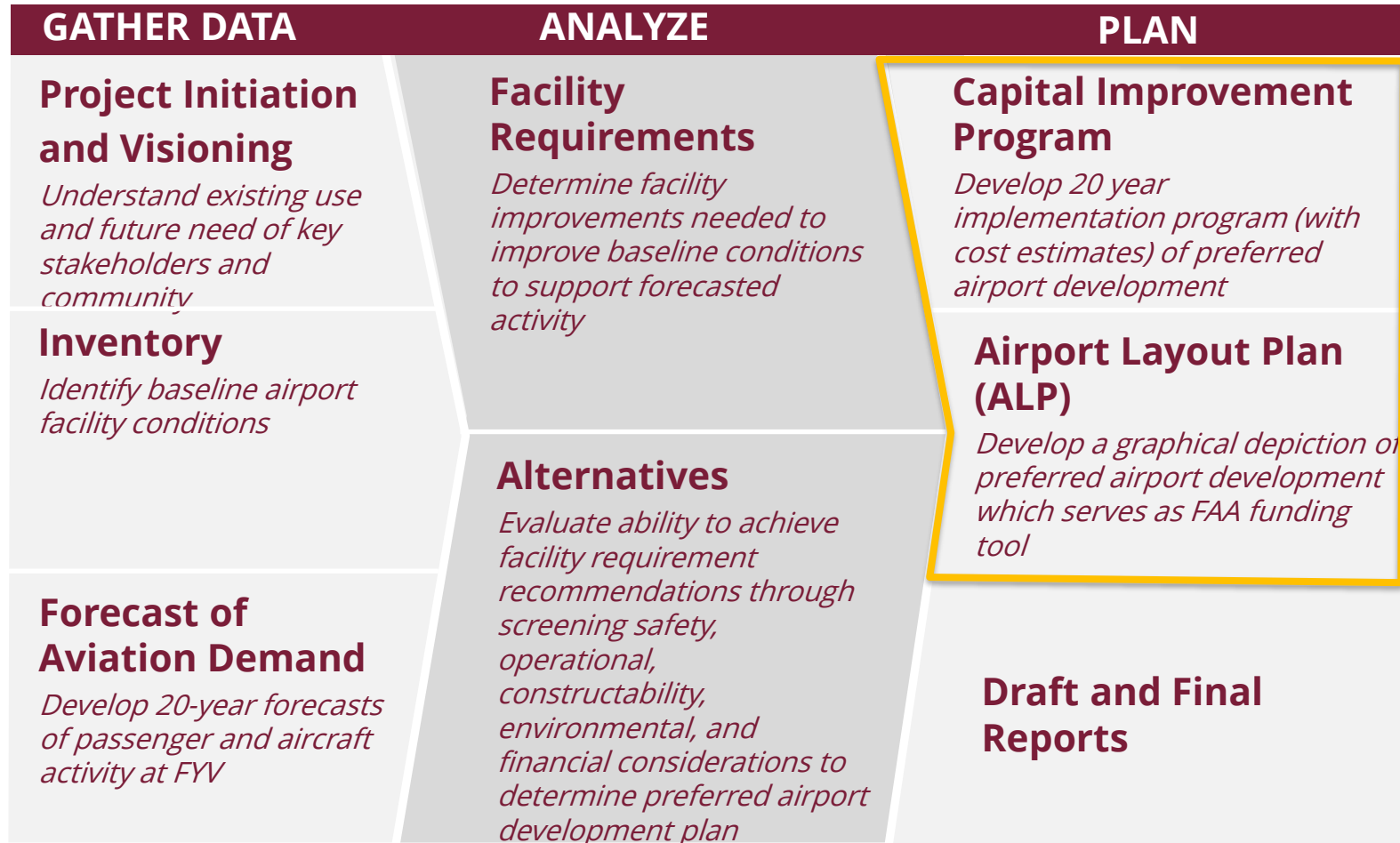
Master Plans – What Does It Not Do?

- Guarantee development will occur
- Environmental clearance for projects
- Obligate the City for future funding needs
- Provide direction for business or strategic growth

Why Master Plan?

- FAA generally recommends updating every 10 years
 - Last full master plan was completed in 2006
- Evaluate the airport to capture changes in:
 - FAA airport design standards
 - Local and regional demand
 - National aviation trends
 - Environmental considerations

Master Plan Process



*Current
Project
Phase*

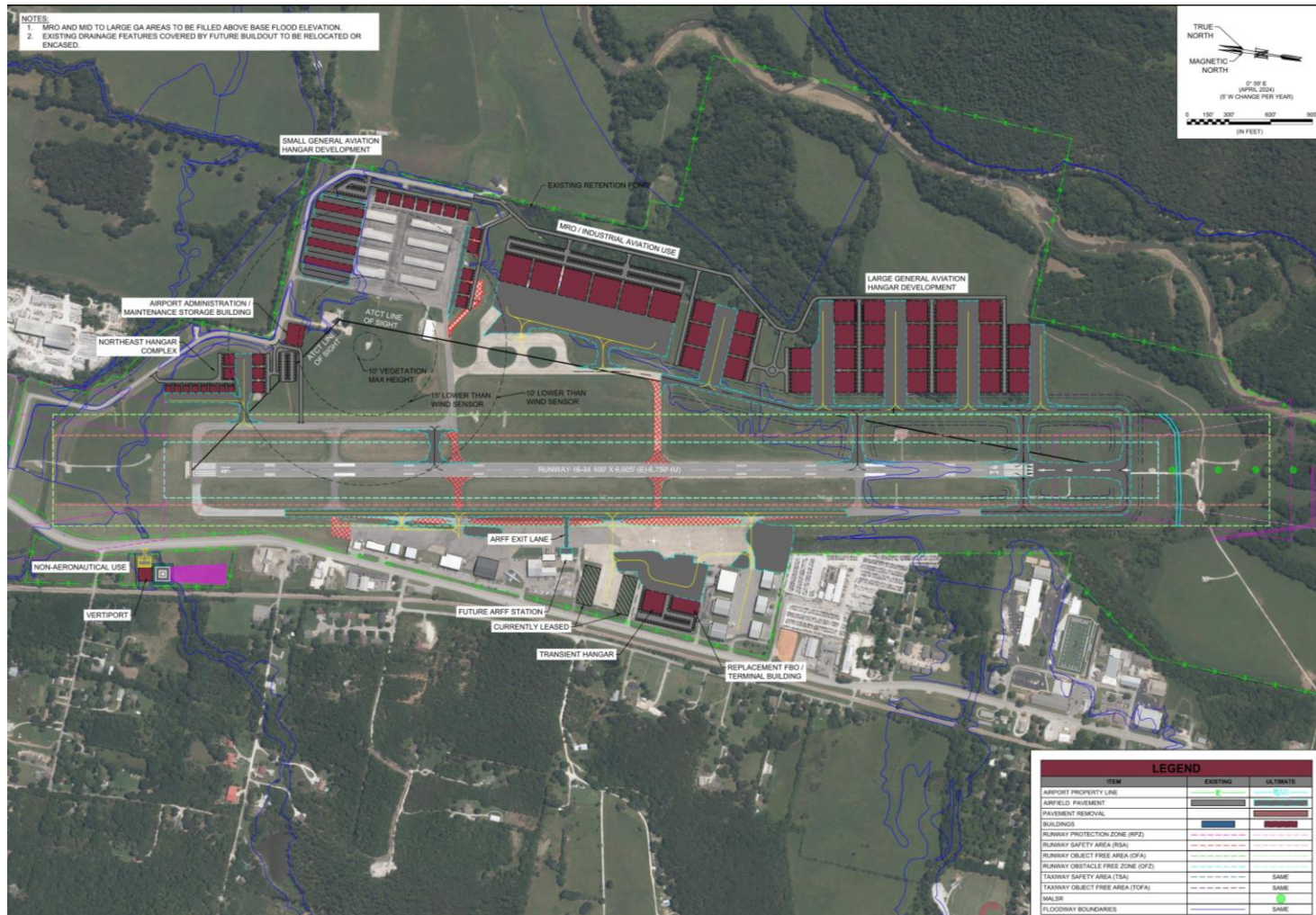
Stakeholder Engagement

- Project Stakeholder Committee
 - Board members, tenants, local community representatives, airport and city staff
- 5 Stakeholder Committee Meetings held
 - Visioning
 - Facility Requirements
 - Airside Alternatives
 - Land Use Alternatives
 - Preferred Terminal Layout
- Public Open House held
- Presented to FAA for further review
- Presentation to Airport Advisory Board

Recommended Development Summary

- Improvements to meet FAA design standards
- Enable hangar development
- Increase aircraft parking apron
- Replace terminal building
- Protection for:
 - Runway extension
 - Emergent technologies in aviation (eVTOL)

Preferred Airfield Layout



Short-Term Projects (0-5 Years)

- 2025:
 - ARFF Vehicle = \$1.44M
 - Hangar Infrastructure – Phase I = \$375,000
 - Crack Seal T-Hangar Ramp = \$220,000
- 2026:
 - Extend Taxiway E = \$3.55M
 - North GA Apron Rehabilitation = \$1.95M
 - Hangar Infrastructure – Phase II = \$375,000
- 2027:
 - Terminal Apron Rehabilitation = \$375,000
- 2028:
 - Taxiway A and C Seal Coat and Marking = \$375,000
- 2029:
 - South Terminal Apron Expansion = \$2.7M
 - Taxiway B, B1, and B4 Seal Coat and Marking = \$375,000
- 2030:
 - Ernest Lancaster Expansion – Phase I = \$375,000

Intermediate-Term Projects (6-10 Years)

- Airfield / Operations:
 - Taxiway C Realignment = \$1.3M
 - Taxiway B Realignment = \$8.8M
 - Terminal Area Replacement = \$18.6M
 - West Apron Expansion = \$5.4M
 - ARFF Station Repurposing = \$2.1M
- Hangar / Landside:
 - T-Hangar Development = \$16.5M
 - MRO Development = \$72.8 M
 - Airside = \$14.2M / Landside = \$58.6M
 - Large Box Hangar Development – Phase I = \$33.6M
 - Airside = \$6.6M / Landside = \$33.0M

Long-Term Projects (11+ Years)

- Airfield / Operations
 - Vertiport Development = \$7.3M
 - Airport Administration / SRE Building = \$7.8M
 - Runway 34 / West Taxiway Extension = \$21.2M
 - East Taxiway Extension = \$38.6M
- Hangar / Landside:
 - Northeast Small Box Hangar Development = \$17.2M
 - Airside = \$4.7M / Landside = \$12.5M
 - Small Box Hangar Development – Phase II = \$7.9M
 - Large Box Hangar Development – Phase II = \$158M
 - Airside = \$23.3M / Landside = \$134.7M

Next Steps

- Incorporate City Council Feedback
- Develop Airport Layout Plan
- Distribute Draft AMP and ALP



Office of City Clerk Treasurer
113 West Mountain
Fayetteville, AR 72701
Telephone: (479) 575-8323
cityclerk@fayetteville-ar.gov

The advertisement for open vacancies can be viewed on the Fayetteville Government Channel (Cox Channel 216 and AT&T Channel 99) and on our website by visiting www.fayetteville-ar.gov.

Board, Committee, and Commission Advertisement

ANIMAL SERVICES ADVISORY BOARD

- One Licensed Veterinarian
Term Ending 06/30/28
- One Business Representative
Term Ending 06/30/28
- One Resident at Large
Term Ending 06/30/28

BOARD OF ADJUSTMENTS

- One Public at Large
Unexpired Term Ending 03/31/28

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

- Two Member at Large (Full Member)
Unexpired Terms Ending 03/31/30

ENVIRONMENTAL ACTION COMMITTEE

- One Resident at Large
Term Ending 12/31/28

FAYETTEVILLE ARTS COUNCIL

- Two Resident at Large
Terms Ending 06/30/28
- Two Working Artist
Terms Ending 06/30/28

FAYETTEVILLE HOUSING AUTHORITY BOARD OF COMMISSIONERS

- One Public at Large
Unexpired Term Ending 12/28/27

HISTORIC DISTRICT COMMISSION

- Two Member at Large
Terms Ending 06/30/28

PARKS, NATURAL RESOURCES AND CULTURAL AFFAIRS ADVISORY BOARD

- One Public at Large
Unexpired Term Ending 12/31/26

WALTON ARTS CENTER COUNCIL

- Two Citizen at Large
Terms Ending 06/30/28

APPLICATION DEADLINE

All applications must be received by 5:00 p.m. on Friday, May 23, 2025.
Applications will not be accepted after the deadline.

All volunteers must reside within the Fayetteville city limits. If you are not a Fayetteville registered voter, you will need to provide proof of residency. All applicants must submit a new application for each board, committee or commission. Applications may be emailed to cityclerk@fayetteville-ar.gov or mailed to the Office of the City Clerk-Treasurer.