City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, October 21, 2025

5:30 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: 857 8122 8637
Public Registration Link: https://us06web.zoom.us/webinar/register/WN_bpZ-5gdORJSfVISNi3X95A

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

Proposed Agenda Additions

A. Consent

A.1. Approval of Document Destruction Lists:
A resolution to authorize the destruction of certain documents pursuant to relevant sections of the Arkansas Code related to maintenance and destruction of accounting and other City records. (2025-1926)

A.2. I-49/Stephen Carr Interchange - Professional Services:
A resolution to approve Task Order No. 18 with Michael Baker International, Inc. in the amount of $97,850.00 for evaluation of alternatives for improvements to the Stephen Carr Memorial Boulevard/Interstate 49 Interchange, and to approve a budget adjustment. (2025-1705)

A.3. Water Sewer Work Truck Replacements Through Olathe Fleet:
A resolution to approve the purchase of two Ford F550 work trucks from Olathe Fleet in the total amount of $178,583.00, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees. (2025-1882)

A.4. Police Training Division Vehicle Replacement Through National Auto Fleet Group:
A resolution to approve the purchase of a Ford Explorer from National Auto Fleet Group in the amount of $41,277.95, pursuant to a Sourcewell Cooperative

Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees. (2025-1883)

A.5. Resolution to Purchase from Galls through Sourcewell Cooperative Contract #011124-GAL:
A resolution to approve the purchase of Fire Department uniforms and related products, services, and solutions from Galls, pursuant to a Sourcewell Cooperative Purchasing Contract, on an as-needed basis within the approved budget through March 25, 2028, and any future renewal periods. (2025-1998)

A.6. Hamestring Trail Bridge Purchase:
A resolution to award Bid #25-46 and authorize the purchase of a Concrete Trail Bridge from Scurlock Industries in the total amount of $197,766.76 for installation by City crews on the Hamestring Creek Trail. (2025-2012)

A.7. FY2026 Historic Preservation (CLG) Grant Application:
A resolution to authorize an application for a Certified Local Government Grant in the amount of $90,000.00 through the Arkansas Historic Preservation Program for phase two of a city-wide windshield survey of historic properties. (2025-1992)

A.8. Approval of Agreement with Advertising & Promotion Commission:
A resolution to approve a five-year agreement with the Fayetteville Advertising and Promotion Commission to furnish collection and accounting services for the Hotel, Motel, and Restaurant taxes collected for the A & P Commission for a fee of 2% of such collections with an automatic renewal for an additional five-year term. (2025-1994)

B. Unfinished Business

B.1. PZD-2025-003 North Raven Lane:
An ordinance to approve a Residential Planned Zoning District entitled PZD-2025-003 for approximately 49.2 acres located on North Raven Lane in Ward 4. (2025-1691)

At the September 16, 2025 City Council meeting, this ordinance was left on the first reading.

At the October 7, 2025 City Council meeting, this ordinance was left on the first reading and tabled to the October 21, 2025 City Council meeting.

B.2. RZN 2025-27 West Mount Comfort Road (Appeal of Planning Commission Denial):
An ordinance to rezone the property described in Rezoning Petition RZN 2025-27 for approximately 0.40 acres located at 3070 West Mount Comfort Road in

Ward 4 from RSF-4, Residential Single-Family, Four Units Per Acre to NS-G, Neighborhood Services-General and RSF-18, Residential Single Family, 18 Units Per Acre. (2025-1685)

At the September 16, 2025 City Council meeting, this ordinance was left on the first reading.

At the October 7, 2025 City Council meeting, this ordinance was amended and left on the second reading.

B.3. Flexible Marina Operations and Lake Access Fee Modifications for Lake Fayetteville, Sequoyah, and Wilson:
An ordinance to modify the fee structure for lake use and access and allow for more flexible marina operations by amending § 97.070 Recreational Activities at Lake Fayetteville, Sequoyah, and Wilson of the Fayetteville City Code. (2025-1828)

At the October 7, 2025 City Council meeting, this ordinance was left on the first reading and tabled to the October 21, 2025 City Council meeting.

C. New Business

C.1. 2026 National League of Cities SCEI Implementation Grant Application:
A resolution to authorize the application for an Implementation Grant from the National League of Cities in the amount of $60,000.00 to pilot a housing preservation-focused workforce development program. (2025-2011)

C.2. Special Election for the City to Issue Sales and Use Tax Capital Improvement Bonds:
An ordinance calling and setting a date for a special election on the questions of the issuance by the City of Sales and Use Tax Capital Improvement Bonds for various specified purposes; levying a local sales and use tax at the rate of one percent (1.00%) for the purpose of retiring such bonds; and prescribing other matters pertaining thereto. (2025-2030)

C.3. VAC 2025-0021 East Joyce Boulevard:
An ordinance to approve VAC-25-21 for property located at 1923 East Joyce Boulevard in Ward 3 to vacate 0.22 acres of general utility easement. (2025-1999)

C.4. VAC 2025-0019 West Hughes Street:
An ordinance to approve VAC-25-19 for property located at 902 and 908 West Hughes Street in Ward 2 to vacate approximately 656 square feet of street right-of-way. (2025-2113)

C.5. RZN 2025-0033 East Rockwood Trail (Appeal of Planning Commission Denial):
An ordinance to rezone the property described in Rezoning Petition RZN 2025-33 for approximately 0.33 acres located at 922 East Rockwood Trail in Ward 3 from RSF-4, Residential Single-Family, 4 Units Per Acre to NC, Neighborhood Conservation. (2025-1902)

D. City Council Tour

E. Announcements

E.1. Board, Committee, Commission Vacancies Advertisement:
The Office of the City Clerk Treasurer will open applications for Board, Committee, and Commission vacancies on Friday, October 24, 2025. Applications must be submitted by 5:00 p.m. on Friday, November 14, 2025.

F. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment. When the Mayor or Chair recognizes you, please start your public comment by giving your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn to speak for discussion of an agenda item.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If a Council Member wishes to comment upon or discuss a Consent Agenda item that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Unfinished Business and New Business:

Overview Period: Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, appellant from a final decision of the Planning Commission or City Staff, etc.) may present its proposal only during this presentation period but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

Public Comments: Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Cell Phones and Pagers: Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions.

Smoking Prohibited: There will be no smoking allowed in the City Council Chambers during City Council meetings.

Interpreters or Telecommunications Devices for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the Office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1926

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Kara Paxton, City Clerk Treasurer

FROM: Christine Rea, Document Management Manager

SUBJECT: **Destruction of Records**

RECOMMENDATION:
Staff recommends the physical destruction of the documents listed in the attachment titled Accounting Document List. All documents recommended for destruction have been maintained for the required length of time. For transparency, this item also includes a list of non-accounting documents that will be destroyed as well.

BACKGROUND:
The City's code states that the City Clerk-Treasurer is empowered and authorized to oversee the destruction of city records pursuant to state law, particularly A.C.A. § 14-59-114, when authorized by City Council Resolution. Per A.C.A § 14-2-203, at least one City Council Member is required to witness the destruction of accounting documents.

DISCUSSION:
Periodically, the Office of the City Clerk Treasurer's Document Manager completes an audit of all archived records that the office is responsible for maintaining. The audit of the archived records provides a list of records that are past their retention time period. By following the City's Document Retention Schedule Policy, it ensures we have space for new records that must be archived per federal, state, and local laws. If approved, this resolution will allow the City to destroy records that have been stored for the required length of time. We are asking that the City Council approve the resolution which will allow us to start coordinating the destruction date.

BUDGET/STAFF IMPACT:
This annual project's cost was approved within the 2025 budget.

ATTACHMENTS: 3. Staff Review Form , 4. 2025 Destruction Accounting List, 5. 2025 Destruction Non-Acct List

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

File #: 2025-1926

A RESOLUTION TO AUTHORIZE THE DESTRUCTION OF CERTAIN DOCUMENTS PURSUANT TO RELEVANT SECTIONS OF THE ARKANSAS CODE RELATED TO MAINTENANCE AND DESTRUCTION OF ACCOUNTING AND OTHER CITY RECORDS

WHEREAS, the Arkansas Code establishes the amount of time that the City is required to maintain accounting, court and other records and also provides a procedure for the destruction of records not required to be maintained permanently if the records to be destroyed have been microfilmed or scanned into the City's server or have been maintained for the amount of time required by state law.

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 the Fayetteville City Clerk Treasurer's Office to destroy the paper copies of certain accounting and other city records identified in lists attached to this Resolution pursuant to the relevant sections of the Arkansas Code relating to the maintenance and destruction of records.

City of Fayetteville Staff Review Form

2025-1926

Item ID

10/21/2025

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

Christine Rea	9/24/2025	CITY CLERK (051)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution to authorize the destruction of certain documents shown on the attached document lists pursuant to relevant sections of the Arkansas Code related to maintenance and destruction of accounting and other city documents.

Budget Impact:

1010.051.1510-5315.00	Contract Services
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	6,853.10
		Expenses (Actual+Encum)	$	-
		Available Budget	$	6,853.10
Does item have a direct cost?	Yes	Item Cost	$	1,362.50
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	5,490.60

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

2025 -

	Destruction Year	Document Year
1	2025	1965
2	2025	1968
3	2025	1971
4	2025	1974
5	2025	1980
6	2025	1983
7	2025	1985
8	2025	1985
9	2025	1988
10	2025	1989
11	2025	1990
12	2025	1990
13	2025	1990
14	2025	1991
15	2025	1992
16	2025	1992
17	2025	1993
18	2025	1993
19	2025	1993
20	2025	1994
21	2025	1994
22	2025	1995
23	2025	1996
24	2025	1996
25	2025	1996
26	2025	1997
27	2025	1997
28	2025	1998
29	2025	1999
30	2025	2000
31	2025	2000
32	2025	2000
33	2025	2000
34	2025	2000
35	2025	2001
36	2025	2001
37	2025	2001
38	2025	2002
39	2025	2002
40	2025	2002
41	2025	2002
42	2025	2003
43	2025	2003
44	2025	2004
45	2025	2004
46	2025	2004
47	2025	2004
48	2025	2005
49	2025	2006
50	2025	2006

	Destruction Year	Document Year
51	2025	2006
52	2025	2006
53	2025	2006
54	2025	2007
55	2025	2007
56	2025	2007
57	2025	2007
58	2025	2007
59	2025	2007
60	2025	2007
61	2025	2008
62	2025	2008
63	2025	2008
64	2025	2008
65	2025	2008
66	2025	2008
67	2025	2009
68	2025	2009
69	2025	2009
70	2025	2010
71	2025	2011
72	2025	2011
73	2025	2011
74	2025	2011
75	2025	2011
76	2025	2011
77	2025	2011
78	2025	2012
79	2025	2012
80	2025	2012
81	2025	2012
82	2025	2012
83	2025	2013
84	2025	2013
85	2025	2013
86	2025	2013
87	2025	2013
88	2025	2014
89	2025	2014
90	2025	2014
91	2025	2014
92	2025	2014
93	2025	2015
94	2025	2015
95	2025	2015
96	2025	2015
97	2025	2016
98	2025	2016
99	2025	2017
100	2025	2017

	Destruction Year	Document Year
101	2025	2017
102	2025	2017
103	2025	2017
104	2025	2017
105	2025	2017
106	2025	2018
107	2025	2018
108	2025	2018
109	2025	2018
110	2025	2018
111	2025	2018
112	2025	2018
113	2025	2019
114	2025	2019
115	2025	2019
116	2025	2019
117	2025	2019
118	2025	2019
119	2025	2019
120	2025	2019
121	2025	2019
122	2025	2019
123	2025	2019
124	2025	2019
125	2025	2019
126	2025	2019
127	2025	2019
128	2025	2019
129	2025	2019
130	2025	2019
131	2025	2019
132	2025	2019
133	2025	2020
134	2025	2020
135	2025	2020
136	2025	2020
137	2025	2020
138	2025	2021
139	2025	2021
140	2025	2021
141	2025	2021
142	2025	2021
143	2025	2021
144	2025	2021
145	2025	2021
146	2025	2021
147	2025	2021
148	2025	2021
149	2025	2021
150	2025	2021

2025 -

	Destruction Year	Document Year
151	2025	2021
152	2025	2021
153	2025	2021
154	2025	2021
155	2025	2021
52	2025	2021

Accounting Documents Destruction List

Document Name
City Insurance Payments 1965-1971 - check stubs
Annual Budget Working Program Copies 1967-1979
AP-Water Sewer Bank Check Statements
Police Pension Statements 1974-1981
Budget Work Books 1987-1987
Qtrly Financial Bank Statements 1983-1992
1970-1985 Finance Director Uitility Billing Files
Annual Budget & Work Program Backup 1985-1992
Fixed Assests , Water/Sewer
NWARRA Bonds (NW AR Resource Recovery Authority) Misc Reports
Accounts 555-973 Finals, old GL numbers
Payroll Files for Devault-Fields
Annual Budget & Work Program Backup 1990-1993
AP Accumulative Transactions 12/31/91
NWARRA Bonds (NW AR Resource Recovery Authority) 1990-1992 Reports
Art Center Bonds - Completed
NWARRA Bonds (NW AR Resource Recovery Authority) Sale/Use Tax
Accumulated Transactions- Solid Waste
General Ledger Street Divison Accounts
1994 WAC Bond (inactive), 1992 W/S Bond (inactive), 2000 W/S Bond (inacti
Annual Budget & Work Program Backup 1994-1999
City Wide Receipt Journal Entries 1995-1998
General Fund Listing Oct-Dec
Fire Pension Statements
Fire and Police Pension Statements
Fire & PD Pension Statements
Art Center Bonds, 1995-2003 HMR Bonds Statements
FAA Grants, Aviation Files on Enviromental Assessments 1985-1998
Acct Fixed Assets
Payroll Files for Devault-Fields 2000-2006
Payroll Files for Kay-Lewis 2000-2006
Payroll Files for Brewer-Colvin 2000-2006
Annual Budget & Work Program Backup 2000-2004
Annual Budget & Work Program Backup 2000-2004
Fire and PD Penison statements
Journal Entry PD & Fire Pension Entries
Fire & PD Pension Statements
Closed Revenue Bonds 1994-2002
Payroll Files Terminated M-Z
Sales, Use and Excise Tax Journals 2002-2004
GOV Deals Auction Packet Copies 2002-2008
Fire & PD Pension Statements
Budget Work Books 2003-2007
Journal Entry PD & Fire Pension Entries
Journal Entry PD & Fire Pension Entries
Fire and Police Pension Statements
Fire & PD Pension Wire Transfers Backup 2004-2009
Fire & PD Pension Reconciliation Statements
Payroll 15-20 Timesheets
APERS Statements (AR Public Emp. Retirement System)

Accounting Documents Destruction List

Document Name
Payroll Clerk Files-Terminated A-SAN 2006-2007
Payroll Clerk Files-Terminated A-Brashears 2006-2007
Wasterwater Improvement Brasfield & Gorries Pay Report May-July
Fire & PD Pension Investments Statements/Worksheet
Payroll: Cook-Detharge
Payroll: Goodard-Hertzweck
RFP's-07-18,07-17,07-13,07-14,07-10 (Request for Proposals)
RFP's-07-01,07-25 (Request for Proposals)
Mayors files Travel & Rate Audit Study
Energy Block Grant Reference Files
Fire & PD Pension Statements A-Miller
State and Federal 941 Taxes 2008-2015, APERS 2015-2017 Payments
Budget Manuals - extra copies
Proposed & Final Copies of Budget (extra copies) 2008-2010
Wasterwater Improvement Brasfield & Gorries Pay Report Apr-Aug
Vendor G-O W-9 Files
Payroll for Terminated Marshall - Z
Vendor W9 Forms 2009-2010
Fire & PD Pension Statements 2009-2011
Vendor W9 Forms
Payroll Files, child support /APERS/Safety Awards
Payroll Files: Stiles - Tilt
Payroll Files: Phelan-Reynolds
Payroll Files: Tor-Weber
Payroll: PR 1-PR 11
Payroll: PR 12- PR 26
Payroll Files for 2011
Payroll: PR 1-PR 13 & Safety Awards 2012
Payroll: PR 14-PR 26
Payroll: PR 14- PR 26
Fire & PD Pension Statements 2012-2013
Airport Grants 11-17; 10022-10023
Closed Grants
Closed Grants 2011-2013
Payroll Period: 1-13
Payroll: PR 1-PR 13
Payroll: PR 14-PR 26 Backup
Bad debt, Airport, Parking and Restitution
Payroll: PR 1-PR 11 Backup
Payroll: PR 12- PR 26
Completed Gov Deals 2014-2015
Expired Contracts (copies)
Fire & PD Pension Statements
Voided Payment Edit Reports 2015-2016
Payroll Files PR Period 20-26 2015-2017
City Attorney Budget/Research Correspondence
AR Bank Reconciliation Jan - Dec, Misc AP EFT Documents
Accounts Payable Jan-June
HMR Data Docs July-December
Journal Entry Acct Payable 4th Qtr

Accounting Documents Destruction List

Document Name
HMR Data Docs Jan-Jun
AR Bank Reconciliation Jan - Dec
HMR Tax Forms
Payroll PR 14-PR 21
AP Batch List Journal Entries
Bank Reconciliation Statements Jan-Dec
HMR Data Docs July-December
Accounts Receivable Jan-April
AP Batch Jun - Oct
AP Sales and Use Tax
Payroll PR 15-PR 26:2004-2018 WA County Wage Reports:2016-2017 941"s
AP Batch List Oct 2018-March 2019
AP P-Card Backup April
AP Check and ACH Backup Sept-October
AP Check and ACH Backup April-May
AP Check and ACH Backup March
AP Check and ACH Backup Oct-Dec
AP Check and ACH Backup May-July
AP P-Card Backup Oct
AP P-Card Backup Feb
AP P-Card Backup Sept
AP P-Card Backup Jan
AR Daily Closeouts Jan-Aug
AP P-Card Backup May
HMR Data Records Jan-March
AP P-Card Backup June
AP P-Card Backup August
AR Checks & ACH Backup July-August
AR Checks & ACH Backup February-March
AP P-Card Backup July
Payroll PR 20 2019- PR 10 2020 Entries
Bids 19-01/19-24
Accounts Payable Sept 2019-Jan 2020
Accounts Payable Feb-August
HMR & SB May-July
Payroll PR 11- PR 22 Entries
Adm Approval Contract Copies
AP Check and ACH Backup Apr-May
AP Check and ACH Backup Dec 2020-Jan 2021
AP Check and ACH Backup Jun-Aug
AP Check and ACH Backup Sept-Oct
AP P-Card Backup April
AP P-Card Backup August
AP P-Card Backup December
AP- P-card Backup February
AP- P-card Backup July
AP P-Card Backup June
AP P-Card Backup March
AP P-Card Backup May
AP- P-card Backup November

Accounting Documents Destruction List

Document Name
AP P-Card Backup October
AP P-Card Backup September
Daily Cash Posting Feb-Dec
Daily Cash Posting Jan-June
Daily Cash Posting Jul-Nov
HMR & SB March - May

2025 - N

	Destruction Year	Document Year
1	2025	1970
2	2025	1970
3	2025	1979
4	2025	1980
5	2025	1980
6	2025	1980
7	2025	1980
8	2025	1982
9	2025	1983
10	2025	1984
11	2025	1984
12	2025	1987
13	2025	1990
14	2025	1991
15	2025	1991
16	2025	1993
17	2025	1993
18	2025	1993
19	2025	1993
20	2025	1993
21	2025	1993
22	2025	1993
23	2025	1993
24	2025	1993
25	2025	1993
26	2025	1993
27	2025	1993
28	2025	1994
29	2025	1997
30	2025	1998
31	2025	1998
32	2025	1999
33	2025	1999
34	2025	2000
35	2025	2003
36	2025	2003
37	2025	2005
38	2025	2007
39	2025	2008
40	2025	2009
41	2025	2009
42	2025	2009
43	2025	2010
44	2025	2011
45	2025	2011
46	2025	2012
47	2025	2012
48	2025	2012
49	2025	2012
50	2025	2013
51	2025	2014

2025 - N

	Destruction Year	Document Year
52	2025	2016
53	2025	2016
54	2025	2016
55	2025	2017
56	2025	2017
57	2025	2017
58	2025	2018
59	2025	2018
60	2025	2018
61	2025	2019
62	2025	2019
63	2025	2019
64	2025	2019
65	2025	2020
66	2025	2020
67	2025	2020
68	2025	2020
69	2025	2020
70	2025	2022
71	2025	2024

on-Accounting Documents Destruction List

Document Name
Water Sewer Reporting
Water Service Connection Paperwork A-C
Water Sewer Work Orders & Parks Endagered Species Literature
Airport Customer Files
Engineering Project Files - Obsolete
Engineering Project Files - Obsolete
Wastewater Treatment Place Specifications
Enviromental Impact Study Staff Meetings 1980-1982
City Clerk Susan Kennedy Code Books
Shulertown Historic Survey
Enviromental Impact Study
Building Safety Cert of Occupancy
Fleet Inspection Logs 1990-2000
Admin Files-Vegetation Management Reports (2 boxes)
Admin Files-Vegetation Management Reports
Building Safety Supervisor Freeman Wood Correspondence
GIS Supervisor Jim Johnson Office Files S-W
Working Files for GIS Jim Johnson
Large Scale Site Plans So-Z
Large Scale Site Plans I-Sm
GIS Addressing Plats
GIS Addressing Plats
GIS Addressing Plats
GIS Addressing Plats
GIS Addressing Plats
GIS Addressing Plats
GIS Supervisor Jim Johnson Office Files A-K
Arkansas Advance Reports - Supreme Court Opinions-Reference Books
Fleet Jan-Dec Run Logs, Truck Logs
Various City Attorney Correspondence 1998-2005
General Election Files
Community Service -Urban Development Reports 1991-1999
Wastewater Projects/Proposals October
Airport Agenda 2000-2010
Mayor's Office Message Books 2003-2005
Resolved Inspection Files
Mayors Office NPDES Files
Mayors Files in Regards to Fay Pub Schools
11/4/2008 General Election Files & 12/9/2014 Special Election
Ice Storm Photos
Ice Storm Reports
Mayors Office Misc Festival Tax Task Force Corresp
Mayor Welcome Appreciation Correspondence 2000-2010
White River Water Sewer Project Notes
White River Water Sewer Project
Facilities Needs Assesments - Fay Natural Heritage Information
Mayor's Office Files - SNAP (Special Needs Assit Prg) Garden Info 2010-20
United Way Campaign Files 2011-2012
Airport Customer Lease Files 2012-2014
Fleet March - September Daily Truck Maint Files
City Attorney Memos 2010-2014

on-Accounting Documents Destruction List

Document Name
City Council Agendas Nov-Dec
City Council Agendas July-Oct
City Council Agendas Jan-Jun
City Council Agenda May-Aug
City Council Agendas Sept-Oct
City Council Agendas Nov-Dec
City Council Agendas Jan-May
City Council Agendas Oct-Dec
City Council Agendas Aug-Nov
City Council Agendas Jan-June
City Council Agendas July-Sept
City Council Agenda Oct-Dec
Fleet Daily Truck Closeouts
Mayors Office Real Estate & SWEPCO Correspondence
City Council Agenda April-Aug
City Council Agenda Nov-Dec
City Council Agendas Jan-Apr
Application for Utility Service 2019-2020
City Council Agendas Jan-Dec
Fleet Inspection Records 2023-2024

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1705

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

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

FROM: Paul Libertini, Staff Engineer

SUBJECT: **I-49/ Stephen Carr Memorial Blvd. Interchange Improvements On-Call Services Documents for Approval**

RECOMMENDATION:
Staff recommends that the City Council authorize the Mayor to sign the necessary documents provided by the Arkansas Department of Transportation (ARDOT) to issue Task Order No. 018 to Michael Baker International, Inc. for evaluation of alternatives for improvements to the intersection of Stephen Carr Memorial Boulevard and the northbound on/off-ramps for Interstate 49 and approve a Budget Adjustment in the amount of $812,500 to recognize 80% federal aid funding of $650,000 and the required 20% local match of $162,500.

BACKGROUND:
In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. The Urban Area continues to grow significantly to a recorded 373,687 population in the 2020 Census. In becoming a TMA, the Northwest Arkansas Regional Planning Commission, of which Fayetteville is a member, will have STBGP-A discretionary funding available at approximately $12,000,000 per year. Under current legislation, these STBGP-A funds can be utilized for all permitted transportation projects at the discretion of the TMA Policy Committee.

An application for federal funding of the I-49/Stephen Carr Memorial Blvd. Interchange Improvements Project was submitted to and selected by the Northwest Arkansas Regional Planning Commission (NWARPC). On May 22, 2024, the NWARPC approved funding of the design and environmental phases for $650,000 (80%) from STBGP-A funds, but the City must provide a 20% local match of $162,500 for a total of $812,500. Other project phases such as right of way, utilities and construction will be submitted for future year's available STBGP-A funding.

On December 4, 2024, City Council approved Resolution 291-24 authorizing the Mayor to sign the Agreement Of Understanding (AOU) with ARDOT to design and construct this project. The AOU was fully executed on January 29, 2025.

A Professional Services Selection Committee meeting was held by the Purchasing Division on September 25, 2025 (RFQ 25-01, Selection #16). Three consultants were considered for this project with Michael Baker International, Inc. receiving the highest score. On September 30th, staff recommended Michael Baker

International, Inc. as our consultant of choice for this project to the Transportation Committee who concurred with the recommendation.

DISCUSSION:
The Local Programs Division of ARDOT has recently established On-Call Consultants for use by Cities in order to streamline the project development process. The City requested an On-Call Consultant to evaluate alternatives for this interchange improvement which include a roundabout, signalization, and ramp widening. ARDOT has selected Michael Baker International, Inc. from their list of approved consultants and has created Task Order No. 018 for approval by the City. This Task Order is for the study/alternatives phase only with a fee of $97,850. Once this phase is complete and an alternative has been selected by the City, then the project will enter into the design phase which will be presented to the City Council at a future date for approval.

The budget adjustment attached in the amount of $812,500 recognizes the full federal grant amount of $650,000 (80% of the total) and the required 20% local match of $162,500. Future design phases will be paid from this budget.

BUDGET/STAFF IMPACT:
This project is based on an Agreement of Understanding with ARDOT in which Federal-aid money will pay 80% of the project amount and the City will pay the 20% match. Based on the Task Order fee of $97,850 for the study/alternatives phase, the Federal-aid portion will be $78,280 and the City's match $19,570. The Federal portion will be paid from the Surface Transportation Block Grant Program - Attributable (STBGP-A) funds. City funds will be from the Bond Program Grant Matching fund.

Account #	Project #	Amount
4601.860.7218-5860.02	46020.7218.1040	$78,280.00
4702.860.7218-5860.02	46020.7218.1040	$19,570.00
TOTAL		$97,850.00

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. NWARPC STBGP-A FFY2025 Fayetteville Award Letter, 6. Res 291-24 Authorization to sign the Agreement of Understanding, 7. Email to Mayor from ARDOT 8-20-25, 8. On-Call Task Order No. 018, 9. On-Call Master Agreement Addendum, 10. On-Call Services Master Agreement, 11. Additional Information - AOU

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

File #: 2025-1705

A RESOLUTION TO APPROVE TASK ORDER NO. 18 WITH MICHAEL BAKER INTERNATIONAL, INC. IN THE AMOUNT OF $97,850.00 FOR EVALUATION OF ALTERNATIVES FOR IMPROVEMENTS TO THE STEPHEN CARR MEMORIAL BOULEVARD/INTERSTATE 49 INTERCHANGE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on December 4, 2024, City Council approved Resolution 291-24 authorizing an Agreement of Understanding with the Arkansas Department of Transportation (ARDOT) to design and construct improvements to the Stephen Carr Memorial Boulevard/Interstate 49 interchange, as well as improvements to the northbound on- and off-ramps; and

WHEREAS, on May 22, 2024, the Northwest Arkansas Regional Planning Commission approved funding of the design and environmental phases for $650,000.00 (80%) from federal STBGP-A funds, but the City must provide a 20% local match of $162,500.00 for a total of $812,500.00; and

WHEREAS, the Local Programs Division of ARDOT recently authorized the use of on-call consultants to streamline the project development process and the City has requested a consultant to evaluate alternatives for these interchange improvements which include a roundabout, signalization, and ramp widening; and

WHEREAS, ARDOT chose Michael Baker International, Inc. from its list of approved consultants and has created Task Order No. 18 for approval by the City with a fee of $97,850 for the evaluation phase, 80% of which will be paid with federal STBCP-A funds; and

WHEREAS, a budget adjustment is needed to recognize the federal STBGP-A funds and the city's match, which will be used for this evaluation phase and future design phases.

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. 18 with Michael Baker International, Inc. in the total amount of $97,850 for evaluation of alternatives for improvements to the Stephen Carr Memorial Boulevard/Interstate 49 interchange and the northbound on- and off-ramps for Interstate 49.

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, recognizing federal aid funding in the amount of $650,000.00 and the City's 20% match of $162,500.00.

City of Fayetteville Staff Review Form

2025-1705

Item ID

10/21/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul Libertini	9/23/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends that the City Council authorize the Mayor to sign the necessary documents provided by the Arkansas Department of Transportation (ARDOT) to issue Task Order No. 018 to Michael Baker International, Inc. to evaluate alternatives for the intersection of Stephen Carr Memorial Boulevard and the northbound on/off-ramps for Interstate 49 and approve a Budget Adjustment in the amount of $812,500 to recognize federal funding of $650,000 and the required 20% local match of $162,500.

Budget Impact:

4601.860.7218-5860.02 4702.860.7218-5860.02	Bond Program Grant Matching Street Projects Bonds
Account Number	Fund
46020.7218.1040	Streets Bond Projects - Midtown Corridor, Midtown I49 Interchange
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,478,276.00
		Expenses (Actual+Encum)	$	1,504,690.17
		Available Budget	**$**	**973,585.83**
Does item have a direct cost?	Yes	Item Cost	$	97,850.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	812,500.00
		Remaining Budget	**$**	**1,688,235.83**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** 291-24

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	ENGINEERING (621)	
	Requestor: Paul Libertini	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize $650,000 in FFY 2025 STBGP-A grant funds awarded by the Northwest Arkansas Regional Planning Commission (NWARPC) and allocate $162,500 for the 20% City match.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1705**

Holly Black
9/16/2025 12:46 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	650,000	650,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4601.860.7218-4309.01	-	650,000	46020	7218.1040	RE	Federal Grants - Operational
4601.860.7218-5860.02	78,280	-	46020	7218.1040	EX	Capital Prof Svcs - Engineering/Architectura
4601.860.7218-5809.00	571,720	-	46020	7218.1040	EX	Improvements - Street
4702.860.7218-5860.02	19,570	-	46020	7218.1040	EX	Capital Prof Svcs - Engineering/Architectura
4702.860.7218-5809.00	142,930	-	46020	7218.1040	EX	Improvements - Street
4702.860.7999-5899.00	(162,500)	-	46020	7999	EX	Unallocated - Budget
	-	-				
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	-	-				

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
1311 Clayton St., Springdale, Arkansas, 72762
• (479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org

June 6, 2024

Mayor Lioneld Jordan
City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

Re: Stephen Carr Memorial Dr / I-49 Interchange Impvts. (Job No. TBD) – Design/Environmental
NWARPC FFY 2025 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Project: $650,000

Dear Mayor Jordan:

I am pleased to inform you the Stephen Carr Memorial Dr / I-49 Interchange Impvts. (Job No. TBD) was selected by the Northwest Arkansas Regional Planning Commission on May 22, 2024, for Federal Fiscal Year (FFY) 2025 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2025 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	**$650,000**	**(80% Federal)**
City Match	**$162,500**	**(20% Local Match)**
Total	**$812,500**	

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2025 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2025. All required submittals to Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2025, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, including oversight support for the federal-aid project delivery and applicable provisions in Title 23, U.S.C., and processes reimbursement requests for the NWARPC funding award. Please refer to the ARDOT Local Public Agency Project Manual for more information. Required training for this program is being provided by ARDOT **on Thursday, July 18, 2024, from 9:00 am to 10:00 am** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT
Chris Brown, Fayetteville Public Works Director/City Engineer
Paul Libertini, Fayetteville Staff Engineer
Matt Casey, Fayetteville Staff Engineer

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

Resolution: 291-24

File Number: 2024-748

I-49/STEPHEN CARR MEMORIAL BLVD (FEDERAL AID FUNDS):

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID SURFACE TRANSPORTATION BLOCK GRANT FUNDS IN THE AMOUNT OF $650,000.00 FOR THE DESIGN AND ENVIRONMENTAL PHASES OF THE I-49/STEPHEN CARR MEMORIAL BOULEVARD INTERCHANGE IMPROVEMENTS PROJECT, TO APPROVE A CITY MATCH IN THE AMOUNT OF $162,500.00, AND TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT OF UNDERSTANDING WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE PROJECT

WHEREAS, the City of Fayetteville understands Federal-aid Surface Transportation Block Grant Program-Attributable funds are available at 80% federal participation and 20% local match to be used for the I-49/Stephen Carr Memorial Blvd. Interchange Improvements Project; and

WHEREAS, the City of Fayetteville understands that Federal-Aid funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville.

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 expresses its willingness to participate in accordance with its designated responsibilities in this project, including maintenance of this project and providing local matching funds in the amount of $162,500.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate applications, agreements, and contracts necessary to expedite the construction of the above stated project.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Arkansas Department of Transportation to initiate action to implement this project.

PASSED and APPROVED on December 4, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

Libertini, Paul

From: Mayhan, Brandi A. <Brandi.Mayhan@ardot.gov>
Sent: Wednesday, August 20, 2025 9:17 AM
To: Mayor
Cc: Libertini, Paul; Local Projects Administration; Davison, George W.; Meredith, Carlos A.; Jackson, Jessica S.; Bledsoe, John R.; Moyer, Camille A.
Subject: On-Call Local Federal Aid Projects (2025); Job No. 040966, Task Order No. 018 with the City of Fayetteville & ARDOT
Attachments: 2025LP00-MBII.pdf; On-Call-LP-Addendum-MichaelBaker-City-of-Fayetteville.pdf; 040966-2025LP00-MBII-T018.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Mayor Rawn,

ARDOT is prepared to move forward with the Task Order Agreement for the I-49/Stephen Carr Memorial Blvd. Interchange Improvements project as well as the Master Agreement Addendum between the City of Fayetteville and Michael Baker International, Inc. For your review, I've attached the existing Master Agreement between ARDOT and Michael Baker, the addendum incorporating the City of Fayetteville, and the task order agreement for 040966.

Contracts will be signed electronically through Doc Express. You should receive an invitation from InfoTech, the parent company of Doc Express, to create your account. Please accept the invitation and complete your account setup. Once registered, you'll have access to the City of Fayetteville's Doc Express drawer at the following link: https://docexpress.com/drawers/226052.

After logging in, please click "Transition" on the right-hand side of the screen, select "Signed by Sponsor" from the drop-down menu, check the confirmation box, and click "Save." Please note that both the addendum and task order agreement will need to be signed. Doc Express will notify our office that the agreements have been electronically signed and transitioned accordingly.

If you encounter any issues with accessing or using Doc Express, please don't hesitate to reach out.

Thank you,

Brandi Mayhan
Consultant Specialist - Consultant Contracts
Arkansas Department of Transportation
501.569.2104

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)
TASK ORDER NO. 018
JOB NO. 040966
I-49/STEPHEN CARR MEMORIAL BLVD. INTCHNG. IMPVTS. (FAYETTEVILLE) (S)

Date: (See DocExpress Document Signing History)

WHEREAS, the Arkansas State Highway Commission ("Commission") and **Michael Baker International, Inc.** ("Consultant") entered into a Master Agreement for Engineering Services dated **February 18, 2025**; and

WHEREAS, the Master Agreement contemplates the issuance of Task Order Agreements involving the Commission, the Consultant, and a project sponsor ("Sponsor"); and

WHEREAS, the Sponsor, **City of Fayetteville**, has agreed to the terms and conditions of the Master Agreement through execution of the **Addendum**; and

WHEREAS, the services to be provided under this Task Order consist of **Title I** services, with additional phases to be authorized by amendment as appropriate and as determined by mutual agreement;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACT TYPE

1.1. This Task Order shall be **Cost-Plus-Fixed-Fee**, in accordance with the terms of the Master Agreement.

2. CEILING PRICES

2.1. The Total Ceiling Price for this Task Order is **$97,850**.

2.2. The Title I Ceiling Price is **$97,850**.

2.3. The Fixed Fee is **$10,216.**

3. INDIRECT COST RATE

3.1. The most recently accepted indirect cost rate at the time of execution is for **FY 2024**.

3.2. The applicable indirect cost rate is **148.787**%.

4. ATTACHMENTS

4.1. Attachment A – Scope of Work

4.2. Attachment B – Justification of Costs and Fees and Salary Schedule

4.3. Attachment C – Project Schedule

5. COMPLETION DATE

5.1. Deliverables shall be submitted no later than **December 23, 2025**.

5.2. The anticipated completion date for Title I Services is **December 31, 2025**.

6. CORRESPONDENCE

6.1. The Sponsor, Local Programs Division, and Consultant Contracts Division shall be copied on this task order and all related correspondence.

6.2. The Sponsor's designated representative for this Task Order is **Paul Libertini**.

6.3. Invoices shall be submitted to the following:

ARDOT: LPA@ardot.gov
Sponsor: via Paul Libertini at plibertini@fayetteville-ar.gov

7. EXECUTION

IN WITNESS WHEREOF, the parties execute this Task Order, to be effective upon the Date Set Out in DocExpress.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Mike Stengel
Vice President

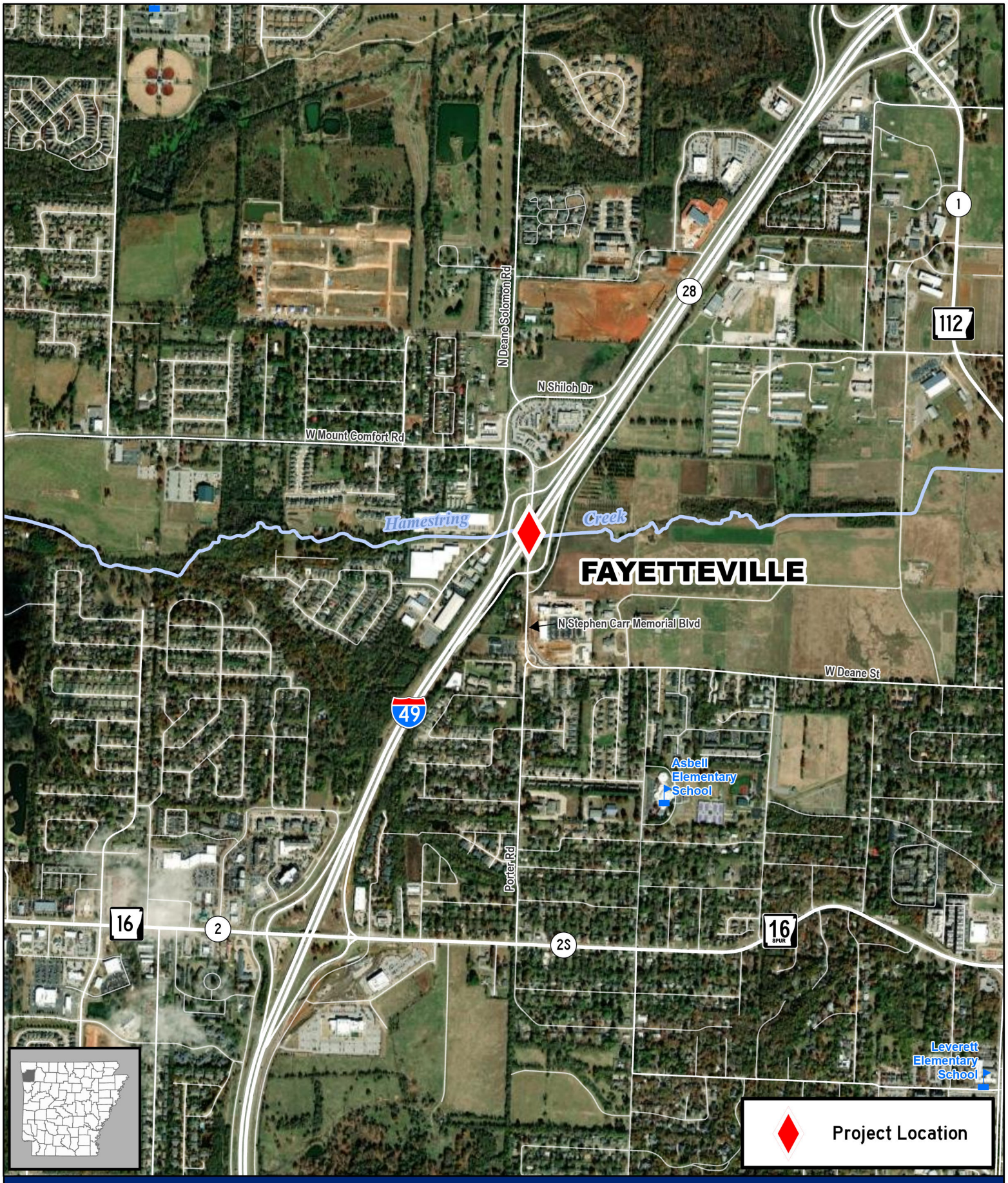
ARKANSAS STATE HIGHWAY COMMISSION

By: _____
Jared D. Wiley, P.E.
Director

CITY OF FAYETTEVILLE

By: _____
Molly Rawn
Mayor

Disclaimer: This contract is signed in DocExpress. The Signing History with all dates and electronic signatures applicable to the execution of this Task Order is located on the final page of the executed contract.



Job 040966

I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)

I-49, Sec. 28

Washington County

N

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 375 750 1,500 Feet

PM: PS: TM43786: 10/17/2024

Document Path: \\San1\gis\ProgramsContracts\Sketches\040966\040966.aprx

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)
TASK ORDER NO. 018
JOB NO. 040966, I-49/STEPHEN CARR MEMORIAL BLVD. INTCHNG. IMPVTS. (FAYETTEVILLE) (S)
SCOPE OF WORK

DESCRIPTION OF THE PROJECT

The scope of work for engineering services will generally consist of evaluating alternatives for the intersection of Stephen Carr Memorial Drive and the northbound on/off-ramps for Interstate 49. Alternatives to be evaluated will include a roundabout, signalization, and ramp widening.

SERVICES PROVIDED BY THE SPONSOR:

1. SURVEYS

1.1. Provide Available Parcel Surveys

2. ENVIRONMENTAL

2.1. Provide and coordinate the necessary public meetings

2.2. Publish and pay for public notices and legal notices

2.3. Provide appropriate translation services at public meetings as necessary

3. DESIGN

3.1. Provide Available Existing Construction Plans

3.2. Provide Project Goals

3.3. Review and Approve of All Design Alternates, Layouts, & Plans

4. RIGHT-OF-WAY

4.1. Provide Available Existing Right-of-Way Plans

SERVICES PROVIDED BY ARDOT

5. ENVIRONMENTAL

5.1. Provide Environmental Constraints

6. DESIGN

6.1. Provide Design Criteria

6.2. Provide Available Existing Construction Plans

6.3. Review and Approve of All Design Alternatives, Layouts, & Plans

7. RIGHT-OF-WAY

7.1. Provide Existing Right-of-Way Plans

TITLE I SERVICES TO BE FURNISHED BY THE CONSULTANT

8. FEASIBILITY COST ESTIMATE

8.1. Design Criteria to be considered for the project will be provided by ARDOT prior to the beginning of work.

8.2. Consider environmental constraints and seek to avoid and/or minimize environmental impacts.

8.3. Perform traffic analysis to determine projected traffic for design year.

8.4. Evaluate Design alternatives that meet design year traffic projections.

a) Preliminary roadway grades, alignment, and required number of lanes for main lanes, crossing roads and other roads as needed.

b) Estimate for limits of construction to establish a baseline for estimation of potential additional right of way needs.

8.5. Estimate Costs for Right-of-Way Acquisition.

8.6. Estimate Costs for Utility Relocation.

8.7. The consultant shall provide a feasibility/preliminary construction cost estimate taking into consideration construction methods and stage construction, current market conditions, and reasonable contingency costs providing information for all assumptions, the basis of the estimate, and sources listed in narrative form.

8.8. Make revisions necessary to respond to comments received during review.

9. PROJECT MANAGEMENT

9.1. Notify Sponsor and ARDOT of its schedule, in advance, for all activities.

9.2. When specified, seek Right of Entry (ROE) from public or private landowners to perform services. ROE permission shall be written and signed by the landowner.

9.3. Provide monthly updates to the project schedule.

9.4. Recommend scope, schedule, and budget changes in advance with supporting documentation, including efforts to minimize or mitigate the changes in accordance with procedures outlined by ARDOT.

10. PROJECT CONDITIONS OF THE WORK:

10.1. Consultant fee estimate must be agreed upon by all parties.

10.2. The facility shall be designed in accordance with the Sponsor's Master Street Plan (if applicable), latest edition of AASHTO, "A Policy on Geometric Design of Highways and Streets"; the latest edition of NACTO, "Urban Bikeway Design Guide"; and ARDOT policies, current AREMA publications as appropriate and policies. Other appropriate AASHTO publications and guide specifications shall also be utilized. Upon completion of the contract, the Consultant shall furnish to the Sponsor all electronic files of the project design and plans, Adobe Acrobat PDF file format & AutoCad/Civil 3D file format.

10.3. All plans and surveys shall be in U.S. Foot Units and based on Arkansas State Plane Grid, localized in the existing Sponsor's Control Network, with ties to ARDOT control points.

Attachment B - Justification of Costs and Fees
July 22, 2025
Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Task Order No. 018
PROJECT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FIXED FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	38	$6,543	$785	$0	$7,328
ROADWAY DESIGN & PLANS	397	$53,439	$6,413	$0	$59,852
TRAFFIC ANALYSIS	198	$25,152	$3,018	$2,500	$30,670
SUBTOTAL TITLE I	**633**	**$85,134**	**$10,216**	**$2,500**	**$97,850**
TOTAL TITLE I	633	**$85,134**	**$10,216**	**$2,500**	**$97,850**
TOTAL PROJECT	633	**$85,134**	**$10,216**	**$2,500**	**$97,850**

Attachment B - Justification of Costs and Fees

July 22, 2025

Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)

Task Order No. 018

PROJECT SUMMARY BASIS OF ESTIMATE

Project Management		
Description	Number	Months
Contract Duration		5
Coordination Meetings	3	
Field Inspections	2	
General Notes, etc.		
On site surveys, environmental studies, and public meetings are not included in this scope of work.		

Roadway	
Description	Miles
Main Lanes	?
Side Roads	?
Ramps	?
Frontage Roads	?
Total	?
General Notes, etc.	

Bridge			
Description	Br. Widenings	Br. Replacements	MSE Ret. Walls
Main Lanes	?	?	?
Side Roads	?	?	?
Total	0	0	0
General Notes, etc.			

Attachment B - Justification of Costs and Fees
July 22, 2025
Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Task Order No. 018

PROJECT MANAGEMENT

MANHOURS								
TASK	Principal	Project Manager	Sr. Engineer/ Architect/ Planner	Engineer/ Architect/ Planner	Sr. Designer	Technician	Sr. Admin	TOTAL
Project Setup	2		2				2	6
Prepare Project Management Plan		2						2
General team coordination, team meetings		2	2	2				6
Kickoff meeting and general client coordination	2	2	2	2				8
Billing and project budget/schedule reviews		2						2
Roadway								0
ARDOT coordination meeting		2	2					4
Invoicing	2		6					8
Traffic								0
ARDOT coordination meetings (30%)			2					2
TOTAL MH - PROJECT MANAGEMENT	6	10	16	4	0	0	2	38

LABOR COSTS			
Category - Description	Rate	MH	Amount
Principal	$115.00	6	$690
Project Manager	$70.00	10	$700
Sr. Engineer/ Architect/ Planner	$60.00	16	$960
Engineer/ Architect/ Planner	$50.00	4	$200
Sr. Designer	$45.00	0	$0
Technician	$28.00	0	$0
Sr. Admin	$40.00	2	$80
		Subtotal	$2,630
	Overhead	148.787%	$3,913
		Subtotal	$6,543
		Fixed Fee	$785
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$7,328**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.00	$0.00
Printing (11 x 17 B&W)		each	$0.00	$0.00
Printing (8 1/2 x 11 color)		each	$0.00	$0.00
Printing (11 x 17 Color)		each	$0.00	$0.00
Mileage (provide a basis for the estimate)		miles	$0.700	$0.00
Lodging - statewide (x nights / x persons)		night	$132.00	$0.00
Meals - 1st day & last day travel Statewide Lunch/Dinner (# persons)		day	$51.00	$0.00
Meals - Statewide B/L/D (# days x # persons)		day	$68.00	$0.00
(Other direct expenses - detail here and the billing units)		each	$0.00	$0.00
			Subtotal Expenses	$0.00
			Subtotal Expenses (rounded)	$0
			TOTAL COSTS - PROJECT MANAGEMENT	**$7,328**

Attachment B - Justification of Costs and Fees
July 22, 2025
Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Task Order No. 018

ROADWAY DESIGN & PLANS

MANHOURS

TASK	Principal	Project Manager	Sr. Engineer/ Architect/ Planner	Engineer/ Architect/ Planner	Sr. Designer	Technician	Sr. Admin	TOTAL
Alternative Development/Quantities/Costs		2	2	4	4			12
Kickoff and coordination meetings	**3**	3	3	3	3			15
Alternative Displays, Duration/Cost Options		2	4					6
Feasibility Study								0
Site Visits as needed for Design		8	8					16
Layout roundabout & ramp widening	2	8	24	120	40			194
Displays		4	16	24	24			68
Report writing		2	8	16				26
QA/QC	**2**	4	16	24				46
Cost Estimates		2	4	4	4			14
								0
								0
								0
								0
								0
								0
TOTAL MH - ROADWAY DESIGN & PLANS	7	35	85	195	75	0	0	397

LABOR COSTS

Category - Description	Rate	MH	Amount
Principal	$115.00	7	$805
Project Manager	$70.00	35	$2,450
Sr. Engineer/ Architect/ Planner	$60.00	85	$5,100
Engineer/ Architect/ Planner	$50.00	195	$9,750
Sr. Designer	$45.00	75	$3,375
Technician	$28.00	0	$0
Sr. Admin	$40.00	0	$0
		Subtotal	$21,480
	Overhead	148.787%	$31,959
		Subtotal	$53,439
		Fixed Fee	$6,413
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$59,852**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.00	$0.00
Printing (11 x 17 B&W)		each	$0.00	$0.00
Printing (8 1/2 x 11 color)		each	$0.00	$0.00
Printing (11 x 17 Color)		each	$0.00	$0.00
Mileage (provide a basis for the estimate)		miles	$0.700	$0.00
Lodging - statewide (x nights / x persons)		night	$132.00	$0.00
Meals - 1st day & last day travel Statewide Lunch/Dinner (# persons)		day	$51.00	$0.00
Meals - Statewide B/L/D (# days x # persons)		day	$68.00	$0.00
(Other direct expenses - detail here and the billing units)		each	$0.00	$0.00
			Subtotal Expenses	$0.00
			Subtotal Expenses (rounded)	$0
			TOTAL COSTS - ROADWAY DESIGN & PLANS	**$59,852**

Attachment B - Justification of Costs and Fees
July 22, 2025
Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Task Order No. 018

TRAFFIC ANALYSIS

MANHOURS

TASK	Principal	Project Manager	Sr. Engineer/ Architect/ Planner	Engineer/ Architect/ Planner	Sr. Designer	Technician	Sr. Admin	TOTAL
Note - all tasks include QA/QC and revisions								
Data Collection								0
Traffic Counts Review- 4 6-hr TMCs, 3 48-hr Class (ODCS - 2K)			2		4			6
Field Visit - 2 staff			2		2			4
Traffic Forecasting								0
Growth Rate Development - using historical traffic data, historical and projected population data, no travel demand modeling			4		8			12
Traffic Volumes - 4 Intersections in 4 Scenarios (Design Year No Build + 3 Build Alternatives)			8		20			28
Traffic Analysis								0
Synchro Analysis (MOEs are Intersection Capacity, LOS) - 4 intersections in 4 scenarios			16		32			48
SimTraffic Analysis (MOEs are Intersection 95th %ile queues) - 4 intersections in 4 scenarios			8		12			20
HCS Analysis - for ramp tapers as needed and ramp merge, Northbound Interstate Only			16		8			24
Traffic Report								0
Traffic Forecasting Methodology and Diagrams			8		16			24
Traffic Analysis Methodology and Results			16		16			32
								0
								0
	0	0	80	0	118	0	0	198

LABOR COSTS

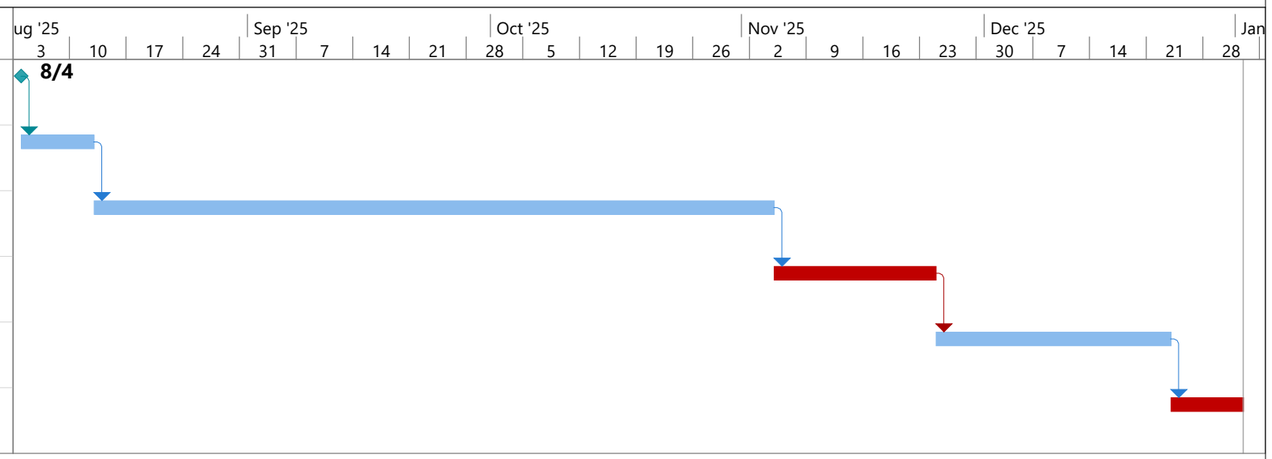
Category - Description	Rate	MH	Amount
Principal	$115.00	0	$0
Project Manager	$70.00	0	$0
Sr. Engineer/ Architect/ Planner	$60.00	80	$4,800
Engineer/ Architect/ Planner	$50.00	0	$0
Sr. Designer	$45.00	118	$5,310
Technician	$28.00	0	$0
Sr. Admin	$40.00	0	$0
		Subtotal	$10,110
	Overhead	148.787%	$15,042
		Subtotal	$25,152
		Fixed Fee	$3,018
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$28,170**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.00	$0.00
Printing (11 x 17 B&W)		each	$0.00	$0.00
Printing (8 1/2 x 11 color)		each	$0.00	$0.00
Printing (11 x 17 Color)		each	$0.00	$0.00
Mileage (provide a basis for the estimate)		miles	$0.700	$0.00
Lodging - statewide (x nights / x persons)		night	$132.00	$0.00
Meals - 1st day & last day travel Statewide Lunch/Dinner (# persons)		day	$51.00	$0.00
Meals - Statewide B/L/D (# days x # persons)		day	$68.00	$0.00
Traffic Counts	1	total	$2,500.00	$2,500.00
			Subtotal Expenses	$2,500.00
			Subtotal Expenses (rounded)	$2,500
			TOTAL COSTS - TRAFFIC ANALYSIS	**$30,670**

Job 040966, I-49/Stephen Car Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Attachment C
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		NTP	0 days	Mon 8/4/25	Mon 8/4/25	
2		Alternative Evaluation	7 days	Mon 8/4/25	Tue 8/12/25	1
3		Feasibility Study	60 days	Wed 8/13/25	Tue 11/4/25	2
4		ARDOT Review	14 days	Wed 11/5/25	Mon 11/24/25	3
5		Revisions	21 days	Tue 11/25/25	Tue 12/23/25	4
6		ARDOT Review	7 days	Wed 12/24/25	Thu 1/1/26	5



Project: Design Schedule
Date: Tue 7/22/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

MASTER AGREEMENT ADDENDUM

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)
MICHAEL BAKER INTERNATIONAL, INC.
INCORPORATION OF PROJECT SPONSOR

1. INCORPORATION OF SPONSOR

1.1. This Addendum is made and entered into as an addition to the Agreement dated February 18, 2025, between the Arkansas Department of Transportation (ARDOT) and Michael Baker International, Inc., “Consultant”, (hereinafter referred to as the "Agreement"). The purpose of this Addendum is to incorporate the City of Fayetteville as the “Sponsor”, into the Agreement, ensuring all provisions, terms, and conditions of the Agreement are binding and applicable to the local agency.

1.2. The Sponsor is hereby added as a party to the Agreement and shall have all the rights, obligations, and responsibilities outlined in the original Agreement, as applicable. The Consultant agrees to provide services to the Sponsor as outlined in the Agreement, subject to all terms and conditions.

2. RESPONSIBILITIES

2.1. ARDOT will retain oversight and management authority to ensure compliance with applicable state and federal regulations. The Sponsor assumes responsibility for approving deliverables and milestones specific to the Sponsor's projects and coordinating directly with the Consultant for day-to-day project management and decisions.

2.2. The Consultant’s compensation for services rendered to the Sponsor shall be paid in accordance with the terms outlined in the Agreement. Payments for Sponsor-specific projects shall be made from Sponsor funds, subject to any ARDOT oversight or approval requirements as stipulated in the Agreement and reimbursed upon proof of payment for service and demonstrated adherence to Federal Acquisitions Regulation (FAR) Cost Principles.

2.3. The Sponsor shall be included alongside ARDOT in any provisions regarding indemnification, liability, or insurance requirements as outlined in the Agreement.

2.4. The Consultant shall comply with all federal, state, and local laws, regulations, and policies applicable to services performed for the Sponsor under this Agreement, as required for ARDOT administered agreements.

2.5. The Consultant shall maintain records for Sponsor-specific projects in accordance with the Agreement's requirements for audit and financial review. ARDOT retains the authority to review and audit records for Sponsor-administered projects to ensure compliance with applicable state and federal requirements.

2.6. This Addendum may be modified or terminated only by mutual written agreement of ARDOT, the Sponsor, and the Consultant. Termination of the Agreement or this Addendum does not relieve the Consultant of obligations related to prior services performed for the Sponsor.

2.7. All terms, conditions, and provisions of the original Agreement are hereby incorporated by reference into this Addendum and made applicable to the Sponsor, unless expressly modified herein.

3. CERTIFICATION OF SPONSOR

3.1. The Mayor of the City of Fayetteville certifies that neither the aforementioned consulting firm nor its representative has not been required, either directly or indirectly, as a condition for obtaining or executing this contract, to:

3.1.1. Employ or retain any firm or person, or agree to do so.

3.1.2. Pay or agree to pay any fees, contributions, donations, or any other form of consideration to any firm, person, or organization.

3.1.3. Except as expressly stated herein (if applicable).

4. NOTICE

Arkansas Department of Transportation
10324 Interstate 30
Post Office Box 2261
Little Rock, AR 72203
ConsultantContracts@ARDOT.gov

Michael Baker International, Inc.
Mike Stengel
3425 North Futrall Drive, Suite 101
Fayetteville, AR 72703
mhstengel@mbakerintl.com

City of Fayetteville
Molly Rawn, Mayor
113 W. Mountain St.
Fayetteville, AR 72701
mayor@fayetteville-ar.gov

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

MICHAEL BAKER INTERNATIONAL, INC.

BY: _____
Mike Stengel
Vice President

ARKANSAS STATE HIGHWAY COMMISSION

BY: _____
Jared D. Wiley, P.E.
Director

CITY OF FAYETTEVILLE

BY: _____
Molly Rawn
Mayor

Disclaimer: This contract is being electronically signed. The DocExpress Document Signing History will be located on the final page of the executed contract. This document will have all dates and electronic signatures applicable to the execution of this contract.

MASTER AGREEMENT

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)

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PREAMBLE

THIS AGREEMENT, entered into by and between the Arkansas State Highway Commission ("Commission"), acting by and through its Director ("Director"), as authorized by Commission Action on June 19, 2024, and Michael Baker International, Inc. ("Consultant"), sets forth the terms and conditions under which the Consultant will provide services as needed to the Arkansas Department of Transportation (ARDOT) and Local Public Agencies (Project Sponsors) for professional services as detailed herein.

WITNESSETH:

WHEREAS, on-call service contracts have been found to be an effective method of supplementing existing staff; and

WHEREAS the procurement of an additional group of on-call consultants for local Federal-aid projects will streamline the project delivery process and expedite the use of funding that is allocated to local public agencies; and

WHEREAS, the purpose of this Agreement is to define the terms and conditions under which ARDOT, operating under its authority pursuant to applicable State and Federal laws, will oversee professional services provided by the Consultant in support of Project Sponsors. This oversight ensures the efficient, effective, and compliant use of Federal funds for transportation improvements that serve the public interest; and

WHEREAS, the Consultant's staff is well qualified, capable, and has capacity to complete anticipated projects on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Commission to obtain the assistance of the Consultant's organization to provide professional services associated with local public agency projects.

1. PRELIMINARY MATTERS

1.1. ***DOT:*** The United States Department of Transportation.

1.2. ***FHWA:*** The Federal Highway Administration.

1.3. ***FAR:*** Federal Acquisition Regulations, codified in Title 48 Code of Federal Regulations (CFR).

1.4. ***ARDOT OR DEPARTMENT:*** Collectively the Arkansas State Highway Commission and the Arkansas Department of Transportation.

1.5. ***CHIEF ENGINEER:*** The Chief Engineer–Preconstruction of the Arkansas Department of Transportation.

1.6. ***ASSISTANT CHIEF ENGINEER:*** Assistant Chief Engineer–Program Delivery of the Arkansas Department of Transportation.

1.7. ***CONSULTANT'S REPRESENTATIVE:*** The individual designated to act as the primary point of contact and authorized agent for all matters related to the execution, performance, and administration of this Agreement. The Consultant's Representative shall have the authority to make decisions, communicate on behalf of the Consultant, and ensure compliance with the terms and conditions of the contract.

1.8. ***CONTRACT PRICE:*** The aggregate amount of allowable costs and fees to be paid to the Consultant under this Agreement.

1.9. ***FEE:*** Whether fixed or otherwise, a dollar amount that includes profit paid to the Consultant for work completed.

1.10. ***INDIRECT COST RATE OR ICR:*** A percentage used in contracts to allocate indirect costs to direct costs or activities, determined by dividing the allowable indirect costs by an equitable allocation base, in compliance with the cost principles outlined in FAR Part 31. The maximum allowable ICR shall be approved by the Department for use by the Consultant.

1.11. ***MULTIPLIER:*** A calculated mark-up of direct hourly salary rates based on a Department-approved indirect cost rate, which includes overhead and profit.

1.12. ***PROJECT SPONSOR:*** The Project Sponsor, which may include, but is not limited to, a city, county, municipality, or other governmental entity responsible for initiating, managing, and implementing a project funded in whole or in part through Federal or State assistance. The Project Sponsor is tasked with ensuring compliance with all applicable laws, regulations, and funding requirements and serves as the primary authority for project execution within its jurisdiction.

1.13. ***SPONSOR'S REPRESENTATIVE:*** The individual designated by the Sponsor to act as its authorized agent for all matters related to the administration, execution, and oversight of this Agreement, and to serve as the primary point of contact for the Consultant, Department, and other stakeholders, ensuring the Sponsor's interests and responsibilities are effectively managed for the Agreement duration.

1.14. ***TITLE I SERVICES:*** The FHWA designation of funding for preconstruction services provided before the award of a construction contract.

1.15. ***TITLE II SERVICES:*** The FHWA designation of funding for services provided after the award of a construction contract.

1.16. ***PROJECT OR TASK ORDER:*** Refers to individual assignments, tasks, or scopes of work issued under this Agreement, each representing a distinct effort or deliverable to be performed by the Consultant. Each Project is governed by a specific work authorization that details the objectives, scope, schedule, contract value, and deliverables required for that assignment.

1.17. ***AGREEMENT OR CONTRACT:*** Legally binding documents including the Master Agreement and all referenced or added by Addenda, Appendices, Task Orders, Supplemental Agreements, Subcontracts, and Subconsultant Agreements.

1.18. ***ADDENDUM:*** A supplementary document executed as an amendment to this Agreement, formally incorporating a specific Project Sponsor as a contract authority for this Agreement. The Addenda shall define the Project Sponsor, its associated responsibilities, project-specific terms applicable to the services provided under this Agreement and extend the terms of this Agreement to the Project Sponsor, maintaining any and all contract terms and obligations.

1.19. ***DEFAULT:*** The material failure of the Consultant to perform any of the provisions of this Agreement. Default includes, but is not limited to, material failure to complete phases of the work according to schedule or material failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with applicable Federal and State laws enforced as of the effective date of this Agreement, and failure to comply with certifications made in or pursuant to this Agreement.

1.20. ***SUBCONTRACT:*** A formal agreement between the Consultant and another entity to perform a portion of the work or services required under this Agreement or an assigned Task Order. Subcontracts must comply with FAR, the terms and conditions of this Agreement, and are subject to the approval of the Department and Project Sponsor, as applicable.

1.21. ***SUBCONSULTANT:*** A subcontractor providing professional, technical, or other services directly related to the scope of this Agreement or an assigned Task Order. A subcontract shall be deemed defined and appended to the Agreement in the form of a Subconsultant Agreement when the services are governed by FAR Subpart 36.6 - Architect-Engineer Services.

2. PARTIES TO THE AGREEMENT

2.1. The Consultant's Representative may only be amended as authorized by Supplemental Agreement and shall:

2.1.1. Serve as the primary point of contact and authorized agent for the Consultant under this Agreement.

2.1.2. Be responsible for compliance with Agreement obligations.

2.1.3. Be responsible for timely completion of assigned tasks.

2.2. ***ARDOT'S REPRESENTATIVE FOR CONTRACT MATTERS*** is the Division Head of Consultant Contracts, who will:

2.2.1. Administer and resolve matters related to the overall Agreement.

2.2.2. Ensure compliance with contractual terms.

2.2.3. Oversee negotiation of costs and fees and coordinate execution of the Agreement. Addenda, Task Orders, and Supplemental Agreements, as applicable.

2.2.4. Act as the primary liaison between ARDOT and the Consultant for Agreement matters.

2.3. ***ARDOT'S REPRESENTATIVE FOR COORDINATION AND TASK ORDER SERVICES*** is the Division Head of Local Programs, who will:

2.3.1. Oversee Task Order assignments for the Agreement.

2.3.2. Approve scopes of work.

2.3.3. Monitor Task Order progress.

2.3.4. Address project-specific inquiries.

2.3.5. Ensure deliverables align with the objectives and timelines of Task Orders.

2.4. ***THE PROJECT SPONSOR AND PROJECT SPONSOR'S REPRESENTATIVE*** will be defined and added to the Agreement by Addendum. The Project Sponsor's Representative will:

2.4.1. Serve as the primary point of contact for the Project Sponsor.

2.4.2. Provide all necessary project information and approvals in a timely manner to avoid delays.

2.4.3. Maintain detailed recordkeeping and management of assigned projects.

2.4.4. Transmit information to project stakeholders.

2.4.5. Perform detailed reviews of the Consultant's deliverables.

2.4.6. Transmit deliverables to ARDOT for review and approval as required.

2.4.7. Address project-specific issues and concerns.

2.4.8. Coordinate with ARDOT's Representatives to resolve project-specific issues.

2.4.9. Ensure progress payments and invoice records are complete, accurate, and compliant prior to submittal to ARDOT for reimbursement.

3. RESPONSIBILITY MATTERS

3.1. *GENERAL PROVISIONS*

3.1.1. Neither the employees of the Consultant nor those of its subconsultants, if applicable, shall be considered employees of ARDOT or the Project Sponsor for any purposes under this Agreement.

3.1.2. The Consultant affirms that it has no interest, direct or indirect, that would conflict in any way with its obligations under this Agreement. Furthermore, the Consultant shall not enter into any other agreements during the term of this Agreement that would create a conflict of interest with the services provided herein or that would adversely affect ARDOT or the Project Sponsor in relation to this Agreement.

3.1.3. Notwithstanding any review, approval, acceptance, or payment by ARDOT or the Project Sponsor, the Consultant shall remain responsible for the professional Standard of Care of services furnished under this Agreement.

3.1.4. The Consultant shall demonstrate to ARDOT and/or the Project Sponsor's representative the implementation of quality assurance measures in its work. This includes identifying individuals responsible for the completeness and technical accuracy of services provided, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates..

3.1.5. When services are design related, the Consultant agrees to adhere to the requirements outlined in ARDOT and FHWA design standards, which are incorporated into this Agreement by reference.

3.1.6. ARDOT and/or the Project Sponsor retain the right, at their discretion, to submit any portion of the Consultant's work for review by independent consulting engineers engaged for that purpose. The Consultant shall fully cooperate with such reviews.

3.1.7. The Consultant shall employ only qualified and competent personnel to perform the work under this Agreement.

3.1.8. The rights and remedies provided to ARDOT and/or the Project Sponsor under this Agreement are in addition to any other rights and remedies provided by law.

3.1.9. If the Consultant consists of more than one legal entity, all such entities shall be jointly and severally liable under this Agreement.

3.1.10. General Provisions shall apply to subconsultants, if applicable, and shall be incorporated into subcontract provisions.

4. CONTRACT AUTHORITY

4.1. ***ARDOT AND THE PROJECT SPONSOR SHALL***:

4.1.1. Approve or disapprove actions related to the Agreement, including Task Order assignment and cost negotiation with the Consultant.

4.1.2. Oversee the execution, modification, and renewal of the Agreement, Addenda, Task Orders, and Supplemental Agreements.

4.1.3. Monitor costs and deliverables to ensure adherence to project scopes of work and applicable Federal and State requirements.

4.2. ***ARDOT SHALL:***

4.2.1. Promptly review proposed Task Order costs, fees, scopes, and deliverables.

4.2.2. Provide guidance to all project stakeholders on Department policies and procedures.

4.2.3. Review and post eligible reimbursements to the Project Sponsor for invoiced services paid to the Consultant.

4.2.4. Monitor project costs and budgets to ensure Federal funding compliance.

4.2.5. Reimburse the Project Sponsor for eligible Federal matching funds or other applicable funding sources in accordance with Agreement terms.

4.2.6. Coordinate with the FHWA and provide guidance to Project Sponsors and Consultants as needed.

4.3. ***THE PROJECT SPONSOR SHALL:***

4.3.1. Promptly review proposed Task Order costs, fees, scopes, and deliverables.

4.3.2. Assume responsibility for local administration and management of assigned Task Orders, including alignment with the scope of work.

4.3.3. Review and approve Consultant invoices.

4.3.4. Notify ARDOT of significant changes to project scope, schedule, or budget.

4.3.5. Adhere to applicable Federal, State, and local laws, regulations, and guidelines.

4.3.6. Maintain compliance with the National Environmental Policy Act (NEPA), the Uniform Act, the Americans with Disabilities Act (ADA) requirements, and other Federal mandates.

4.3.7. Submit complete and accurate invoices for reimbursement to ARDOT, proof of payment rendered to Consultant, and other supporting documentation, as applicable.

4.3.8. Monitor project ceilings and ensure proper allocation of costs in accordance with Task Orders.

4.3.9. Retain project records for audit purposes.

4.3.10. Address project risks, delays, cost overruns, or compliance issues, and notify ARDOT immediately if they may impact project timelines or funding.

4.3.11. Assist ARDOT in resolving disputes with the Consultant when required.

5. PROJECT COORDINATION

5.1. ***COORDINATION MEETINGS:*** The Consultant shall organize and participate in coordination meetings as necessary with representatives of the Project Sponsor, ARDOT, and FHWA to ensure effective communication and collaboration. These meetings will provide updates on project progress and address any issues requiring input or direction from the Project Sponsor, ARDOT, or FHWA.

5.2. ***WORK REVIEW LOCATION:*** The Consultant's work and all files and documents produced under this Agreement may be reviewed by representatives of the Project Sponsor, ARDOT, and FHWA at the Consultant's project office.

5.3. ***ENTRY UPON PRIVATE PROPERTY:*** The Project Sponsor shall notify private landowners of the Consultant's need for access to private property using a letter drafted by the Consultant. The Consultant shall only enter private property with the landowner's consent and notify the Project Sponsor if access is denied.

5.4. ***INACTIVE FEDERAL FUNDS AND POSITIVE PROGRESS:*** The parties acknowledge the importance of timely use of Federal funds to comply with FHWA's guidance and avoid de-obligation or loss of funding. The Consultant, Project Sponsor, and ARDOT shall ensure positive progress in fulfilling their respective obligations under the Agreement to maintain funding eligibility and avoid delays.

6. CONTRACT CEILINGS

6.1. The maximum amount payable for Title I Services under this Agreement is $4,000,000.

6.2. The maximum amount payable for Title II Services under this Agreement is $4,000,000.

6.3. The maximum amount payable for all services under this Agreement is $8,000,000.

6.4. ***TASK ORDER CEILING PRICE:*** Each Task Order will include a defined ceiling amount for Title I Services, Title II Services, or both as applicable. For design services Task Orders where effort is included as a placeholder for services to be performed during Construction, both Title I and Title II Ceiling prices shall be defined.

6.5. The Consultant shall not incur costs exceeding any specified Contract Ceiling without prior approval in the form of a Supplemental Agreement. Aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. No adjustment of the Indirect Cost Rate, other adjustment, claim or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless modified by Supplemental Agreement.

7. TASK ORDERS

7.1. ***CONTRACT STRUCTURE:*** In exchange for services performed, the Consultant will be compensated as outlined in Task Orders issued under this Agreement. Task Orders shall define the scope, negotiation, and payment terms, and will follow one of the following structures:

7.1.1. ***COST PLUS-FIXED-FEE TASK ORDER:*** Payment will be made for all allowable and pre-approved direct and indirect costs incurred during the performance of the work, plus a predetermined Fixed Fee.

7.1.2. ***LUMP SUM (FIRM FIXED FEE) TASK ORDER:*** Compensation will consist of a specified, predefined fee that represents full payment for all costs associated with the performance of the work, including labor, materials, overhead, and profit. Services shall be invoiced monthly as a percentage of the total work completed or upon achieving milestones as defined in the Task Order.

7.1.3. ***SPECIFIC RATE OF COMPENSATION TASK ORDER:*** Payment will be based on approved labor and activity rates specified in the Task Order. Compensation for overhead and profit will be calculated by applying an approved Multiplier to the applicable salary rate. The Fee includes all costs to be incurred by the Consultant, and no additional reimbursement will be made for costs exceeding those negotiated in the individual Task Order. The Consultant assumes responsibility for all costs and risks associated with fulfilling the obligations of the Task Order.

7.2. ***GENERAL TASK ORDER PROVISIONS:*** Regardless of the type of Task Order, the Consultant shall not be reimbursed for any costs exceeding the Task Order Ceiling unless modified through a Supplemental Agreement.

7.2.1. The Consultant is responsible for managing all costs and risks associated with fulfilling the obligations under the Task Order.

7.2.2. Payment will only be made for work completed in accordance with the scope and requirements outlined in the Task Order's Scope of Work.

7.2.3. The Consultant will only be compensated for work actually performed.

8. ALLOWABLE COSTS

8.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in FAR and the State of Arkansas Travel Regulations as adopted by the Department's Accounting Manual, which are expressly incorporated into this Agreement by reference. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement.

8.2. ***COST ELIGIBILITY:*** Costs eligible for payment include only:

8.2.1. Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement.

8.2.2. Direct labor.

8.2.3. Direct travel.

8.2.4. Other direct in-house costs as specified and allowed by the Task Order.

8.2.5. Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts.

8.2.6. Allowable payments made to the Consultant's subconsultants under similar cost standards and as provided for in the Task Order.

8.3. ***MAXIMUM DIRECT HOURLY RATES:*** All labor categories that the Consultant anticipates utilizing for work assigned will be negotiated for the term of the Task Order. No salary above the rates agreed upon in the Task Order nor any salary classifications not included in the Task Order will be allowed for billing or fee negotiation purposes without written prior approval.

8.4. ***OVERTIME COSTS*** shall be reimbursed only when the overtime has been authorized in writing. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all Federal and State wage and hour laws and regulations, regardless of whether the overtime is considered reimbursable under this Agreement.

8.5. ***NON-SALARY DIRECT RATES:*** If applicable, non-salary direct rates such as unit rates for specific services shall be negotiated for each individual Task Order.

9. COSTS NOT ALLOWED

9.1. ***COST CONTROL AND FEE INTEGRITY:*** The Consultant is responsible for ensuring that the staff assigned to perform services under a Task Order are substantially representative of those presented during the negotiation of Task Order costs and fees. Billing for salary classifications not included in the Task Order or at rates exceeding the approved maximum hourly rates is prohibited unless prior written authorization is obtained from the Project Sponsor and the Department. Notwithstanding any other clause of this Agreement, ARDOT or the Project Sponsor may, at any time, issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under an assigned Task Order if such costs are determined not to be allowable under the terms of the Agreement.

9.2. If the Consultant's staff are compensated at rates higher than the allowable billing rates, the excess amount shall be borne by the Consultant and not passed on to the Department or Project Sponsor.

9.3. If a subsequent audit determines that***:*** (1) items not properly reimbursable have been reimbursed as direct costs; or (2) the Indirect Cost Rate includes items not allowable under FAR, the following actions shall apply***:*** the Indirect Cost Rate will be retroactively amended to reflect only allowable indirect costs incurred, and for both direct and indirect costs, the offset of overpayments will be made on future payments, or the Consultant shall refund any overpayment.

9.4. Failure to issue a notice under this section shall not waive or otherwise limit the Project Sponsor's or ARDOT's right to disallow payment for any incurred costs determined to be unallowable under the terms of this Agreement. This right applies to both current payment requests and any payments later determined to have been made in error.

10. INVOICING

10.1. The Consultant shall submit a detailed invoice no more than once monthly, and no more than thirty days following the performance of work by either by the Consultant or any applicable subcontractors supported by:

10.1.1. A statement of the claimed allowable costs submitted for performing the Task Order services.

10.1.2. The estimated amount and value of assigned services that have been completed for the Task Order to date.

10.1.3. Additional information requested by the Project Sponsor or ARDOT including invoice calculations in native files format.

10.2. ***INVOICE REQUIREMENTS:*** Each invoice must be provided on a template approved of or provided by ARDOT. The invoice shall include cost, and fees claimed for the specific Task Order since submittal of the last invoice. Invoices shall include the following details:

10.2.1. Consultant's name and address.

10.2.2. Federal Tax ID Number.

10.2.3. Job name and number.

10.2.4. Task Order number.

10.2.5. ARDOT-specific Invoice Number.

10.2.6. Invoice date and billing start/end dates.

10.2.7. Total earned for the period.

10.2.8. Total amount due for the period detailing deductions for previous overpayments, errors, or credits applied.

10.2.9. Project-to-date billing totals.

10.2.10. Consultant's signature and certifying statement.

10.3. ***INVOICE APPROVAL:*** Upon approval of the invoice, payment shall be made to the Consultant as soon as practicable. Payment will include all allowable costs and the approved portion of the agreed-upon fee less any previous payments. Notwithstanding any other provision of this Agreement, only costs and fees deemed allowable under Subpart 31.2 of the FAR, as in effect on the date of this Agreement, and in accordance with the terms of this Agreement, shall be reimbursed or paid. Invoices shall be submitted to the Project Sponsor for payment as directed in the Task Order.

10.4. ***FINAL INVOICE:*** The Consultant shall submit a final invoice, designated as such, promptly upon completion of the work, but no later than forty-five (45) days after the date that work assigned by a Task Order is complete. Upon approval of the final invoice, and upon the Consultant's compliance with all terms of this Agreement, the Project Sponsor shall promptly pay any balance of allowable costs and estimated fee owed to the Consultant. After the final release, the Consultant shall continue to provide services as needed through Supplemental Agreement(s) with respect to the contracted services under this Agreement until project completion.

10.5. ***FINAL RELEASE:*** As a condition precedent to receiving **final payment** for services rendered for an assigned Task Order, the Consultant shall execute and deliver to both the Project Sponsor and ARDOT a release of all claims arising under or by virtue of the Task Order. This release shall include all claims known or that reasonably could have been known to exist, except for any claims explicitly stated and excepted by the Consultant in the release, with the amounts of such claims clearly specified.

11. TRAVEL REGULATIONS

11.1. ***USE OF PUBLIC FUNDS FOR TRAVEL:*** Travel costs, including transportation, lodging, and meals, shall be reasonable and necessary to achieve the objectives of the assigned work.The Consultant shall incur expenses economically and in accordance with applicable Federal, State and ARDOT regulations and policies governing the use of public funds.

11.2. ***TRAVEL REIMBURSEMENT:*** Reimbursement for approved travel expenses shall reflect actual expenses for meals and lodging not exceeding the maximum allowable rates.Travel reimbursement is not a per diem.

11.3. ***DISALLOWANCE OF NON-COMPLIANT TRAVEL COSTS:*** Travel costs may be disallowed and deemed non-reimbursable if ARDOT or the Project Sponsor determines that:

11.3.1. The travel expenses exceed allowable costs as defined by Federal and State guidelines, ARDOT policies, or the Agreement.

11.3.2. The travel was not required or necessary for the completion of the tasks associated with the assigned work.

11.3.3. Appropriate documentation for travel expenses, as required under the terms of this Agreement, is not submitted within the timeline set forth for the submission of invoices.

11.4. Failure to comply with these requirements will result in the Consultant bearing the costs of non-compliant or undocumented travel expenses, with no entitlement to reimbursement.

11.5. ***TRAVEL DAY:*** Travel status typically begins after breakfast on the first day of travel and ends before dinner on the final day of travel. Travelers are eligible for 75% of the standard meal allowance on both the first and last days of travel. Meals will generally not be reimbursed without a lodging reimbursement request. An exception may be granted if the Consultant is in overnight travel status but does not claim lodging expenses when an alternative accommodation arrangement (for example, a shared short-term rental) is detailed and demonstrates cost-savings compared to standard lodging.

11.6. ***TRAVEL REIMBURSEMENT FORM:*** The standard ARDOT form for the Consultant's travel must be attached to invoices when reimbursement for lodging and meals is claimed or requested.

11.7. ***MAXIMUM DAILY ALLOWANCE FOR MEALS AND LODGING:*** Compensations shall be made at the mileage reimbursement and standard meal and lodging rates set forth in by the General Services Administration's (GSA) Federal Travel Directory. GSA at the time of travel.

11.8. ***FULL TRAVEL DAY REIMBURSEMENT:*** The Project Sponsor shall pay, and ARDOT shall reimburse, no more than the maximum daily reimbursement for actual expenses incurred according to ARDOT's policy and procedures.

11.9. ***PARTIAL TRAVEL DAYS:*** Partial travel days shall be reimbursed based on the traveler's departure and return time based on the Standard Rate.

12. WITHHOLDING PAYMENT

12.1. Withholding payment to the Consultant under this provision shall in no way relieve the Consultant of its obligation to continue to perform services as assigned.

12.2. The Project Sponsor may withhold disputed payments to cover thefollowing:

12.2.1. Third party claim(s) against the Project Sponsor or ARDOT as covered by the indemnification terms of this Agreement which are the result of the Consultant's negligence.

12.2.2. Fraud, over-billing, or overpayment.

12.2.3. Costs not defined in the Task Order including fees for unapproved subcontracts.

12.2.4. Failure to make prompt payments to subcontractors per Agreement and subcontract terms.

12.2.5. Failure to meet the Standard of Care defined in this Agreement.

12.3. By extension, ARDOT reserves the right to withhold reimbursement to the Project Sponsor for payments made to the Consultant if any of the conditions under which the Project Sponsor may withhold payment from the Consultant apply. Consequently, it is the responsibility of the Project Sponsor to diligently uphold its obligation to ensure its payments to the Consultant comply with funding requirements to avoid potential loss of anticipated reimbursement and future funding opportunities.

13. STOP WORK ORDERS

13.1. At any time, ARDOT or the Project Sponsor, in coordination with ARDOT, may issue a written order to the Consultant requiring a temporary suspension of all or part of the work assigned under this Agreement. This suspension may last for a period of up to 90 days or longer if mutually agreed upon by the parties. Upon receipt of such an order, the Consultant shall promptly comply and take all reasonable steps to minimize costs associated with the suspended work during the suspension period.

13.2. During the suspension period, ARDOT or the Project Sponsor, in coordination with ARDOT, will determine whether to:

13.2.1. Cancel the stop work order and direct the Consultant to resume work; or

13.2.2. Terminate the work in accordance with the Agreement's termination provisions.

13.3. If the stop work order is canceled or its period (including any agreed extensions) expires, the Consultant shall promptly resume the work. If the suspension was not due to the Consultant's default under the Agreement, and it results in additional time or costs for the Consultant to perform its obligations, ARDOT will make an equitable adjustment to the delivery schedule, fee, or both. Any such adjustments will be formalized by Supplemental Agreement.

13.4. The Consultant must comply with the Agreement's requirements for notifying ARDOT of potential claims or disputes resulting from a stop work order.

14. COMMENCEMENT, TERM, AND COMPLETION

14.1. Notwithstanding the date of execution or signature, this Agreement shall not become effective until formal Notice to Proceed is issued. The effective date of this Agreement shall be the date specified in the Notice to Proceed.

14.2. This Agreement shall commence on the effective date set forth and remain in effect until the completion of the Consultant's services issued as Task Orders under this Agreement.

14.3. Task Orders may be issued under the terms of this Agreement beginning on the effective date set forth. The termination date and final date for execution of Task Orders under this Agreement is **DECEMBER 31, 2028.**

14.4. The Consultant shall commence work according to the schedule detailed in each Task Order schedule within ten (10) business days after receiving written Notice to Proceed.

14.5. If services are specified to be performed in phases, each subsequent phase will begin upon written approval of the preceding phase by ARDOT, the Project Sponsor, or both, as detailed in the Task Order.

14.6. The Consultant shall not be entitled to compensation for services performed for any Task Order, Supplemental Agreement, or phase without prior notice to proceed by the authority or authorities detailed in this Agreement.

14.7. Time is of material consideration in the performance of Task Order services under this Agreement. The Consultant shall adhere to the schedule and completion date detailed in the Task Order. ARDOT and the Project Sponsor, as applicable, will provide necessary approvals in a timely manner.

15. FUNDING LIMITATIONS

15.1. The obligations of ARDOT and the Project Sponsor under this Agreement are contingent upon the availability of appropriated funds from which payments can be made during the current and subsequent fiscal years for the duration of this Agreement. This includes funds appropriated by the State of Arkansas and those provided by the United States or other funding sources.

15.2. No legal liability on the part of ARDOT, the Project Sponsor, or any other participating entity shall arise under this Agreement until sufficient funds are appropriated, allocated, and made available for the performance of the services outlined herein. ARDOT and the Project Sponsor reserve the right to modify, suspend, or terminate this Agreement or any associated Task Orders if sufficient funding is not appropriated or becomes unavailable for any reason, including changes to Federal, State, or local funding levels.

16. TERMINATION

16.1. ARDOT may terminate this Agreement, or any individual Task Order, in whole or in part, for its convenience or due to the Consultant's default. Termination will be initiated by written notice to the Consultant.

16.2. The Project Sponsor in coordination with ARDOT may terminate an individual Task Order.

16.3. Upon receiving notice of termination, the Consultant shall:

16.3.1. Immediately discontinue all affected services, unless otherwise directed in the notice.

16.3.2. Deliver to ARDOT or the Project Sponsor, as applicable, all materials, information, and documents related to the Agreement or Task Order, whether completed or in progress.

16.3.3. Terminate subcontracts to the extent they pertain to the terminated work.

16.3.4. If requested by ARDOT, assign all rights, title, and interest in terminated subcontracts to ARDOT, allowing ARDOT to resolve any claims or disputes arising from those subcontracts without waiving its own claims against the Consultant.

16.3.5. Settle any outstanding liabilities from terminated subcontracts, with ARDOT's approval or ratification, provided the costs are allowable under the Agreement.

16.3.6. Continue performing any work not included in the termination.

16.3.7. Take necessary actions, or those directed by ARDOT, to protect and preserve property related to the Agreement that is in the Consultant's possession and in which ARDOT has or may acquire an interest.

16.4. If the termination is for ARDOT's or the Project Sponsor's convenience, ARDOT shall pay the Consultant for work performed through the effective termination date. ARDOT may also reimburse the Consultant for reasonable expenses incurred because of the termination, such as demobilization and personnel reassignment, as determined by ARDOT.This adjustment will not include anticipated fees or profits for unperformed work.

16.5. If the termination is due to the Consultant's default, ARDOT may complete the work through other means, and the Consultant will be liable for any additional costs incurred by ARDOT due to the default.

16.6. Disputes or claims resulting from a termination will be addressed in accordance the Disputes and Claims section of this Agreement.

16.7. The rights and remedies provided to ARDOT and the Project Sponsor in this section are in addition to any other rights or remedies available under the Agreement or by law and do not constitute a waiver of any such rights or remedies.

17. CHANGES

17.1. ARDOT may, at any time and by written order, request changes within the general scope of this Agreement or an assigned Task Order through a Supplemental Agreement.

17.2. All changes to Task Order services directed by the Project Sponsor shall be coordinated with ARDOT and are subject to mutual agreement among the parties. No change requested by the Project Sponsor shall take effect until it has been approved in writing by ARDOT through a Supplemental Agreement. The Consultant shall not proceed with any Project Sponsor-directed changes until Notice to Proceed has been given.

17.3. If any such change causes an increase or decrease in the cost or time required for the performance of any part of the work under this Agreement or an assigned Task Order, ARDOT or the Project Sponsor shall make an equitable adjustment through a Supplemental Agreement to:

17.3.1. The estimated cost, delivery or completion schedule, or both.

17.3.2. The amount of any fee.

17.3.3. Other affected terms of the Agreement or Task Order.

17.4. All claims and disputes arising from such changes shall be governed by the Disputes and Claims Section of this Agreement, which requires the Consultant to provide written notice of its intention to make a claim for additional compensation before beginning any work related to the claim. Failure to provide such notice constitutes a waiver of any claim for additional compensation.

17.5. Failure to reach agreement on any adjustment shall be considered a dispute under the Disputes and Claims Section of this Agreement. However, nothing in this section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement or Task Order as modified by the Supplemental Agreement.

18. DISPUTES AND CLAIMS

18.1. In coordination with ARDOT representatives, the Project Sponsor and Consultant shall make all reasonable efforts to resolve disputes informally.

18.2. ***NOTICE OF POTENTIAL CLAIM:*** If a dispute cannot be resolved informally, the Consultant shall submit formal written notice to ARDOT's Assistant Chief Engineer and the Project Sponsor's Representative stating its intention to make a claim for additional compensation before beginning the work that gives rise to the claim.

18.3. ***FORM AND CONTENT OF CLAIMS:*** All disputes and claims shall sufficiently detail the basis for entitlement and the actual allowable costs incurred including:

18.3.1. A detailed factual statement of the claim, providing all necessary dates, locations, and items of work affected by the claim.

18.3.2. The date the actions resulting in the claim occurred or the conditions resulting in the claim became evident.

18.3.3. A copy of the “Notice of Potential Claim.”

18.3.4. The name, title, and activity of each ARDOT or Project Sponsor employee knowledgeable about the facts that gave rise to the claim.

18.3.5. The name, title, and activity of each Consultant, Subconsultant, or employee knowledgeable about the facts that gave rise to the claim.

18.3.6. The specific provisions of the Agreement or Task Order that support the claim and a statement explaining why those provisions support the claim.

18.3.7. The identification and substance of any relevant documents, items, or oral communications related to the claim.

18.3.8. A statement specifying whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement.

18.3.9. If an extension of time is sought, the specific number of days requested and the basis for the extension.

18.3.10. The amount of additional compensation sought, including a specific cost breakdown of the amount claimed.

18.3.11. Any other relevant information or documents.

18.4. ***DECISION:*** ARDOT shall coordinate closely with the Project Sponsor's Representative in reviewing and resolving claims in consideration of the Project Sponsor's interests as a party to the Agreement, Federal requirements, and State regulations. ARDOT's Assistant Chief Engineer shall issue a decision on the claim after carefully considering the Project Sponsor's position and consulting with the Project Sponsor's Representative.

18.5. ***APPEAL:*** If the Consultant receives an adverse decision from ARDOT's Assistant Chief Engineer, the Consultant may submit the claim in writing to ARDOT's Chief Engineer within 60 calendar days from the date of the Assistant Chief Engineer's decision.

18.6. ***FINAL DECISION BY ARDOT:*** The decision of ARDOT's Chief Engineer shall be final and conclusive unless the Consultant files an appeal with the Arkansas State Claims Commission within 60 calendar days of the Chief Engineer's decision. The Consultant shall be afforded an opportunity to be heard and present evidence before the Claims Commission, in accordance with the rules and regulations of the Claims Commission, including Ark. Code Ann. § 19-10-302, which requires pursuit and exhaustion of remedies against responsible third parties and insurance coverage.

18.7. ***CONTINUED PERFORMANCE:*** Pending the final resolution of a dispute or claim, unless ARDOT has terminated this Agreement under the Termination section or issued a stop work order under the Stop Work section, the Consultant shall proceed diligently with performance in accordance with ARDOT's decisions and any directives issued under the applicable Task Order.

18.8. ***NONEXCLUSIVE REMEDIES:*** The rights and remedies provided to ARDOT in this section are supplemental to, and do not limit, any other rights or remedies provided by law or under this Agreement. ARDOT may, at its sole discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

19. INTELLECTUAL PROPERTY

19.1. ***OWNERSHIP OF DOCUMENTS AND DATA:*** Except for any pre-existing intellectual property, all project documents and data, regardless of form and including but not limited to original drawings, CADD files, cross-sections, estimates, calculations, reports, survey data, GIS files, inspection logs, field notes, as-built records, and other technical, digital, administrative, or construction-related materials produced under this Agreement, shall be transmitted to ARDOT or the Project Sponsor, as applicable.

19.2. ***RECORDKEEPING:*** The Consultant may retain reproduced copies of all documents and data for its records. If any patent rights or copyrights are created as part of this Agreement or any Task Order, ARDOT and/or the Project Sponsor shall have a perpetual, irrevocable, royalty-free license to use such documents, data compilations, or other work products for their intended purposes. Any use of the Consultant's work product by ARDOT or the Project Sponsor for purposes other than those intended under this Agreement shall be at no risk to the Consultant.

19.3. ***INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION:*** The Consultant warrants that any documents, data, models, software, or other work products provided under this Agreement (collectively, "Deliverables") do not infringe upon any patent, copyright, trademark, trade secret, or other intellectual property rights of third parties. The Consultant further warrants that all Deliverables comply with applicable licensing agreements, open-source software requirements, and proprietary software usage terms.

19.4. ***COPYRIGHT INFRINGEMENT:*** In the event of an actual or alleged infringement claim related to the Deliverables, the Consultant shall, at its sole expense and in coordination with ARDOT or the Project Sponsor, take one or more of the following actions as necessary to resolve the claim and ensure continued, uninterrupted use of the Deliverables by ARDOT or the Project Sponsor:

19.4.1. Obtain for ARDOT or the Project Sponsor a license or other rights necessary to continue using the affected Deliverables.

19.4.2. Replace or modify the affected Deliverables to eliminate the infringement while maintaining equivalent functionality, quality, and compliance with project requirements.

19.4.3. Indemnify ARDOT or the Project Sponsor***:*** Indemnify and hold harmless ARDOT or the Project Sponsor against any costs, damages, settlements, or legal expenses incurred as a result of such claims, to the extent permitted by applicable law.

20. RECORDS AND AUDITS

20.1. ***RECORDS:*** The Consultant shall maintain records sufficient to properly reflect all costs (direct and indirect) claimed or anticipated in the performance of this Agreement. ARDOT, the Project Sponsor, the FHWA, and their authorized representatives shall have the right to examine and audit these records. This includes records related to the determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification relied upon to establish the rate, and records relevant to the performance of this Agreement.

20.2. ***INDIRECT COST RATE:*** The Consultant is required to submit CPA-audited Indirect Cost Rate reports annually, corresponding to the Consultant's fiscal year. Indirect Cost Rate approval for specific Task Orders under this Agreement may be tied to the audit of the fiscal year applicable to the performance period of the Task Order. ARDOT, the Project Sponsor, FHWA, or their representatives may examine and audit records related to the applicable fiscal year audit to confirm the accuracy and applicability of the approved Indirect Cost Rate for the associated Task Orders. Current ARDOT Indirect Cost Rate Requirements can be found on the Department's webpage.

20.3. ***EXAMINATION:*** These rights also include inspection of the Consultant's offices and facilities involved in performing the Agreement during reasonable business hours with advance notice of five (5) business days. If the Consultant submits data in connection with any action under this Agreement—such as negotiations, cost reimbursement requests, payment requests, adjustments, or claims—ARDOT, the Project Sponsor, FHWA, and their representatives shall have the right to examine and audit all related records. This includes, but is not limited to:

20.3.1. Determination or certification of the Indirect Cost Rate, including the CPA audit for the applicable fiscal year.

20.3.2. Proposals for the Agreement, subcontracts, or modifications.

20.3.3. Negotiations and discussions on proposals.

20.3.4. Fees or allowable costs.

20.3.5. Performance under the Agreement or any subcontract.

20.3.6. The basis and amounts of any claims or disputes.

20.4. ***REPORTS:*** If the Consultant is required to furnish cost, funding, or performance reports, ARDOT, the Project Sponsor, FHWA, or their representatives may audit supporting records to evaluate the effectiveness of the Consultant's policies and the accuracy of reported data.

20.5. ***RECORD RETENTION:*** The Consultant shall retain all records, materials, and other evidence described herein for a minimum of five (5) years after the final payment under this Agreement, or longer if required by statute or other Agreement provisions. Additionally:

20.5.1. If the Agreement is fully or partially terminated, records related to the terminated work shall be retained for five (5) years following termination.

20.5.2. Records pertaining to claims, disputes, litigation, or settlement of claims shall be retained until all such matters, including appeals, are resolved.

20.6. ***AVAILABILITY:*** These records shall be made available at the Consultant's offices for examination, audit, or reproduction during normal business hours, with at least five (5) business days' prior notice, as required by ARDOT, the Project Sponsor, FHWA, or their authorized representative.

21. BANKRUPTCY

21.1. In the event the Consultant enters bankruptcy proceedings, whether voluntary or involuntary, the Consultant shall furnish written notice of the bankruptcy to ARDOT by certified mail. This notice must be provided within five (5) calendar days of the initiation of such proceedings. The notice shall include:

21.1.1. The date on which the bankruptcy petition was filed.

21.1.2. The identity of the court in which the bankruptcy petition was filed.

21.1.3. A listing of all ARDOT job numbers, Federal-Aid Project (FAP) numbers, and Task Orders under this Agreement for which final payment has not been made.

21.2. This obligation remains in effect until all obligations under this Agreement, including those associated with Task Orders, have been satisfied, and final payment has been issued.

21.3. In the event of bankruptcy, ARDOT reserves the right to take any action permitted under applicable Federal and State laws, including but not limited to the suspension or termination of this Agreement or any Task Order associated with it, to protect the interests of ARDOT and ensure compliance with funding requirements.

22. EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

22.1. The Consultant shall not employ or make an offer of employment, for regular or part-time work related to any ARDOT or Project Sponsor projects under this Agreement, to any individual who:

22.1.1. Is a current ARDOT or Project Sponsor Employee.

22.1.2. Is a former employee of ARDOT or the Project Sponsor who, at any time during their employment, participated personally and substantially in any matter related to this Agreement through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise.

22.1.3. Is a former employee of ARDOT or the Project Sponsor within 12 months of their separation from employment and will knowingly act as a principal or agent on matters that were within their official responsibilities during their ARDOT or Project Sponsor employment.

22.1.4. Is a former employee of ARDOT or the Project Sponsor within 12 months of separation, who engages in selling or attempting to sell commodities, technical services, or professional consultant services to ARDOT or the Project Sponsor under this Agreement, unless the individual's last annual salary at ARDOT or the Project Sponsor did not exceed ten thousand five hundred dollars ($10,500).

22.1.5. Is a former employee of ARDOT or the Project Sponsor who was terminated for cause or allowed to resign/retire in lieu of termination for cause.

22.1.6. Is acting as a principal or agent on behalf of any person disqualified under this section.

22.2. ***AVOIDING CONFLICTS OF INTEREST:*** This section is not intended to preclude former ARDOT or Project Sponsor employees from accepting employment with the Consultant solely because the Consultant has entered into this Agreement.

22.2.1. The Consultant is responsible for ensuring that no former employee of ARDOT or the Project Sponsor engages in activities that would violate the public trust.

22.2.2. The Consultant shall proactively identify, disclose, and mitigate potential conflicts of interest to ensure compliance with this section, prioritizing the best interests of the public and maintaining the integrity of the services provided under this Agreement.

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding upon ARDOT, the Project Sponsor, the Consultant, and their respective successors, assigns, and legal representatives. Except as otherwise provided in this Agreement, no party may assign, delegate, or transfer any rights, obligations, or benefits under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void.

23.1.1. Nothing in this section shall be construed to:

- Waive any immunity, defense, or protection afforded to ARDOT, the Project Sponsor, or any other governmental entity that is a party to this Agreement under applicable laws; or
- Create or impose personal liability on any officer, agent, or employee of ARDOT, the Project Sponsor, or any other governmental entity involved in the Agreement, beyond the scope of their official duties.

23.2. Any permitted assignment or delegation of this Agreement shall not relieve the assigning or delegating party of its obligations under this Agreement unless expressly agreed in writing by the other parties.

24. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

24.1. The parties mutually recognize that Arkansas is a sovereign State subject to the provisions of the Arkansas Constitution and State law. Nothing in this contract shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the respective laws. Any claims brought against ArDOT are under the exclusive jurisdiction of the Arkansas State Claims Commission.

24.2. The Consultant shall hold harmless and indemnify ARDOT, its officers, employees, agents, and any other governmental agencies with an interest in the project, from all claims and liabilities arising out of any negligent acts, errors, or omissions in the services performed under this Agreement by the Consultant, its subcontractors, their agents, or employees.

24.3. No director, officer, manager, employee, agent, assign, or representative of ARDOT shall be personally liable to the Consultant under this Agreement for any breach, act, or omission related to its execution or performance.

24.4. The parties agree that the Consultant shall operate as an independent consultant of ARDOT. The Consultant shall be solely responsible for any acts or omissions by its agents, employees, or subcontractors in connection with this Agreement. No action or direction by ARDOT shall be construed as exercising supervision or control over the Consultant's performance.

25. INSURANCE REQUIREMENTS

25.1. ***PROFESSIONAL LIABILITY INSURANCE COVERAGE:*** The Consultant shall maintain, at all times during the performance of services under this Agreement, professional liability insurance covering negligent errors, omissions, and negligent acts caused by the performance of professional services under this Agreement. Coverage shall not be less than five (5) times the original Contract Ceiling Price or $2,000,000 per claim and aggregate, whichever is less.

25.2. ***SUBCONSULTANT COVERAGE:*** This insurance shall extend to Subconsultants to the extent detailed in the Subcontracting section including provisions for the transfer of liability for Subconsultant negligence, errors, and omissions to the Subconsultant.

25.3. ***DEDUCTIBLE:*** The Consultant may maintain a professional liability insurance policy with a deductible clause, provided the deductible amount is approved by ARDOT, and the Consultant demonstrates sufficient financial resources to cover potential liability equal to the deductible amount. Failure to maintain adequate financial resources or comply with deductible obligations may result in Default under this Agreement.

25.4. ***WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:*** The Consultant shall maintain, at all times during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as required under Arkansas law. Subconsultants shall also maintain this coverage as detailed in the Subcontracting section.

25.5. ***AUTOMOBILE AND GENERAL LIABILITY INSURANCE:*** The Consultant shall maintain commercial general liability and automobile liability insurance with minimum coverage limits of $1,000,000 per occurrence and $2,000,000 in aggregate. This insurance shall extend to Subconsultants as outlined in the Subcontracting section.

25.6. ***VALUABLE PAPERS INSURANCE AND ELECTRONIC DATA PROCESSING INSURANCE:*** The Consultant shall maintain insurance coverage for both Valuable Papers and Electronic Data Processing (EDP) to cover costs associated with repairing, restoring, or replacing physical or electronic documents required by ARDOT, including data stored on cloud platforms. This coverage shall also extend to Subconsultants as required under the provisions for Subcontracting section of this Agreement.

25.7. ***CERTIFICATES OF INSURANCE:*** The Consultant shall provide ARDOT with certificates of insurance evidencing all required policies before the execution of this Agreement and upon renewal of any policy.

25.8. ***PRIMARY COVERAGE:*** All insurance maintained by the Consultant shall be primary to and non-contributory with any coverage maintained by ARDOT or the Project Sponsor.

25.9. ***DURATION OF INSURANCE OBLIGATIONS:*** The Consultant shall maintain professional liability insurance coverage required under this Agreement in force for a period of no less than five (5) years following the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever occurs later. Commercial General Liability Insurance and Valuable Papers Insurance coverage shall remain in effect until the later of final acceptance of the project or completion of the Consultant's services. All other insurance shall be maintained until the earlier of final acceptance or the completion of the Consultant's services under this Agreement.

25.10. ***ADDITIONAL INSURANCE REQUIREMENTS:*** All insurance maintained by the Consultant pursuant to this section shall be issued by insurance companies authorized to do business in Arkansas, in a form and substance satisfactory to ARDOT. Policies shall provide that the insurance will not be subject to cancellation, termination, or reduction in coverage limits except upon thirty (30) days prior written notice to ARDOT. If such notice cannot be provided and the insurance is canceled, terminated, or altered during its term, the Consultant shall ensure continual coverage by securing replacement insurance effective immediately upon the expiration of the existing policy. In the absence of immediate replacement coverage, the Consultant shall assume full financial responsibility for any claims arising during the gap in coverage.

25.11. ***ADDITIONAL INSURED:*** All required liability insurance policies, except for professional liability, workers' compensation, and valuable papers insurance maintained by the Consultant, shall include ARDOT, its officers, directors, managers, employees, agents, assigns, and representatives as additional insureds. Additionally, all property damage insurance policies maintained under this Agreement shall include a waiver of subrogation in favor of ARDOT.

26. SUBCONTRACTING

26.1. ***APPROVAL OF SUBCONSULTANTS:*** The Consultant may not subcontract any services under this Agreement without prior written approval from ARDOT. All Subconsultants must be addedthrough an approved and executed subcontract. Subconsultants shall be bound by the terms of this Agreement and all applicable Federal and State laws.

26.2. Unless otherwise specified in the written consent or approval, ARDOT's consent to any subcontract or approval of the Consultant's purchasing system does not constitute a determination of the acceptability of subcontract terms or conditions, the acceptability of any subcontract price or payments, or a waiver of the Consultant's responsibilities or obligations under this Agreement.

26.3. No subcontract under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis. Any fee payable under cost-reimbursement subcontracts must not exceed the fee limitations outlined in FAR.

26.4. Reimbursement or payment for any markup of subcontract costs will not be considered without the express written agreement of ARDOT.

26.5. ***PROMPT PAYMENT:*** The Consultant must pay subconsultants for satisfactory performance of their subcontracts within 30 days of receiving payment from ARDOT or the Project Sponsor. Retainage payments held by the Consultant must be returned to the subconsultant within 30 days after the subconsultant's work is completed. Failure to comply with this provision constitutes a Default by the Consultant. If the Consultant fails to make timely payments to subconsultants, ARDOT or the Project Sponsor may, at its sole discretion:

26.5.1. Make payments directly to the subconsultant and offset those payments, including administrative costs, against amounts otherwise due to the Consultant.

26.5.2. Notify any sureties.

26.5.3. Withhold payments due to the Consultant until satisfactory arrangements for prompt payment to subconsultants are made.

26.6. ***SUBCONSULTANT INSURANCE AND LIABILITY REQUIREMENTS:*** Subconsultants shall maintain insurance coverage consistent with the following minimum requirements:

26.6.1. Professional Liability Insurance***:*** Not less than $1,000,000 per claim and aggregate, or as otherwise specified in the subcontract.

26.6.2. Commercial General Liability and Automobile Liability Insurance***:*** Limits not less than $1,000,000 per occurrence.

26.6.3. Workers' Compensation and Employer's Liability Insurance***:*** As required by Arkansas law.

26.6.4. Subconsultants shall assume primary responsibility for all claims, damages, or losses caused by their negligence, errors, or omissions. This includes indemnifying ARDOT, the Project Sponsor, and the Consultant as required under the subcontract.

26.6.5. The Consultant shall verify that Subconsultants maintain the required insurance coverage and shall provide evidence of such verification to ARDOT upon request.

26.7. ***PAYMENT AND AUDIT REQUIREMENTS:*** The Consultant shall pay Subconsultants for satisfactory performance within 30 days of receiving payment from ARDOT. Any retainage must be paid within 30 days of the Subconsultant completing its work.

26.8. All Subconsultants shall comply with contractual and legal restrictions concerning payment and determination of allowable costs and shall be subject to disclosure and audit provisions under this Agreement and applicable laws.

26.9. ***INDEMNIFICATION BY SUBCONSULTANTS:*** Subconsultants shall indemnify and hold harmless ARDOT, the Project Sponsor, and the Consultant for any claims, damages, or losses arising out of their own negligence, errors, or omissions, to the extent covered by the required insurance.

26.10. ***INCORPORATION OF AGREEMENT TERMS:*** The Consultant shall include a clause in all subcontracts incorporating the provisions of this section, including but not limited to:

26.10.1. Insurance requirements.

26.10.2. Prompt payment provisions.

26.10.3. Indemnification obligations.

26.10.4. Audit and payment restrictions.

26.11. Failure to enforce these provisions with Subconsultants may result in Default under this Agreement, and ARDOT may withhold payments to the Consultant or pursue other remedies as necessary deliverables.

27. STANDARD OF CARE

27.1. ***ACCEPTANCE:*** The act by which an authorized representative approves specific services as partial or complete performance under this Agreement.

27.2. ***CORRECTION:*** The elimination of a defect.

27.3. The Consultant warrants that all services performed and work products delivered under this Agreement will, at the time of acceptance, conform to the requirements of this Agreement, meet the reasonable satisfaction of ARDOT or the Project Sponsor, and adhere to prevailing industry standards, including standards of conduct, care, format, and content.

27.4. If the Consultant is required to correct or re-perform any services due to failure to abide by the Standard of Care, it shall do so at no additional cost to ARDOT or the Project Sponsor beyond the Contract Price. Services that are corrected or re-performed by the Consultant are subject to this warranty to the same extent as the original work. Should the Consultant fail or refuse to correct or re-perform the services, ARDOT or the Project Sponsor may, by contract or other means, correct or replace the services with similar work and charge the Consultant for the resulting costs, or make an equitable adjustment to the Contract Price.

27.5. If ARDOT or the Project Sponsor elects not to require correction or re-performance, ARDOT or the Project Sponsor may make an equitable adjustment to the Contract Price instead.

27.6. Nothing in this section constitutes a waiver or exclusion of any other rights or remedies available to ARDOT or the Project Sponsor under this Agreement or by law.

27.7. ***FORCE MAJEURE CLAUSE:***Neither party to this Agreement shall be liable for any delay direct or indirect in performance caused by an unforeseen event such as acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party beyond such party's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure.

CERTIFICATIONS

28. DEBARMENT AND SUSPENSION

28.1. Certification is provided per 48 CFR § 9.4 that:

28.1.1. The Consultant and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for Federal or State contracts.

28.1.2. The Consultant and its principals have not been convicted or had a civil judgment rendered for fraud, antitrust violations, or related criminal offenses in connection with public contracts in the past three (3) years.

28.1.3. The Consultant and its principals have not had any contracts terminated for Default by a Federal or State agency.

29. CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAWS

29.1. The Consultant certifies its compliance with all Federal, State, and local laws, regulations, codes, and ordinances applicable to work performed under contracts with ARDOT, including but not limited to:

29.1.1. The Americans with Disabilities Act (ADA).

29.1.2. The Occupational Safety and Health Act (OSHA).

29.1.3. Section 504 of the Rehabilitation Act.

29.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act).

29.1.5. This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

29.1.6. In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, Arkansas law and regulations, Department and FHWA Design Standards, and this Agreement.

29.2. All compliance requirements will be extended to all subcontractors through inclusion of these terms in subcontracts.

29.3. No financial or ownership interest, nor agreements or fees outside of allowable Federal Acquisition Regulation (FAR) standards, have been or will be entered into in connection with this contract.

29.4. All known material changes affecting the firm's ownership, organization, or indirect cost rates have been disclosed except as here expressly stated (if any).

30. CERTIFICATION OF COMPLIANCE WITH ARKANSAS LAW

30.1. Pursuant to Arkansas law, the consultant certifies current and ongoing compliance in all contracts with ARDOT.

30.1.1. The Consultant does not and will not boycott Israel (Arkansas Code § 25-1-503).

30.1.2. The Consultant does not and will not contract with illegal immigrants (Arkansas Code § 19-11-105).

30.1.3. The Consultant does not and will not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries (Arkansas Code § 25-1-1102).

30.1.4. The Consultant is not, nor will employ as a subcontractor, a Scrutinized Company owned in whole or majority by the People's Republic of China (Arkansas Code 1203).

31. NONDISCRIMINATION STATEMENT

31.1. The Consultant certifies compliance with all Federal civil rights provisions, ensuring no discrimination based on race, sex, color, age, national origin, or disability in its programs, activities, hiring, or employment practices.

31.1.1. The Consultant will include a Notice of Nondiscrimination Statement in all solicitations and procurements.

31.1.2. The Consultant will provide all required reports and grant ARDOT access to demonstrate compliance.

31.1.3. Complaints of discrimination or inquiries about policies may be directed to the Civil Rights Office Contact listed in this certification.

32. CONFLICTS OF INTEREST

32.1. The Consultant certifies that:

32.1.1. Neither the Consultant nor its principals have financial or ownership interests in the work associated with the contract.

32.1.2. The Consultant and its principals hold no financial interest in agency decisions related to the contract.

32.1.3. The Consultant will disclose any conflicts of interest, fraud, waste, or abuse that may arise during the Agreement term.

32.1.4. The Consultant will not enter into agreements or guarantees for work beyond this contract, except as expressly defined within the Agreement.

33. ATTESTATION

33.1. The Consultant's Representative, on behalf of the Consultant and to the best of their knowledge and ability, certifies that all commitments made under this Agreement comply with the obligations and requirements set forth in the Agreement.

33.2. The Consultant will shall provide immediate written notice to ARDOT if assurance provided by certification is found to have been erroneous when submitted or becomes erroneous due to changed circumstances.

33.3. The Consultant certifications provided herein are a material representation of fact relied upon during the contract award process. If the Consultant knowingly submitted an erroneous certification, ARDOT reserves the right to terminate the contract and pursue any remedies available.No Federal funds have been or will be paid to influence any Federal agency officer, Member of Congress, or Congressional employee.

33.4. If non-Federal funds have been used for such purposes, Standard Form-LLL, "Disclosure Form to Report Lobbying," will be submitted.

34. CERTIFICATION DETAILS

AUTHORIZED REPRESENTATIVE:

Mike Stengel
Vice President

CORPORATE HEADQUARTERS:

500 Grant Street, Suite 5400
Pittsburgh, Pennsylvania 15219

EEO CONTACT:

Laurel Demattia
laurel.demattia@mbakerintl.com
813-466-6006

ARKANSAS BUSINESS ENTITY FILING NO

100108327

35. CERTIFICATION OF ARKANSAS STATE HIGHWAY COMMISSION

35.1. The Director of the Arkansas Department of Transportation certifies that neither the aforementioned consulting firm nor its representative has not been required, either directly or indirectly, as a condition for obtaining or executing this contract, to:

35.1.1. Employ or retain any firm or person, or agree to do so.

35.1.2. Pay or agree to pay any fees, contributions, donations, or any other form of consideration to any firm, person, or organization.

35.1.3. Except as expressly stated herein (if applicable).

36. EXECUTION

All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either ARDOT's Assistant Chief Engineer–Program Delivery or the Consultant's Representative, and mailed or hand-delivered to:

MICHAEL BAKER INTERNATIONAL, INC.	**ARKANSAS DEPARTMENT OF TRANSPORTATION**
Mike Stengel, Vice President 3425 North Futrall Drive, Suite 101 Fayetteville, Arkansas 72703 mhstengel@mbakerintl.com	10324 Interstate 30 Post Office Box 2261 Little Rock, AR 72203 consultantcontracts@ardot.gov

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out herein.

MICHAEL BAKER INTERNATIONAL, INC.	**ARKANSAS DEPARTMENT OF TRANSPORTATION**
By:_____ Mike Stengel Vice President	By:_____ Jared Wiley, P.E. Director

Disclaimer: This contract is being electronically signed.The DocExpress Document Signing History will be located on the final page of the executed contract.This document will have all dates and electronic signatures applicable to the execution of this contract.

NOTICE OF NONDISCRIMINATION

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 FMCSA 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 SCOPE OF WORK

The services outlined in this scope of work are designed to support ARDOT and its local partners in delivering transportation-related projects funded through a variety of competitive grant and funding programs. These programs include, but are not limited to:

- Intersection Improvement Program (IIP)
- Local Bridge Program
- National Electric Vehicle Infrastructure (NEVI) Program
- Public Transportation Federal Programs
- Recreational Trails Program (RTP)
- Transportation Alternatives Program (TAP)
- Safety Improvement Programs

Additional programs and initiatives may be incorporated as needed to address evolving statewide and local transportation priorities. The Agreement is intended to engage Consultants in a flexible and modular framework, enabling ARDOT and its local partners to deliver projects tailored to the specific requirements of various programs. This approach ensures compliance with all applicable Federal, State, and local standards while maintaining the adaptability necessary to meet diverse project needs. Consultants are expected to deliver innovative and customized solutions that address the unique challenges of local, regional, and statewide transportation projects.

There is no expectation that a single consultant will have the capacity or capability to perform all services outlined in this scope. Task Orders will be assigned to selected consultants based on compliance with the Federal Acquisition Regulation (FAR), the capacity of the consultant to meet the project's needs, their geographic proximity to the project location, and their ability to provide specialized services. While some firms may possess the resources to perform all or most services, this agreement is designed to allow certain services to be issued as Task Orders when ARDOT or the Project Sponsor can perform other portions of the required work in-house.Services included in Task Orders will be based on project-specific needs. Consultants are expected to provide innovative, adaptable solutions that address the unique challenges of transportation needs at the local, regional, and statewide levels.

SUBCONSULTANT PARTICIPATION: Consultants may propose the use of subconsultants included in the response to this solicitation or as needs arise during the performance of the Agreement. Subconsultants must be approved by ARDOT, and subcontracted work must be included in Task Orders with a Subconsultant Agreement. Subconsultants may be incorporated in the Master Agreement if their services are anticipated for multiple Task Orders, or in specific Task Orders as applicable for projects requiring additional experience..

SUBCONSULTANT COMPLIANCE: Subconsultants are expected to adhere to all terms and conditions of the Master Agreement, including compliance with Federal, State, and local regulations. It is the responsibility of the primary consultant to ensure that subconsultants comply with these terms and that their participation aligns with the regulations governing the Agreement.

TASK ORDER ASSIGNMENT: Individual Task Orders will define the detailed scope of work for each project and may include additional requests for qualifications among consultants selected under this Agreement. This process ensures that services are matched to the most qualified firm for the specific requirements of each Task Order, maintaining transparency and alignment with procurement regulations. Examples of potential Scopes of Work are available upon request from the Consultant Contracts Division.

1. ENGINEERING AND DESIGN SERVICES

1.1. ***FEASIBILITY STUDIES:*** Conduct site analyses, viability assessments, cost-benefit analyses, and risk assessments with mitigation strategies. These studies evaluate the practicality and potential success of proposed projects while identifying risks and opportunities.

1.2. ***ROADWAY DESIGN:*** Prepare preliminary and final plans, including geometric alignments and pavement designs. Deliver design packages that adhere to ARDOT and/or local design standards for on- and off-system facilities.

1.3. ***BRIDGE DESIGN:*** Perform structural analysis, hydrology, and hydraulics assessments. Provide detailed construction drawings, stamped engineering plans, and load rating reports. Ensure designs comply with ARDOT and Project Sponsor-specified standards.

1.4. ***RIGHT OF WAY PLAN PREPARATION:*** Develop right of way plans and detailed legal property descriptions to support appraisals and acquisitions. These plans ensure smooth project progression for highway and local infrastructure initiatives.

1.5. ***TRAFFIC ENGINEERING:*** Deliver services including traffic signalization, flow analysis, and transportation management planning. Prepare deliverables such as signal warrants, conceptual layouts, and final signalization plans in compliance with ARDOT or Project Sponsor standards.

1.6. ***ENVIRONMENTAL STUDIES:*** Prepare documentation for compliance with environmental regulations, including erosion control plans and permit applications. Ensure all work aligns with NEPA requirements and other environmental guidelines.

1.7. ***SURVEYING AND MAPPING:*** Conduct field data collection, boundary surveys, and create digital terrain models. Provide deliverables in formats compatible with ARDOT systems or tailored to Project Sponsor requirements for off-system facilities.

1.8. ***INTELLIGENT TRANSPORTATION SYSTEMS:*** Design and integrate advanced traffic control systems and roadway lighting. Ensure deliverables address ARDOT standards and, where applicable, local Intelligent Transportation Systems (ITS) requirements.

1.9. ***CONSTRUCTION SUPPORT:*** Provide construction-phase assistance, including shop drawing reviews, construction activity inspections, and implementation of design modifications. Consultants are expected to supply stamped recommendations and comments as needed.

1.10. ***REGULATORY COMPLIANCE SUPPORT:*** Offer advisory services to ensure compliance with applicable laws, regulations, and standards. This includes preparing risk assessments, regulatory guidance memos, and contract reviews to enhance project design and documentation.

1.11. ***DESIGN REVIEW AND QUALITY ASSURANCE:*** Perform independent reviews of plans and deliverables to confirm alignment with program goals, technical standards, and regulatory requirements. For off-system facilities, ensure compliance with local specifications and ARDOT oversight as applicable.

2. RIGHT OF WAY SERVICES

The Consultant shall provide professional services to support ARDOT and Project Sponsors in the acquisition, management, and coordination of right of way (ROW) activities for transportation-related projects. These services shall be performed in compliance with all applicable Federal, State, and local regulations, ensuring the efficient and lawful execution of ROW tasks required for project delivery.

2.1. ***ADMINISTRATIVE SERVICES:*** Provide oversight and coordination of all right of way acquisition activities. Ensure adherence to applicable Federal, State, and local requirements, including compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

2.2. ***TITLE AND CLOSING SERVICES:*** Conduct title research, secure clear titles, and facilitate the closing process for property acquisitions. Prepare and maintain documentation necessary to establish property ownership and conveyance.

2.3. ***APPRAISAL SERVICES:*** Perform initial property appraisals and prepare appraisal updates as required to support project development. Ensure appraisals meet relevant standards and methodologies.

2.4. ***APPRAISAL REVIEW SERVICES:*** Review initial appraisals and subsequent updates to ensure technical accuracy, adherence to Federal and State appraisal standards, and compliance with applicable guidelines.

2.5. ***NEGOTIATIONS AND VALUATION SERVICES:*** Conduct property acquisition negotiations, including preparing and reviewing waiver valuations. Provide technically accurate documentation of negotiations and valuations for compliance and reporting purposes.

2.6. ***RELOCATION ASSISTANCE SERVICES:*** Aid displaced property owners and tenants in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Prepare relocation plans, calculate benefits, and coordinate necessary services.

2.7. ***PROPERTY MANAGEMENT SERVICES:*** Manage properties acquired for highway or local infrastructure projects. Services include property rental, maintenance, and the disposal of surplus properties in compliance with State and Federal requirements.

2.8. ***UTILITY COORDINATION SERVICES:*** Facilitate the coordination of utility relocation efforts. Conduct conflict assessments, prepare utility relocation plans and schedules, communicate with utility providers, and deliver final utility coordination reports to ARDOT or the Project Sponsor.

3. PLANNING SERVICES

The Consultant shall provide professional planning services to support ARDOT and Project Sponsors in the development, assessment, and implementation of transportation-related plans and programs. These

services aim to address local, regional, and statewide transportation needs while ensuring alignment with applicable Federal, State, and local standards.

3.1. ***LOCAL OR REGIONAL PLANNING:*** Develop strategic, high-level transportation plans that address system-wide goals, objectives, and implementation strategies. Examples of services include the creation of master street plans, active transportation plans, and metropolitan transportation plans. These services emphasize long-term visioning and coordination to meet regional mobility and connectivity goals.

3.2. ***TRANSIT STUDIES AND PLAN DEVELOPMENT:*** Conduct studies to support public transportation programs, ensuring compliance with Federal Transit Administration (FTA) requirements. Deliverables may include transit feasibility studies, service optimization plans, and multimodal integration strategies tailored to meet Federal standards and local needs.

3.3. ***CORRIDOR PLANNING STUDIES:*** Perform corridor evaluations ranging from broad assessments to detailed improvement studies. Services include traffic operations analysis, conceptual design layouts, and recommendations to enhance corridor safety, capacity, and functionality. These studies identify viable solutions to support efficient transportation system development.

3.4. ***GRANT PREPARATION ASSISTANCE:*** Provide comprehensive support for securing transportation funding by preparing grant application packages, conducting funding analyses and feasibility reports, compiling required supporting documentation, and coordinating with funding agencies. Services focus on maximizing funding opportunities and ensuring alignment with requirements for competitive grant programs.

4. NEPA SUPPORT SERVICES

The Consultant shall provide professional services to support ARDOT and its local partners in achieving environmental compliance and securing necessary clearances for transportation projects to meet the requirements of the National Environmental Policy Act (NEPA) and other Federal, State, and local environmental regulations. Coordination with agencies, public involvement efforts, and preparation of associated reports, maps, and environmental documents.

4.1. ***ENVIRONMENTAL SURVEYS AND DATA COLLECTION:*** Conduct surveys and collect data related to air and noise quality, water resources, ecological communities, cultural resources, and other impact areas. This includes assessments of wetlands, endangered species habitats, community impacts, and secondary and cumulative effects.

4.2. ***ENVIRONMENTAL CONSTRAINTS MAPPING:*** Develop detailed environmental constraints maps using geodatabase formats compatible with ARDOT systems to identify and document potential impacts within project areas.

4.3. ***NEPA DOCUMENTATION:*** Prepare required NEPA documents, including Categorical Exclusions (CEs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs). This includes supporting documentation such as purpose and need statements, cultural resource surveys, wetlands delineations, noise studies, and Section 4(f)/6(f) evaluations.

4.4. ***PUBLIC INVOLVEMENT:*** Develop and implement public involvement strategies, including hosting public meetings and hearings, preparing outreach materials, managing public comments, and ensuring compliance with Title VI and Environmental Justice requirements.

4.5. ***AGENCY COORDINATION:*** Assist in coordinating with Federal, State, and local agencies, including FHWA, U.S. Fish and Wildlife Service (USFWS), State Historic Preservation Office (SHPO), and tribal governments, to address regulatory requirements such as Section 7 consultations, Section 106 reviews, and Clean Water Act permits.

4.6. ***ALTERNATIVES ANALYSIS:*** Analyze and evaluate location and design alternatives for environmental impacts to support the selection of preferred alternatives.

4.7. ***PERMIT APPLICATIONS AND MITIGATION PLANNING:*** Prepare and submit necessary permits, including Section 401/404 permits, and develop mitigation plans to address unavoidable project impacts.

4.8. ***FONSI/ROD DOCUMENTATION:*** If required, prepare and submit Finding of No Significant Impact (FONSI) or Record of Decision (ROD) documentation based on public input and consultation with ARDOT and FHWA.

5. SURVEYING

The Consultant shall provide professional surveying and mapping services to support ARDOT and its local partners in delivering transportation projects. These services include the collection, processing, and delivery of accurate spatial data and documentation essential to project development. All work must adhere to ARDOT standards and applicable Federal, State, and local guidelines.

5.1. ***CONTROL SURVEYS:*** Establish and process control networks to support project design and construction. This includes tasks such as primary and secondary baseline control, vertical control, and remote sensing control to ensure accuracy and consistency in spatial data.

5.2. ***DESIGN SURVEYS:*** Provide detailed data collection and processing for design purposes, including aerial image acquisition, photogrammetric mapping, LiDAR data acquisition and quality assurance, and subsurface utility engineering (SUE). Deliverables include topographic and terrain data, utility field surveys, and digital terrain models for use in project design.

5.3. ***LAND SURVEYS:*** Conduct property and boundary surveys, right-of-way staking and monumenting, and preparation of final plats. These surveys support property acquisition, legal documentation, and construction layout.

5.4. ***TOPOGRAPHIC SURVEYS:*** Perform detailed topographic surveys for roadway and site design, including the collection of elevation and feature data necessary for accurate design and construction planning.

5.5. ***GEODETIC CONTROL SURVEYS:*** Establish geodetic control networks tied to state and national coordinate systems to provide a reliable framework for project mapping and construction.

5.6. ***BOUNDARY AND PROPERTY SURVEYS:*** Prepare parcel surveys, conduct title searches, and provide documentation for property boundaries and easements to support right-of-way acquisition and land use planning.

5.7. ***DATA PROCESSING AND MAPPING:*** Compile and process field data into deliverables such as digital survey maps, CAD files, ortho-rectified images, and other project-specific mapping products.

5.8. ***DELIVERABLES:*** Provide complete and technically accurate survey data and documentation, including 100% of requested surveys by the agreed submittal date. Deliverables may include digital terrain models, survey maps, CAD files, geodatabase files, soil testing results, and lab reports, as applicable to the project.

6. GEOTECHNICAL SERVICES

Geotechnical services encompass a range of investigations, analyses, designs, and recommendations tailored to the specific requirements of ARDOT and Project Sponsors. These services ensure compliance with applicable regulations, governing specifications, local needs, and industry standards. Geotechnical services may be assigned under individual Task Orders or as part of broader Engineering and Design Services Task Orders. Consultants are expected to allocate adequate resources to complete all assigned tasks and deliver high-quality reports and recommendations within specified timelines.

6.1. ***SUBSURFACE INVESTIGATIONS:*** Conduct detailed field investigations to assess soil and rock conditions. These tasks include standard penetration testing (SPT), cone penetration testing (CPT), and comprehensive soil surveys, performed in adherence to ARDOT guidelines.

6.2. ***GEOTECHNICAL SITE INVESTIGATION REPORTS:*** Prepare comprehensive reports summarizing findings from field and laboratory investigations. Reports may include boring logs, seismic classifications, response spectra, liquefaction potential assessments, laboratory test results, and recommendations for foundations, embankments, and slope stability.

6.3. ***GEOTECHNICAL DESIGN AND RECOMMENDATIONS:*** Provide engineering analyses and recommendations for infrastructure projects, including:

6.3.1. Foundations for bridges, retaining walls, and mechanically stabilized earth (MSE) walls.

6.3.2. Slope stabilization and landslide mitigation strategies, including remediation for slopes impacted by natural disasters.

6.3.3. Erosion control structures and embankments tailored for roadway and recreational infrastructure.

6.4. ***GEOPHYSICAL STUDIES:*** Conduct advanced geophysical investigations to evaluate subsurface conditions, identify geotechnical risks, and address challenges like poor drainage or erosion-prone areas.

6.5. ***MONITORING AND INSTRUMENTATION:*** Install and monitor geotechnical devices to evaluate soil and structural behavior during construction or as part of long-term performance assessments.

6.6. ***LABORATORY TESTING:*** Perform detailed laboratory analyses of disturbed and undisturbed soil and rock samples to support design and construction efforts. Include specialized testing for projects such as trails or structures with unique geotechnical requirements.

6.7. ***FORENSIC INVESTIGATIONS AND REMEDIATION:*** Analyze geotechnical failures, such as landslides, erosion, or settlement, and develop remediation strategies. This includes assessments of damage to trail or recreational infrastructure caused by environmental factors.

6.8. ***FOUNDATION AND RETAINING WALL DESIGN:*** Provide detailed designs for foundations supporting trail bridges, elevated paths, and other trail-related structures. Designs may include pile foundations, gabion walls, and reinforced concrete solutions.

6.9. ***SPECIALIZED TRAIL DESIGN SERVICES:*** Address geotechnical challenges specific to trail projects, including evaluations of alignment through wetlands, erosion-prone zones, and steep slopes. Deliverables include surface stability recommendations, drainage solutions, and designs for low-impact foundations.

6.10. ***SLOPE STABILIZATION AND REPAIR:*** Develop and implement strategies to stabilize roadway and trail slopes using techniques such as soil nails, geosynthetics, drainage systems, and vegetation management.

6.11. ***EMERGENCY GEOTECHNICAL SERVICES:*** Provide rapid response for assessments following natural disasters or unforeseen events. Deliver recommendations for both temporary and permanent remediation solutions.

6.12. ***CLEARING AND SURVEYING FOR BORING ACCESS:*** Perform clearing and surveying as required to facilitate access to boring locations for geotechnical investigations.

6.13. ***COORDINATION AND MEETINGS:*** Attend coordination meetings with ARDOT Materials Division or Project Sponsors before site visits and the initiation of field operations to align expectations and project requirements.

6.14. ***GEOTECHNICAL SERVICES FOR RECREATIONAL TRAILS:*** Offer tailored geotechnical evaluations for trails, addressing issues such as landslide mitigation, wetland crossings, and erosion-resistant trail surfaces. Provide recommendations for low-maintenance designs that minimize environmental impacts.

7. CONSTRUCTION INSPECTION SERVICES

The Consultant shall provide comprehensive construction engineering and inspection (CEI) services to support ARDOT and its local partners in ensuring that transportation projects are constructed in substantial conformance with plans, specifications, and applicable standards. These services encompass all aspects of construction management, oversight, and quality assurance, and may be assigned under individual Task Orders tailored to project-specific needs.

7.1. ***CONSTRUCTION MANAGEMENT AND OVERSIGHT:*** Coordinate with ARDOT, Project Sponsors, and contractors to ensure project requirements, budgets, and schedules are met. Act as an extension of ARDOT or the Project Sponsor for construction-related tasks.

7.2. ***SURVEY CONTROL:*** Verify and establish control points and baselines. Conduct quantity computations and quality control under the supervision of a licensed surveyor.

7.3. ***INSPECTION AND TESTING:*** Perform on-site inspections and testing of materials to ensure compliance. Provide certified personnel and timely test results.

7.4. ***MEASUREMENT AND VERIFICATION OF QUANTITIES:*** Measure, document, and verify job quantities for pay items to ensure accuracy.

7.5. ***PREPARATION AND REVIEW OF PAY APPLICATIONS:*** Assist in preparing and reviewing pay estimates using specialized software, such as AASHTOWare, or other Project Sponsor-specified programs.

7.6. ***ENGINEERING SUPPORT:*** Provide design-related solutions, review contract changes, and resolve construction issues.

8. DELIVERABLES AND PROJECT-SPECIFIC SERVICES

8.1. ***DELIVERABLES STANDARD OF CARE:*** Deliverables for all services performed under this Agreement shall be tailored to meet the unique requirements of each Task Order issued. The Consultants are responsible for ensuring that all deliverables are complete, technically accurate, and fully compliant with applicable Federal, State, and local standards. The following general guidelines apply to the preparation and submission of deliverables under this Agreement:

8.1.1. All deliverables must be submitted in the format specified within the relevant Task Order or as required by ARDOT or the Local Public Agency (Project Sponsor).

8.1.2. Consultants must adhere to applicable guidelines, including ARDOT, FHWA, and other Federal or state agency standards, for technical documents, engineering plans, environmental assessments, and other required outputs.

8.1.3. Unless otherwise directed, digital deliverables shall be provided in editable formats such as CAD, GIS-compatible files, and standard office software formats, ensuring compatibility with ARDOT and Project Sponsor systems.

8.2. ***TIMELINESS AND QUALITY ASSURANCE:*** Deliverables must be completed within the timelines established in individual Task Orders. Delays must be communicated promptly and accompanied by a revised schedule for approval. Consultants must implement quality control measures to ensure all submissions meet or exceed the expectations defined in each Task Order.

8.3. ***COORDINATION AND COMMUNICATION:*** Consultants shall maintain open communication with ARDOT and/or Project Sponsor representatives throughout the duration of assigned projects. Regular updates and coordination meetings may be required to ensure project alignment and progress. Task Order-specific requirements, such as coordination with third parties (e.g., utility companies, regulatory agencies, or local stakeholders), shall be fully documented and managed to avoid disruptions to project schedules.

8.4. ***SUBCONSULTANT CONTRIBUTIONS:*** Deliverables produced by subconsultants must meet the same standards of quality and compliance as those prepared by the primary consultant. It is the responsibility of the primary consultant to oversee subconsultant work and ensure its integration into the overall project deliverables.

8.5. ***PROJECT-SPECIFIC NEEDS AND ADJUSTMENTS:*** Each Task Order may include project-specific requirements that expand upon or deviate from the general scopes of work outlined in this Agreement.In the event of any discrepancy, the Task Order Scope of Work shall take precedence. Consultants must review Task Order details thoroughly and adjust methodologies and deliverables accordingly. Additional scopes, unforeseen challenges, or new initiatives may be incorporated into Task Orders at ARDOT's discretion. Consultants should anticipate flexibility and adaptability in addressing such needs.

8.6. ***FINAL DELIVERABLE REVIEW AND ACCEPTANCE:*** All final deliverables shall undergo a formal review process by ARDOT and/or the Project Sponsor. Consultants are expected to address comments or requested revisions promptly to achieve final acceptance. Consultants may be required to provide ongoing support to ARDOT or the Project Sponsor after final submission, including clarification of methodologies, provision of additional documentation, or adjustments to deliverables to ensure project success.

Doc Express® Document Signing History

Contract: CC - On-Call Local Federal Aid Projects (2025-2028) - Michael Baker International, Inc. Document: 2025LP00-MBII

Date	Signed By
02/10/2025	Mike Stengel Michael Baker International, Inc. Electronic Signature (Signed by Consultant)
02/10/2025	Jessica Jackson Arkansas Department of Transportation Electronic Signature (Reviewed by Consultant Contracts Division Head)
02/10/2025	David Siskowski Arkansas Department of Transportation Electronic Signature (Reviewed by Division)
02/12/2025	Keli Wylie Arkansas Department of Transportation Electronic Signature (Reviewed by ACE)
02/13/2025	Jessie Jones Arkansas Department of Transportation Electronic Signature (Reviewed by Chief Engineer)
02/18/2025	Jared Wiley Arkansas Department of Transportation Electronic Signature (Signed by Director)

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

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

RELATIVE TO

Implementation of **Job 040966, I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)** (hereinafter called the "Project") as a Federal-aid Surface Transportation Block Grant Program – Attributable (STBGP>200K) project.

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

	Maximum Federal %	Minimum Sponsor %
Preliminary Engineering by Consultant	80	20
Right of Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such 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) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the "Commission") awarded the Sponsor Federal-aid STBGP>200K funds; and

WHEREAS, funding participation will be subject to a limit of **$650,000** maximum Federal-aid STBGP>200K funds for the **design and environmental phases** of the Project and obligation limitation approved; 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 ARDOT.gov) 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 in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation 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 on a daily basis;
   - 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;
   - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.

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.**

4. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)

5. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

6. Request reimbursement from the Department for eligible expenditures related to the preconstruction phases of the Project.

7. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**

8. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.

9. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).

10. Ensure 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.

11. 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 compliance 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.**

12. 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").

13. Ensure the preparation of utility adjustment and right of way plans are in accordance with Arkansas State Highway Commission Policy.

14. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

15. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

16. 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 (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right of way. **NOTE: Any property that is to become Department right of way must be acquired in the Department's name.**

17. Submit plans at 30%, 60%, and 90% completion stages for Department review.

18. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

19. 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.**

20. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

21. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.

22. Prior to awarding the construction contract, submit a check for $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.

23. 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.**

24. Ensure that all work, material testing and acceptance, and inspection are conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

25. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

26. 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). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

27. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.

28. 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.

29. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

35. 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).

36. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and FHWA officials.

37. Be responsible for 100% of all project costs incurred:

    - should the Project not be completed as specified;
    - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
    - not provided by the FHWA.

38. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

39. Repay to the Department the federal share of the cost of any portion of the 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.

40. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right of way 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;
    - 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 withholding all future Federal-aid.

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 improvements outside of the Department's right of way are 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 COMMISSION WILL:

1. Provide up to $650,000 in Federal-aid STBGP>200K funds for the design and environmental phases of the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Review plans and specifications submitted by the Sponsor.
3. Reimburse the Sponsor 80% (Federal-aid share) for all eligible costs related to preconstruction phases of the Project.
4. 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.
5. Upon receipt of the Sponsor's certification of right of way (property) ownership, provide the appropriate documentation to the file.
6. 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.
7. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
8. Review bid tabulations and concur in award of the construction contract for the Project.
9. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
10. Review and approve any necessary change orders for project/program eligibility.
11. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs 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.
12. 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 LPA Final Acceptance Report form (Form LPA-016).
13. Provide all form updates via email to the contact as shown on Form LPA-005.
14. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the 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 the Department's 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 future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation 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 this 29th day of January, 2024

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the I-49 & Stephen Carr Memorial Boulevard Interchange Improvements Project.

Signatories

CITY OF FAYETTEVILLE

Lioneld Jordan
Mayor

12/04/2024
Date

Kit Williams
Attorney

12/04/2024
Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the I-49 & Stephen Carr Memorial Boulevard Interchange Improvements Project.

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Tim Conklin
Executive Director

12-12-2024
Date

Agreement of Understanding between:

The City of Fayetteville, Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of the I-49 & Stephen Carr Memorial Boulevard Interchange Improvements Project.

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

Jared D. Wiley, P.E.
Director

1/29/25
Date

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.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1882

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **WATER SEWER WORK TRUCK REPLACEMENTS THROUGH OLATHE FLEET**

RECOMMENDATION:
A RESOLUTION TO APPROVE THE PURCHASE OF TWO FORD F550 WORK TRUCKS THROUGH OLATHE FLEET FOR THE PURCHASE PRICE OF $178,583 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032824-OLA).

BACKGROUND:
Asset 393 (WSEW_F033) 2017 Ford F550 15/15 points.
Asset 3000 (WSEW_F086) 2017 Ford F550 15/15 points.

DISCUSSION:
Units 393 and 3000 have both required costly repairs resulting in significant downtime. They serve as shared trucks for the Water, Sewer, and Construction crews within the Water & Sewer Department.

Due to their high utilization and critical role as frontline assets, Fleet Operations recommends their immediate replacement.

BUDGET/STAFF IMPACT:
Unit 393 is not a budgeted replacement; however, unit 3000 is included in the approved replacement schedule. Adequate funds are allocated within the Fleet Replacement Vehicles Project, and therefore a budget adjustment is not required.

ATTACHMENTS: 3. Staff Review Form, 4. Reg. Cab Olathe Sourcewell $88,324.00, 5. Ext. Cab Olathe Sourcewell $90,259.00

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

File #: 2025-1882

A RESOLUTION TO APPROVE THE PURCHASE OF TWO FORD F550 WORK TRUCKS FROM OLATHE FLEET IN THE TOTAL AMOUNT OF $178,583.00, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES

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 the purchase of two Ford F550 work trucks from Olathe Fleet, pursuant to a Sourcewell Cooperative purchasing contract, in the total amount of $178,583.00, plus any applicable surcharges, freight charges, and delivery fees for use by the Utilities Department.

City of Fayetteville Staff Review Form

2025-1882

Item ID

10/21/2025

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

Ross Jackson	9/22/2025	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF TWO (2) FORD F550 4X4 DUMP BODIES FROM OLATHE FLEET IN THE AMOUNT OF $178,583 THROUGH SOURCEWELL CONTRACT 032824-OLA PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

Budget Impact:

9700.770.1920-5802.00	SHOP
Account Number	Fund
97001	FLEET REPLACEMENT VEHICLES
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	10,878,231.00
		Expenses (Actual+Encum)	$	4,124,479.18
		Available Budget	$	**6,753,751.82**
Does item have a direct cost?	Yes	Item Cost	$	178,583.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**6,575,168.82**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

OLATHE FLEET

Purchase Order / Quote

OLATHE FORD
SANDRA GONZALEZ
GOVERNMENT FLEET SOLUTIONS TEAM
DIRECT - 505-850-5504

Date	9/17/25
Valid Until	10/18/25
Contract	SOURCEWELL - 032824 - OLA
PO	
Lead Time	IN STOCK

Customer:	Invoice Address:	Delivery Address:
FAYETTEVILLE	Same	

Description	Line Total
SUPER DUTY SD A15390 2025 F550 4X4 REG CHASSIS EXTERIOR XL 169" WB CHASSIS CAB OXFORD WHITE 7.3L DEVCT NA PFI V8 ENGINE INTERIOR 10-SPEED AUTO TORQSHIFT MEDIUM DARK SLATE VINYL	$59,064.00
EXTERIOR ☐ HEADLAMP COURTESY DELAY ☐ HEADLAMPS - AUTOLAMP (ON/OFF) ☐ HEADLAMPS-HALOGEN ☐ MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS ☐ ROOF CLEARANCE LIGHTS ☐ TOW HOOKS ☐ TRAILER SWAY CONTROL ☐ TRAILER TOW WIRE HARNESS ☐ WIPERS- INTERMITTENT INTERIOR ☐ 4.2" PRODUCTIVITY SCREEN ☐ AIR COND, MANUAL FRONT ☐ BLACK VINYL FLOOR COVERING ☐ OUTSIDE TEMP DISPLAY ☐ PARTICULATE AIR FILTER ☐ POWER LOCKS AND WINDOWS ☐ STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS ☐ UPFITTER SWITCHES FUNCTIONAL ☐ 4-WHEEL ANTILOCK BRAKE SYS ☐ FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM ☐ HILL START ASSIST ☐ REMOTE KEYLESS ENTRY ☐ STABILIZER BAR, FRONT/REAR ☐ SYNC®4 W/8" SCREEN SAFETY/SECURITY ☐ ADVANCETRAC™ WITH RSC® ☐ AIRBAGS - SAFETY CANOPY® ☐ BELT-MINDER CHIME ☐ DRIVER/PASSENGER AIR BAGS ☐ SECURE PKG 1 YR INCLUDED ☐ SOS POST-CRASH ALERT SYS™ WARRANTY ☐ 3YR/36,000 BUMPER / BUMPER ☐ 5YR/60,000 POWERTRAIN ☐ 5YR/60,000 ROADSIDE ASSIST ☐ 5YR/100,000 DIESEL	
OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG.660A 10-SPEED AUTO TORQSHIFT NO CHARGE 225/70R19.5G BSW MAX TRAC TIRE 215.00 4.88 RATIO LIMITED SLIP AXLE 395.00 PAYLOAD PLUS PACKAGE UPGRADE 2 1,155.00 FRONT LICENSE PLATE BRACKET NO CHARGE PLATFORM RUNNING BOARDS 320.00 19550# GVWR PACKAGE ENGINE BLOCK HEATER 190.00 SKID PLATES 100.00 50 STATE EMISSIONS NO CHARGE TRAILER BRAKE CONTROLLER 300.00 CENTER HIGH MOUNT STOP LAMP 100.00 AUTO EMERGENCY BRAKE REMOVAL NO CHARGE 40 GAL AFT OF AXLE FUEL TNK NO CHARGE 410 AMP DUAL ALTERNATOR 115.00 EXTERIOR BACKUP ALARM 220.00 DUAL BATTERY 210.00	TRUCK EQUIPMENT RESOURCE - QUOTE - DFW7684 - CUSTOM 12' DUMP BODY $24,625.00 FACTORY SELECTED OPTIONS $3,835.00

Special Notes and Instructions

MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING

QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.

PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal		$87,524.00
Sales Tax	0.00%	$0.00
Tire Tax	0	$0.00
Extended Warranty and Maintenance Plan		$0.00
Documentation Fee		$0.00
Delivery		$800.00
MSO / ODO		$0.00
Total Per Unit less Trade-In		$88,324.00
Quantity of Units		1
Sale Total		**$88,324.00**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____

Print Name _____

Date _____

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

Truck Equipment Resource

TER - DFW
PO Box 94
Conroe TX 77305
United States

Quote

Quote # DFW7684
Date 8/25/2025
Expiration Date 10/3/2025
Sales Rep Tim Pannell
tpannell@tertexas.com

Claim #
Unit #

ADDRESS

Olathe Fleet
1845 E Santa Fe
Olathe KS 66062
United States

VIN #	Year	Make	Model	CA	PO #
	2025	Ford	F-550	84	

Item	DESCRIPTION	QTY
TER12FB	12'x96" TER Dumping Flatbed Asphalt lip	1
BUY5627524	Buyers Products .75 Inch Round Marker Clearance Lights - 3 LED Amber With Stripped Leads	2
BUY5627514	Buyers Products .75 Inch Round Marker Clearance Lights - 3 LED Red With Stripped Leads	5
BUY405BZ	Buyers Products Galvanized Anti-Sail Brackets 26.13x21 Inch	1
TERCUSTOMFAB	20" Sides 22" Tailgate Cab protector	32
RUGSR4016-ED	Rugby SR4016-ED 7.7-17 Ton Hoist 5.5" Bore, 16" Stroke, 2" Diameter Rod NTEA Class D/40	1
BUY1809070	Buyers Products Flatbed/Flatbed Dump Hitch Plate Bumper with 2-1/2 Inch Receiver	1
BUYRM102000	10 Ton Combination Hitch for 2-1/2 Inch Hitch Receivers	1
CUR56443	Factory Type 7 Way - 2020 F350	1
BUY554275150	Buyers Products Aluminum Tarp System With Mesh Tarp 7-1/2 x 15 Foot	1
BUY1702305	Buyers Products 18x18x36 Inch Black Steel Underbody Truck Box	2
NPN	WHELEN Beacon lights	2
NPN	WHELEN 4 corner strobes	4
Shop Supplies - F	Shop Supplies	1
Freight	Freight	1
Install DFW	Install QC	40

Truck Equipment Resource

TER - DFW
PO Box 94
Conroe TX 77305
United States

Quote

Quote # DFW7684
Date 8/25/2025
Expiration Date 10/3/2025

Item	DESCRIPTION	QTY
	Make-ready FURNISH AND INSTALL * FURNISH AND INSTALL 12FT X 96“ TER FLATBED WITH 3/16” SMOOTH FLOOR 4“ STRUCTURAL CHANNEL CROSSMEMBERS ON 16” CENTERS 4“ STRUCTURAL CHANNEL END AND SIDE RAILS 6” STRUCTURAL CHANNEL LONGSILLS SOLID METAL HEADBOARD/JAIL HOUSE WINDOW FMVSS LIGHTING, PAINTED BLACK WEIGHT SLIP AND CERTIFICATION * FACTORY B/U CAMERA * HD HITCH AND 7-WAY PLUG FRAME BOLTED * 20“ FIXED SIDES, 22” TAILGATE * 1/4“ CAB GUARD * RUGBY SR4016 ELECTRIC DOUBLE ACTING * MANUAL TARP SYSTEM * 2- 36” FRAME MOUNTED TOOL BOXES * 2 - AMBER BEACON LIGHTS, TOP CORNER OF DUMP BODY * 4 - CORNER STROBES WIRED TO UPFITTER SWITCHES	

Thank you for the opportunity to quote your project. Please call us today for scheduling.

50% deposit required on all special order items.

Total **$24,625.00**

Accepted By _____

Accepted Date _____

Disclaimer
Truck Equipment Resource is not responsible for any personal belongings, valuables, or other items left inside a vehicle at the time of drop-off. By leaving a vehicle at any of our locations, the customer acknowledges and agrees that all personal property should be removed prior to service, and that Truck Equipment Resource shall be released from any and all liability for loss, theft, or damage to items left inside the vehicle.

OLATHE FLEET

Purchase Order / Quote

OLATHE FORD
SANDRA GONZALEZ
GOVERNMENT FLEET SOLUTIONS TEAM
DIRECT - 505-850-5504

Date	9/17/25
Valid Until	10/17/25
Contract	SOURCEWELL - 032824 - OLA
PO	
Lead Time	IN STOCK

Customer:	Invoice Address:	Delivery Address:
FAYATTEVILLE	Same	

Description	Line Total
SUPER DUTY SE D79867 2025 F550 4X4 SUPER CHASSIS EXTERIOR XL 192" WB CHASSIS CAB OXFORD WHITE 7.3L DEVCT NA PFI V8 ENGINE INTERIOR 10-SPEED AUTO TORQSHIFT MEDIUM DARK SLATE VINYL	$60,874.00
EXTERIOR ☐ HEADLAMP COURTESY DELAY ☐ HEADLAMPS - AUTOLAMP (ON/OFF) ☐ HEADLAMPS-HALOGEN ☐ MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS ☐ ROOF CLEARANCE LIGHTS ☐ TOW HOOKS ☐ TRAILER SWAY CONTROL ☐ TRAILER TOW WIRE HARNESS ☐ WIPERS- INTERMITTENT INTERIOR ☐ 4.2" PRODUCTIVITY SCREEN ☐ AIR COND, MANUAL FRONT ☐ BLACK VINYL FLOOR COVERING ☐ OUTSIDE TEMP DISPLAY ☐ PARTICULATE AIR FILTER ☐ POWER LOCKS AND WINDOWS ☐ STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS ☐ UPFITTER SWITCHES FUNCTIONAL ☐ 4-WHEEL ANTILOCK BRAKE SYS ☐ FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM ☐ HILL START ASSIST ☐ REMOTE KEYLESS ENTRY ☐ STABILIZER BAR, FRONT/REAR ☐ SYNC®4 W/8" SCREEN SAFETY/SECURITY ☐ ADVANCETRAC™ WITH RSC® ☐ AIRBAGS - SAFETY CANOPY® ☐ BELT-MINDER CHIME ☐ DRIVER/PASSENGER AIR BAGS ☐ SECURE PKG 1 YR INCLUDED ☐ SOS POST-CRASH ALERT SYS™ WARRANTY ☐ 3YR/36,000 BUMPER / BUMPER ☐ 5YR/60,000 POWERTRAIN ☐ 5YR/60,000 ROADSIDE ASSIST ☐ 5YR/100,000 DIESEL	
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Special Notes and Instructions
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Subtotal		$89,459.00
Sales Tax	0.00%	$0.00
Tire Tax	0	$0.00
Extended Warranty and Maintenance Plan		$0.00
Documentation Fee		$0.00
Delivery		$800.00
MSO / ODO		$0.00
Total Per Unit less Trade-In		$90,259.00
Quantity of Units		1
Sale Total		**$90,259.00**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____

Print Name _____

Date _____

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

Truck Equipment Resource

TER - DFW
PO Box 94
Conroe TX 77305
United States

Quote

Quote # DFW7684
Date 8/25/2025
Expiration Date 10/3/2025
Sales Rep Tim Pannell
tpannell@tertexas.com

Claim #
Unit #

ADDRESS

Olathe Fleet
1845 E Santa Fe
Olathe KS 66062
United States

VIN #	Year	Make	Model	CA	PO #
	2025	Ford	F-550	84	

Item	DESCRIPTION	QTY
TER12FB	12'x96" TER Dumping Flatbed Asphalt lip	1
BUY5627524	Buyers Products .75 Inch Round Marker Clearance Lights - 3 LED Amber With Stripped Leads	2
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BUY405BZ	Buyers Products Galvanized Anti-Sail Brackets 26.13x21 Inch	1
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NPN	WHELEN Beacon lights	2
NPN	WHELEN 4 corner strobes	4
Shop Supplies - F	Shop Supplies	1
Freight	Freight	1
Install DFW	Install QC	40

Truck Equipment Resource

TER - DFW
PO Box 94
Conroe TX 77305
United States

Quote

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Thank you for the opportunity to quote your project. Please call us today for scheduling.

50% deposit required on all special order items.

Total **$24,625.00**

Accepted By _____

Accepted Date _____

Disclaimer
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1883

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **POLICE TRAINING DIVISION VEHICLE REPLACEMENT THROUGH NATIONAL AUTO FLEET GROUP**

RECOMMENDATION:
A RESOLUTION TO APPROVE THE PURCHASE OF A FORD EXPLORER FROM NATIONAL AUTO FLEET GROUP FOR THE PURCHASE PRICE OF $41,277.95 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (091521-NAF).

BACKGROUND:
Asset 1316 (POLC_F056) has reached 13.6/15 points.

DISCUSSION:
Asset 1316's transmission has failed. Fleet Operations has determined the cost of repairs exceeds the benefits of further use and recommends replacement.

BUDGET/STAFF IMPACT:
This is not a budgeted FY25 replacement. However, sufficient funds are budgeted within the vehicle replacement project to proceed with purchase.

ATTACHMENTS: 3. Staff Review Form, 4. NAFG - Quote Ford Explorer RWD

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

File #: 2025-1883

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD EXPLORER FROM NATIONAL AUTO FLEET GROUP IN THE AMOUNT OF $41,277.95, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES

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 the purchase of a Ford Explorer through National Auto Fleet Group, pursuant to a Sourcewell Cooperative purchasing contract, in the amount of $41,277.95, plus any applicable surcharges, freight charges, and delivery fees for use by the Police Training Division.

City of Fayetteville Staff Review Form

2025-1883

Item ID

10/21/2025

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

ROSS JACKSON	9/22/2025	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD EXPLORER IN THE AMOUNT OF $41,277.95 THROUGH NATIONAL AUTO FLEET GROUP SOURCEWELL CONTRACT 091521-NAF PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

Budget Impact:

9700.770.1920-5802.00	SHOP
Account Number	Fund
97001	FLEET REPLACEMENT VEHICLE
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	10,878,231.00
		Expenses (Actual+Encum)	$	4,124,479.18
		Available Budget	$	**6,753,751.82**
Does item have a direct cost?	Yes	Item Cost	$	41,277.95
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**6,712,473.87**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

8/26/2025

Quote ID: **40418**

Order Cut Off Date: **TBA**

ROSS JACKSON
City of Fayetteville Fleet Division
Fleet Division

1525 Happy Hollow

Fayetteville, AR, USA, Arkansas, 72701

Dear ROSS JACKSON,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2026 Ford Explorer (K7D) Active RWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$40,630.00	$40,077.95	1.359 %	$552.05
4 Additional Key(s)		$1,200.00		
Tax (0.0000 %)		$0.00		
Tire fee		$0.00		
Total		$41,277.95		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99H	Engine: 2.3L EcoBoost I-4, (STD)
TRANSMISSION	
Code	**Description**
44T	Transmission: 10-Speed Automatic, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	Oxford White
ADDITIONAL EQUIPMENT	
Code	**Description**
425	50 State Emissions System, -inc: Standard equipment on 3.0L EcoBoost V6 engine (99C) Automatically added to 2.3L EcoBoost I-4 (99H) orders from dealers located in the following California emissions states: California, Maine, New York, Oregon, Vermont, Washington, Available option on 2.3L EcoBoost engine (99H) for dealers located in federal/non-California emissions states for all order types (retail/stock/fleet)
76U	18" Spare Wheel & Jack Kit, -inc: 18" spare tire
942	Daytime Running Lamps (DRL) (Non-Configurable), -inc: Replaces the standard configurable Daytime Running Lamps (DRL)
16A	Front & 2nd Rows Floor Liners w/o Carpet Floor Mats, -inc: Deletes standard carpet floor mats

2026 Fleet/Non-Retail Ford Explorer Active RWD

WINDOW STICKER

2026 Ford Explorer Active RWD

CODE	MODEL	MSRP
K7D	2026 Ford Explorer Active RWD	$38,330.00
	OPTIONS	
99H	Engine: 2.3L EcoBoost I-4, (STD)	$0.00
44T	Transmission: 10-Speed Automatic, (STD)	$0.00
YZ	Oxford White	$0.00
425	50 State Emissions System, -inc: Standard equipment on 3.0L EcoBoost V6 engine (99C) Automatically added to 2.3L EcoBoost I-4 (99H) orders from dealers located in the following California emissions states: California, Maine, New York, Oregon, Vermont, Washington, Available option on 2.3L EcoBoost engine (99H) for dealers located in federal/non-California emissions states for all order types (retail/stock/fleet)	$0.00
76U	18" Spare Wheel & Jack Kit, -inc: 18" spare tire	$400.00
942	Daytime Running Lamps (DRL) (Non-Configurable), -inc: Replaces the standard configurable Daytime Running Lamps (DRL)	$45.00
16A	Front & 2nd Rows Floor Liners w/o Carpet Floor Mats, -inc: Deletes standard carpet floor mats	$160.00

Please note selected options override standard equipment

SUBTOTAL	**$38,935.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,695.00
TOTAL PRICE	**$40,630.00**

Est City: 20 (2025) MPG
Est Highway: 29 (2025) MPG
Est Highway Cruising Range: 519.10 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)
Transmission: 10-Speed Automatic (STD)

WHEELS

Wheels: 18" Sparkle Silver-Painted Aluminum

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode
Rear-Wheel Drive
3.58 Axle Ratio
Battery w/Run Down Protection
Regenerative Alternator
Class III Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
17.9 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Tires: P255/65R18 AS BSW
Tire Mobility Kit
Body-Colored Front Bumper w/Metal-Look Bumper Insert
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Black Bodyside Insert, Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Body-Colored Door Handles
Black Manual Remote Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels

Lip Spoiler
Black Grille w/Chrome Accents
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Steering Wheel Controls, External Memory Control and Internal Memory
Radio: AM/FM Stereo -inc: MP3 capable, 6 speakers, speed-compensated volume, SiriusXM w/360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience w/13.2" color LCD touchscreen in IP center-stack, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility, Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates, Fees and taxes apply, See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349, Available in the 48 contiguous United States, D.C, and Puerto Rico (w/coverage limits and capable receiver), Visit http://www.siriusxm.com/FAQS for most current service area information, Availability of some services and features is subject to device capabilities and location restrictions, All fees, content and features are subject to change, SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc, and its respective subsidiaries Eligible 2026 model-year vehicle receive complimentary access to 1-year Ford connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.
6 Speakers
Streaming Audio
Integrated Roof Antenna
Bluetooth Wireless Phone Connectivity
2 LCD Monitors In The Front
Real-Time Traffic Display
Driver Seat
Passenger Seat
Bucket Folding Captain Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
Front Center Armrest and Rear Seat Mounted Armrest Outboard Only
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Oil Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
FordPass Connect 5G Mobile Hotspot Internet Access

Fixed 50-50 Bench 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Cruise Control w/Steering Wheel Controls
Adaptive Cruise Control with Stop-and-Go
Voice Activated Dual Zone Front Automatic Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Piano Black/Metal-Look Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents
Full Cloth Headliner
Cloth Door Trim Insert
Unique Cloth Captain's Chairs -inc: 6-way power driver and 4-way manual passenger
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Cargo Space Lights
Smart Device Remote Engine Start
Integrated Navigation System w/Voice Activation
Smart Device Integration
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Trip Computer

Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
3 12V DC Power Outlets
Air Filtration
Lane Centering
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos Capability
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
PCA with AEB and Intersection Assist
Rear Cross-Traffic Braking
Lane-Keeping System Lane Keeping Assist
Lane-Keeping System Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Back-Up Camera w/Washer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1998

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Brad Hardin, Fire Chief

FROM: Granville Wynn, Financial Analyst - Fire

SUBJECT: **Resolution to purchase from Galls through Sourcewell Cooperative Contract #011124-GAL**

RECOMMENDATION:
Staff is requesting Council approval of a resolution to approve the purchase of uniform shirts, coats, pants, boots, shoes, hats, and related products, services, and solutions from Galls pursuant to the Sourcewell Cooperative Purchasing Contract #011124-GAL, on an as-needed basis within approved budget through 2028, and any future renewal periods.

BACKGROUND:
The Fayetteville Fire Department has utilized Galls for multiple years. By utilizing this vendor, it will aid in continuity of service in receiving needed departmental uniforms and associated uniform products.

DISCUSSION:
Purchasing through the Cooperative Agreement will enable us to obtain needed uniforms and uniform equipment at a greatly reduced cost to the City.

BUDGET/STAFF IMPACT:
These purchases would occur within the approved Fire Department Budget and Work Program each year.

ATTACHMENTS: 3. Staff Review Form, 4. Sourcewell Documentation, 5. Galls/Sourcewell Contract 011124

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

File #: 2025-1998

A RESOLUTION TO APPROVE THE PURCHASE OF FIRE DEPARTMENT UNIFORMS AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS FROM GALLS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, ON AN AS-NEEDED BASIS WITHIN THE APPROVED BUDGET THROUGH MARCH 25, 2028, AND ANY FUTURE RENEWAL PERIODS

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 purchase of uniform shirts, coats, pants, boots, shoes, hats, and related products, services, and solutions from Galls, pursuant to Sourcewell Cooperative Purchasing Contract #011124-GAL, on an as-needed basis within approved budget through March 25, 2028, and any future renewal periods.

City of Fayetteville Staff Review Form

2025-1998

Item ID

10/21/2025

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

Brad Hardin	9/30/2025	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff is requesting Council approval of a resolution to approve the purchase of uniform shirts, coats, pants, boots, shoes, hats, and related products, services, and solutions from Galls pursuant to the Sourcewell Cooperative Purchasing Contract #011124-GAL, on an as-needed basis within approved budget through 2028, and any future renewal periods.

Budget Impact:

1010.300.3020-5302.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	69,356.00
		Expenses (Actual+Encum)	$	46,834.94
		Available Budget	$	22,521.06
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	22,521.06

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

Galls

Public safety uniforms

#011124-GAL

Maturity Date: 3/25/2028

Products & Services

Products & Services

Sourcewell contract 011124-GAL gives access to the following types of goods and services:

- Class A uniforms
- Class B uniforms
- Class C uniforms
- Tactical uniforms
- Honor guard uniforms
- Polos
- Trousers
- Outerwear
- Cold weather gear
- Footwear
- Headwear
- Stationwear

Contact us

Have questions about a contract or cooperative purchasing?

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Password

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Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

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added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Galls, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Mike Fadden 0C4B71230FBF488...
By: _____	By: _____
Jeremy Schwartz	Mike Fadden
Title: Chief Procurement Officer	Title: CEO
Date: 3/28/2024 | 10:24 AM CDT	Date: 3/28/2024 | 7:01 AM PDT

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RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name:	Galls, LLC
Address:	1340 Russell Cave Road Lexington, KY 40505
Contact:	Tiffany Brewer
Email:	brewer-tiffany@galls.com
Phone:	859-800-1406
HST#:	20-3545989

Submission Details

Created On:	Tuesday January 09, 2024 07:29:54
Submitted On:	Thursday January 11, 2024 11:48:26
Submitted By:	Tiffany Brewer
Email:	brewer-tiffany@galls.com
Transaction #:	54f2729c-c672-4dd6-89d7-f477d7c11b25
Submitter's IP Address:	4.30.235.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Galls, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Patriot Outfitters, LLC US Patriot Tactical	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Galls, LLC dba Galls Long Beach Uniforms Quartermaster, LLC Postal Uniform Xpress Postal Uniforms Direct Postal Uniforms Online Postal Uniform Discounters American Postal Uniforms Wasserman Uniforms A.M.E.'s Uniforms Patriot Outfitters, LLC Carpenter Uniforms and Promotional Products Red the Uniform Tailor Miller Uniforms and Emblems Inc. KEEPRS Inc. Cruse Uniforms & Equipment Inc Samzie’s LTD Lark Uniform Company Inc. Universal Uniforms Sales Co., Inc. Keystone Uniforms OC On Guard Apparel US Patriot Tactical	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	G7DPAK2M4HP1	*
5	Proposer Physical Address:	1340 Russell Cave Rd. Lexington, KY 40505	*
6	Proposer website address (or addresses):	www.galls.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Fadden, CEO 844-464-2557 fadden-mike@galls.com 1340 Russell Cave Rd. Lexington, KY 40505	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tiffany Brewer Sr. Mgr. Contract Compliance 859-800-1406 brewer-tiffany@galls.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Andrews, Regional Director - Sales andrews-matthew@galls.com 859-800-1167	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls has been in business for over 57 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1600 employees. Galls generates over $560 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Our goal to is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the uniforms and accessories to participating members facilities per the specifications over the term of the contract. We are proud to serve America's Public Safety Professionals	*
11	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our current contract with Sourcewell for body armor and other nationwide Co-Ops. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached	*
13	What is your US market share for the solutions that you are proposing?	20%	*
14	What is your Canadian market share for the solutions that you are proposing?	Galls does not supply at this time but would be interested in exploring that option with the Sourcewell contract.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls,LLC has never petitioned for Bankruptcy	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety uniform and equipment distributor in the United States. Galls website features all authorized products and manufacturers that we are eligible to supply. We have manufacturers that range in size from small/locally owned to nationally recognized names such as Lion/Elbeco, Fechheimer, and 5.11 to name a few.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls is not currently or previously suspended/debarred by any local, state, federal agencies within the last 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Newsweek's America's Greatest Workplaces 2023 Newsweek's America's Greatest Workplaces for Diversity 2023 Military Times Best for Vets Employer 2023 Recipient of the NAUMD Best Dressed Correctional, Police & Sheriff Small Agency 2023 Recipient of the NAUMD Best Dressed Police & Sheriff K-9 Unit 2022 Recipient of the NAUMD Best Dressed Emergency Services Large Fire House 2022 Recipient of the NAUMD Best Dressed Police & Sheriff Motorcycle Unit 2022 Recipient of the NAUMD Best Dressed Government: BOF 2022 Recipient of the NAUMD Image of the Year: Transportation 2022	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 80% of our business is to the public safety sector on the local, state, and federal level.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 5-8%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : $5mm NYHIRE : $100,000 COSTARS : $200,000 STARS Alliance : $305,000 SOURCEWELL: $200,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA : $10mm annually	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Antonio Fire Department	Joe Arrington, Public Information Officer	210-207-4926	*
Houston Fire Department	Jaime Arrendondo, Division Manager/Logistics	832-395-8538	*
Phoenix Fire Department	Captain Keith Rogers	602-510-2038	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta PD	Government	Georgia - GA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $1.7m 2022 - $2m 2023 - $1.5m	*
City of Los Angeles	Government	California - CA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2.5m 2022 - $3m 2023 - $2.9m	*
City of Houston Police Department	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $800k 2022 - $800k 2023 - $800k	*
Metropolitan Police Department	Government	District of Columbia - DC	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2.6m 2022 - $2.6m 2023 - $2.6m	*
City of Austin Police	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2m 2022 - $2m 2023 - $2m	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Galls has over 90 outside sales reps across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own portfolio of mid sized customers. We also have an additional Business Development team consisting of approximately 25 team members that target new business opportunities. Finally we have a branch network of over 60 locations nationwide and have rolled out a new program.	*
27	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers. Products will ship directly from one of our locations or we will arrange for a drop ship from the manufacturer directly to the end user.	*
28	Service force.	Our Sales team manages most of our service work but in addition to the sales we manage all operations in house. With onsite accounting, marketing, inventory management, and contract management teams Galls provides the best service behind the scenes to ensure our customers have their products timely, invoices are submitted and paid properly, and we adhere to compliance of all contractual agreements. Galls may provide onsite sizing or arrange for sizing at one of our various retail locations. Our field and branch teams are trained for fittings and sizing and can provide premier service.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Galls will take and fulfill all orders. We provide a full service ordering process with online, in person, over the phone, or through email. This allows our customers to purchase whichever way is easiest for them. Agency support is available to all participating entities via our Customer Care team or assigned agency representative. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eQuip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Galls has assembled the best team of dedicated professionals to serve the Public Safety needs of the participating entities. Customers utilizing the Co-Op will have personal contacts here at Galls. These contacts will work to coordinate with our merchandisers, inventory planner, and Value Added Service team alterations/customization) to make sure we meet the customers needs for comfort, performance, and design.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Galls will work with each participating entity to work out the best program solution. We will leverage our strong sales force and our nationwide retail branches in almost every major city across the country.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service representatives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to service any Sourcewell entities. Due to the nature of some items any restrictions due to state and local compliance will be identified at the time of order.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have a marketing and sales team that will focus on making sure that our customers understand all the advantages of using the Sourcewell contract. They will do this through marketing campaigns, direct emails, mailing list and in person visits.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcewell contract.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcewell's role will be minimal.W e hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcewell.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eQuip. Galls also offers the ability to create customized Online Ordering System ("eQuip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eQuip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eQuip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1500 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eQuip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eQuip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eQuip capabilities will include: • Secure online ordering system o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting The Galls eQuip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eQuip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcewell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcewell contract with sizing certification so they can size their own officers. Our sales team is certified in sizing and can assist in training any Sourcewell Participating Entities. That said,our service model is designed to provide this service to all of our customers. We will also leverage our manufacturer/supplier teams to provide additional information or training sought.	*
41	Describe any technological advances that your proposed products or services offer.	We have developed a system called eQuip that we can offer any Sourcewell Participating entities. Our eQuip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing, and request for additional items. This is something exclusive to Galls and offered only to Galls customers.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In 2020 we took steps to reduce our overall corrugate usage by about 30%. We replaced some one-time use corrugate with multi-use conveyances. We have also increased the number of shipments is bags vs. boxes. In terms of disposal of corrugate, we have moved away from paying to remove our corrugate waste to installing a baler and selling our bales to a recycler. In 2021 we will continue to look for more ways to reduce corrugate in the building as well as other paper waste. With some late year IT initiatives, we will be able to take items direct from Inbound to shipping eliminating the need to put in a box and put in a Reserve location before it ships. Energy Management We eliminated our permanent weekend shift and our 3rd shift, reducing our energy consumption. In 2021 we are looking into adding motion activation controls to light fixtures in areas which are less traveled Transportation In 2020 we became a SmartWay certified shipper. SmartWay is a program through the EPA to promote Eco-Friendly shipping. https://www.epa.gov/smartway We continue to push for Economy shipping methods vs. Express. Economy (Ground) has a much smaller carbon footprint than Express (Air). Galls also works within our local communities and volunteers time to assist with city beautification and cleanup efforts.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Galls does not hold any certifications. Galls utilizes certified businesses throughout the country where applicable. We have a federally approved small business plan via our GSA contract.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?	As the largest Public Safety uniform and equipment distributor in the United States, Galls has the unique ability of providing the highest level of service and inventory available. Galls has relationships with all major manfacturers currently producing items for the public safety sector. With a large sales force consisting of both field and Corporate based employees, we offer one on one partnerships with all of our end users. Galls offers custom built online ordering web portals fully customized for your agencies ordering needs. EMBROIDERY & TAILORING No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we can accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white. Alterations Galls provides numerous customization options for our uniform products. This includes tailoring, embroidery, emblem application, heat press, and screen printing. Galls understands that agency needs will vary across the nation and we want to ensure that there is never any confusion about pricing, so we have included the attached document which details many of the services we offer. We know that we can meet any customization needs presented by a participating member. Alteration/Fit/Sizing System Galls provides alterations in house through our distribution center in Lexington, KY and at all of our retail and service centers scattered across the country. To ensure proper fit, there are several options. Galls employees can come on site to take measurements and properly store them for future reference. Galls can also provide a run of sample sizing for the customer to keep on hand, try on and order the correct size. Customer preference can be discussed upon award. Hemming takes place at our distribution center or at our retail/service centers. Alterations Galls will be able to provide same day issue and alterations of uniforms and accessories, at their branch, when requested. This is at no additional charges. Any products requiring special alterations may be left at the Galls branch and picked up later. All patches that are required to be on uniforms will be sewn and placed at no additional charge. Galls will work with each participating member to schedule fitting, sizing, and alterations within three (5) days of the request. Customer Service Policy on Backordered Items, Items Delivered Incorrectly, Invoicing Issues, Exchanges, and Returns Our ordering system (GQ) maintains all record of backorders and can generate estimated time of arrival on all orders. If an order is placed through the custom online ordering system (eQuip), it will notify the customer immediately if an item is on backorder. The notification process and inventory accountability/realization is in real time. Galls also works closely with the department to increase stock as needed for contract items to avoid backorder demand. To reduce and eliminate errors, department approval for all personalized items is imperative before the first order is shipped out. This requires a signature prior to apply personalization to the garment. Your managed account representative also has the capability to inspect items before they are shipped out. Incorrectly delivered items, exchanges, and returns are all handled as stated below. Another option will be to return the items to the local facility. Invoice issues can be resolved by contacting our finance department. Initially, the managed account representative can also resolve any issues until a finance contact has been confirmed. Galls has an immediate turnaround time for returning phone calls and emails, on a daily basis. In the event the managed account representative is out of the office, the assistant sales rep or other team member will respond in no more than 24 hours, typically all calls are returned same day if received before close of business.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products that Galls sells are covered under our standard return/exchange policy. Unused and new items received within 30 days can be exchanged or credited. Any additional manufacturer warranties will be passed on to the end user as well.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This will vary based on manufacture and will be handled on a case by case basis. Galls will work with the end user and the manufacturer to insure all details regarding warranty usage is readily available and provided upon request. Galls also offers a 30 return policy on new and unused items.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Galls service team will be doing the travel and that expense will come at no cost to customer.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Galls will work with each manufacture to determine the best avenue for any warranty concerns. Galls will insure that these concerns are handle in a timely manner.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer will handle the warranty service for each individual product. As the distributor we will make sure this is handled quickly and efficiently by working closely with our manufacturer partner on the matter.	*
51	What are your proposed exchange and return programs and policies?	We will always work to make sure our customer are receiving exactly what they ordered. If something is received damaged or incorrect a reach out to our Customer Care team or designated account rep will be in order to make sure Galls takes care of the return and corrects the issue. All unused ad new items will be eligible for exchange if received within 30 days of delivery.	*
52	Describe any service contract options for the items included in your proposal.	We do not have a service contract option but our sales team will always provide service to any customer utilizing the Sourcewell contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Galls will work with each vendor/manufacturer partner to insure products are meeting their life cycle and keeping our customers fully uniformed. All manufacturer warranty's are passed on to the purchasing member. Galls has an internal quality control team that inspects items as they come in to our facilities and items before they go out.	*
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	Galls will honor all workmanship on alterations and customization. Exchanges and returns are processed upon receipt, but individual orders will be handled on a case-by-case basis. Reach out to your sales rep or our Customer Care team for questions.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30. Payments are accepted in the following forms: ACH/EFT All Major Credit Cards Government Purchase Cards Paper Check Cash - Branch Locations only	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer any leasing or financing options at this time.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	None at this time. Galls will work with each participating agency to determine and additional agreements that may be necessary.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Card and there is no additional cost associated with it's use.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Galls pricing structure will be based off the Galls Catalog and published pricing. SKUs have been provided for all items and pricing has been uploaded.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% discount off list price	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Galls is not offering a quantity or discount rebate. However, all participating users are encouraged to contact our Customer Care or designated sales contact for additional quotes.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Quotes will be provided on a case by case basis if items are not included on the full catalog offering. Additonal products and manufacturers within the scope of work will be available to our customers. If the need to add these items to the contract arise we will work to have a PNP approved.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight cost are not included and will be quoted per order. Alterations, embroidery and customization are not included in the cost of the products listed in our offering. Due to the nature of these items we will quote on a case by case basis.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost are not included and will be quoted per order.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Galls currently ships to all states utilizing the best practices and most cost efficient options. Delivery to Canada will be completed in the same manner. All orders exiting the country shall be subject to a full internal export audit. All duties and fees are the responsibility of the purchasing entity.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Galls has 3 distribution centers nationwide and a retail branch network of over 50 locations. Participating Entities will have the option to purchase in store, online, over the phone or via email and fax.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcewell contract will be tied to the pricelist and automatically receive Sourcewell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over $25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Galls has implemented several new processes in order to be successful in providing our goods under cooperative agreement. Galls has the ability to track items by customer, vendor, dates, etc. Galls will meet quarterly internally to discuss the usage and will provide training and soft skills to our sales associates to assist in driving customers appropriately to the cooperative agreement.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our offering includes items needed to complete uniforms for public safety, fire, military, transit, food service, and both private and public security. Galls has provided pricing for uniforms, badges, footwear and other related accessories. UNIFORM APPAREL ALTERATIONS/CUSTOMIZATION FOOTWEAR UNIFORM ACCESSORIES	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ALTERATIONS APRONS ASCOTS ATHLETIC/TRAINING BADGES/ID BALL CAPS BASELAYER BOTTOMS BASELAYER SLEEVES BASELAYER TOPS BDU BOTTOMS BDU LONG SLEEVE SHIRT BDU SHORT SLEEVE SHIRT BIKE BOTTOMS BIKE JACKET BIKE LONG SLEEVE SHIRT BIKE SHORT SLEEVE SHIRT BLAZER/BLOUSECOATS BOMBER JACKET BOOTS BUTTONS CASUAL WEAR CLASS A	

		CLASS B COLD WEATHER GLOVES CUSTOMIZATION DICKIES DRESS GLOVES DRESS OXFORDS DRESS UNIFORM EPAILETTES FLAPS/STRAPS/TABS FLEECE JACKET FOOD SERVICES FOOD SERVICES HEADWEAR FOOD SERVICES NECKWEAR FOOTWEAR ACCESSORIES GLOVES HANKERCHIEFS HEADWEAR INSOLES JACKETS JOB SHIRT LAB COATS ON DUTY GLOVES OVERALLS PANELS PANTS PARKAS PERFORMANCE BOTTOMS PERFORMANCE JACKET PERFORMANCE WEAR POLOS PONCHOS SAFETY VESTS SCARVES SCRUBS SHOELACES SHORTS SHOULDER CORDS SKIRT SOCKS SOFTSHELL JACKETS SUNGLASSES SWEATERS SWEATSHIRTS TACTICAL PANTS TIES TROUSER BELTS TROUSERS T-SHIRTS TURTLENECKS UNDERGARMENTS UNIFORM BOOTS UNIFORM SHOES VELCRO WINDBREAKERS WORK BOOTS WORKWEAR ZIPPERS	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	(•) Yes ( ) No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	( ) Yes (•) No	No	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	( ) Yes (•) No	No	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	( ) Yes (•) No	No	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell - Uniforms with Related Products and Services - RFP 011124 - Galls Price Offer.xlsx - Thursday January 11, 2024 11:34:22
- Financial Strength and Stability - Galls 2022 AFS- Confidential.pdf - Tuesday January 09, 2024 08:28:38
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Packing Slip-Return-Warranty.pdf - Thursday January 11, 2024 11:35:40
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - GQ B2B Specification - Updated 3.31.21.pdf - Tuesday January 09, 2024 08:28:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Fadden, Chief Executive Officer, Galls, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	☑	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	☑	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	☑	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	☑	2

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2012

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

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

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **Award of Bid 25-46 to Scurlock Industries of Fayetteville for the Hamestring Trail Bridge Purchase**

RECOMMENDATION:
Staff recommends award of Bid 25-46 and approval of the purchase of a concrete trail bridge from Scurlock Industries of Fayetteville in the amount of $180,197.50 plus sales tax of $17,569.26 for a total of $197,766.76 for installation by city crews on the Hamestring Creek Trail just east of Rupple Road.

BACKGROUND:
The City is preparing to begin construction on a 0.44-mile extension of the Hamestring Creek Trail. This new segment will be built by the City's in-house construction crew and will connect the existing trail near Shiloh Drive westward to the Rupple Road Trail.

As part of the project, the trail will cross Hamestring Creek. A bridge at this location has already been designed and fully permitted. Once completed, the new trail connection will provide a seamless link from the 3.7-mile Rupple Road Trail to the Shiloh Trail, and onward to the Meadow Valley Trail, Midtown Trail, and the Razorback Greenway.

This extension will significantly improve neighborhood access and mobility, offering a comfortable, off-street alternative to Mount Comfort Road for bicyclists and pedestrians.

DISCUSSION:
Bid 25-46 was advertised for the procurement of a bridge structure, and two bids were received. Scurlock Industries of Fayetteville was identified as the lowest responsive bidder. Scurlock has a well-established track record of supplying concrete bridges and culverts for City of Fayetteville projects, consistently demonstrating quality workmanship and reliable service over several decades.

Due to a production lead time of approximately 2 to 4 months, we are requesting authorization to proceed with the bridge purchase in advance of trail construction, which is scheduled to begin in early 2026. Early procurement will help ensure timely delivery and alignment with the construction schedule.

BUDGET/STAFF IMPACT:
Funding is available for purchase of the Hamestring Creek Trail Bridge through the trails CIP program.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 25-46, Bid Tab, 5. Bid 25-46, Submittal - Scurlock, 6. Hamestring Creek Trail Bridge Detail Plan, 7. HySpan Bridge Example

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

File #: 2025-2012

A RESOLUTION TO AWARD BID #25-46 AND AUTHORIZE THE PURCHASE OF A CONCRETE TRAIL BRIDGE FROM SCURLOCK INDUSTRIES IN THE TOTAL AMOUNT OF $197,766.76 FOR INSTALLATION BY CITY CREWS ON THE HAMESTRING CREEK TRAIL

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 #25-46 and authorizes the purchase of a concrete trail bridge from Scurlock Industries in the total amount of $197,766.76 for installation by city crews on the Hamestring Creek Trail.

City of Fayetteville Staff Review Form

2025-2012

Item ID

October 21st, 2025

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

Matt Mihalevich	10/2/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends award of Bid 25-46 and approval of the purchase of a concrete trail bridge from Scurlock Industries of Fayetteville in the amount of $180,197.50 plus sales tax of $17,569.26 for a total of $197,766.76 for installation by city crews on the Hamestring Creek Trail just east of Rupple Road.

Budget Impact:

4470.800.8830-5814.05	Sales Tax Capital Improvements
Account Number	Fund
02016.2401	Trail Development - Hamestring Rupple Bridge
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	281,000.00
		Expenses (Actual+Encum)	$	65,534.73
		Available Budget	$	215,465.27
Does item have a direct cost?	Yes	Item Cost	$	197,766.76
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	17,698.51

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 25-46, Precast Concrete Bridge

DEADLINE: Wednesday, October 1st, 2025 at 2:00 PM

				Scurlock Industries of Fayetteville		Technology International, Inc.	
		Total		$180,197.50		$216,000.10	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Purchase of Concrete Bridge that is 42 feet 6 inch clear span by 4 feet clear height (44 feet 6 inch outside width by 5 foot 6 inch outside height).	1	EA	$176,697.50	$176,697.50	$216,000.00	$216,000.00
2	Shipping and Freight costs for the concrete bridge	1	EA	$3,500.00	$3,500.00	$0.10	$0.10

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

Trevel Young

Trevel Young, Procurement Agent

Morgan Curtsinger

Morgan Curtsinger, Procurement Assistant

Bid 25-46 Addendum 2
Scurlock Industries of Fayetteville
Supplier Response

Event Information

Number: Bid 25-46 Addendum 2
Title: Precast Concrete Bridge
Type: Invitation to Bid
Issue Date: 9/7/2025
Deadline: 10/1/2025 02:00 PM (CT)
Notes: The City is seeking bids from qualified vendors for the purchase and delivery of one (1) precast concrete Hy Span bridge that is 42 feet 6-inch clear span by 4 feet clear height (44 feet 6 inch outside width by 5-foot 6 inch outside height). Bridge shall be intended for bicycle and pedestrian use. Installation will be the responsibility of the City of Fayetteville. Any questions concerning the bidding process should be addressed to Trevel Young by email tyoung@fayetteville-ar.gov or by phone at 479.575.8289.

Contact Information

Contact: Trevel Young, Procurement Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: tyoung@fayetteville-ar.gov

Scurlock Industries of Fayetteville Information

Contact: Nate Brown
Address: 3725 S. McCollum
Fayetteville, AR 72702
Phone: (479) 521-0504
Fax: (479) 443-5333
Email: nate@s-ind.com
Web Address: http://www.scurlockindustries.com/

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

Stuart Michael Power
Signature

stu@s-ind.com
Email

Submitted at 9/27/2025 07:32:59 AM (CT)

Requested Attachments

Buyer Experience

Bridges Scurlock Industries has Produced.docx

Bidders shall have a minimum of three (3) years' experience supplying materials, products, and services requested in this bid. Please upload documentation showing this.

Bid Attributes

1	**Name of Firm** Purchase Order/Payments shall be issued to this name Scurlock Industries of Fayetteville
2	**D/B/A or Corporation Name** Scurlock Industries of Fayetteville
3	**Tax ID Number** 710706428
4	**Business Address** 3725 S. McCollum Ave Fayetteville AR, 72701
5	**Contact Phone Number and Email Address** 479-521-0504
6	**Submitter's Name & Title** Stuart Power
7	**Arkansas Secretary of State Number** 100090731

8	**Conflict of Interest** 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. ☑ NO KNOWN RELATIONSHIP EXISTS ☑ RELATIONSHIP EXISTS
9	**If a conflict exists, please explain** *No response*
10	**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
11	**Certification of Non-Debarment** By checking this box, the bidder certifies that they are not debarred, suspended, or otherwise excluded from doing business with any governmental agency and are eligible to participate in this solicitation. ☑ Yes
12	**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 ☐ No
13	**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 ☐ No

Bid Lines

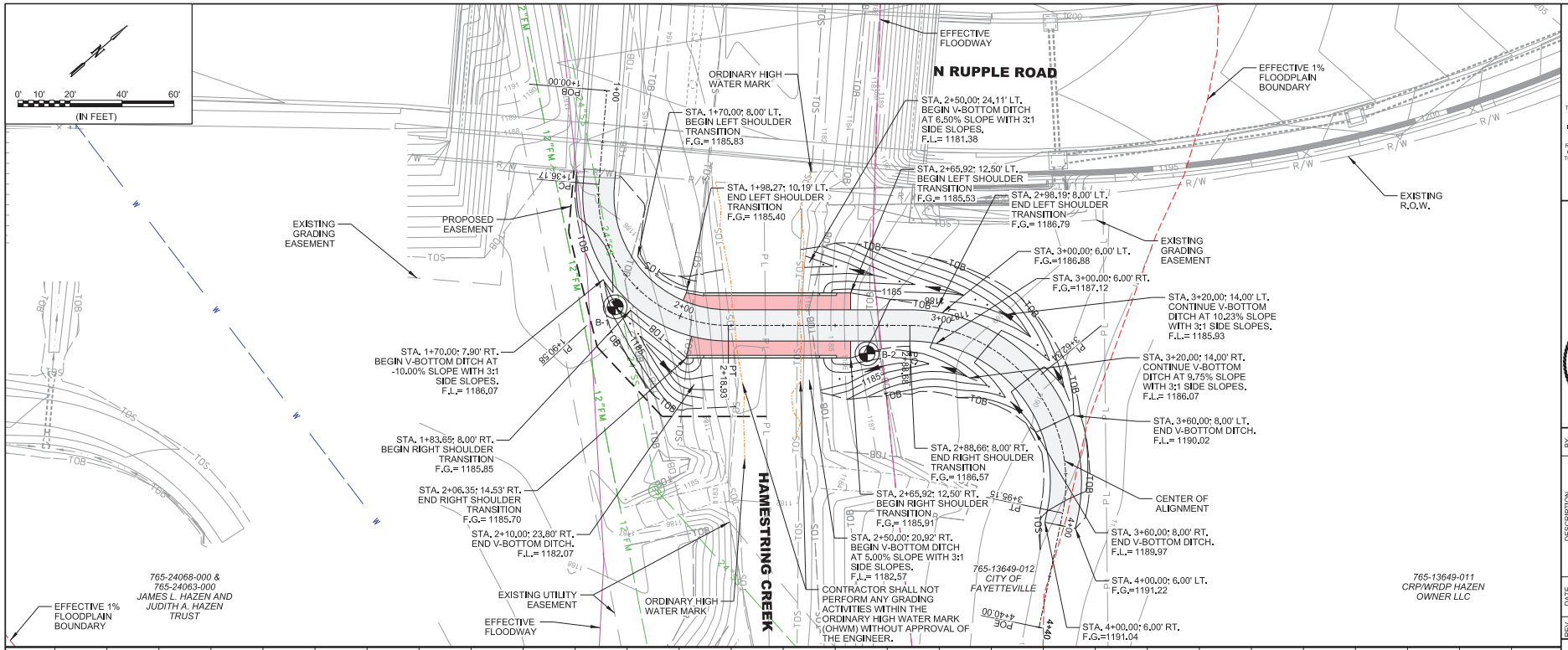
1	Purchase of Concrete Bridge that is 42 feet 6 inch clear span by 4 feet clear height (44 feet 6 inch outside width by 5 foot 6 inch outside height).	Quantity: 1	UOM: EA	Price:	$176,697.50	Total: $176,697.50
2	Shipping and Freight costs for the concrete bridge	Quantity: 1	UOM: EA	Price:	$3,500.00	Total: $3,500.00

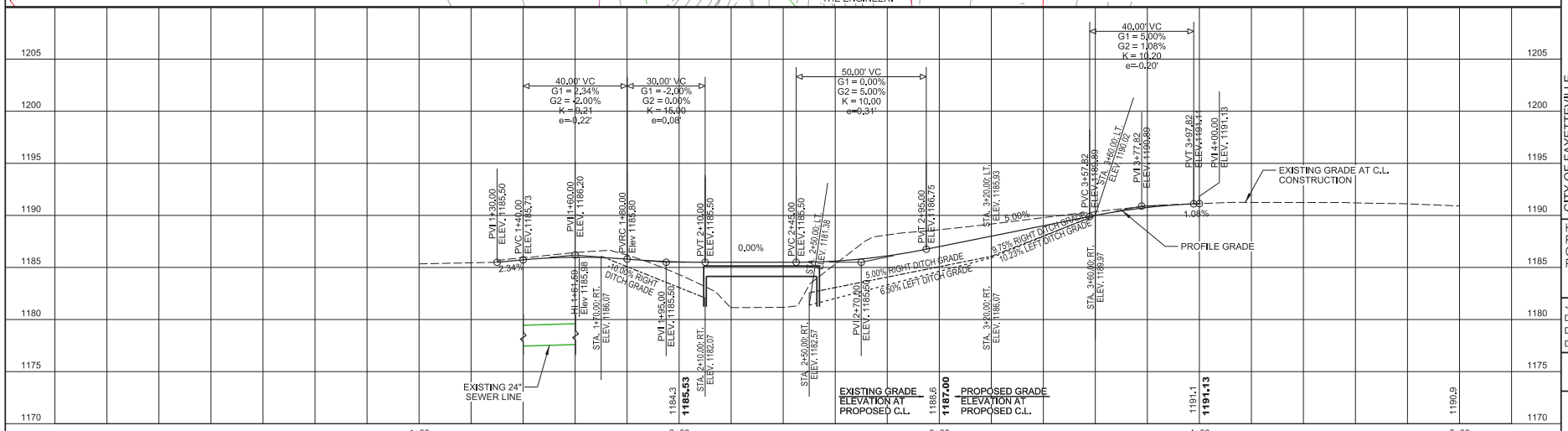
Response Total: $180,197.50

Bridges Scurlock Industries has Produced

1. Jenny Lind Road Bridge- Owner City of Fort Smith (2018)
2. Hamestring Bridge- Owner City of Fayetteville (2021)
3. Salem Road Bridge- Owner Conway Corp (2024)
4. Bellview Road Bridge- Owner City of Rogers (2015)
5. Mercy Trailhead Bridge- Owner City of Rogers (2013)

Plans and Pictures of Bridges Can be supplied upon request.





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GARVER

CERTIFICATE OF AUTHORIZATION
GARVER LLC
No. 766
ARKANSAS

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 15657
ZACH T. MOORE
Digitally Signed 02/26/2025

REV.	DATE	DESCRIPTION	BY

CITY OF FAYETTEVILLE ARKANSAS

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

HAMESTRING CREEK
PEDESTRIAN BRIDGE

HAMESTRING CREEK PEDESTRIAN BRIDGE GRADING PLAN AND PROFILE

JOB NO.: 2302057
DATE: FEBRUARY 2025
DESIGNED BY: ZTM
DRAWN BY: KNR

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

DRAWING NUMBER
C-601

TSAustin 2/19/2025 12:13:47 PM
W:\RS\PACE\Garver_2012\garverinc.local\gdata\Projects\2023\T21-2302057 - Hamestring Creek Pedestrian Bridge\Drawings\HCPB_C601_DP.dgn

Hy-Span Bridge Example
HY-SPAN
BY
PERMATILE

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1992

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Britin Bostick, Long Range Planning/Special Projects Manager

FROM: Kylee Cole, Long Range & Preservation Planner

SUBJECT: **Application for a Certified Local Government Grant from the Arkansas Historic Preservation Program for the 2026 grant year in the amount of $90,000 Submitted by CITY OF FAYETTEVILLE STAFF. The request is for a grant application requesting $90,000 for phase two of a city-wide windshield survey of historic properties.**

RECOMMENDATION:
City staff recommends approval of a grant application for a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2026 grant year in the amount of $90,000 for phase two of a city-wide historic property windshield survey. The Historic District Commission (HDC) joins staff in recommending the project.

BACKGROUND:
In July 2023 the Fayetteville City Council adopted the Heritage and Historic Preservation Master Plan. This Heritage and Historic Preservation Plan provides objectives and actions for historic preservation work for the next ten years (2023-2033). One of the five overall goals resulting from this plan calls for the City to “identify and protect historic properties for future generations” (Goal 3).

Protection of historic properties begins with the systematic and comprehensive survey of historical resources. A key Action Item to accomplish Goal 3, is to prepare and conduct a comprehensive city-wide windshield survey (3.4). A windshield-level survey consists of methodologically driving a large area to understand the composition and makeup and to note those properties or areas with the most potential to have historic significance. This project would focus on properties constructed before 1970. The information gathered by the survey includes architectural style or features, approximate construction date, and evaluation of threats and preservation prioritization. This proposed project is aligned with Action Items 3.4 – Windshield Survey, 3.6 – Historic District Outreach, 3.7 – Local Historic District Designation, 4.4 – Program Promotion, 4.7 – Learning Opportunities: Workshops, and 5.5 – Historic Contexts: Diverse Histories in the city’s Heritage & Historic Preservation Plan that was adopted by the City Council in July 2023.

DISCUSSION:
The proposed project is the second phase of a citywide windshield survey of historic properties. The survey would include areas within the Fayetteville Planning Area. According to the 2024 American Community Survey data, Fayetteville has approximately 6,184 housing units built in 1969 or earlier. This survey would require a project consultant to provide the capacity needed to perform the work. In late 2024, staff solicited cost

estimates from qualified and experienced professionals and received a broad cost range of $250,000 - $500,000 for the multi-phase project. The range in prices is due to the location of prospective consultant firms and associated travel costs, time and resources needed for research, and the anticipated deliverables. To make the larger project manageable during a CLG grant cycle, the project will be divided into multiple phases. Phase 1 of the project is currently in progress with Post Oak Preservation Solutions to survey properties in the southeastern portion of the city.

The proposed Phase 2 would focus on downtown and southwest Fayetteville, an area that has been facing intense development pressure and includes areas that have never before been surveyed, totaling about 6,775 acres (Appendix A). Based on the Washington County Assessor's data, the study area contains approximately 2,200 parcels with buildings dating to 1975 or earlier. This includes 399 resources/parcels that have previously been surveyed, including approximately 313 resources within National Register Districts.

The project budget estimates were gathered by sharing the Phase 2 survey area with our current Phase 1 consultant, Post Oak Preservation Solutions, who is familiar with the project scope and deliverables. They provided a project estimate of $85,000 - $90,000 for Phase 2, which is approximately a 23-30% increase in cost. Using the two other consultant estimates provided in late 2024 for Phase 1, a 23-30% increase would result in project estimates from approximately $80,000 – 90,000, with an average estimate of $86,301.

Should this project receive a grant award, the project will provide the Fayetteville Historic District Commission and staff with a more clear understanding of current state of historic resources in the city, provide vital background information for future in-depth surveying and preservation efforts, and take an important next step in maintaining momentum with action items identified in Fayetteville's Heritage & Historic Preservation Plan. The Fayetteville Historic District Commission and Black Heritage Preservation Commission continue to express a desire to serve the community by demonstrating that valuable historic preservation work is available through the CLG grant programs, and that local historic preservation work includes a thoughtful process to research, document, and evaluate the historic resources that need protection and stewardship. Additionally, this request coincides with the Long Range Planning team's work on the Downtown Plan, an update to the current area plan adopted in 2004. The survey work will inform decisions about how historic places are incorporated in the Downtown Plan.

BUDGET/STAFF IMPACT:
The grant request is for $90,000 with a proposed in-kind match of staff time in lieu of a cash match. A potential budget adjustment of up to $90,000 may be required if the grant funding is approved, but the amount will not be known until March 2026.

ATTACHMENTS: 3. Staff Review Form, 4. A-133 Single Audit Certification Form, 5. Debarment_Form_DI-2010 for Signature

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

File #: 2025-1992

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR A CERTIFIED LOCAL GOVERNMENT GRANT IN THE AMOUNT OF $90,000.00 THROUGH THE ARKANSAS HISTORIC PRESERVATION PROGRAM FOR PHASE TWO OF A CITY-WIDE WINDSHIELD SURVEY OF HISTORIC PROPERTIES

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 the Mayor to apply for a Certified Local Government grant through the Arkansas Historic Preservation Program in the amount of $90,000.00 for phase two of a city-wide windshield survey of historic properties.

City of Fayetteville Staff Review Form

2025-1992

Item ID

10/21/2025

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

Kylee Cole	10/3/2025	LONG RANGE PLANNING (634)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City staff recommends approval of a grant application for a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2026 grant year in the amount of $90,000 for phase two of a city-wide historic property windshield survey.

Budget Impact:

1010.090.6600-5314.00	General
Account Number	Fund
32207	AHPP CLG Grant - Windshield Survey
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 # 166-25

Change Order Number:

Approval Date: 8/5/2025

Original Contract Number:

Comments:

OMB Circular A-133 Audit Certification Form

Audits of States, Tribal and Local Governments, and Non-Profit Organizations

For Most Recent Fiscal Year Ending ___(month) 20___

Grantee: City of Fayetteville, Arkansas	
EIN: 71-6018462	**DUNS:** 07-565-7742
Name of Authorized Chief Financial Officer: Steven Dotson	
Address: 113 W. Mountain Street	
Email: sdotson@fayetteville-ar.gov	Phone: (479) 575-8330

Purpose: The National Park Service (NPS) is required under the Office of Management and Budget (OMB) to monitor the Single Audit requirements of its grant recipients. This requirement ensures that federal funds are used for their authorized purposes. It also confirms that non-federal entities **expending** $500,000 or more in FY 2014 (or $750,000 or more in FY 2015) **in federal funds from all federal sources** during *their* most recently completed fiscal year, have submitted a Single Audit. OMB Circular A-133 can be found at http://www.whitehouse.gov/omb/circulars, and should be consulted when completing this form.

Directions: Your agency's Chief Financial Officer (CFO) must certify whether or not your agency/organization is subject to the Single Audit requirement by checking the appropriate box in Sections A and B and signing and dating the form. Failure to return a completed form will result in delay in processing your next grant award, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A
Check Appropriate Box:

☐ We **did not exceed** the $500,000/$750,000 federal expenditure threshold for the FY referenced above. A Single Audit or a Program Specific Audit is not required for this fiscal year. **If checked, skip Section B.**

☐ We **have exceeded** the $500,000/$750,000 federal expenditure threshold for the fiscal year referenced above. **If checked, complete Section B.**

SECTION B
Entities that ARE subject to the requirements of OMB Circular A-133

Complete the information below and check the appropriate box:

☐ We completed our last A-133 Audit on _____ for Fiscal Year ending _____.
There were **no** findings related to federal awards. No follow-up action is required.
Was a complete copy submitted to the Federal Audit Clearinghouse? ☐ Yes ☐ No

☐ We completed our last A-133 Audit on _____ for Fiscal Year ending _____.
There **were** findings related to federal awards. (If findings provide/email a copy of the audit with this form.)
Were any findings related to CFDA 15.904? ☐ Yes ☐ No
Was a complete copy submitted to the Federal Audit Clearinghouse? ☐ Yes ☐ No

☐ Our completed A-133 Audit will be available on _____ for Fiscal Year ending _____.
We will forward a copy of the audit report to the Federal Audit Clearinghouse at that time. If there are findings related to federal awards, we will also provide NPS a copy at that time.

I hereby certify that I am an individual authorized to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed.

Signature of Authorized CFO: _____ Date: _____

Print Name & Title: _____

Form Revised 08/2015

Frequently Asked Questions

Single Audit Certification Forms

Question:	**Why am I being asked to certify Fiscal Year 2014 when it is 2015?**
Answer:	Grantees that *EXPEND* $500,000/$750,000 or more of federal funds in *THEIR* 2014/2015 most recently completed fiscal year must conduct a single audit. This form is a way for NPS to monitor its grantees audit status, as required by the Office of Management and Budget (OMB).

Question:	**Who needs to fill out this form?**
Answer:	Your agency's Chief Financial Officer (or designee).

Question:	**Who must sign the Audit Certification Form?**
Answer:	The Chief Financial Officer of the agency, or his or his designee.

Question:	**Does NPS need a copy of the audit?**
Answer:	*ONLY* submit a copy of the audit to NPS if there are "findings" listed in it specific to CFDA 15.904 (Historic Preservation Grants-in-Aid). However, a complete copy of the audit MUST be submitted electronically to the Federal Audit Clearinghouse.

Question:	**What is an audit finding?**
Answer:	Audit findings are significant issues identified in the audit report, which are commonly items related to non-compliance with terms and conditions in an award. Findings typically include lack of timely reporting, internal controls not being in place to fulfill grant requirements, etc.

Question:	**What if there is a finding related to CFDA 15.904?**
Answer:	The NPS will review the finding and request a Corrective Action Plan from the grantee, outlining how this issue will be resolved.

Question:	**Does the audit requirement apply to our subgrantees who received federal pass-through funds?**
Answer:	Yes. Subgrantees are subject to A-133, Single Audit requirements as well. Grant funds can be used to pay for the audit process.

Question:	**Who do I contact if I have questions about this form?**
Answer:	Contact your NPS grant manager.

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions – **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK____IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK_X_IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc

DI-2010
June 1995
(This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK_X_IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK____IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her 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 an agency, a Member of Congress, and 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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify 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.

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Molly Rawn, Mayor

TYPED NAME AND TITLE

DATE

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1994

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Kristin Cavette, Accouting Director

SUBJECT: **Agreement with A&P Commission to collect their 1% of the Hotel, Motel, and Restaurant Tax**

RECOMMENDATION:
Renew contract with Advertising and Promotion Commission.

BACKGROUND:
This agreement will be for a five-year term from the date of the agreement. Upon completion of the initial term, the agreement will automatically renew for an additional five-year term unless either party notifies the other party in writing prior to the expiration date of the initial term.

DISCUSSION:
The City of Fayetteville's agreement with the A&P Commission was established to assist the A&P Commission collect Hotel, Motel, and Restaurant taxes due and to compensate the City of Fayetteville for the collection and reporting of the HMR taxes. The City of Fayetteville received a total of $105,000 in 2024 for the 2% collection fee stated in the agreement.

BUDGET/STAFF IMPACT:
Collection fees for the calendar year of 2024 were $105,000

ATTACHMENTS: 3. Agreement 9.30.25 Signed by A&P

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

File #: 2025-1994

A RESOLUTION TO APPROVE A FIVE-YEAR AGREEMENT WITH THE FAYETTEVILLE ADVERTISING AND PROMOTION COMMISSION TO FURNISH COLLECTION AND ACCOUNTING SERVICES FOR THE HOTEL, MOTEL, AND RESTAURANT TAXES COLLECTED FOR THE A & P COMMISSION FOR A FEE OF 2% OF SUCH COLLECTIONS WITH AN AUTOMATIC RENEWAL FOR AN ADDITIONAL FIVE-YEAR TERM

WHEREAS, the City of Fayetteville has long collected the Hotel, Motel and Restaurant tax for the A & P Commission for a fee of 2% of such collections and it is time to renew that agreement.

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 and authorizes Mayor Rawn to sign the attached Agreement with the Fayetteville Advertising and Promotion Commission to furnish collection and accounting services for the Hotel, Motel and Restaurant taxes for 2% of the amount collected.

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2025, by and between the City of Fayetteville, Arkansas, a municipal corporation, and the Fayetteville Advertising and Promotion (A&P) Commission.

WITNESSETH, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

1. This agreement continues the longstanding procedure followed by the City and the A&P Commission for the collection of Hotel, Motel & Restaurant taxes. This agreement shall remain in full force and effect for an initial term of five years from the above date. Upon completion of the initial term, this agreement will automatically be renewed for an additional five year term unless either party notifies the other party in writing at least sixty (60) days prior to the expiration of the initial term that no renewal is desired.

2. The A&P Commission agrees to pay 2% of the A&P portion of the Hotel, Motel, Restaurant (HMR) taxes collected by the City in consideration of the following duties and obligations to be performed by the City:

a. Provide reporting forms and handle all communications with the tax remitters concerning the HMR tax;

b. Receive tax reports and remittance forms from the tax remitters;

c. Check tax reports for accuracy and timely reporting;

d. Invoice tax remitters for underpaid taxes and/or penalties and interest if applicable;

e. Perform collection efforts in accordance with established procedures as described in Exhibit "A";

f. Disburse funds to Bond Trustees for debt service on outstanding bonds supported by the A&P Commission's portion of the HMR taxes;

g. Provide a monthly accounting of all revenues collected for the previous month and remit the collections less the bond payments and collection fees to the A&P Commission by the 15th of the month;

h. Invest funds not needed for immediate expenditures as part of the City's pooled investments and allocate interest on the basis of percentage of ownership in the pool.

3. The City of Fayetteville and the Fayetteville Advertising and Promotion Commission agree to work collaboratively to develop necessary rules and regulations to implement Sections 35.26 and 35.27 of the Code of Fayetteville.

4. Neither party may assign any of its rights or obligations under this agreement, without the express written consent of the other.

5. The parties agree and understand that this Agreement is exclusive of any and all other agreements, and that it in no way alters, amends or abridges any rights, obligations or duties of the parties contained in such agreements.

6. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of any other breaches by either party.

7. This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this agreement shall be valid unless made in writing and signed by the duly authorized agents of the City and the A&P Commission.

IN WITNESS WHEREOF, the City of Fayetteville and the Fayetteville Advertising and Promotion Commission have executed this Agreement on or as of the date first written above.

FAYETTEVILLE ADVERTISING & PROMOTION COMMISSION

By: _____
Elvis Moya, Chairperson

Witness:

By: _____
Ryan Hauck, Chief Executive Officer

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Molly Rawn, Mayor

Attest:

By: _____
Kara Paxton, City Clerk Treasurer

Exhibit "A"

HMR COLLECTION PROCEDURES

ACCOUNTING DIVISION

At the end of each month, after balancing collections with General Ledger accounts:

1. Analyze listing of payments received for the year to determine which establishments are delinquent.

2. Prepare a list of all establishments that are delinquent. If an establishment has had to be prosecuted within the last two years, immediately refer to the City Prosecutor. Indicate on the list if the delinquent establishment also has an alcoholic beverage permit. If an establishment has a private club or an on premises consumption permit, also indicate if they are delinquent in their supplement beverage tax payments.

3. Send notices to all establishments that are delinquent in their HMR remittances. This notice shall advise each establishment of the date (21 days after notice mailed) delinquent taxes must be paid to avoid referring the case to the City Prosecutor.

4. If delinquent taxes are not paid by the stated date, refer the case to the City Prosecutor's Office.

CITY PROSECUTOR'S OFFICE

5. Upon receipt of the delinquent HMR file, the City Prosecutor may send a letter/notice that charges will be filed unless delinquent taxes are paid within thirty (or fewer) days. The City Prosecutor shall be authorized to commence prosecution anytime after thirty days from the initial delinquency discovered by the Accounting Department.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1691

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285): Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommends approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject area is located in northwest Fayetteville, approximately mid-way between N. Salem and N. Deane Solomon Roads, and due north of the Crystal Springs, Phase IV subdivision. A portion of the property was rezoned to a Planned Zoning District in 2020 with the acquisition of land that was donated for Underwood Park. A Residential Link connection of Fayetteville's Master Street Plan enters the property from the south before angling eastward for future connectivity with Deane Solomon. An associated master street plan modification was also considered with this request, but it was not forwarded by the Planning Commission.

Proposal: The applicant requests to rezone the property to a Residential Planned Zoning District with two planning areas, as described below:

- **Planning Area #1 (Residential Single-Family) – 26.84 acres:** This area will be developed with residential single-family homes at a maximum density of 5.61 units per acre.
- **Planning Area #2 (Open Space and Amenities) – 22.36 acres:** Development in this area appears to be limited to stormwater, greenspace, and open space.

Public Comment: To date, staff has received comments in opposition, centered around concerns regarding loss of green space to the north of the Crystal Spring subdivision, and concerns about additional traffic.

Land Use Compatibility: Staff finds that the proposed PZD is compatible with surrounding land uses. The overall zoning density allowances are effectively a downzoning from what could be built there currently under the CPZD district that in certain portions allows up to 24 units per acre of multi-family residential. To the south of the development is an established residential single-family subdivision with public streets that this

development proposes to tie in to. The development proposes a density, building type, and use that is compatible with the surrounding areas. The main concern that staff has with the proposal is the applicant's request to install private streets throughout the development. Staff finds that this request runs counter to city goal 3 which states a preference for connected development, and potentially poses maintenance and upkeep issues in the long-term. Staff recommends a condition that connectivity through public streets be maintained to the subdivision to the south, and that the main north/south street throughout the development remain public to connect to the northeast section of the site.

Land Use Plan Analysis: Staff finds that the proposed PZD is aligned with several goals of City Plan 2040 since it would allow for appropriate infill development (Goal 1), and create opportunities for attainable housing (Goal 6) since the developer introduces a unique rental model for the City. The property has an infill score ranging between 2 to 6, which indicates that it is a suitable location for relatively low density development, which the applicant proposes. The developer's proposal to use only private streets does appear to run counter to City Goal 3, but if at least one main connection through the development can be dedicated as public street to avoid leapfrogging maintenance and public access, staff finds that the connectivity goal can be maintained.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-6** for this site. Elements contributing to the highest score include the following:

1. Adequate Fire Response (Station #8, 2266 W. Deane Street)
2. Near Sewer Main (10-inch along west side of site)
3. Near Water Main (8-inch along west side of site
4. Near Public School (Holcomb Elementary)
5. Near City Park (Underwood Park)
6. Near Paved Trail (Clabber Creek Trail)

DISCUSSION:
At the August 25, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a vote of 6-0-1 (Commissioner Cabe recused). The vote was preceded by another item, where the applicant requested to amend the master street plan in the area to provide a private street where a public one would be required. The request to modify the master street plan was ultimately denied by the Planning Commission with a vote of 3-3-1 (Commissioners Werner, Gulley, and Garlock were opposed, and Commissioner Cabe recused). Planning staff recommended denial of that request, finding that public streets are generally preferable to private streets from a maintenance, enforcement, and ongoing access standpoint.

Both items were previously heard at the August 11, 2025 Planning Commission meeting and tabled, and in the interim the applicant provided updated access easement language that was vetted by the City Attorney's office. While finding that the potential easement was legally defensible, the City Attorney's office also commented on the complexity of managing such an agreement in perpetuity. Three commissioners voted in favor of the master street plan amendment, and with that motion failing, those same commissioners ultimately voted in favor of the PZD, with all conditions as recommended by staff. As far as the Planned Zoning District itself, staff and the Commission found that it was compatible from the size, scale, density, and use perspective to the surrounding neighborhoods. One member of the public (the current property owner) spoke in favor of the request.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A - Map of Subject Property, 5. Exhibit B - Legal Description, 6. Exhibit C - PZD Booklet, 7. Planning Commission Staff Report, 8. Additional Information - Staff Report Addendeum, 9. Additional Information - 2025.09.18 Revision Letter, 10. Additional Information - PZD Booklet, 11. Additional Information - PZD Planning Area Plan, 12. Additional Information - Traffic Impact Analysis, 13. Additional Information - Public Street Exhibit, 14. Additional Information - Revised Ordinance

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

File #: 2025-1691

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2025-003 FOR APPROXIMATELY 49.2 ACRES LOCATED ON NORTH RAVEN LANE IN WARD 4

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 approves PZD-2025-03 as described in Exhibits "A," "B" and "C" attached to the Planning Division's Agenda Memo which allows the development of approximately 26.84 acres of residential single-family homes at a maximum density of 5.61 units per acre, and sets aside 22.36 acres limited to stormwater, greenspace, and open space.

Section 2: This PZD approval is subject to the following conditions which shall be reflected in an updated PZD booklet:

1. Connectivity through public streets shall be maintained to the subdivision to the south.
2. The main north/south street throughout the development shall remain public to connect to the northeast section of the site.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning criteria change provided in Section 1 above.

City of Fayetteville Staff Review Form

2025-1691

Item ID

9/16/2025

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

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285): Submitted by CRAFTON TULL for property located on N. RAVEN LN. in WARD 4. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

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:

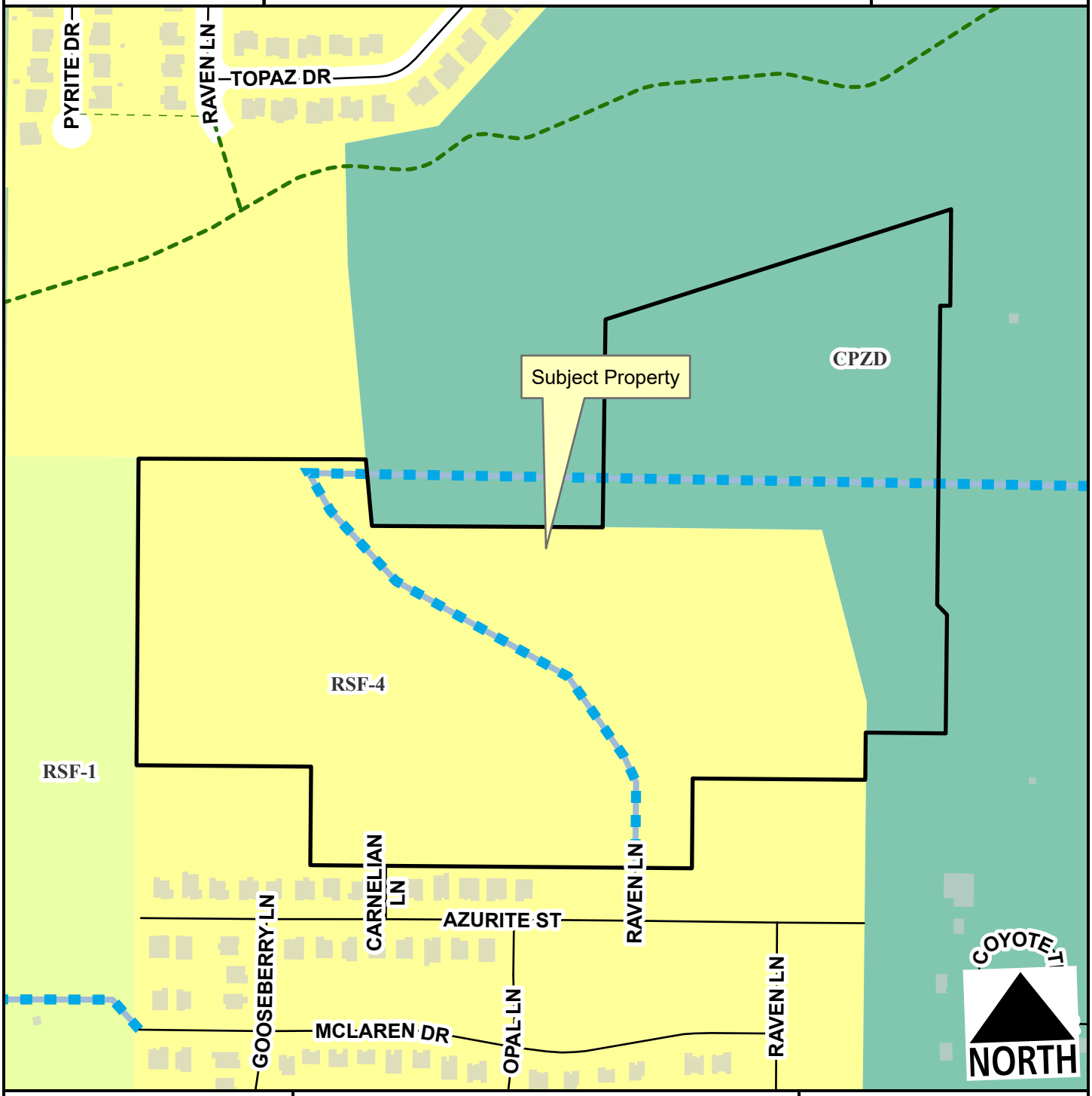
Comments:

PZD-2025-0003

Close Up View

N. RAVEN LN

EXHIBIT A



- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 135 270 540 810 1,080

1:4,400

EXHIBIT B

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;

THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

July 23, 2025

NEXT CHAPTER PLANNED ZONING DISTRICT BOOKLET

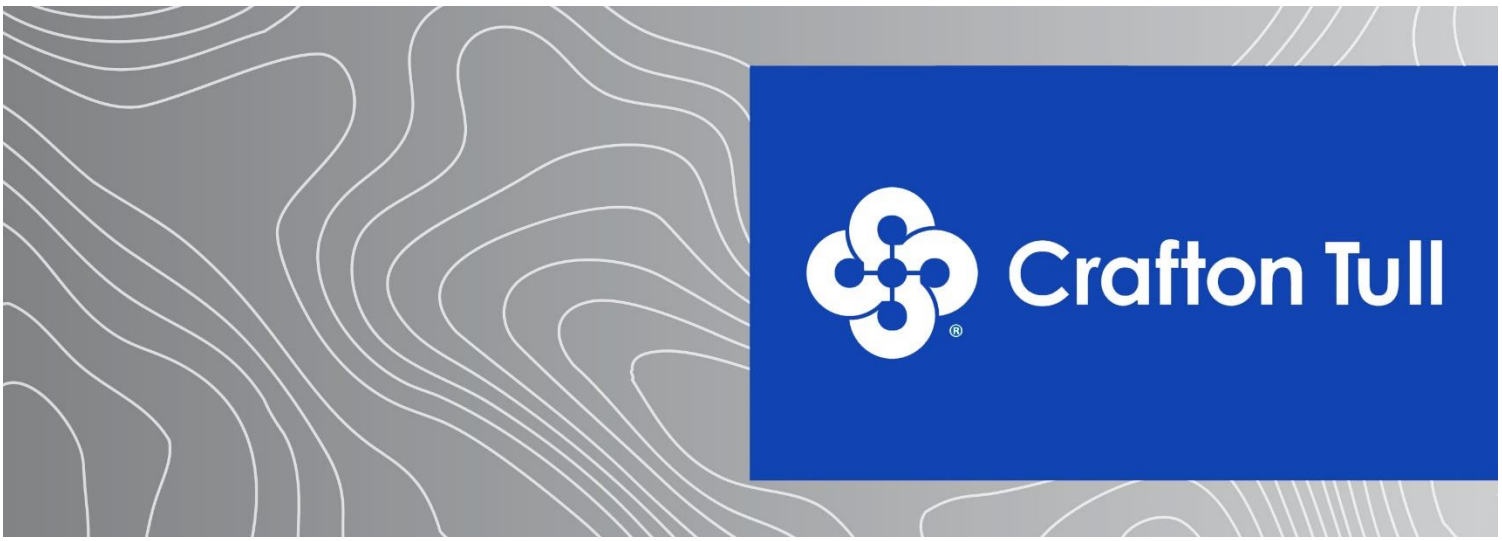
Submitted to:
City of Fayetteville
125 W. Mountain St
Fayetteville, AR 72701

Developer Pursuing PZD:
Next Chapter Holdings, LLC
2500 Trade Center Dr
Evans, GA 30809

Existing Owner of PIN 765-16658-050:
UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST

Existing Owner of PIN 765-16658-022:
KTB LIMITED PARTNERSHIP

CT JOB NO. 25301700



Prepared by: Crafton Tull

300 N College Ave, Suite 317 | Fayetteville, AR 72701 | 479-455-2207 | www.craftontull.com

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Exhibit A – Cover Sheet/Survey

Exhibit B – Zoning & Development Standards by Planning Area

Exhibit C – Master Plan, Aerial Overall Site Plan, & Modified Typical Residential Link Section

Exhibit D – Floor Plans, Elevation Views, & Isometric Views for all unit types

Exhibit E – Example Monument Sign

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Fayetteville, AR 72701
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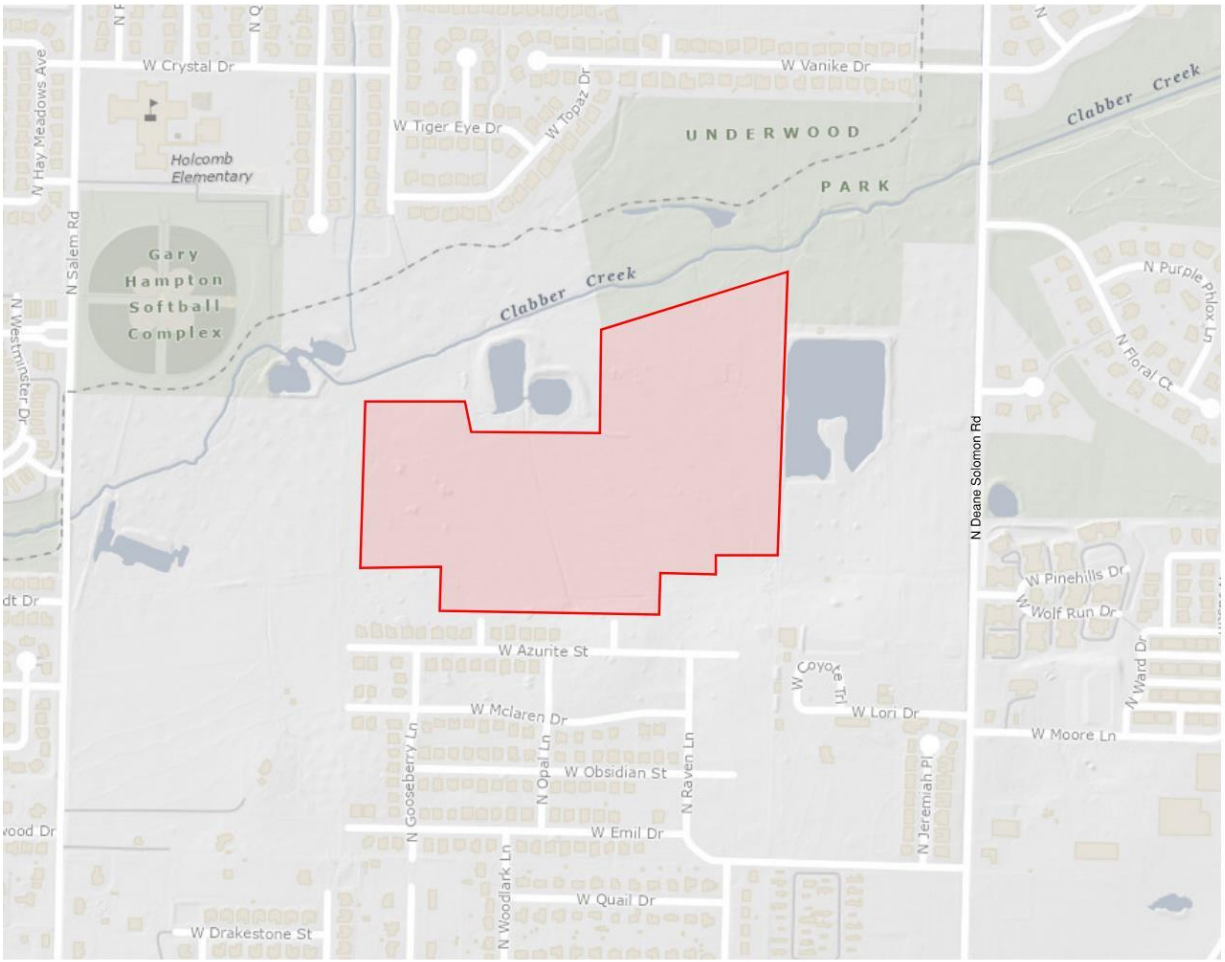
A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

B) Current Ownership:
The 49.2-acre property consists of two parcels: the 33.1-acre parcel is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, and the 16.1-acre parcel is owned by KTB LIMITED PARTNERSHIP. The developer pursuing the PZD is Next Chapter Holdings, LLC. Next Chapter Holdings, LLC has entered into a Purchase Agreement on both parcels from the current ownership.

All three parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Numbers 765-16658-050 and 765-16658-022. This location is south of Clabber Creek, west of N Deane Solomon Rd, and east of N Salem Rd. See vicinity map below for location:



C) Project Summary of Scope, Nature, & Intent:
The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with

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useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

D) General Project Concept:

1) Street & Lot Layout

The site will contain a network of internal streets that will all be publicly accessible via established public access easements. The site will connect to two existing residential link streets (N Carnelian Ln & N Raven Ln) and one neighborhood link street (N Deane Solomon Rd). All internal streets will be privately owned & maintained roads with 36' public access easements established over them, providing access to vehicles and pedestrians. The internal network of streets will be private and will generally conform to page 142 of the 2040 MSP Typical Residential Link section. Please see Exhibit C for the proposed modified residential link typical section.

If the internal network of streets were publicly dedicated residential links, then there would be a variety of challenges to accommodate Next Chapter's unique residential design product. The Next Chapter style, use, and model for distinct neighborhoods typically does not fit neatly into City of Fayetteville Unified Development Code or planning staff's traditional interpretation thereof. A Next Chapter Neighborhood was never intended to resemble or mimic a typical single-family, nor multi-family development. This is a new residential product type that has details and nuances that usually do not fit into one of these two traditional categories. One of the most critical design restrictions that would result from a publicly dedicated network of internal streets would be creation of internal right-of-way, or property lines. This would result in required front, side, and rear yard setbacks to be measured from the required dedicated right-of-way. The resulting spacing and design outcome would resemble a traditional for-sale single-family neighborhood. As previously stated, this design and layout does not fit the unique and relatively new residential product type model for a Next Chapter Neighborhood. Dedicating the required right-of-way for residential links would result in a variety of spacing and product challenges for a Next Chapter Neighborhood. The result of this would be a significant reduction in unit count, operational and ownership challenges, and a loss of intentional product aesthetic & design.

These are the primary reasons why Next Chapter is proposing these privately owned & maintained roads with public access easements granted over them. Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost and lifetime maintenance of the streets, while still keeping them accessible to public..

The primary benefit to the City of Fayetteville is that Next Chapter Holdings, LLC, will provide the intended connectivity for pedestrians and vehicles, and the City won't have to pay for any lifetime maintenance or initial construction costs. Fayetteville taxpayers do not pay for the construction or maintenance of the road, and yet they are still able to utilize and access the streets & sidewalks, free of charge. This is typically viewed as favorable by local jurisdictions as Next Chapter Holdings, LLC, is highly incentivized to ensure the roads are kept up to high standards. If a high-quality product is not provided by the developer, which includes the streets & means of access, then the developer's business will suffer.

The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. In addition to the connections at N Raven Ln & N Carnelian Ln, a third access point will be extended to the east through adjacent property with right-of-way dedication, eventually connecting to N Deane Solomon Rd. N Carnelian Ln & N Raven Ln will also continue through

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the Next Chapter development site in the form of privately owned and maintained roads with public access easements granted over it them. No alleys are proposed.

An amendment to the Master Street Plan will be submitted concurrently with this PZD because while the development is meeting the intent of the established Master Street Plan's inter-parcel connectivity requirements, the technical nature of the privately owned and maintained internal roads warrant a Master Street Plan Amendment to verify this. The intended connectivity discussed in the City Plan 2040 is provided on this site with vehicular and pedestrian access. Next Chapter proposes several pedestrian connections to the adjacent Underwood Park, which makes this development even more connected than typically found in other traditional single family or multi-family developments. Therefore, because we are meeting the connectivity goal of the City Plan 2040, we believe this amendment to the MSP is justified, and will not negatively impact the City but rather benefit the City with a privately funded street & sidewalk installation and life-long maintenance.

Next Chapter is proposing to add a condition that any approval of the MSP amendment is conditional upon the specific project moving forward and/or the public access easements being dedicated. If these conditions are not met, then any approved MSP amendment will revert back to the originally adopted MSP.

Each unit will be front-loaded, and all units will have their own garage. There are ample guest and overflow parking spaces provided evenly throughout the development. The table below shows the number of parking stalls broken down by unit type, row parking, and parking pods.

	Number of Units	Number of Parking Stalls
Units w/ 1-car Garage (each includes 1 garage and 1 driveway parking stall) (Cherry, Maple, Hamilton, Dearborn, Jennings)	204	408
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	72	288
Row Parking along Street	N/A	77
Parking Pods	N/A	112
Total Parking Spaces		885
Total Unit Count		276
Average Parking Density per Unit (Spaces/Unit)	3.21	

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2) Site Plan Showing Proposed Improvements
A concept site plan is included in Exhibits B & C of this booklet.

3) Buffer Areas
There is one streamside buffer area located in the northwest corner of the development, where the Clabber Creek floodplain crosses the corner of the property.

4) Tree Preservation Areas
Tree preservation on site will be located along the existing utility easement that runs north/south across the property. Additionally, select trees can be preserved within each of the proposed stormwater management areas. Tree preservation requirements within the PZD will adhere to the 25% minimum canopy requirement as codified in the UDC Chapter 167. Tree preservation areas and the amount of canopy to be preserved will be noted on the development plans. Should the existing canopy on-site be less than this requirement, then this percentage will be either preserved or mitigated for, in accordance with UDC Chapter 167. Preliminary calculations show that 10.4% of the site has existing canopy. Existing Trees within Planning Area 1 will be removed and mitigated. Tree preservation will be a priority in Planning Area 2, with common spaces and drainage designed around preservation, pending any potential grading and earthwork constraints. Additionally, the existing Underwood ownership has given permission for mitigation trees to be planted offsite on their adjacent property to the north and east. This area has been dedicated as land for Underwood Park. The applicant will seek direction and approval from the City regarding the potential planting of any mitigation trees within this Underwood Park area.

5) Stormwater Detention Areas & Drainage
Stormwater facilities will likely include multiple detention ponds to be provided within the development, located on the downhill side along the northern property line and located in the centralized open spaces. Also, there are three adjacent existing wet detention ponds. The Underwoods ownership has granted permission for the proposed development to utilize these adjacent ponds for detention storage volume. The drainage report provided with future LSD submittal will further detail the proposed system and how it will convey stormwater. The report will also include the water quality features such as but not limited to: pervious pavers, bioswales, bioretention forebays, infiltration trenches, hydrodynamic separators, etc.

6) Undisturbed Natural Areas
The northwest corner of the site contains a riparian tree grove that will be preserved. Additionally, there is a dense tree grove in the center of the 16.1-acre commercial PZD property. Next Chapter Neighborhoods feels strongly that this grove should be preserved as much as possible, through open space in Planning Area 2.

7a) Existing & Proposed Utility Connections & Extensions (Sanitary Sewer)
Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public sanitary sewer main. The sewer main and all sewer services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the sanitary sewer details at the time of LSD permitting. The development's sanitary sewer main will drain from the east to west connecting to the existing 10" PVC sewer main that flows north out of the site at the intersection of 54th Street and Wedington. This existing main increases to 12" as it crosses Clabber Creek, then immediately ties into an existing 48" FRP sewer main. The City has indicated there is adequate capacity in the existing system, pending the submission of an on-site sewer capacity study.

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7b) Existing & Proposed Utility Connections & Extensions (Water)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public water main. The water main and all water services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the water details at the time of LSD permitting. The development's water main will be connected to the existing 8" main that runs north/south through the site and will also be connected to two existing fire hydrants. One of those hydrants is on the south side of the property at the N Raven Ln existing stub-out. The other hydrant is located on N Deane Solomon Rd, whose connection will require right-of-way dedication through adjacent properties. The City has indicated there is adequate pressure in the existing system, pending the submission of an on-site water distribution system study.

8) Development & Architectural Design Standards

Base architectural design standards for the homes will be similar in nature and character to those unit types attached in Exhibit D. These unit types highlight potential options for a medium density configuration, while also conveying materials and prominent features of potential housing within any future development. The developer may build different house plans if they generally conform to the material and roof form of the included drawings. The developer may elect to vary house exterior color. The unit designs do generally conform to the architectural design standards from UDC 166.23(D) but will have some slight variations. That is why we have included the homes in Exhibit D, for clarity and ease of reference.

E) Proposed Planning Areas:

Proposed planning areas for this development will include:

Planning Area 1 (Single Family Detached Homes) – This area will encompass any residential units, private streets, , parking pods, and uses where single family structures are proposed. This area will have a "build-to-zone", where the principal façade of the residential units shall be within 10-25ft of the outside edge of sidewalk for the units that are fronting streets.

Planning Area 2 (Non-Residential Uses) – This area will encompass all the detention, drainage features, natural green space areas, and the recreational & amenity features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, and encompass all common and recreational areas for the development. Open space will be accessible for residents to use through a sidewalk network via the master street plan, such that residents can use common open space for outdoor and recreational uses.

F) Proposed Zoning Standards:

Planning Area 1 - Residential Zoning District:

(a) Permitted Use Units:
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 41: Accessory Dwelling Units
Unit 44: Cluster Housing Development
Unit 46: Short-term rentals (Type-1 Only)

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities
Unit 4: Cultural and recreational facilities

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Unit 26: Multi-family dwellings
Unit 46: Short-term rentals (Type-2 Only)

d) Residential Density and/or Nonresidential Intensity: 6 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: No Minimum
e) Lot area minimum: No Minimum
h) Height regulations: 2 stories
i) Building area: less than 35% of total property area (total = 49.2-ac). Minimum buildable private street frontage: 33% of envelope width (for only those units fronting Private Streets).

Site Planning:
j) Landscaping: Landscaping shall generally conform to Chapter 177 of the Unified Development Code.
k) Parking: Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC. Guest and overflow parking spaces will be available throughout the development in parking pods and street-adjacent row parking, as shown in Exhibits B & C. It should be noted that on-street parallel parking will not be allowed. Parking pods of 5 spaces or greater will conform to UDC 177.04 Site Development and Parking Lot Landscape Standards. Resident parking spaces are provided for each unit in the form of garage and driveway spaces.
l) Architectural Design Standards: Base architectural design standards for homes are included in Exhibit D. Single-family homes shall be generally similar in nature and character to these plans and images as shown in Exhibit D.
m) Signage: Non-commercial signage shall be allowed under Chapter 174 of the UDC. No internally illuminated signs are allowed. However, monument signs at each entrance to the development will conform to the majority of the requirements in UDC 174.10(B). Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used.

Planning Area 2 – Non-residential Zoning District:
(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 4: Cultural and recreational facilities

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

c) Residential Density and/or Nonresidential Intensity: 0 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: None
e) Lot area minimum: None
h) Height regulations: 2 story maximum
i) Building area: None

Site Planning:
j) Landscaping: Landscaping shall generally conform with UDC Chapter 177.

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k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.
l) Architectural Design Standards: Architectural design standards shall mimic building and development requirements within UDC for the amenity buildings.
m) Signage: Subdivision Entrance Signage is allowed within this Planning Area but shall be applied by separate permit. No other signs shall be allowed, except as approved by the Property Owner.

*By right, common mailbox units shall be allowed within Planning Area 2.

**Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

G) Zoning Charts:

Planning Area 1 (Residential Zoning District):

Below is a chart comparing Planning Area 1 (Residential Zoning District) within this PZD versus City of Fayetteville current RSF-4 & Underwood Commercial PZD of the property:

Regulation	**EXISTING RSF-4**	**EXISTING Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 1**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 8, 9, 10, 41, 44, 46 (Type-1)
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3, 4, 26, 46 (Type-2)
Front Setback	15'	15'	30’
Side Setback adjacent to Single & Two Family	5'	5'	30'
Side Setback Other Uses	5'	5'	30'
Rear Setback adjacent to Single Family	15'	15'	30'
Rear Setback Other Uses	15'	15'	30'
Density	4 units/acre	24 units/acre	6 units/acre
Min. Lot Width	70'	None	N/A
Min. Lot Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	N/A
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	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.	On the entire 49.2-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 49.2-acre subject property area.
Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	3.21
Tree Preservation Min. Canopy Preservation	25%	20%	25%

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*All setbacks are from the perimeter property line of the entire 49.2-acre site. There are no internal property lines to measure unit setbacks from. A 30’ building setback around the entire perimeter of the property is included.

Because there are no internal property lines to measure internal setbacks from and to provide clarity in comparison of, please see the additional table below which compares the physical unit separations to the existing zoning’s setbacks. Also, the proposed residential envelope’s minimum width & area are compared to the existing zoning’s minimum lot width & area. The applicant understands the nature of the internal design and layout of the development may be confusing – as there are no internal property lines to measure technical setbacks from – therefore the following additional table has been provided in hopes of clarifying the proposed internal building and unit spacing. These additional comparisons are intended to remove any doubt and show how the site’s internal layout will be regulated through the proposed PZD.

	Existing Comparable Internal Setback, Lot Area, or Lot Width		
Internal Unit Spacing/Size Regulation	Existing RSF-4	Existing Underwood Commercial PZD Planning Area 1	Proposed PZD Planning Area 1
Min. Front Separation	15'	15'	19' (to outside edge of sidewalk)
Min. Side Separation	5' setback (10’ between buildings)	5' setback (10’ between buildings)	5' setback (10’ between buildings)
Min. Rear Separation	15'	15'	10'
Min. Residential Envelope Width	70'	None	30' (to allow for Hamilton & Jennings units)
Min. Residential Envelope Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	1410 SF (to allow for most narrow envelope width (Hamilton & Jennings, 30') by shortest envelope depth, Maple (47’)

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Planning Area 2 (Non-residential Zoning District):

Below is a chart comparing Planning Area 2 (Non-residential Zoning District) within this PZD versus City of Fayetteville RSF-4 & Underwood Commercial PZD of the property:

Regulation	**RSF-4**	**Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 2**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 4
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3
Front Setback	15'	15'	30'
Side Setback adjacent to Single & Two Family	5'	5'	30’
Side Setback Other Uses	5'	5'	30’
Rear Setback adjacent to Single Family	15'	15'	30’
Rear Setback Other Uses	15'	15'	30’
Density	4 units/acre	24 units/acre	0 units/acre
Min. Lot Width	70'	None	None
Min. Lot Area	8000 ft^2 for Single-family dwellings, and 12,000 ft^2 for Two (2) Family dwellings	6000 ft^2 for Single-family, 6500 ft^2 for Two (2) Family, 8000 ft^2 for Three (3) or more family	None
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	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.	None

**By right, common mailbox units shall be allowed within Planning Area 2.

***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

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H) Analysis of Site Characteristics:
The 49.2-acre site is primarily grass with dense tree canopy in three areas: west side, south property line, and center/north area of the site. The eastern parcel of the site was previously apart of the old Razorback Golf Course. The western parcel of the site was previously used for hay harvesting. This site is generally sloped from south to north with ~5% slope along the southern boundary and ~1-2% slope in the center and north areas of the site as you approach Clabber Creek.

There are three point discharge locations where offsite stormwater flows onto the site, and travels through the site in a channelized condition. Each of these locations will be captured and conveyed to the proposed detention areas. Additionally, the Underwoods ownership has granted permission for the proposed development to use the existing wet ponds, adjacent to the north and east, for detention volume, if needed.

A flood study (No Adverse Impact Letter & Analysis) and wetland delineation study will provided upon first LSD submittal, as required by the City of Fayetteville engineering department. City GIS mapping shows most of the site contains hydric soils. The Master Plan in Exhibit C shows preservation of potential WOTUS wetland and channel areas, and the maximum disturbance to the WOTUS will be less than 0.5-acres to stay within USACE Nationwide Permitting requirements and therefore not trigger a USACE Individual Permit. The 100-yr floodplain crosses the northwest corner of the site. There are no known manmade hazards.

I) Recreational Facilities:
The future development of this property will have open space pockets that are a central design feature. The open spaces will have pedestrian access from all directions with an inner sidewalk and/or soft surface trail. The recreational facilities within these open spaces includes the following but is not limited to: dog park, community garden, internet café, business center, fitness center, pool, and pickleball courts. A walking trail network throughout the internal greenspace will be provided, and the network will connect pedestrian access to the adjacent Underwood Park at multiple locations along the subject property boundary. See Overall Site Plan included in Exhibit C, which shows an aerial view of the site and the adjacent trail system for Underwood Park and Clabber Creek multi-use trail.

J) Reason for Rezone Request:
The portion of the subject property currently zoned RSF-4 allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70’. The portion of the subject property currently zoned Commercial PZD, per the Underwood Development PZD approved booklet, allows 24 units per acre, per Ordinance 6334.
Due to the developer’s desire to create a more compact, walkable, open-space driven design, the developer is requesting a PZD that allows for unique character of the proposed development. It should be noted that the density being requested of 6 units/acre over the entire property in question will result in the reduction of 223 total units across the existing two properties (see section K, below). The concept site plan, as shown in Exhibits B & C of this booklet, is based on 32’ wide envelopes, but allows the developer to create bigger or smaller envelopes, depending on their preference at the time of development. However, the minimum spacing between single family structures shall always remain at 10’ minimum. A Planned Zoning District (PZD) was the method chosen to do this for one reason.

1. Other base zoning classifications could’ve been requested, but due to the unique character & nature of the development, it would result in assortment of variances and deviations. This is why the developer has proposed a Planned Zoning District which allows for single family detached rental units with a zoning density of no more than 6 units per acre. Other zoning

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districts (Multi-Family, Community Services, Residential Intermediate-Urban, etc) could allow for a similar flexibility to what is being proposed here, but not without it seeming like the developer was building multi-family apartments or an overly dense development. This is not their desire nor how they wish for the public, Commission, or Council to see this request as. It is their intent to build smaller single family detached rental units with a zoning density of no more than 6 units per acre.

K) Relation to Existing and Surrounding Properties:
Crystal Springs subdivision to the south is zoned RSF-4, allowing 4 units/acre. The Underwood Commercial PZD to the east allows 24 units/acre. The undeveloped parcel to the west is zoned RSF-1, allowing 1 unit/acre. The subdivisions surrounding Holcomb Elementary to the north are a mix of RSF-4 and RSF-8, allowing at most 8 units/acre. This development, being medium density residential at 6 units/acre, will serve as a transitional use between surrounding neighborhoods while still conforming to the general residential uses within the area. The existing RS-4 zoning on the 33.1 acre parcel currently allows for 132 units to be developed. The existing PZD zoning on the 16.1 acre parcel currently allows for 386 units to be developed. The total number of units allowed by-right as an aggregate on both of the existing parcels is 518 units. The Next Chapter Development proposal would reduce the total allowed unit count to 295 units – or a reduction of 223 units.

This development will have street connections to the south on N Carnelian Ln & N Raven Ln, which are existing stub outs for the Crystal Springs subdivision. This development will also connect to N Deane Solomon Rd to the east via right-of-way dedication through adjacent properties. Traffic within this development will have egress/ingress from N Carnelian Ln, N Raven Ln, & N Deane Solomon Rd.
All signage shall mimic UDC Chapter 174. At least 2 monument signs will be constructed for the neighborhood entrances. Non-commercial signage shall be allowed under Chapter 174 of the UDC. No illuminated signs are allowed. The maximum surface area for each monument sign shall not exceed 45 square feet, see Exhibit E for an example monument sign of this display size.

L) Compliance with Fayetteville's Comprehensive Land Use Plan.
Fayetteville's Future Land Use Plan calls this area to be Residential Neighborhood, which offers a wide variety of housing types, with highly connected, compact blocks with gridded street patterns. This Planned Zoning District is in compliance with that, as it allows a wide variety of single-family housing units with no minimum lot width or size. Two to four family dwellings are also allowed with this Planned Zoning District. This development is connected to the existing subdivision to the south and to the future mixed-use development to the east for the Underwood Commercial PZD, as well as internally, with the open space being a central focal point.

Below are the six 2040 City Plan goals and how this development aligns with them:

<u>Goal 1: We will make appropriate infill and revitalization our highest priority.</u>
This site is an infill project, between two existing residential developments. This project connects vehicles and pedestrians throughout this area in a logical and concise manner. Single-family residential use on this site compliments the context and character of the existing neighborhood to the south of the site, while obtaining the density needed to promote affordable housing in the region.

<u>Goal 2: We will discourage suburban sprawl.</u>
This development would not be considered suburban sprawl having high and medium density neighborhoods surrounding it. This development connects the two existing developments, extends

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vehicular and pedestrian access through this site and surrounding sites to local parks and amenities (i.e. Underwood Park, Gary Hampton Softball Complex, Wilson Springs Preserve, Holcomb Elementary). This Planned Zoning District has a density that is less than the future Commercial PZD 24 units/acre density, while also being a concise development which minimizes public street construction and centers on an internal open space for residents to enjoy.

Goal 3: We will make traditional town form the standard.
This development meets this goal by being a compact and dense subdivision thus being able to preserve open space and trees, having interconnected streets and sidewalks, and minimizing the unit's front façade separation from the sidewalk, while still providing one parking stall in each driveway. This will keep the units close to the street to mimic traditional town form.

Goal 4: We will grow a livable transportation network.
This development will promote walkability and bicycling by having interconnected tree-lined streets, and sidewalks. Fayetteville's Clabber Creek trail is adjacent to this development, just north of Clabber Creek. The existing Underwood Park is directly adjacent to the northeast. Residents of this development will be able to access the Underwood Park trail system at multiple locations around the eastern, northern, and southern perimeters of the site. The students and faculty of Holcomb Elementary and any citizen who uses the Gary Hampton Softball complex for sports can use the Clabber Creek multi-use trail and/or public sidewalk network to access their home in this proposed development. If public transportation decides to extend west, this development will provide connection with surrounding neighborhoods thus making bus stops more accessible.

The City Plan 2040 clearly states a plan to create compact, complete, and connected development. These privately owned & maintained streets with public access easements dedicated over them will meet that plan for the following reasons:

1. Streets will provide legally established public access through the site from southern adjacent parcel to eastern adjacent parcel.
2. Pedestrians will have multiple direct access points to the adjacent Underwood Park trail system.
3. Pedestrians have less than 0.20 miles access from site to the Clabber Creek multi-use paved trail to the north.

Goal 5: We will assemble an enduring green network.
This development will meet this goal by preserving trees and open space. Streamside protection measures will be along Clabber Creek at the northwestern corner of the property. Additionally, the proposed development will consist of tree-lined streets, interconnected sidewalks, and will connect to the Clabber Creek multi-use trail and Wilson Springs Preserve, which are both adjacent to the development.

Goal 6: We will create opportunities for attainable housing:
This goal will be met the developer providing a mixture of housing sizes and unit types. This mixture will allow some of the homes to be more affordable than the average single-family dwelling. Additionally, the homes will be rental units and therefore more financially attainable than the average single family private lot.

M) Traffic Study
A Traffic Impact Analysis study has been prepared for the site, dated June 2025. The study was prepared by Traffic Engineering Consultants, Inc., which concluded that "*no traffic control or geometric roadway*

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improvements are necessary as a result of the proposed site traffic to continue operating at acceptable levels-of-service both now and in the future".

N) Impact of City Services

An 8" proposed water main will be extended throughout the site to serve all residential units, and will connect to the existing 8" water main. An 8" gravity sanitary sewer main will be extended throughout the site to serve all residential units. The internal gravity main network will drain into the existing 10" PVC sewer main, which increases to 12" as it flows north and crosses Clabber Creek. Initial discussions with city staff stated sanitary sewer capacity, water pressures and flows should not be a concern, as long as on-site water pressure and sanitary sewer capacity studies are provided at the time of LSD submittal.

Emergency services, police and fire, will be able to serve houses by the streets throughout the development. The proposed site's access separation distance, per 2021 Arkansas Fire Code, Appendix D, Section D104.3, is at least half the longest diagonal distance of the site. The longest diagonal distance, from NE corner to SW corner of the site, is approximately 2,500 feet (thus required minimum separation distance is 1,250 feet). The two proposed N. Raven Ln access points on site are separated by approximately 1,682 feet. At the time of LSD submittal, the site's phasing plan will make sure to include both N. Raven Lane access points within Phase 1, to ensure the minimum separation distance is met.

Fire hydrants will be installed strategically throughout the development and the streets will have 26' width required for a fire truck, or a bump-out fire apparatus access pad at each hydrant location if the street is less than 26' wide from face of curb to face of curb. As drawn in Exhibit C, the width of the roads is 27' FC to FC and 28' BOC to BOC. The City's commercial trash & recycling truck program will pick up the waste weekly from each unit.

O) Conceptual Description of Development Standards

The proposed PZD will set forth development standards and conditions aimed at encouraging harmonious development, ensuring continuity in development, enhancing the appeal and practicality of the area as a residential space, overall, elevating the community.

1) Screening and Landscaping:

Landscaping for this development will generally conform with UDC Chapter 177. Residential units shall have a consistent foundation and high-quality design at the front of the house and throughout the development. Native material and high-quality design are encouraged for new construction of homes. A basic landscape plan will be submitted with building elevations and floor plans. There will be no vegetative screening between the units; however, the entire perimeter of the site will have a landscaped screening buffer within the 30' building setback.

2) Traffic and Circulation:

This development will provide connectivity for surrounding neighborhoods and create another route of egress/ingress thus alleviating traffic congestion within existing subdivisions. The internal streets will be privately owned & maintained with public access easements dedicated over them. The private streets require an amendment to the Master Street Plan, to be submitted concurrently with this PZD. However, right-of-way will be dedicated for the portion of N Raven Ln that crosses adjacent properties to the northeast, connecting to N Deane Solomon Rd.

3) Parking Standards:

Parking standards will meet City of Fayetteville Minimum Street Standards where on-street parking and parking spaces are to be proposed. Parking will be available in garages and driveways at each residence

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as well as on-street and within parking pods, where allowed by this planned zoning district and the master street plan. See the parking count and breakdown by unit type, in Exhibits B & C. There are approximately 3.21 parking spaces per unit.

4) Perimeter Treatment:
This development is compatible with adjacent developments and proposes to meet the future land use map. The perimeter treatment will be a 30' building setback.

5) Sidewalks:
Sidewalks will be provided throughout the development and along Residential Link Private Streets. These will connect to the adjacent Underwood Park walking trails and the internal greenspace trails.

6) Streetlights:
Streetlights shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric cooperative and meet UDC code 166.04(B)(3)(g).

7) Water:
Water mains and services shall be provided for each dwelling and residence. Water mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.

8) Sewer:
Sewer services shall be provided for all dwellings and buildings. Sewer mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any meters and service lines.

9) Street and Drainage:
The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. The streets will be privately owned & maintained with public access easements dedicated over them. Please see Exhibit C for the proposed modified residential link typical section. Street design shall be reviewed by the Engineering department of the City of Fayetteville. Drainage and storm design will be provided with a drainage report at time of LSD submittal. This report will comply with all minimum standards 1-4 of the City's Drainage Criteria Manual. Detention volume will be located on-site, as well as within existing adjacent wet ponds. Water quality features such as bioretention cells, bioswales, and pervious pavers will filter and treat the stormwater before entering the detention system. Drainage and storm design will be reviewed by the Engineering Department of the City of Fayetteville.

10) Construction of Nonresidential Facilities:
Non-residential facilities are not proposed within this development apart from the leasing office building and park bathroom located in the Planning Area 2 open space.

11) Tree Preservation:
Tree preservation plans and landscape plans will be required and submitted once development begins on a Large Scale Development application and development plan is submitted. The intent is to preserve as many trees as possible in Planning Area 2. Planning Area 1 will have no preservation. Mitigation will be shown in Planning Area 2. Per UDC 167, the existing canopy percentage will be preserved as much as possible, and the remaining percentage will be mitigated for on and/or off-site.

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12) Architectural design standards:
Architectural design standards have been attached to this application as Exhibit D. Residential buildings must be consistent with the style and look of examples set in Exhibit D. Houses may be larger or smaller, but will have the same general look as attached in Exhibit D. The units are designed to meet the majority of the Architectural Design Standards from UDC 166.23 (D).

13) Lot Design Standards:
For all units, the façade facing the street has clearly defined front door and windows. For facades that front more than one street, only one façade is required to have a front door and window. The garage opening widths are less than 50% of the principal façade length, unless the house has a second story with windows facing the street (i.e. Hamilton, Jennings unit types).

13) Propose signage:
The developer intends to build one monument sign at each of the entrances to the neighborhood. This is allowable by right in Planning Area 2, as is the common mailbox unit. Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used. Each monument sign will generally conform to UDC 174.10(B).

14) View Protection:
View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.

15) Covenants, trust, and homeowner association:
There will be no homeowner's or property owner's association with this development. The property will be owned, maintained, and managed by one entity, Next Chapter Holdings, LLC, or a subsidiary of. A full time maintenance & leasing staff will be present on the property.

P) PZD Intent/Purpose
The intent of this Proposed PZD is to create and expand the City Residential Neighborhood Area as outlined in the City of Fayetteville's 2040 Land Use Plan. The proposed PZD wishes to expand the existing infrastructure, while creating a livable, harmonious, and vibrant community compatible to surrounding uses.

Q) Legal Description
Planning Area 1 & 2:
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;

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Fayetteville, AR 72701
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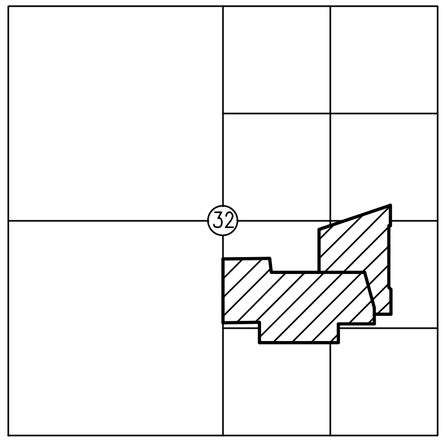
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

EXHIBIT A
COVER SHEET/SURVEY



T-16-N R-30-W

DEED DESCRIPTION (DEED 2021-00013842):

PART OF THE NW 1/2 OF THE SE 1/4 OF SECTION 32, ALL IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32;
THENCE NORTH 87°16'59" WEST A DISTANCE OF 782.21 FEET TO THE EAST LINE OF CRYSTAL SPRINGS SUBDIVISION.
THENCE ALONG SAID NORTH LINE NORTH 02°38'01" EAST A DISTANCE OF 1,483.34 FEET TO THE POINT OF BEGINNING.
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE NORTH 2°38'01" EAST A DISTANCE OF 76.97 FEET;
THENCE NORTH 12°18'05" WEST A DISTANCE OF 449.85 FEET;
THENCE NORTH 87°14'42" WEST A DISTANCE OF 556.89 FEET;
THENCE NORTH 02°45'14" EAST A DISTANCE OF 527.06 FEET;
THENCE NORTH 74°18'30" EAST A DISTANCE OF 920.33 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 245.00 FEET;
THENCE NORTH 87°23'22"WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 758.10 FEET;
THENCE SOUTH 42°23'22"EAST A DISTANCE OF 35.36 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF NORTH 87°23'22" WEST A DISTANCE OF 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

DEED DESCRIPTION (DEED 2020-00021939):

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E A DISTANCE OF 777.29 FEET;
THENCE S87°48'23"E A DISTANCE OF 576.11 FEET;
THENCE S03°18'06"E A DISTANCE OF 169.29 FEET;
THENCE S87°14'42"E A DISTANCE OF 1141.88 FEET;
THENCE S12°18'05"E A DISTANCE OF 449.85 FEET;
THENCE S02°38'01"W A DISTANCE OF 193.06 FEET;
THENCE N87°32'17"W A DISTANCE OF 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W A DISTANCE OF 967.49 FEET;
THENCE N02°27'54"E A DISTANCE OF 250.00 FEET;
THENCE N87°32'06"W A DISTANCE OF 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

SURVEY DESCRIPTION:

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
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THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAYETTEVILLE, AR.

THE PROPERTY SURVEYED IS ZONED CPZD AND RSF-4. THE ZONING CLASSIFICATIONS SHOWN ON THIS PLAT WERE OBTAINED FROM THE CITY OF FAYETTEVILLE GIS SITE, AND REPRESENT THE ZONING CLASSIFICATION AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS: DEED 2020-00021939, DEED 2021-00013842, PLAT 2016-00029554, PLAT 2019-00034850, PLAT 024A-00000298, PLAT 0024-00000426, PLAT 0024-00000510 AND PLAT 0024-00000517.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

UTILITIES WERE NOT CONSIDERED A PART OF THIS SURVEY.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF WACO TITLE COMPANY EASEMENT SEARCH FILE NO. 2504136-102, DATED APRIL 17, 2025.

PAT OF THIS PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205F, REVISED DATE JANUARY 25, 2024.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.

CERTIFICATE OF SURVEYING ACCURACY:

I HEREBY DECLARE THAT ON THE 17TH DAY OF JUNE, 2025 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

CRAFTON, TULL, & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460
PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORITY NO. 1741 CRAFTON, TULL & ASSOCIATES, INC. No. 109 ARKANSAS ENGINEER

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 2

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT1 , LAST SAVED: KM47A, 6/17/2025 2:37:39 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:42 PM [PLOTTED BY: * VALID ON HARD COPY ONLY]

LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE

GRAPHIC SCALE IN FEET
120' 0 120'

BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°16'43.18"
COMBINED SCALE FACTOR: 0.99991525
VALUE CALCULATED AT THE FOLLOWING POINT:
N 648801.721 E 663175.113 Z 1264.203

CALBBER CREEK

1189

1190

PARCEL 765-16658-050
LOT 4
PR 024A-00000298
DR 2021-00013842
±16.01 ACRES

PARCEL 765-16658-050
DR 2020-00021939
±33.31 ACRES

N = 651064.73
E = 661457.69

P.O.B.
SW CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

N = 650186.41
E = 663270.67

P.O.C.
SE CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

5/8" IRON PIN
1/2" IRON PIN

S87°48'23"E 576.12'
S3°18'06"E 169.29'
S87°14'42"E 584.99'
N2°45'14"E 527.06'
N87°14'42"W 556.89'
N74°18'30"E 920.33'
S2°36'38"W 245.00'
S2°36'38"W 758.10'
N14°18'05"W 449.85'
S2°36'38"W 301.04'
N87°23'22"W 202.48'
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S2°27'43"W 227.74'
N87°32'06"W 967.49'
N2°27'54"E 250.00'
N87°32'06"W 442.90'
N2°23'27"E 1381.39'
N2°23'27"E 777.29'
N2°38'01"E 1367.25'
N87°16'59"W 782.21'

L1 L2 L3 L4

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS DOC 2019-00038607

20' WATER & SEWER EASEMENT DOC 2022-00022348

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N2° 38' 01"E	116.09'
L2	N2° 38' 01"E	76.97'
L3	N87° 23' 22"W	25.00'
L4	S42° 23' 22"E	35.36'

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
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CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC. No. 109
ARKANSAS ENGINEER

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

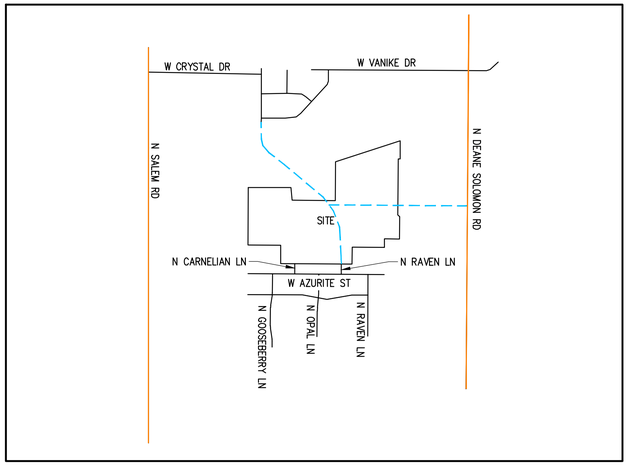
SHEET NO.:
2 OF 2

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT2, LAST SAVED: KM476, 6/17/2025 2:37:39 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:51 PM, [PLOTTED BY:- VALID ON HARD COPY ONLY]

NEXT CHAPTER PZD

FAYETTEVILLE, ARKANSAS

PZD (# TO BE ASSIGNED)



VICINITY MAP (NTS)

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

FREEWAY/EXPRESSWAY

REGIONAL LINK-HIGH ACTIVITY

REGIONAL LINK

NEIGHBORHOOD LINK

NEIGHBORHOOD LINK PLANNED

RESIDENTIAL LINK PLANNED

PROJECT INFORMATION

APPLICANT:	CRAFTON TULL CONNOR THREET P.E. 300 N. COLLEGE AVE., SUITE 317 FAYETTEVILLE, AR 72701 479-878-2467
OWNER PURSUING PZD:	NEXT CHAPTER HOLDINGS, LLC 2500 TRADE CENTER DR EVANS, GA 30809
EXISTING OWNERSHIP:	UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST KTB LIMITED PARTNERSHIP
PLAT DOCUMENTS FOR EXISTING PARCELS:	PROPERTY LINE ADJUSTMENT PLAT 2019-00034850 PROPERTY LINE ADJUSTMENT PLAT 2016-00029554 TRACT SPLIT PLAT 024A-00000298 ACCESS, MAINTENANCE, & DETENTION PERMANENT EASEMENT PLAT DOC 2019-00038607

PROPERTY DESCRIPTION

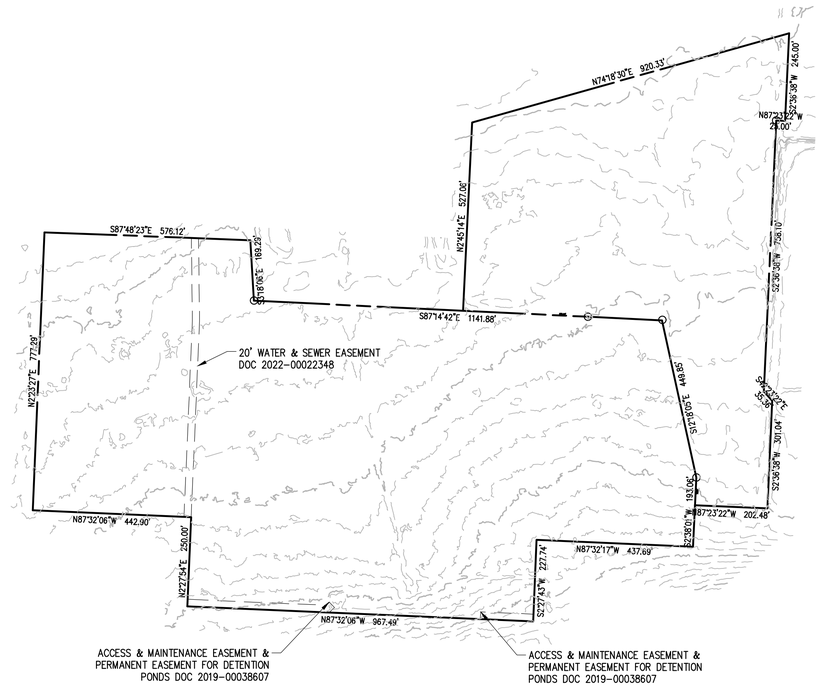
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.



Arkansas One Call

811

Know what's **below**.

Call before you dig.

FLOOD NOTE:

A PORTION OF THE PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205G, EFFECTIVE DATE JANUARY 24, 2024.

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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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QC by:
QC Date:

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COVER SHEET/SURVEY

1 OF 1

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LAST PLOTTED BY: CRAIG HUNTER (THIS DRAWING IS RESTRICTED BY "VALID ON HARD COPY ONLY")

EXHIBIT B
ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA

LAND USE DESIGNATION TABLE

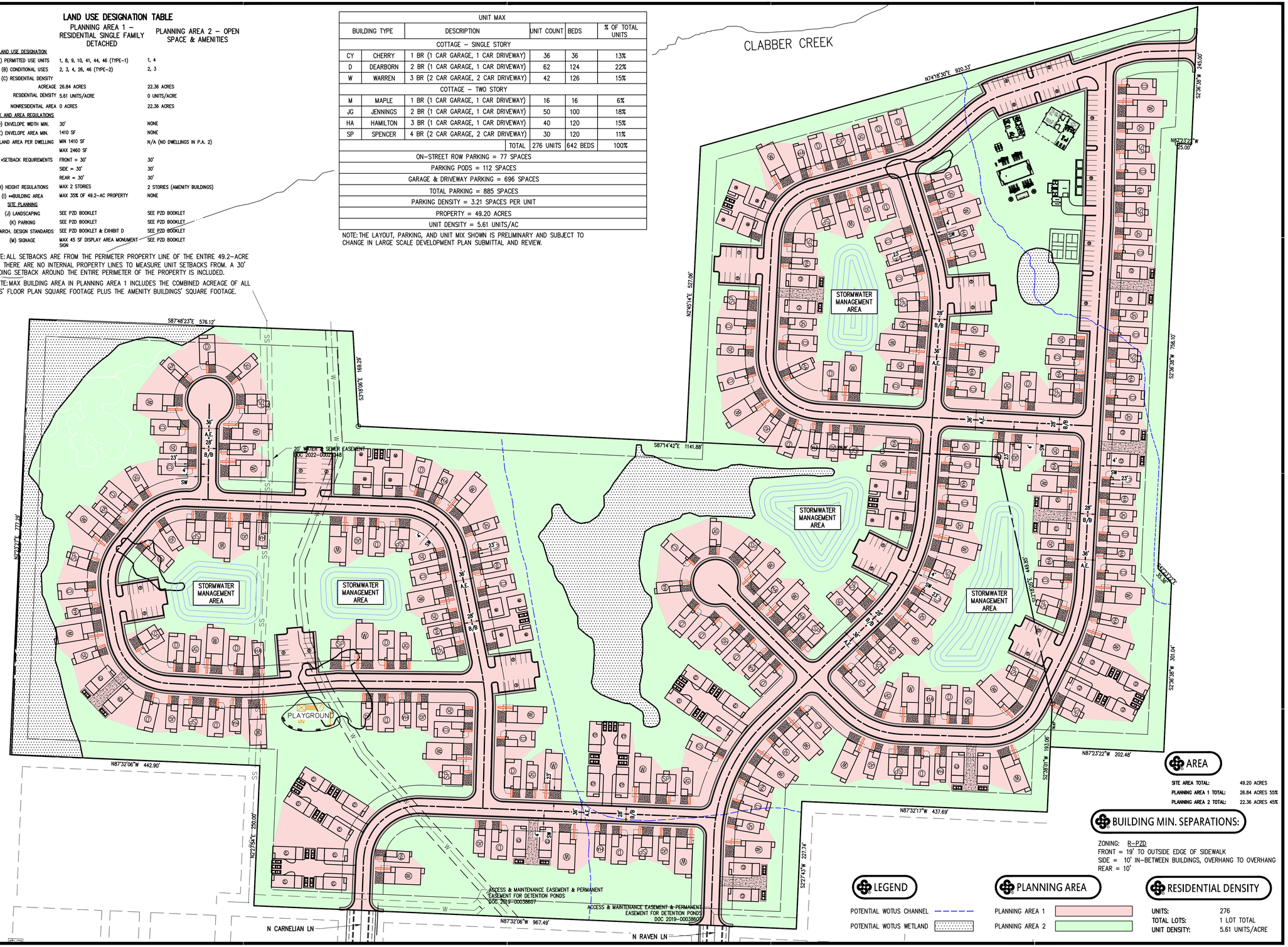
LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 30' SIDE = 30' REAR = 30'	30' 30' 30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

*NOTE: ALL SETBACKS ARE FROM THE PERIMETER PROPERTY LINE OF THE ENTIRE 49.2-ACRE SITE. THERE ARE NO INTERNAL PROPERTY LINES TO MEASURE UNIT SETBACKS FROM. A 30' BUILDING SETBACK AROUND THE ENTIRE PERIMETER OF THE PROPERTY IS INCLUDED.

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL:	49.20 ACRES
PLANNING AREA 1 TOTAL:	26.84 ACRES 55%
PLANNING AREA 2 TOTAL:	22.36 ACRES 45%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 19' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS:	276
TOTAL LOTS:	1 LOT TOTAL
UNIT DENSITY:	5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

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EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

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LAYOUT: EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP
PLOTTED BY: DAVID.CRAFTON 6/5/2025 7:32:28 AM
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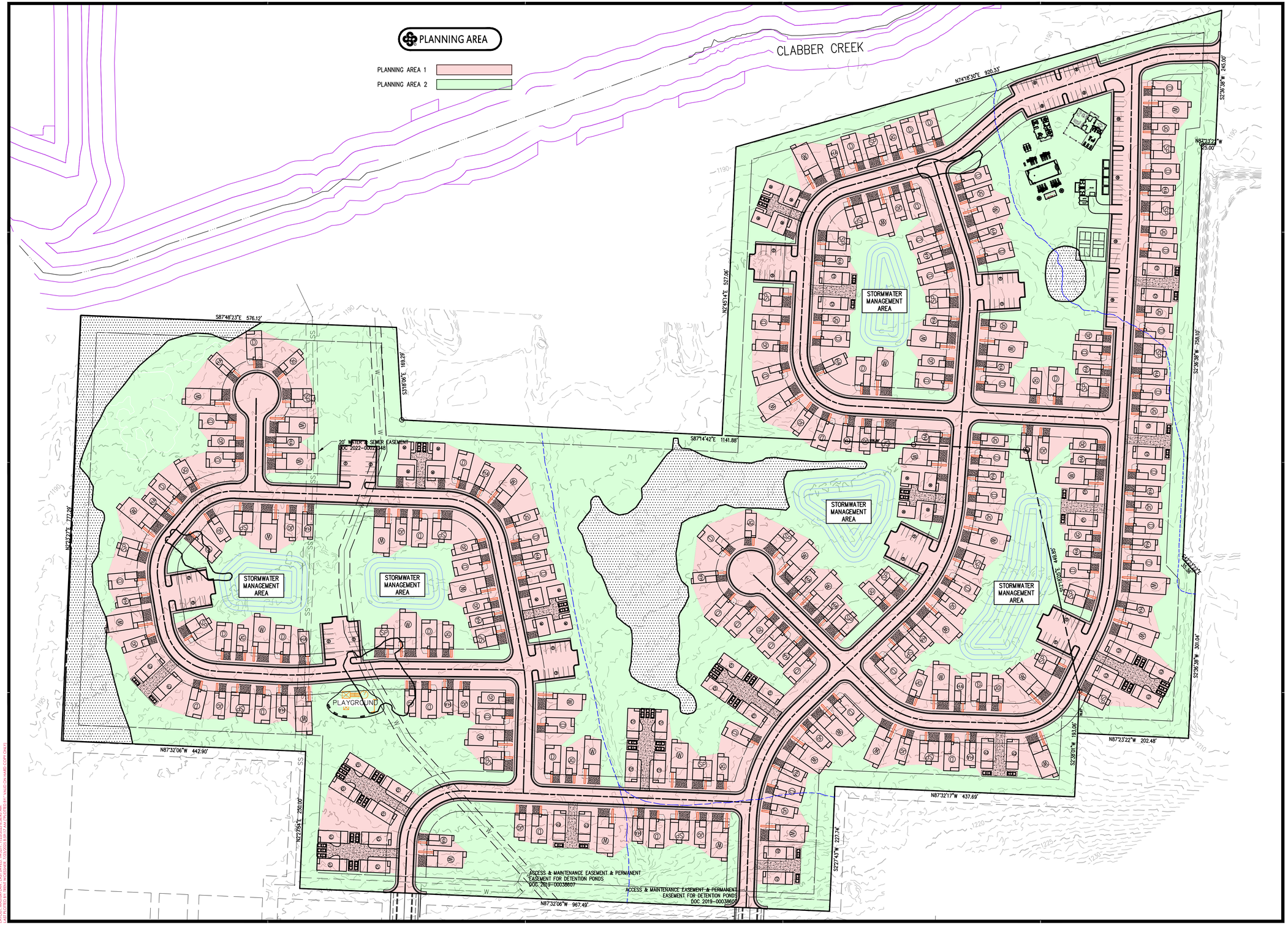
EXHIBIT C
MASTER PLAN, AERIAL OVERALL SITE PLAN, & MODIFIED TYPICAL RESIDENTIAL LINK SECTION

Crafton Tull



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GRAPHIC SCALE IN FEET
80' 0 80'

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FAYETTEVILLE, AR

Key Plan

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EXHIBIT C MASTERPLAN

2 OF 2

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LAYOUT: EXHIBIT C MASTERPLAN - 2 OF 2 - LAST SAVED: 06/2025 7:25:03PM BY: CHRISTOPHER.THREET
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XREF: ... - XREF: ... - XREF: ... -

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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Pedestrian Connection points at subject property line to adjacent Underwood Park's trail network. Site plan in future LSD submittal will show proposed soft or hard surface pedestrian access from the paved interior sidewalk to these access points.

Key Plan

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OVERALL SITE PLAN

1 OF 1

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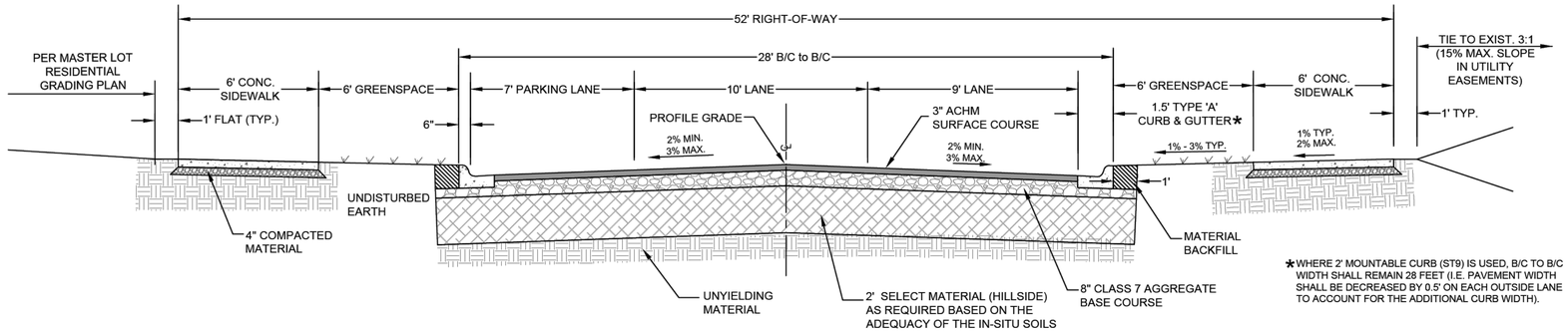
LAYOUT: LAYOUT1 LAST SAVED: CC2099, 7/22/2025 12:42:44 PM
LAST PLOTTED BY: COURTNEY.CARAVELLO, 7/22/2025 12:51:06 PM (PLOTTED BY: VAND ON HARD COPY ONLY)

NOTES:

1. CONTACT THE ENGINEERING DIVISION (575-8206) TO REQUEST AN INSPECTION PRIOR TO POURING ANY SIDEWALK OR DRIVEWAY IN THE RIGHT-OF-WAY.
2. THE ENGINEER OF RECORD SHALL PERFORM "PART TIME" INSPECTION FOR THE DRAINAGE INSTALLATION AND STREET CONSTRUCTION. THE PUBLIC WORKS INSPECTOR MUST BE PRESENT FOR TESTING. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING TESTING.
3. MINIMUM DENSITY FOR ASPHALT SHALL BE 92% OF THE MAXIMUM THEORETICAL DENSITY.
4. SUBGRADE (HILLSIDE) SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR. PROCTOR CURVE DATA SHALL BE SUPPLIED TO THE CITY ON ALL MATERIAL BY THE ENGINEER OF RECORD. WITHOUT THE COPY OF THE SITE SPECIFIC PROCTOR CURVE, MOISTURE CONTENT MUST BE WITHIN 3% OF OPTIMUM WHEN TESTED.
5. BASE COURSE (CLASS 7 AGGREGATE BASE) SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR ON RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS.
6. CURING COMPOUND IS REQUIRED FOR ALL CONCRETE IN RIGHT-OF-WAY OR EASEMENTS, ANY COLOR EXCEPT CLEAR. FOLLOW STANDARD ENGINEERING PRACTICE FOR PLACEMENT IN HOT, WINDY, AND COLD WEATHER.
7. CURB MUST BE CAULKED BEFORE BACKFILLED AND STREET PAVED. ACCEPTABLE SUPPLIERS ARE OMNI SEAL 50, PECORA 864 AND 865, DOW COMING 888, OR OTHER PRE-APPROVED EQUAL.
8. ALL IN-SITU SOILS FOR SUBGRADE SHALL HAVE A LIQUID LIMIT LESS THAN 40, A PLASTICITY INDEX LESS THAN 15, AND A CBR GREATER THAN 8. INADEQUATE SOILS SHALL BE UNDERCUT 2 FEET AND REPLACED WITH "HILLSIDE MATERIAL" (SOILS WITH CBR OF 8 OR GREATER, AND AS CLASSIFIED AS GM OR GC SOILS) - GEOTECHNICAL TESTING REQUIRED TO DETERMINE SOIL ACCEPTANCE.
9. SUBGRADE MUST BE PLACED ON UNYIELDING MATERIAL - ADDITIONAL UNDERCUT MAY BE REQUIRED.

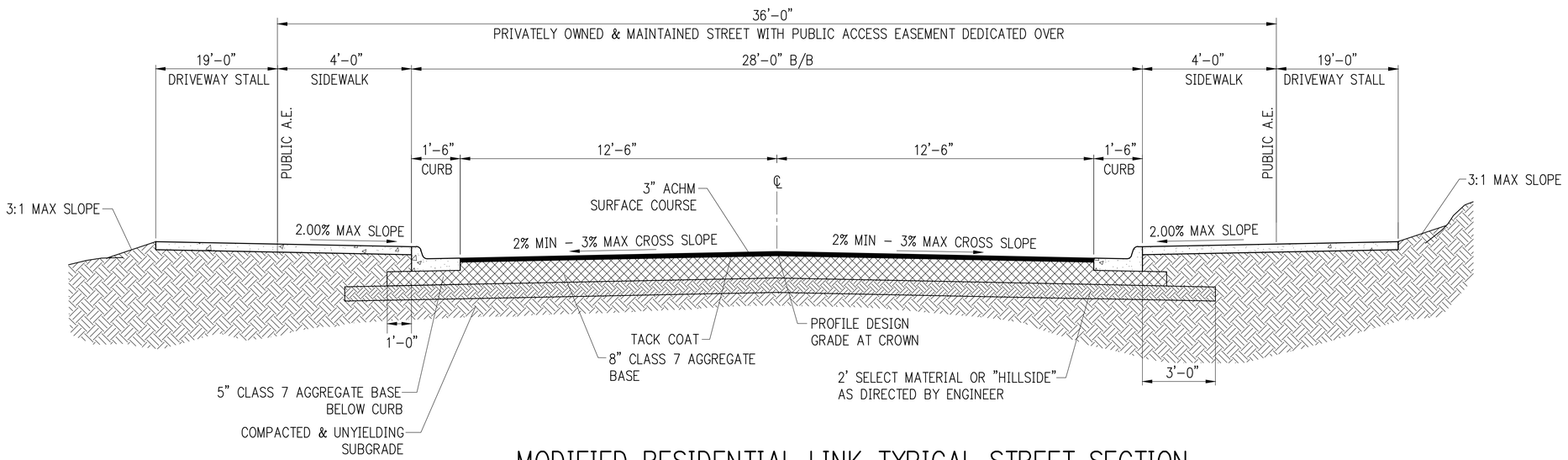
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*WHERE 2' MOUNTABLE CURB (ST9) IS USED, B/C TO B/C WIDTH SHALL REMAIN 28 FEET (I.E. PAVEMENT WIDTH SHALL BE DECREASED BY 0.5' ON EACH OUTSIDE LANE TO ACCOUNT FOR THE ADDITIONAL CURB WIDTH).

TYPICAL SECTION RESIDENTIAL LINK

*ALL INTERNAL STREETS, N RAVEN LN. & N CARNELIAN LN., WILL USE A MODIFIED VERSION OF THIS RESIDENTIAL LINK TYPICAL SECTION, SEE BELOW.



MODIFIED RESIDENTIAL LINK TYPICAL STREET SECTION

NTS

SHEET: ST1

DATE: May 25, 2017 REVISED; Jan. 13, 2021; June 28, 2021; April 5, 2022

TITLE: STREET DETAILS

DESCRIPTION: RESIDENTIAL LINK AND NEIGHBORHOOD LINK TYPICAL SECTIONS

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE: (479) 575-8206 FAX NO: (479) 575-8202
CITY OF FAYETTEVILLE ARKANSAS

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
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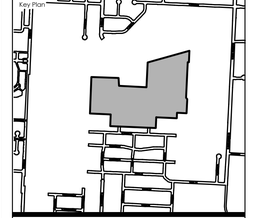
NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK
FAYETTEVILLE, AR

Key Plan



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LAYOUT: TYPICAL SECTIONS PLOTTED: Thursday, 7/24/2025 2:03:03 PM BY: VALID ON HARD COPY ONLY

EXHIBIT D
FLOOR PLANS, ELEVATION VIEWS, & ISOMETRIC VIEWS FOR ALL UNIT TYPES

ESTIMATED SQUARE FOOTAGE
1ST FLR HTD- 452 SQFT
2ND FLR HTD- 410 SQFT
TOTAL HTD- 862 SQFT
GARAGE - 222 SQFT
PORCH - 95 SQFT
FOOTPRINT - 784 SQFT
TOTAL FRAMING - 1,291 SQFT

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PG 1

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PG 2

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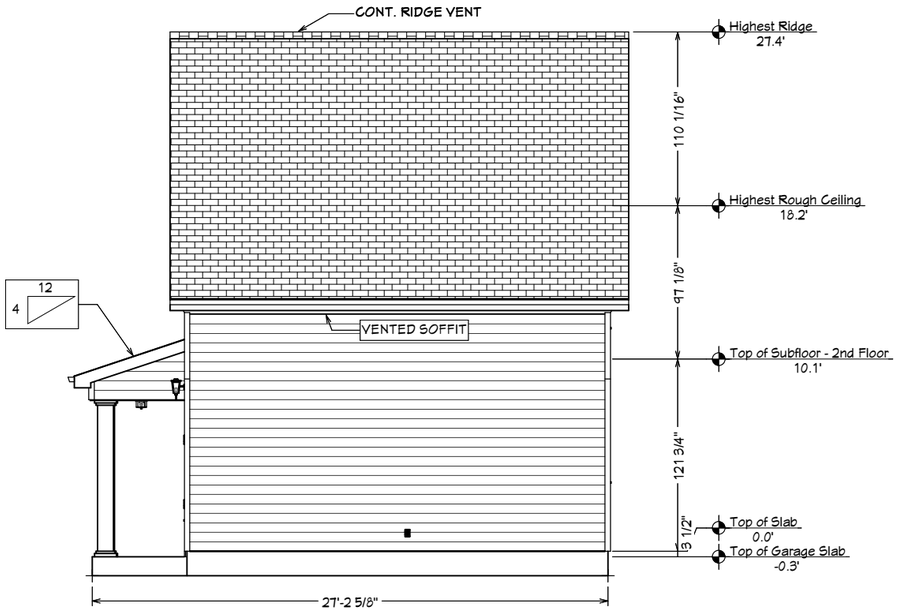
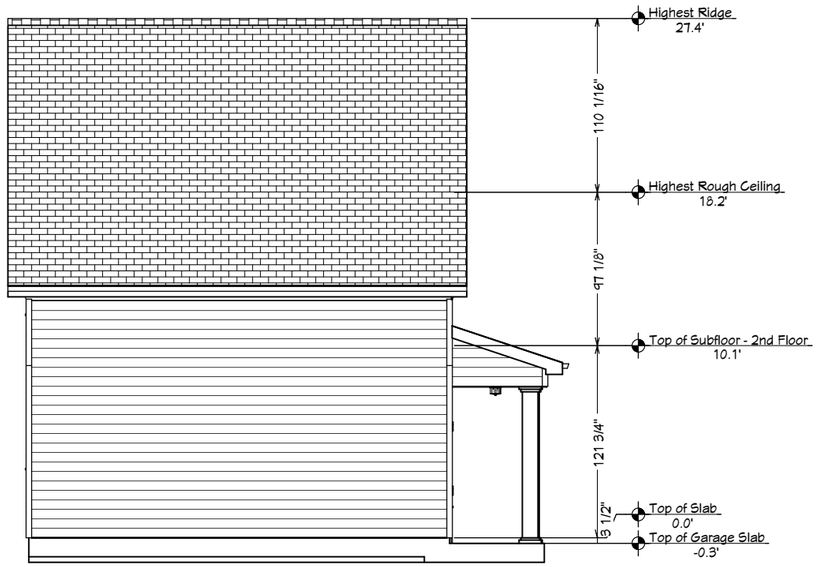
SCALE: 1/4"=1'

DATE: 2/14/2025

PG 3



RIGHT ELEV.



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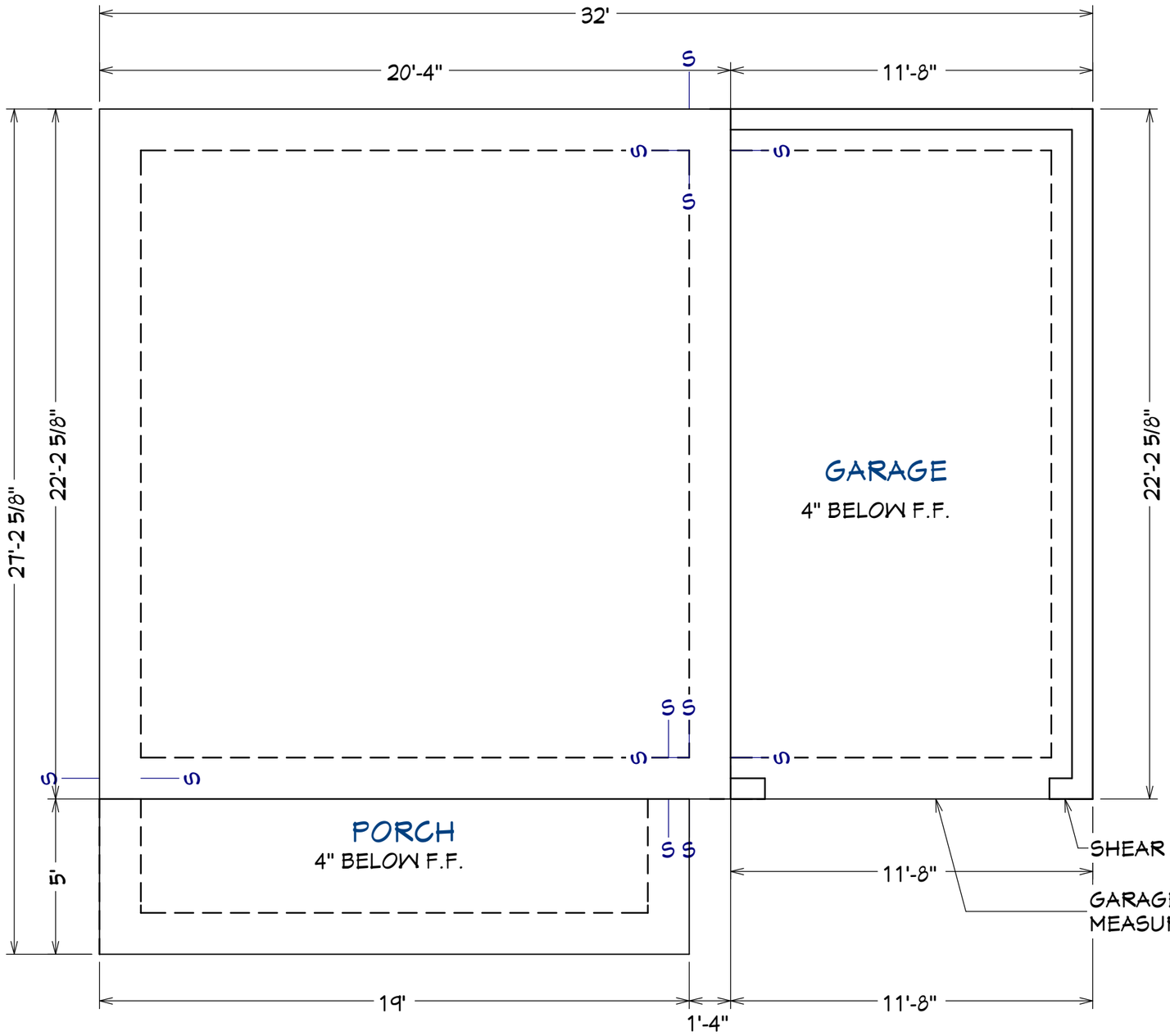
SHEET TITLE:
SIDE ELEV.

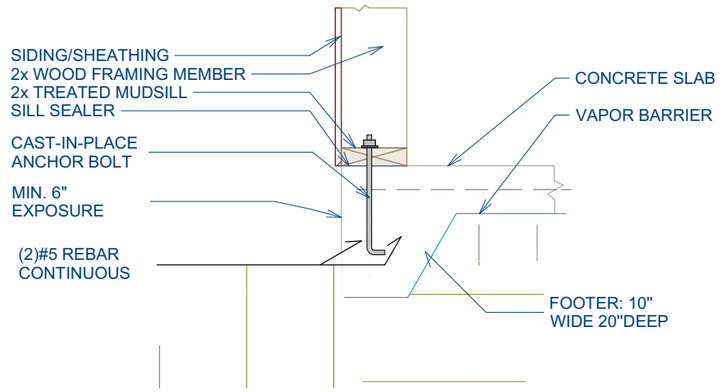
NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 2/14/2025

PG 4





Monolithic Slab Detail

NOTE:
PROVIDE CONTROL JOINTS

NOTE:
DIMENSIONS ARE TO FRAME WALL

NOTE:
BOLTS TO BE NO FURTHER THAN 18" O.C.
OR 12" AWAY FROM SILL PLATE ENDS

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SHEET TITLE: FOUNDATION PLAN

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PG 5

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awoods@nextchapterconstruction.us

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PROJECT DESCRIPTION:
DM Maple Layout

SHEET TITLE:
ISO VIEWS

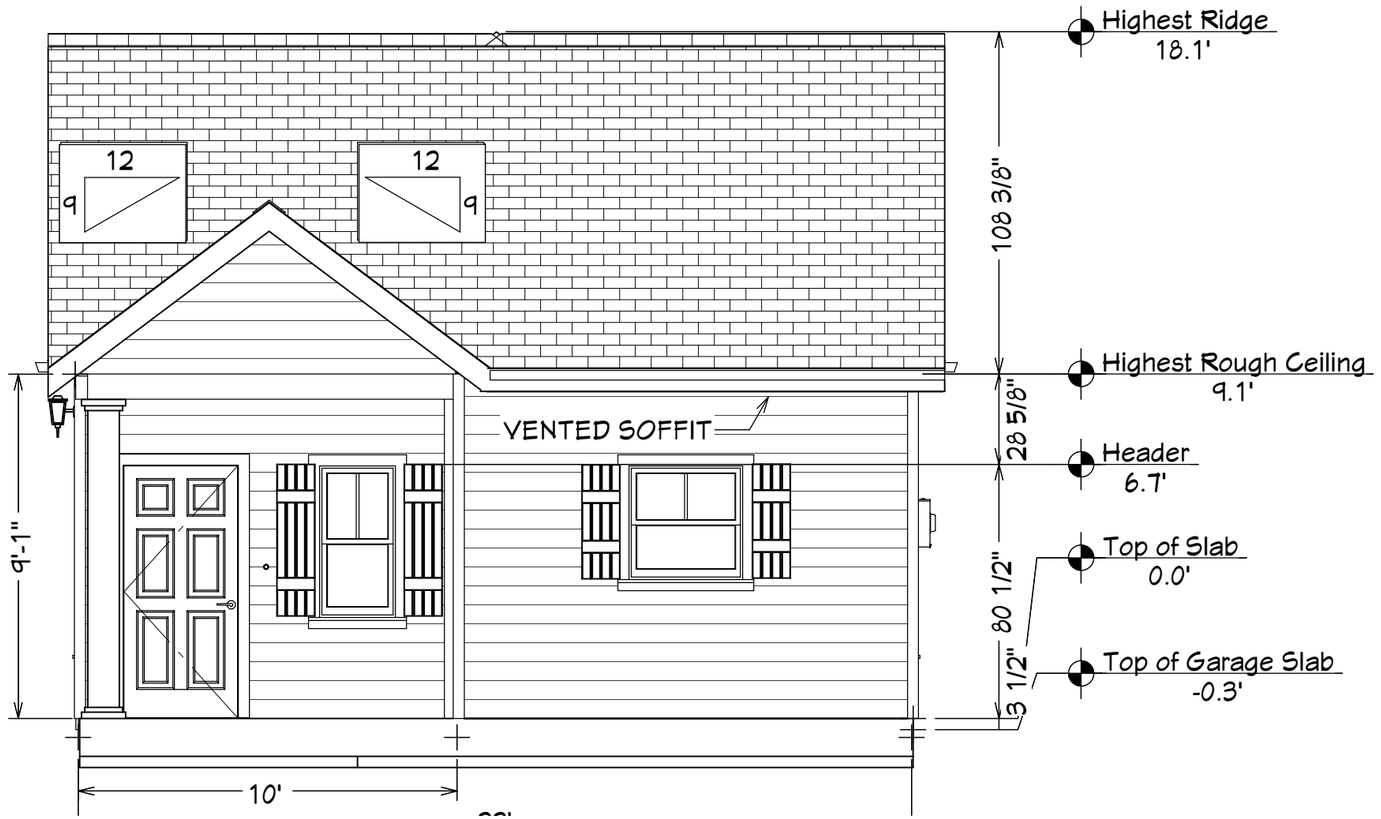
NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 2/14/2025

PG 15

FRONT ELEV. RENDERING
NO SCALE



FRONT ELEV
1/4" =1'

SIDE ELEV
1/8" =1'

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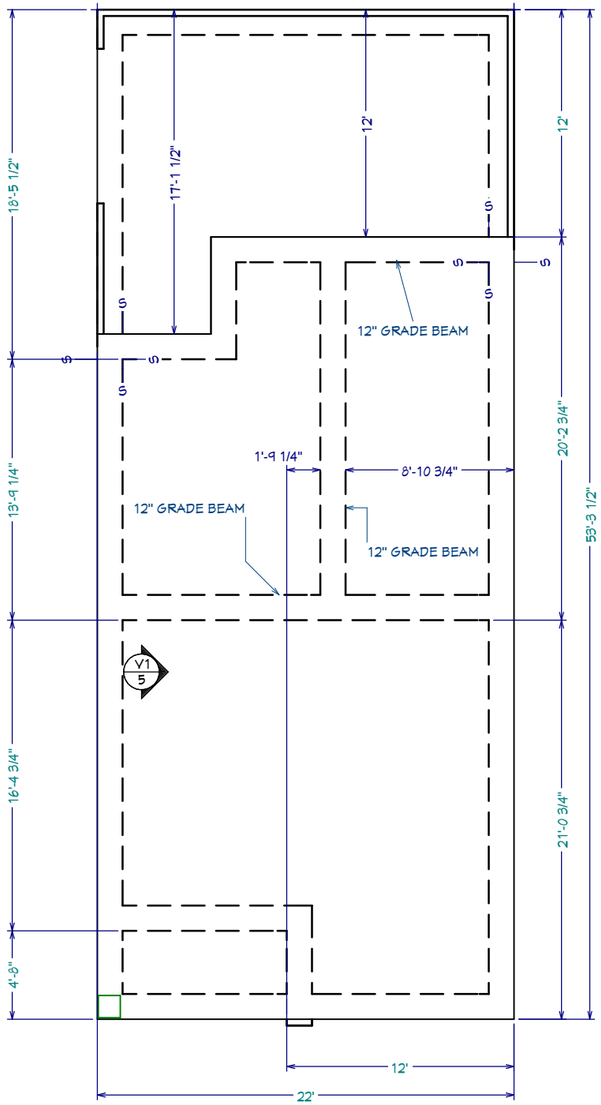
PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
Elevations

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE
DATE: 1/7/2025

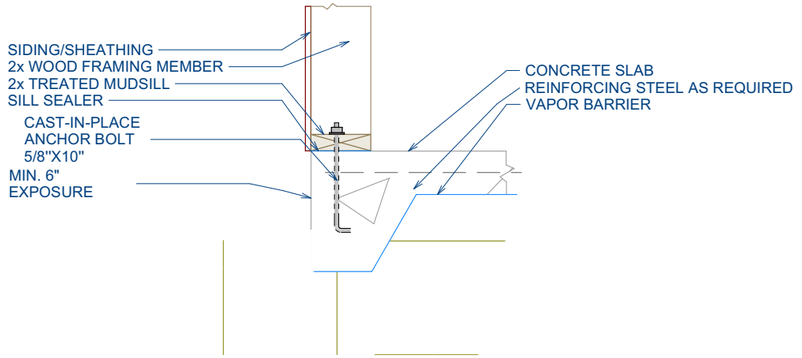
PG 1



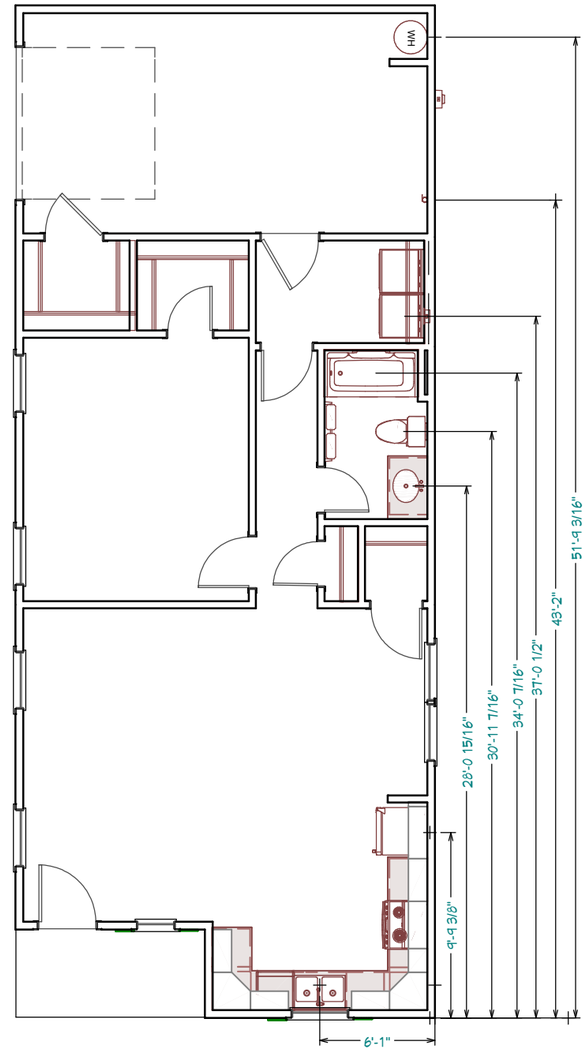
FOUNDATION LAYOUT

GARAGE CURB MUST MEASURE 8'-3''

ESTIMATED SQUARE FOOTAGE
TOTAL HTD- 839 SQFT
GARAGE - 247 SQFT
PORCH - 46 SQFT
FOOTPRINT - 1,172 SQFT
TOTAL FRAMING - 1,172 SQFT



Monolithic Slab Detail



PLUMBING LAYOUT

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PROJECT DESCRIPTION: KC CHERRY

SHEET TITLE: SLAB/PLUMBING

NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 1/7/2025

PG 2

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PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
ISO VIEWS

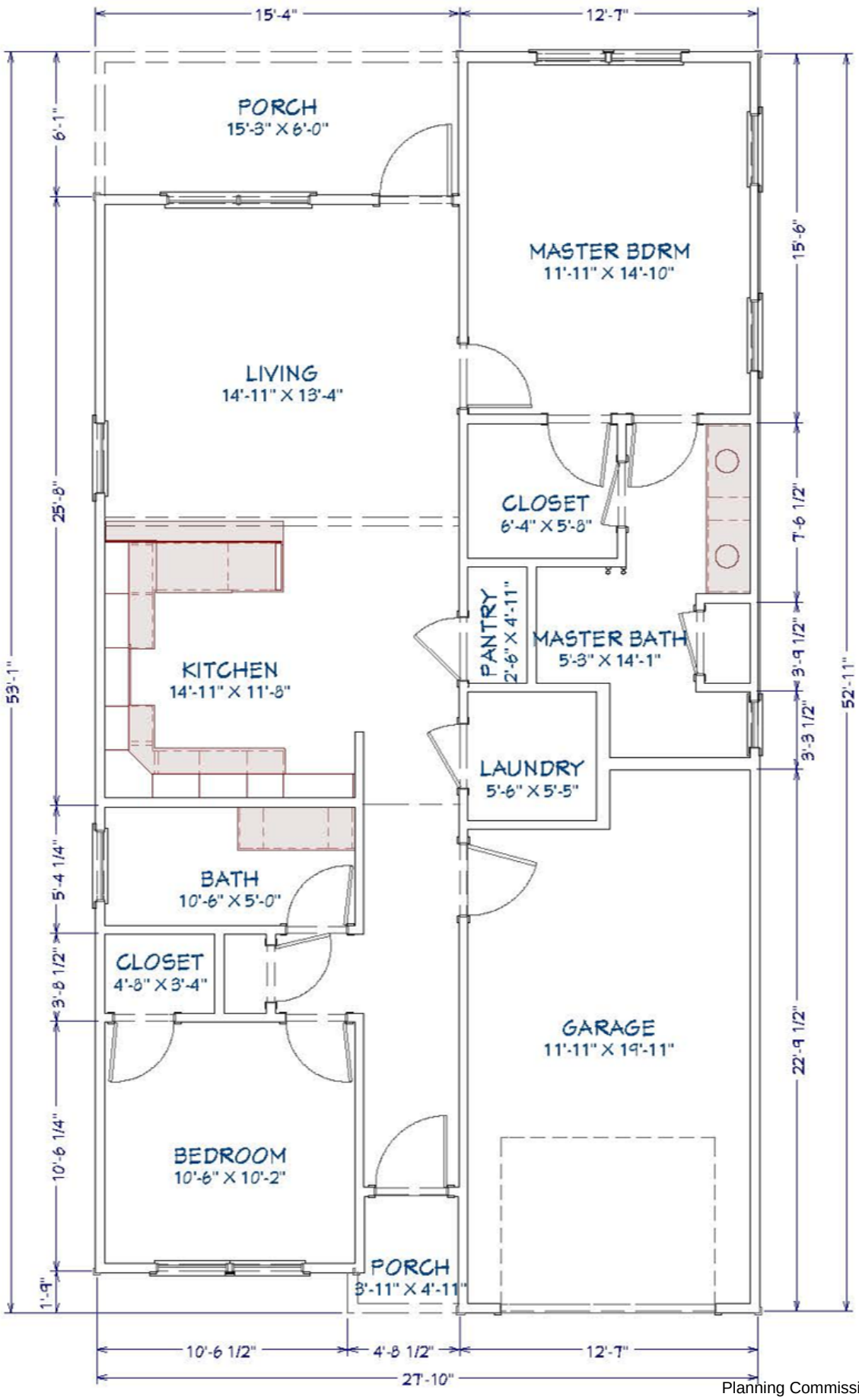
NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

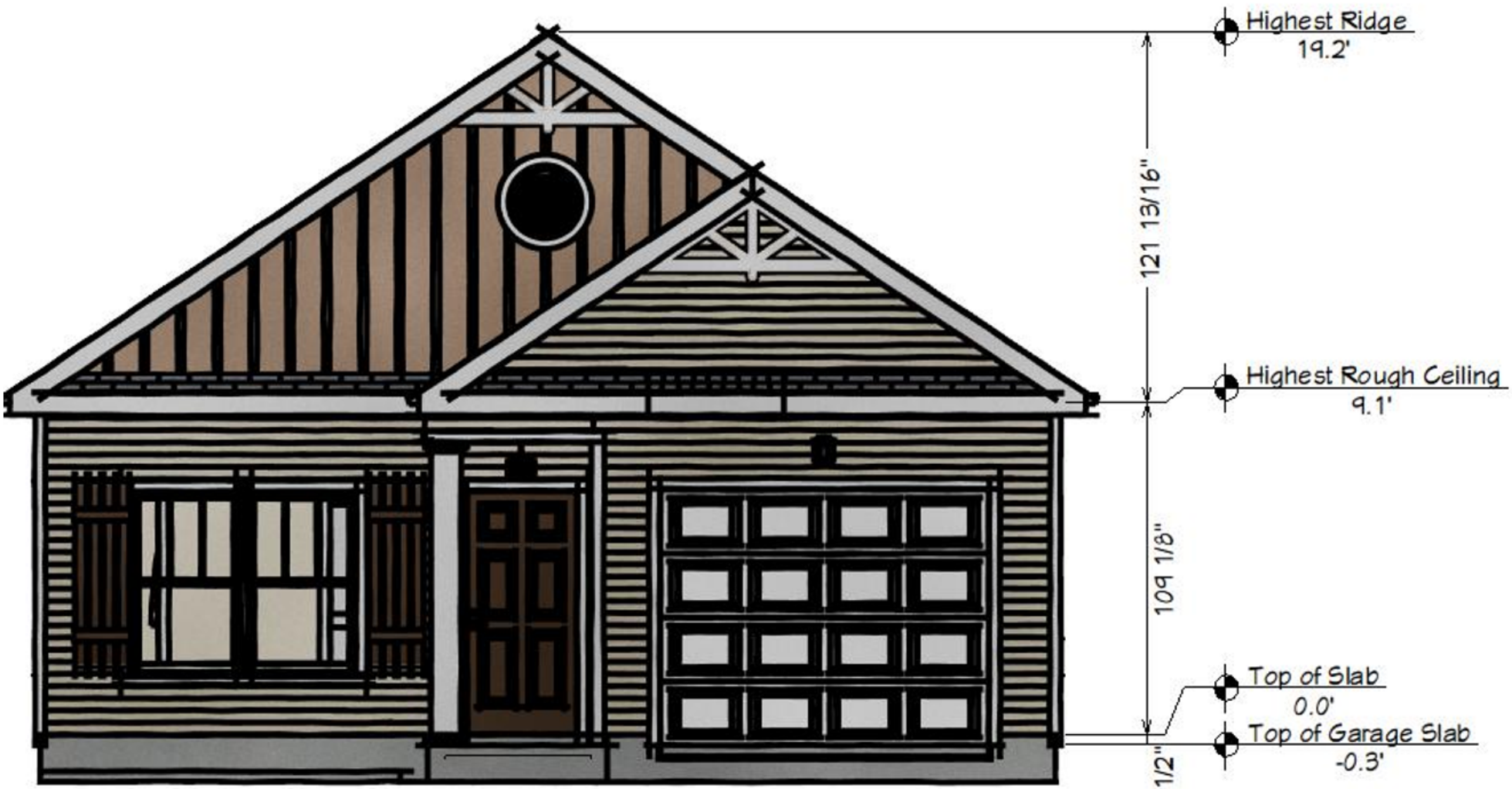
DATE: 1/7/2025

PG 8

Dearborn FLOOR PLAN

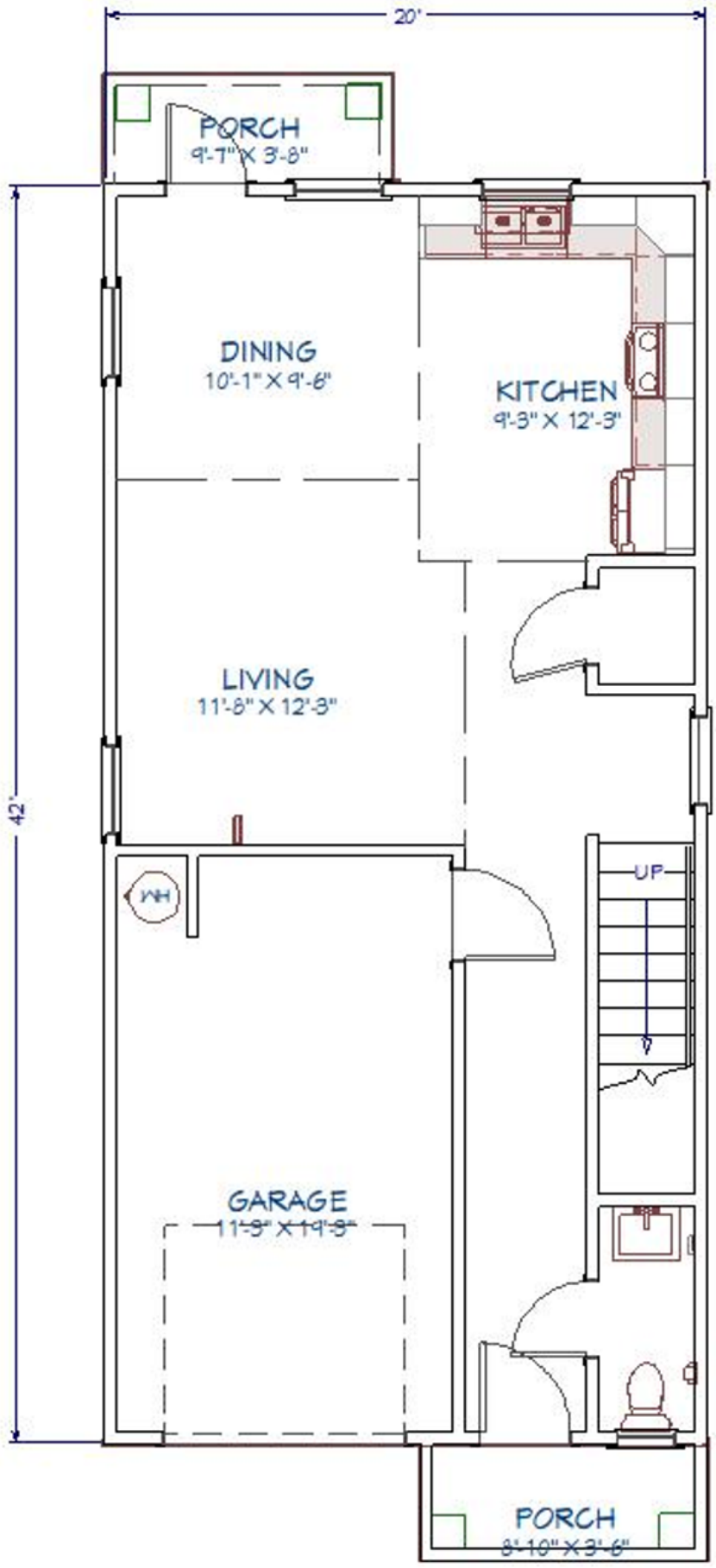


DEARBORN FRONT ELEVATION

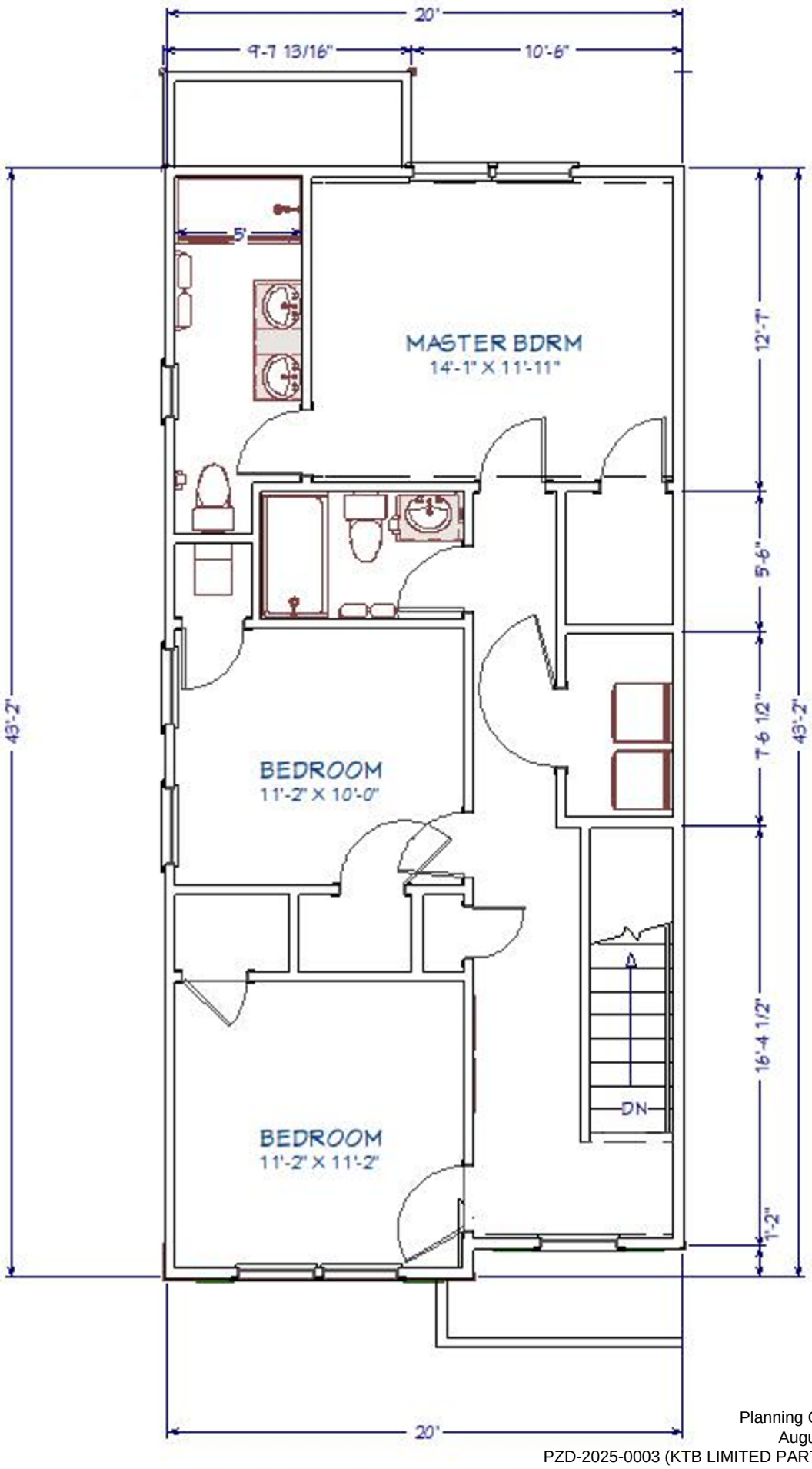


DEARBORN RENDERING

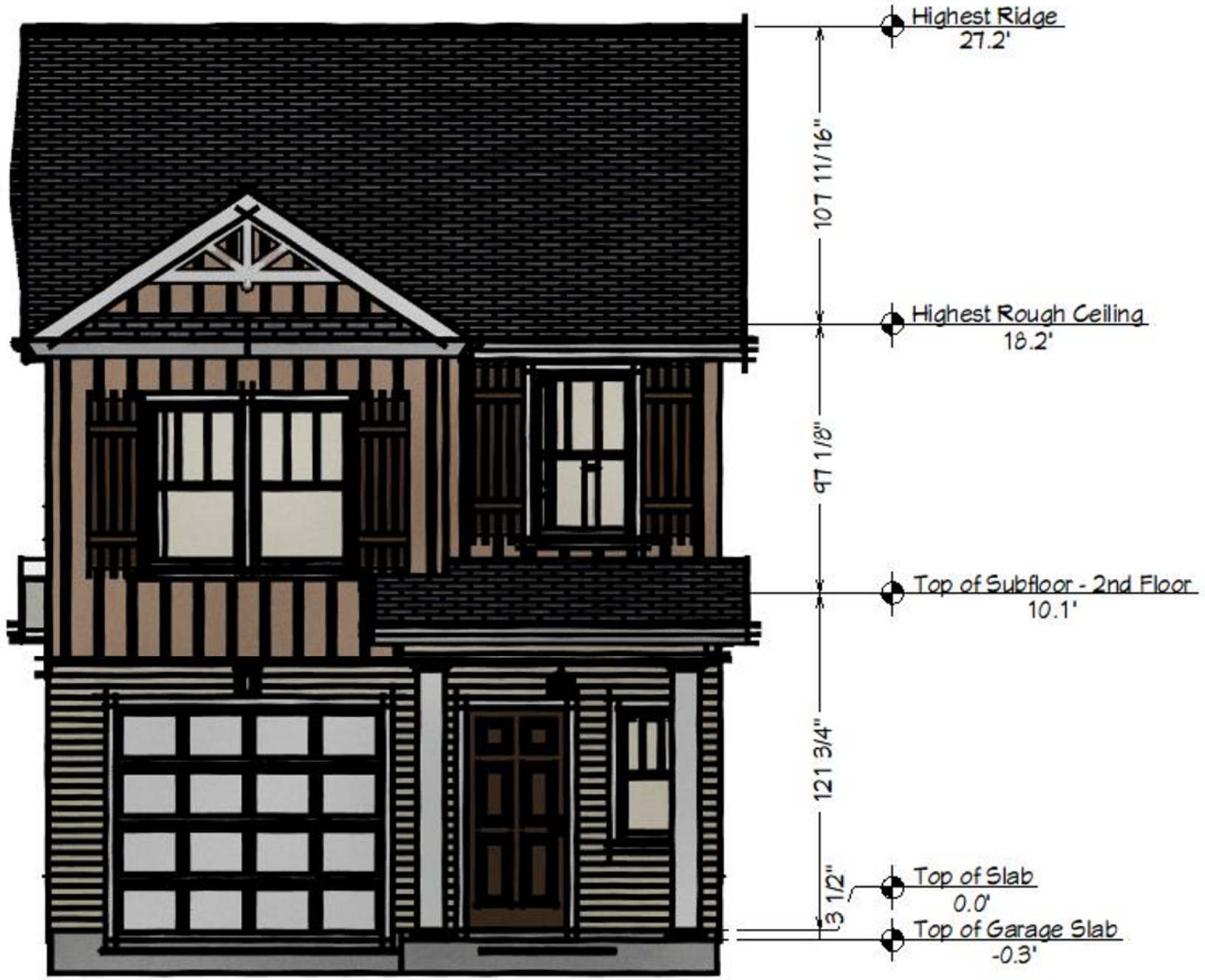
Hamilton 1st Floor



Hamilton 2nd Floor

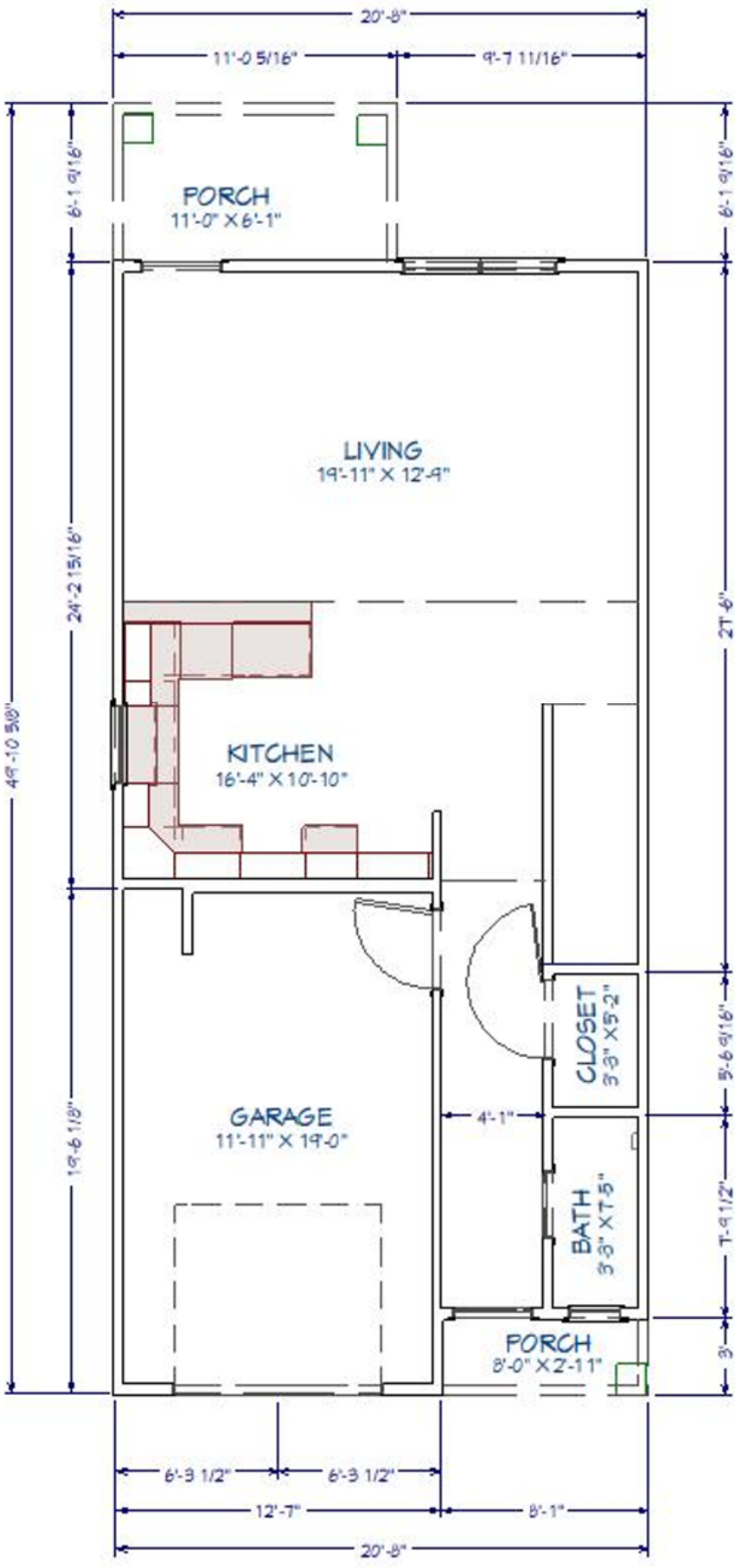


Hamilton FRONT ELEVATION

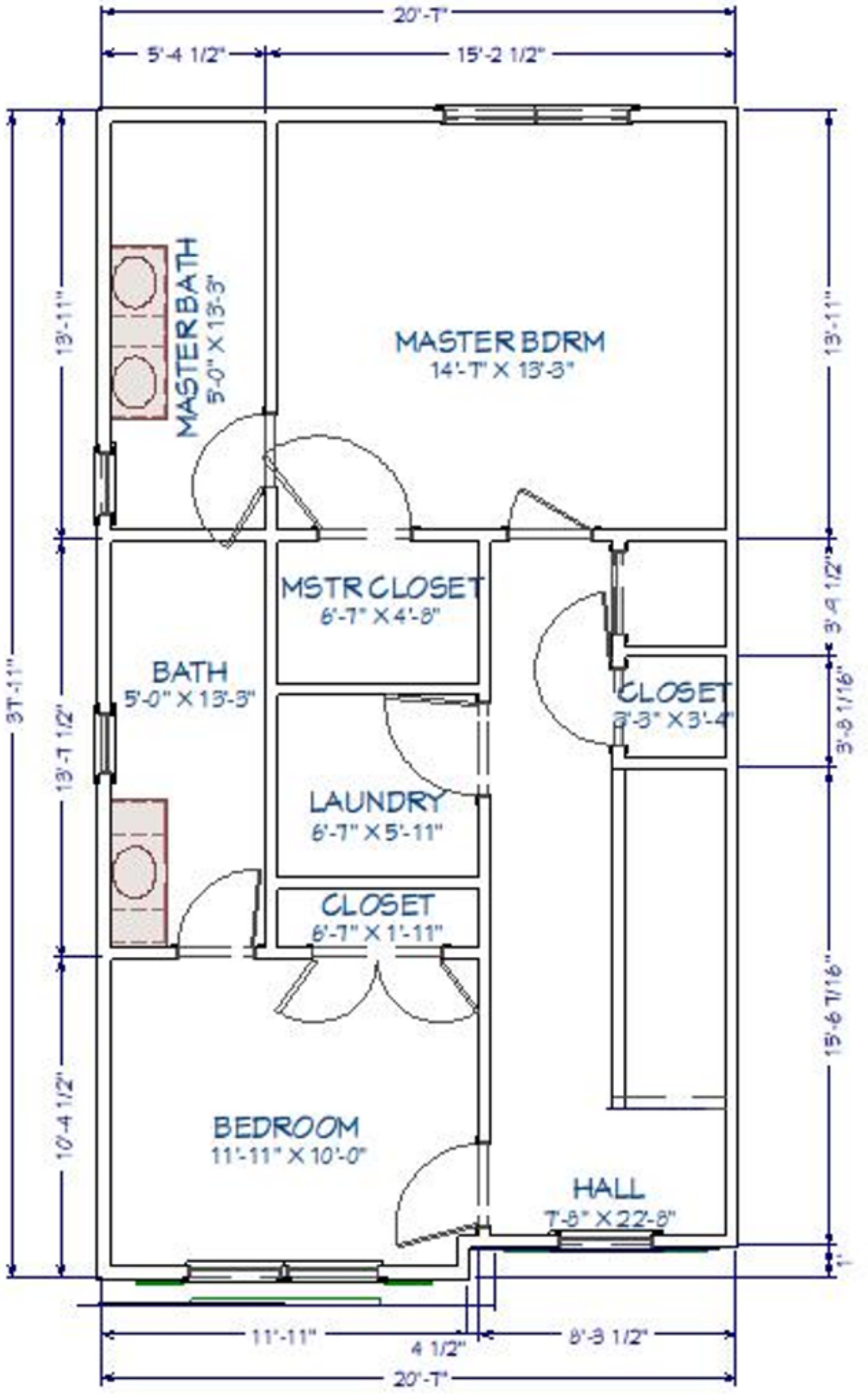


HAMILTON RENDERINGS

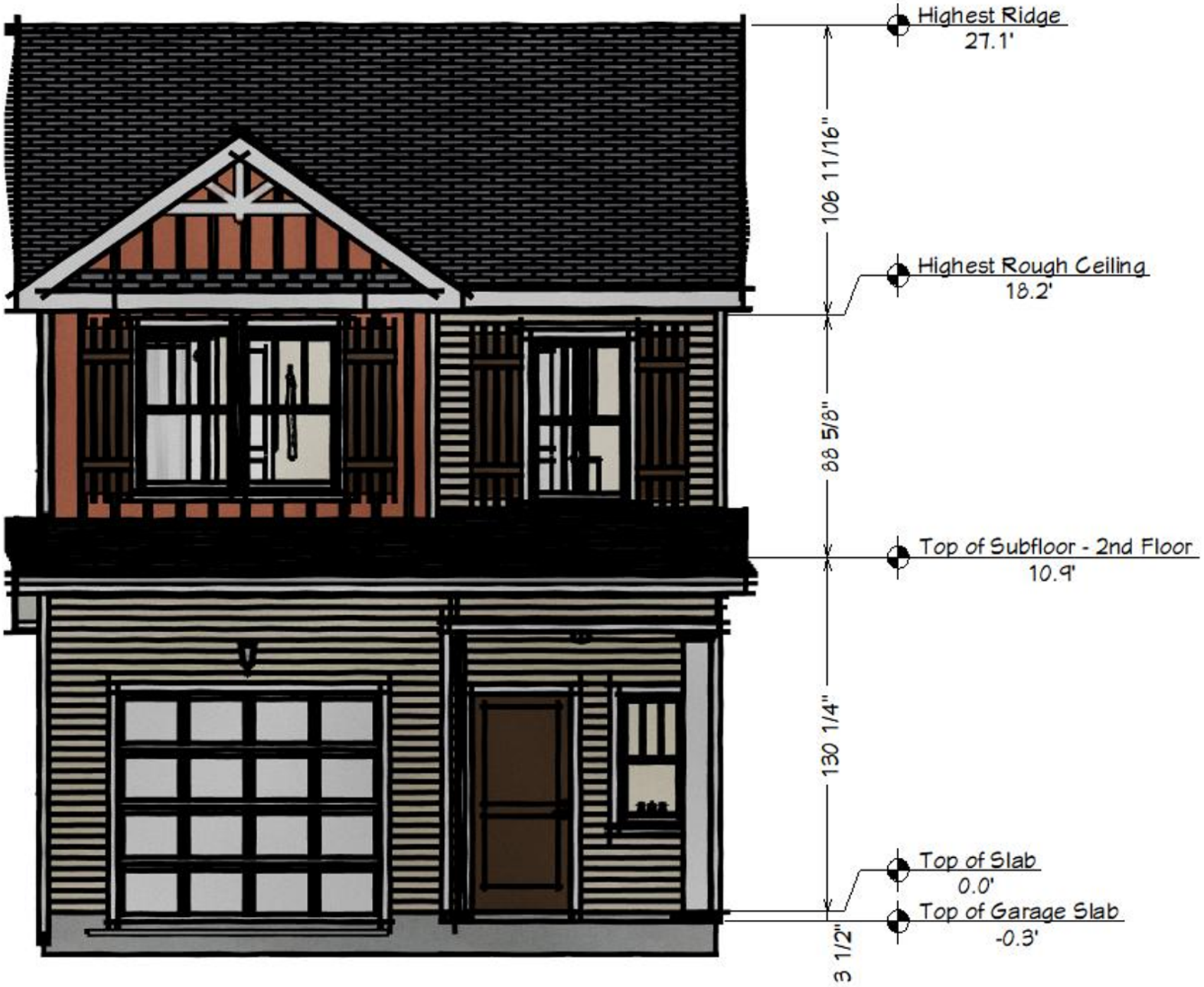
Jennings FLOOR PLAN (FIRST FLOOR)



JENNINGS FLOOR PLAN (SECOND FLOOR)

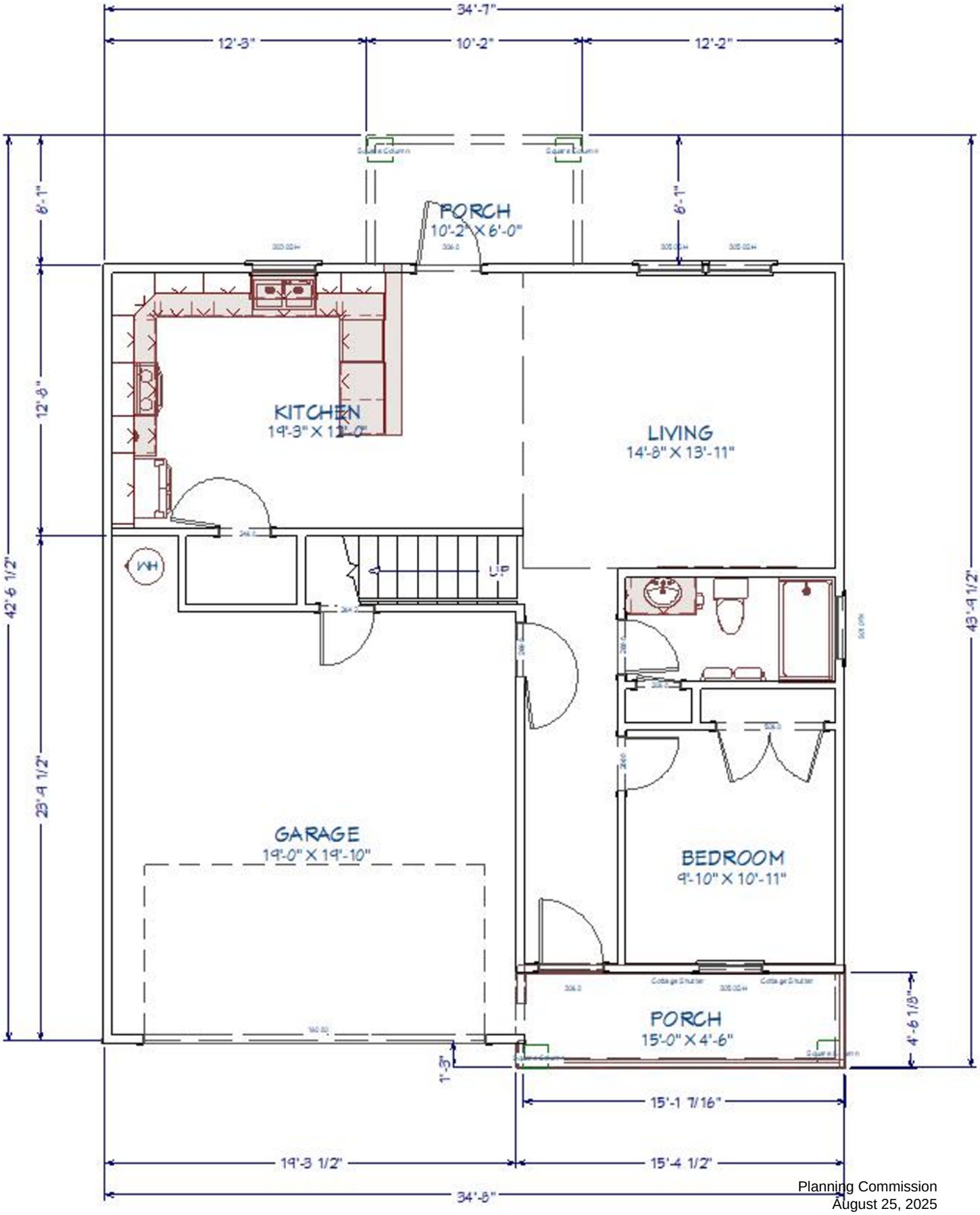


JENNINGS FRONT ELEVATION

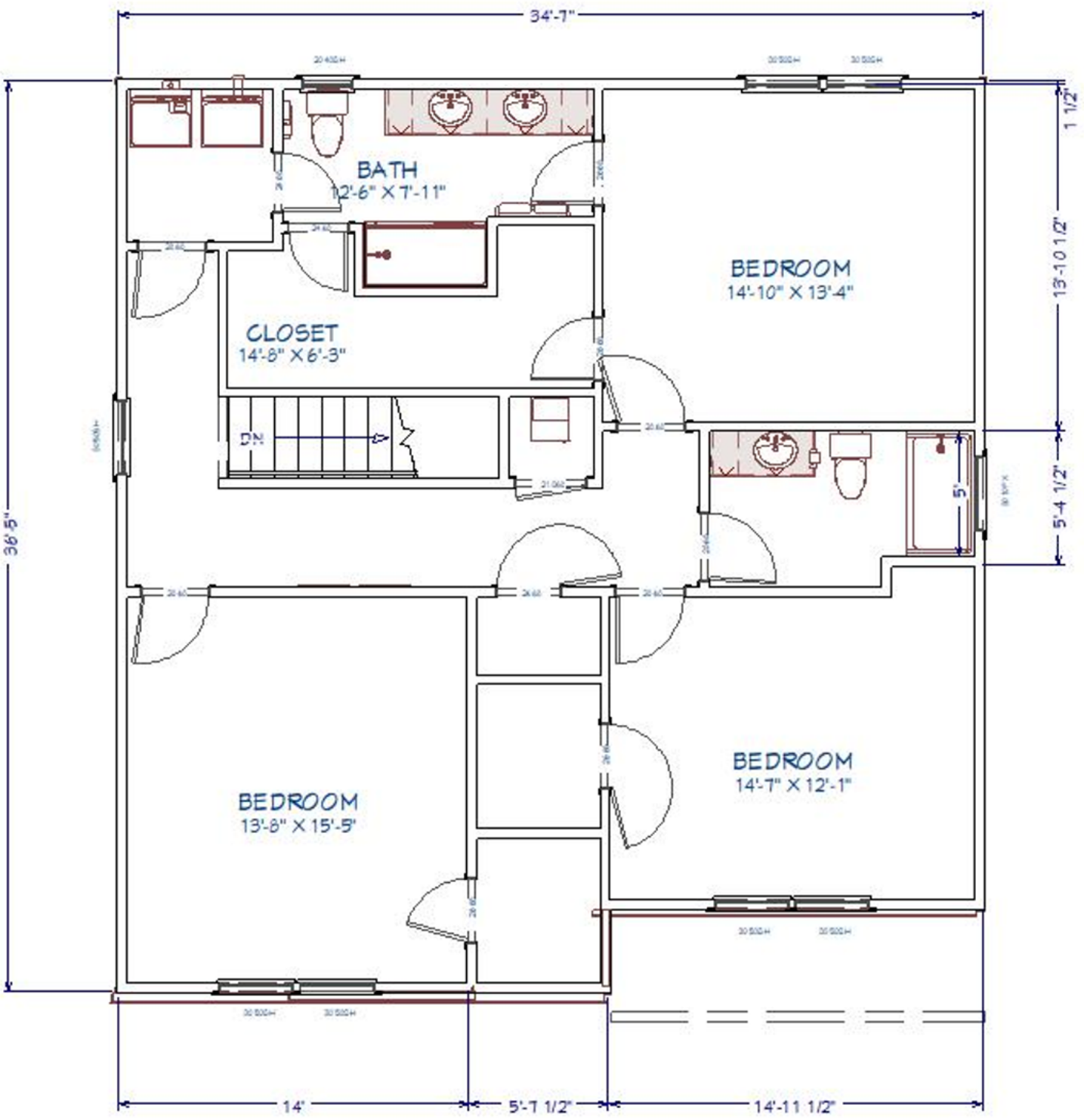


JENNINGS RENDERING

SPENCER (FIRST FLOOR)



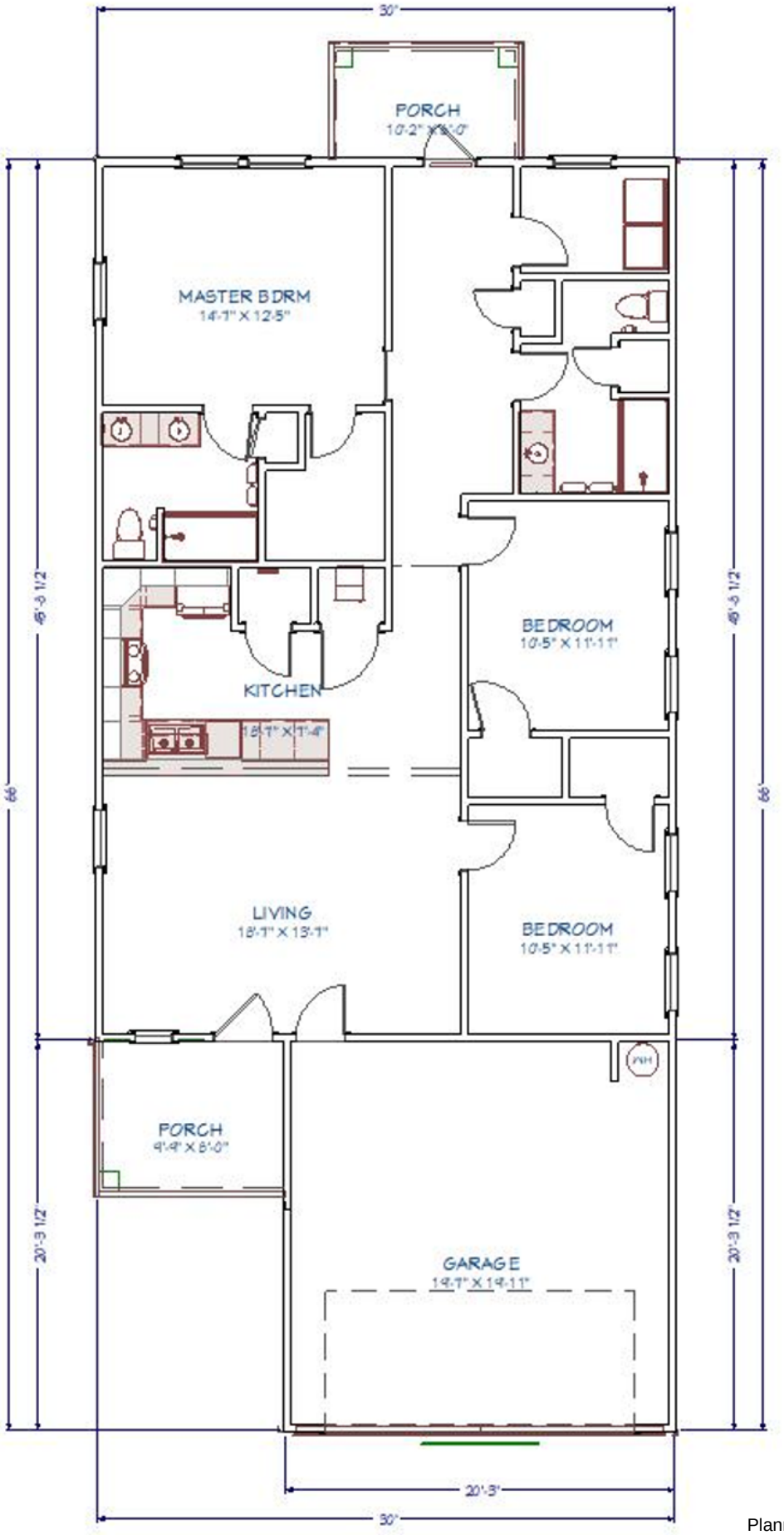
SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

SPENCER RENDERINGS

Warren FLOOR PLAN



WARREN FRONT ELEVATION

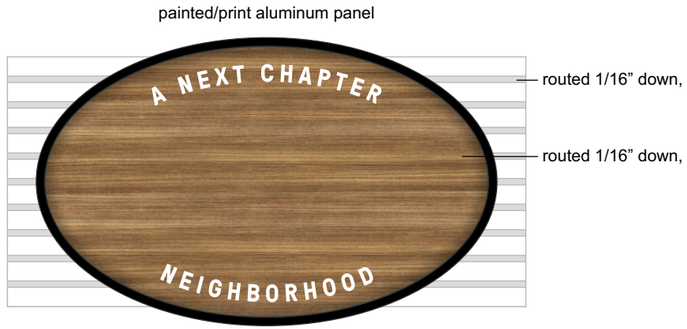
WARREN RENDERING

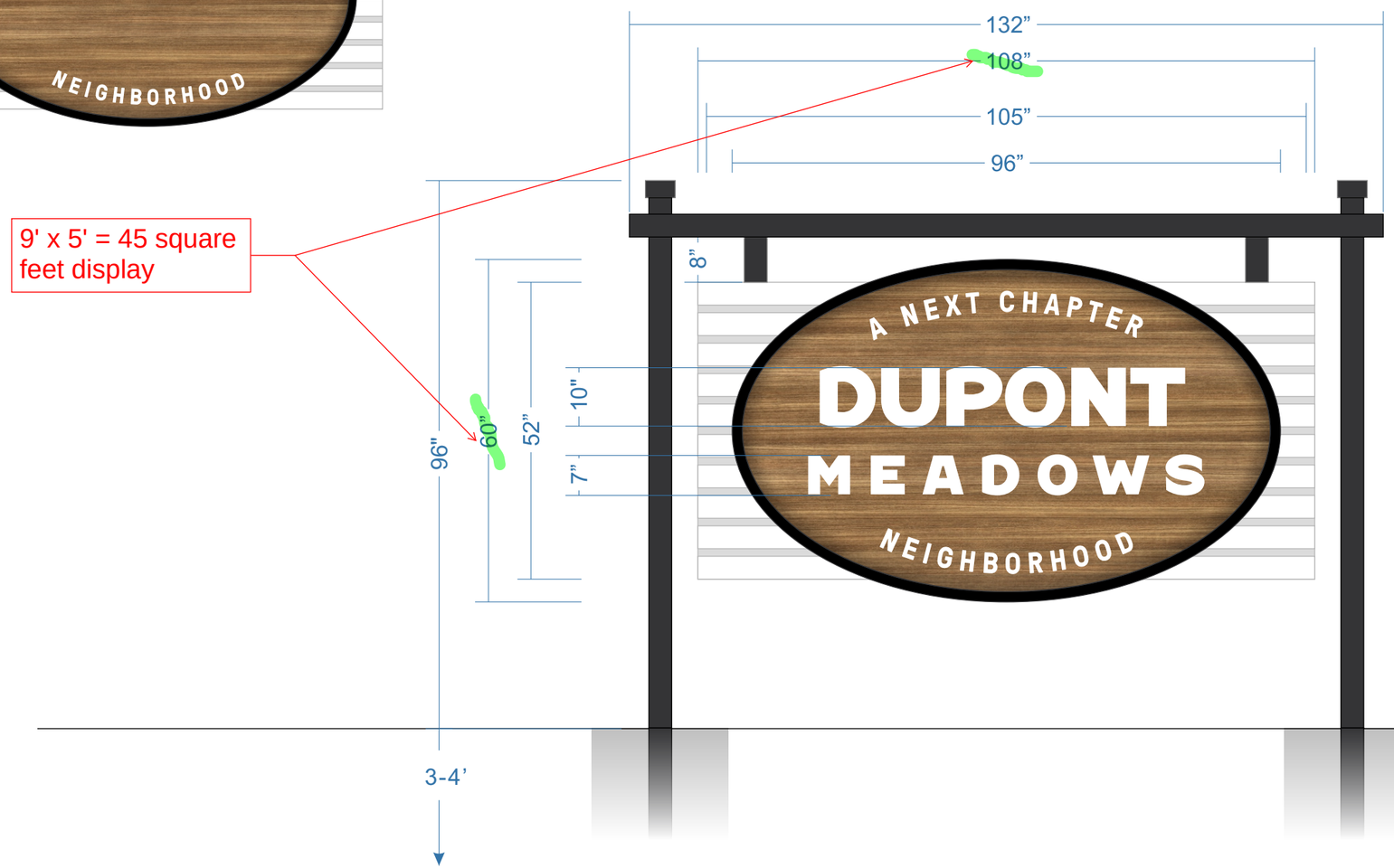
EXHIBIT E
EXAMPLE MONUMENT SIGN

OPTION FOUR
NON ILLUMINATED
DOUBLE SIDED STRUCTURE
SCALE 1/2”=1’

CLIENT TO RUN ELECTRICAL CONDUIT TO MONUMENT SITE

EXHIBIT C - EXAMPLE MONUMENT SIGN





4” Aluminum Post Structure, Painted

Aluminum Panels with routed details
digitally printed wood grain
and “a next chapter...”

1/2”thk FCO Dupont Meadows

Panels mounted to 4” vertical supports

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Vicinity
SIGN STUDIO

Project: Dupont Meadows
Location: Fort Wayne, IN
Contact: —
Date: 06|23|2023
Page: 1 of 2
Designer: BJ/AK

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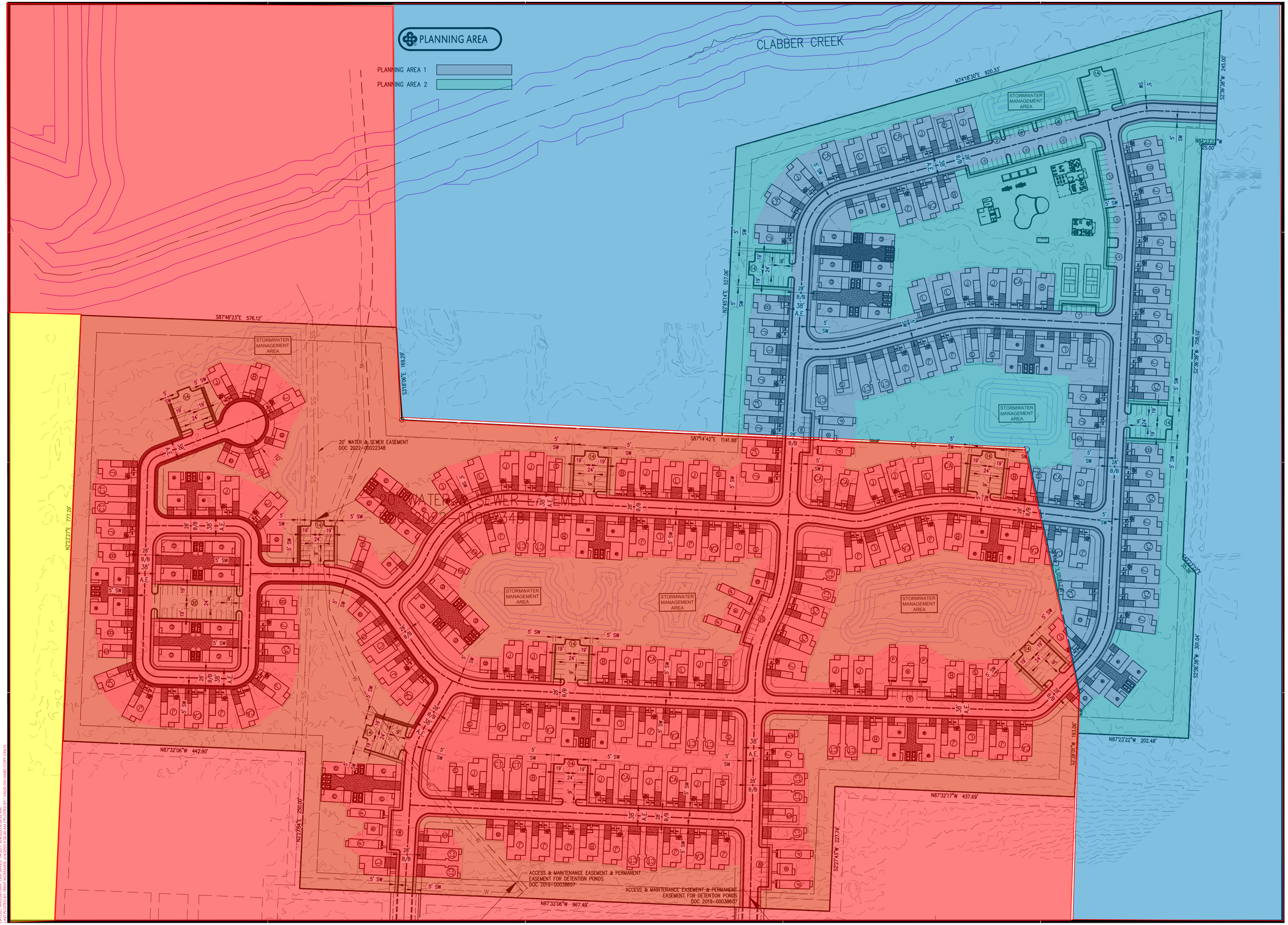
Approval: ☐ APPROVED ☐ APPROVED AS NOTED
☐ NOT APPROVED - REVISE AS NOTED

SIGNATURE DATE



DRAWING: \\EIGHTFORMS.COM\LES\2530700_NEXTCHAPTER_UNDERWOOD\INFRASTRUCTURE\CIVIL\DWG\MASTER PLAN FOR PZD.DWG
LAYOUT: MASTER PLAN - ARCH E1 | XREF: | PLOTTED: 8/4/2025 8:45:25 AM | PLOTTED BY: YVALD ON HARD COPY ONLY

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

- Existing CPZD Zoning
- Existing RSF-1 Zoning
- Existing RSF-4 Zoning

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

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NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ...

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EXHIBIT C MASTERPLAN

2 OF 2

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING: August 25, 2025 Updated with results

SUBJECT: **PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285):** Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:
Staff recommends forwarding **PZD-2025-0003** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **PZD-2025-0003** to City Council with a recommendation of approval."*

AUGUST 11, 2025 PC HEARING:
At the previous Planning Commission meeting, the item was tabled so the applicant could provide proposed easement language to City staff in lieu of dedicating public right-of-way. Staff and the City Attorney's office have reviewed the document, and have identified concerns with the complexity of enforcement, ownership, maintenance, and typical standards in the long run, so are not supportive of the proposed instrument.

BACKGROUND:
The subject area is located in northwest Fayetteville, approximately mid-way between N. Salem and N. Deane Solomon Roads, and due north of the Crystal Springs, Phase IV subdivision. A portion of the property was rezoned to a Planned Zoning District in 2020 with the acquisition of land that was donated for Underwood Park. Residential Link connection of Fayetteville's Master Street Plan enters the property from the south before angling eastward for future connectivity with Deane Solomon. An associated master street plan modification is also being considered with this request. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential; Undeveloped/Former Golf Course	RSF-4, Residential Single-Family, Four Units per Acre; PZD, Planned Zoning District
South	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
West	Undeveloped	RSF-1, Residential Single-Family, One Units per Acre
East	Undeveloped/Former Golf Course	PZD, Planned Zoning District

Proposal: The applicant requests to rezone the property to a Residential Planned Zoning District with two planning areas, as described below:

- **Planning Area #1 (Residential Single-Family) – 26.84 acres:** This area will be developed with residential single-family homes at a maximum density of 5.61 units per acre.
- **Planning Area #2 (Open Space and Amenities) – 22.36 acres:** Development in this area appears to be limited to stormwater, greenspace, and open space.

Public Comment: Staff has received one comment about impacts to traffic along Deane Solomon, but not necessarily in opposition to the overall request. Staff received another inquiry about the development with concerns about how the development may impact the woods to the north of the Crystal Springs subdivision.

INFRASTRUCTURE:

Streets: The PZD shows connecting North Carnelian Lane and North Raven Lane through the site with a private street. This connection is shown to be 28-foot-wide back-of-curb to back-of-curb with 6-foot greenspace and 6-foot concrete sidewalk, in accordance with the City's Residential Link Master Street Plan. Review of the proposed streets for conformance with the City's Minimum Street Standards will be performed with development entitlement.

The applicant is proposing making all streets in the development private. Staff notes that private streets have historically been problematic in other parts of the city. There are many examples of private streets that are currently in poor shape due to lack of maintenance provided by an HOA or, even worse, in an area without any HOA. Salem Village and Stanwyk Drive are examples of these situations. This proposal is slightly different since they are not proposing to subdivide the property, however the applicant should be aware of the long-term cost to maintain this infrastructure.

The Master Street Plan shows a planned Residential Link going through the proposed site. The applicant will need to amend the Master Street Plan to address this change. However, a proposed private street in the development follows the Master Street Plan intent very closely. Based on this, and the concern about private streets, Engineering Staff would recommend maintaining the Master Street Plan connection through the site as a public street.

Water: There is an existing 8-inch water main running through the center of the property in north-south direction. In addition, there are two existing 8-inch water main connections on the south side of the subject property along North Carnelian Lane and North Raven Lane. The existing mains mentioned are available to service the development. The applicant is proposing an 8-inch water main to be extended through the site to provide domestic and fire service to the property. Further review and analysis will be done with an application for development.

Sewer: There is an existing 10-inch sewer main that runs north-south along the west side of the proposed development. The applicant is proposing an 8-inch sewer main extension throughout the site to provide service to the proposed units. The applicant must engage RJN, the contract engineer for the City's sewer model, to determine the existing downstream capacity of the sewer system and any necessary improvements that would be required for a specific development.

Drainage: Development on this site must meet the four Minimum Standards of Fayetteville's Drainage Criteria Manual for water quality, channel protection, overbank flood protection, and extreme flood protection. Review for conformance with these standards will be done with a development application.

Fire: Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately 4.0 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. The Fayetteville Fire Marshals office will require all infrastructure for fire access and hydrants prior to any building being occupied by tenants. Projects with 30 or more buildings on one plot of land will trigger a minimum of two access points meeting code requirements.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed RPZD, Residential Planned Zoning District and the current zoning district, RSF-4, Residential Single-Family, Four Units per Acre, require **25% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood Area.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-6** for this site with a weighted score of **6** at the highest level. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station #8, 2266 W. Deane Street)
- Near Sewer Main (10-inch along west side of site)
- Near Water Main (8-inch along west side of site
- Near Public School (Holcomb Elementary)
- Near City Park (Underwood Park)
- Near Paved Trail (Clabber Creek Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds that the proposed PZD is compatible with surrounding land uses. The overall zoning density allowances are effectively a downzoning from what could be built there currently under the CPZD district that in certain portions allows up to 24 units per acre of multi-family residential. To the south of the development is an established residential single-family subdivision with public streets that this development proposes to tie in to. The development proposes a density, building type, and use that is compatible with the surrounding areas. The main concern that staff has with the proposal is the applicant's request to install private streets throughout the development. Staff finds that this request runs counter to city goal 3 which states a preference for connected development, and potentially poses maintenance and upkeep issues in the long-term. Staff recommends a condition that connectivity through public streets be maintained to the subdivision to the south, and that the main north/south street throughout the development remain public to connect to the northeast section of the site.**

Land Use Plan Analysis: **Staff finds that the proposed PZD is aligned with several goals of City Plan 2040 since it would allow for appropriate infill development (Goal 1), and create opportunities for attainable housing (Goal 6) since the developer introduces a unique rental model for the City. The property has an infill score ranging between 2 to 6, which indicates that it is a suitable location for relatively low density development, which the applicant proposes. The developer's proposal to use only private streets does appear to run counter to City Goal 3, but if at least one main connection through the development can be dedicated as public street to avoid leapfrogging maintenance and public access, staff finds that the connectivity goal can be maintained.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **While the proposed PZD aligns with several goals of City Plan 2040, its necessity is at the request of the developer. Without a unique zoning consideration, this development type would not be possible due to lot width and area requirements of the RSF-4 zoning district. Staff finds that the applicant's proposal is unique, and offers another opportunity for housing and is in line with the City's long-term land use plans for the area.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The PZD has the potential to increase traffic, though staff finds that when the neighborhood develops, the surrounding infrastructure can likely support it.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed PZD has the potential to alter the population density but is not likely to do so in a way that undesirably increases the load on public services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

§ 161.35. Planned Zoning Districts (PZD)

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.
   (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
   (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
   (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
   (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
   (5) *No negative impact.* Does not have a negative effect upon the future development of the area;
   (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
   (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
   (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
   (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
   (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
   (11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: Staff finds that the proposed PZD meets several of the factors above, including flexibility by incorporating a new housing model, compatibility with the size and scale of the housing type and density being proposed, and harmony by preserving portions of the site as natural buffers. The proposal also sets aside more open space than would typically be required with a

traditional residential subdivision. While the developer intends to maintain and continue to hold the development in perpetuity, staff finds that providing one main public street through the development with public tie-ins to the subdivision to the south allows the City to maintain control of the public right-of-way and ensure consistent maintenance for the long-term future.

RECOMMENDATION: Staff recommends approval of **PZD-2025-0003**. Should the Planning Commission choose to forward it to the City Council, staff recommends the following conditions:

Conditions of Approval:

1. Proposed street tie-ins to the Crystal Springs subdivision, and one continuous connection to the development to the northeast must be dedicated as public right-of-way and built to City minimum street standards. Any variances to street classification will be evaluated with the large-scale development.

2. Parkland dedication must be reviewed by PRAB with the associated development;

3. Proposed fire apparatus access roads shall meet requirements as stated by all applicable fire codes.

Planning Commission Action:	☒ **Forwarded** with a recommendation of approval, with all conditions as recommended by staff.	❒ **Tabled**	❒ **Denied**
Meeting Date: August 11, 2025			
Motion: Garlock			
Second: Werner			
Vote: 6-0-1 (Cabe recused)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:
- Urban Forestry Memo
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- Applicant Request Letter
- PZD Booklet
- Public Comment
- Public access easement document with mark-ups

CITY OF FAYETTEVILLE ARKANSAS

Urban Forestry Memo

TO: Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Bethany Douglas, Urban Forester

MEETING DATE: August 11, 2025

SUBJECT: **PZD-2025-0003: NEXT CHAPTER:** N. RAVEN LN - Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT. PP 285

RECOMMENDATION:
Urban Forestry Staff recommends conditional approval of PZD-2025-0003. The PZD booklet states that Chapter 167 Tree Preservation and Protection and Chapter 177 Landscape Regulations requirements will be met. The required minimum existing tree canopy coverage is 25% for PZDs, and the applicant states that estimated canopy cover on-site is currently 10.4%. Existing trees within Planning Area 1 will be removed and mitigated, whereas tree preservation will be prioritized in Planning Area 2. The applicant notes that the owner has given permission for mitigation trees to be planted offsite on the adjacent properties to the north and east if necessary.

The site abuts a dense grove of trees to the north on an adjacent CPZD property which the applicant intends to protect by providing a peripheral buffer in Planning Area 2. Additionally, the PZD booklet states that the riparian buffer in the northwest corner of the site will be preserved.

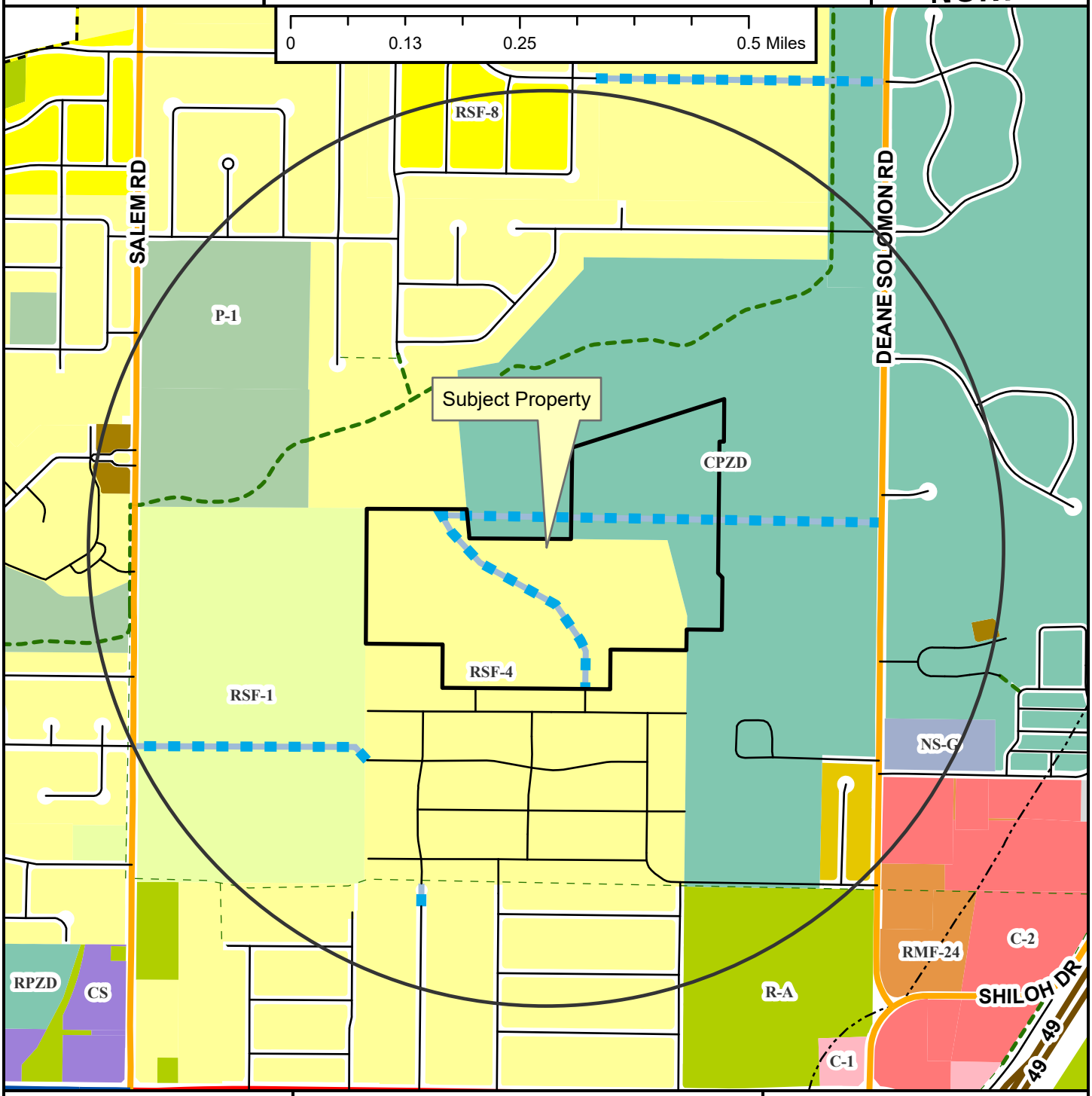
Urban forestry staff recommends that a buffer be provided adjacent to the tree preservation easement on parcel 765-16658-032, in addition to the other protections stated.

PZD-2025-0003

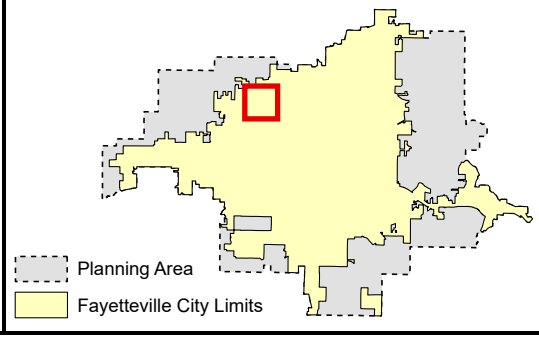
One Mile View

N. RAVEN LN

NORTH



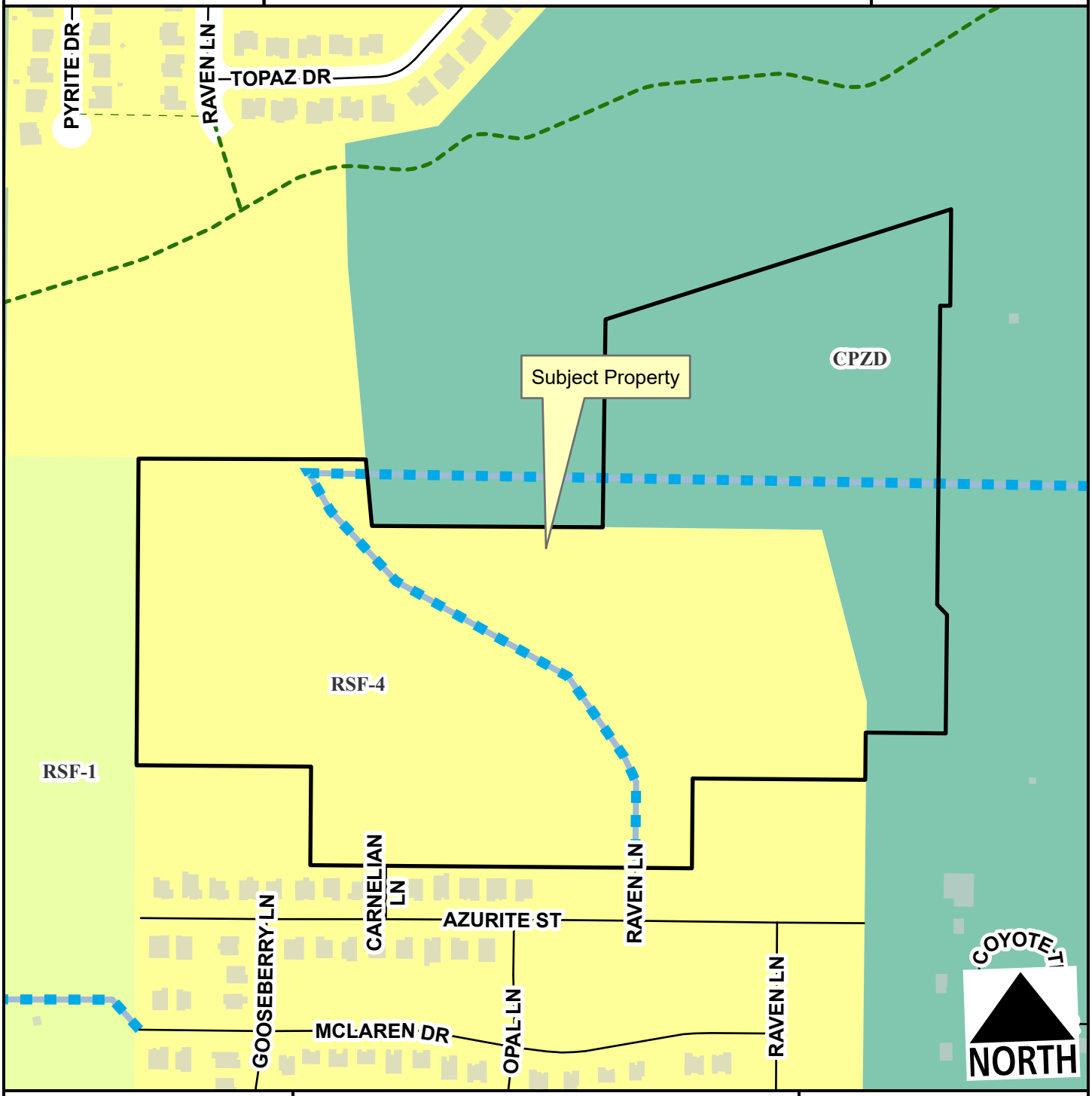
Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



PZD-2025-0003

Close Up View

N. RAVEN LN



- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 135 270 540 810 1,080

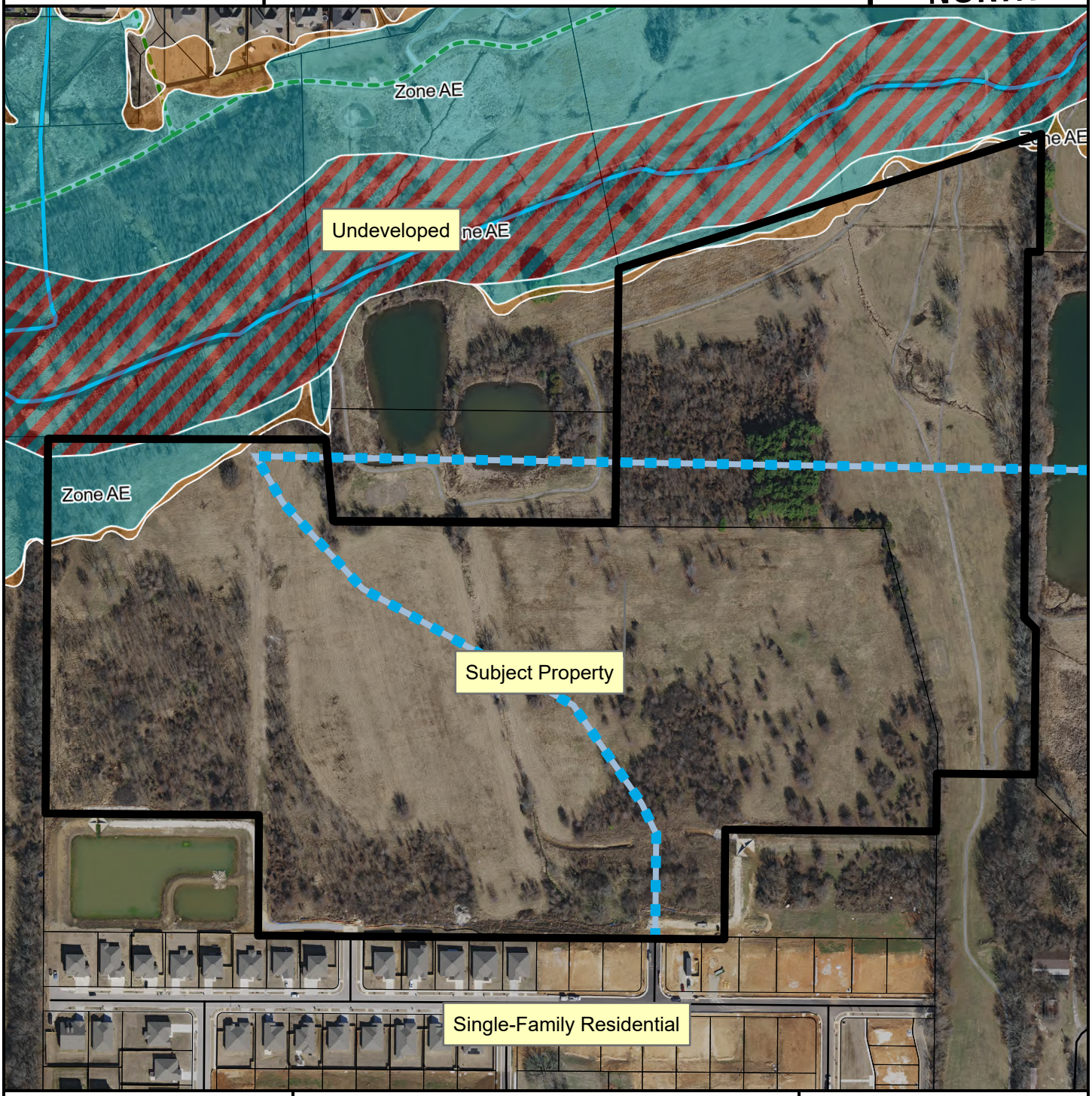
1:4,400

PZD-2025-0003

Current Land Use

N. RAVEN LN

NORTH



- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

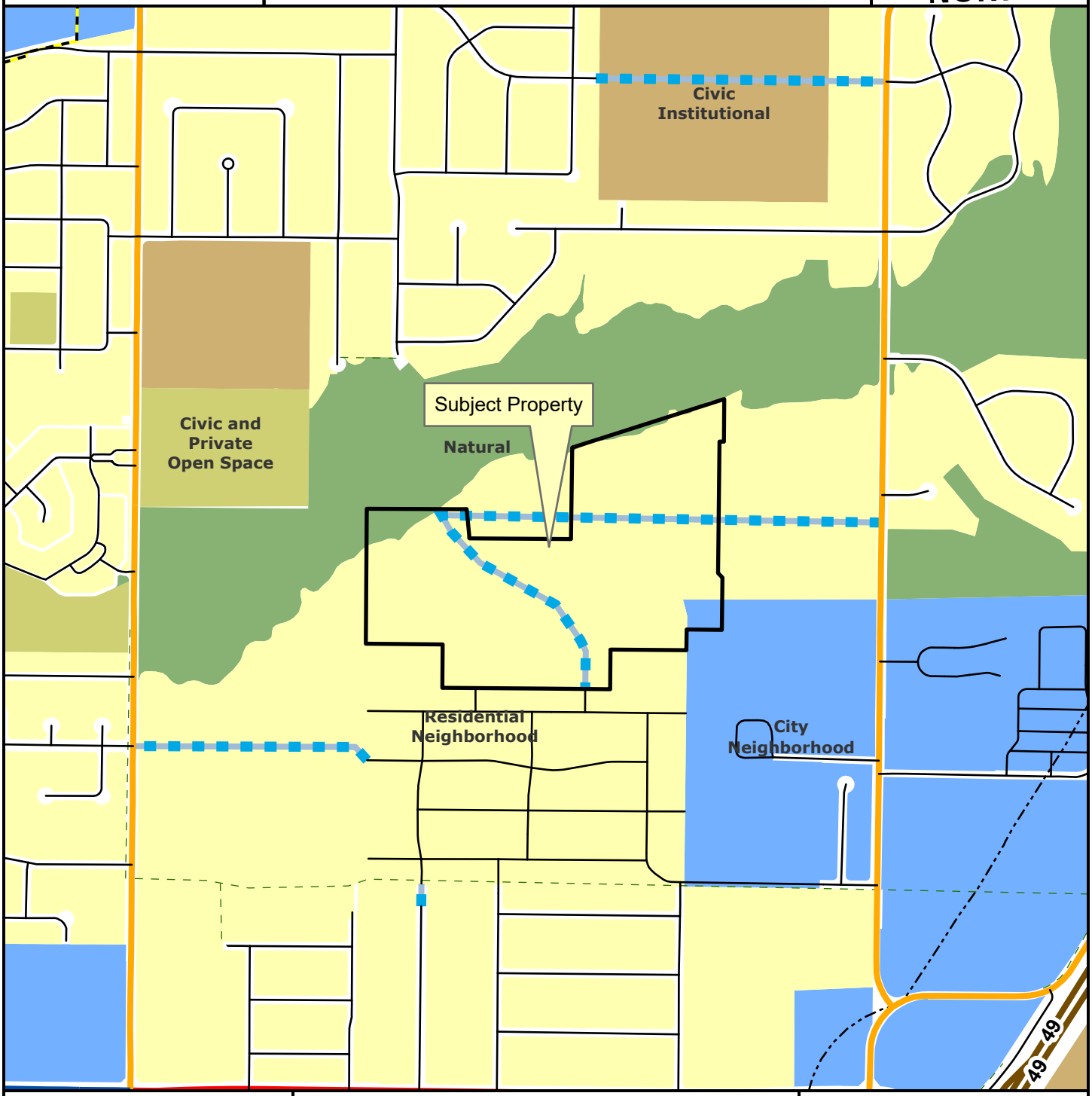
- 100-Year Floodplain
- Floodway

PZD-2025-0003

Future Land Use

N. RAVEN LN

NORTH



Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

Crafton Tull
architecture | engineering | surveying

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June 4th, 2025

City of Fayetteville
Attn: Planning Department
113 West Mountain St
Fayetteville, AR 72701

Re: Next Chapter PZD

City of Fayetteville Planning Staff,

The purpose of this correspondence is to describe the scope, nature and intent of the above referenced project.

The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

Sincerely,

Trent Woessner, P.E.
Civil Project Engineer
Crafton Tull

July 23, 2025

NEXT CHAPTER PLANNED ZONING DISTRICT BOOKLET

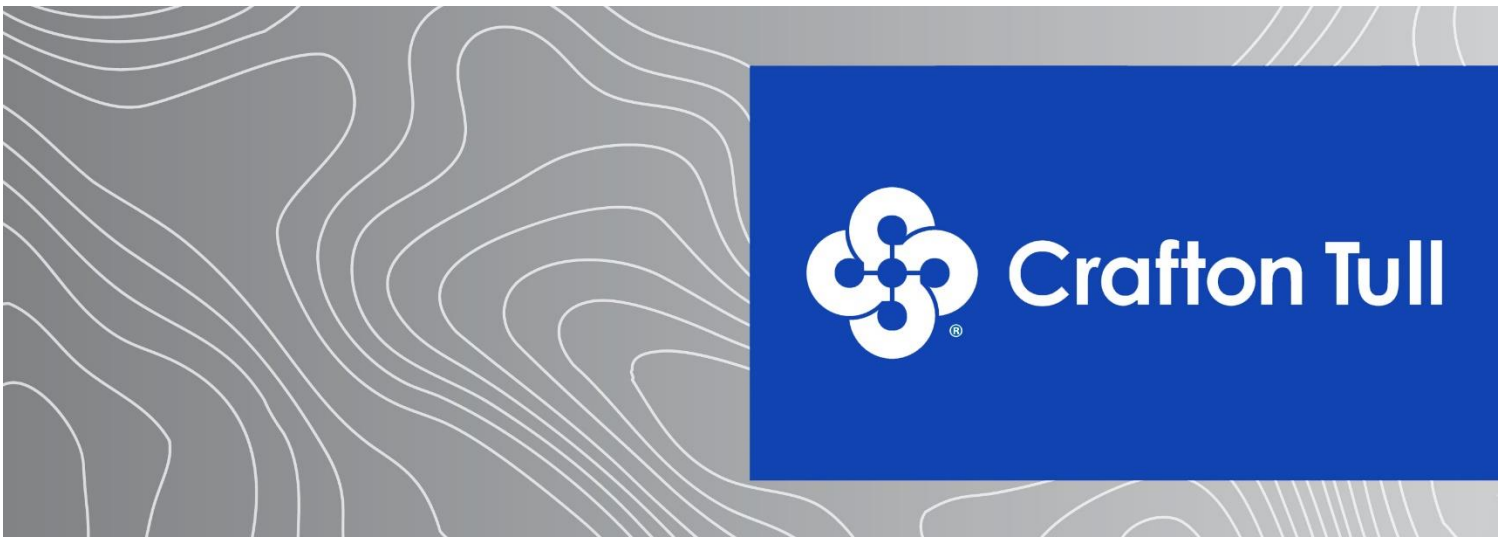
Submitted to:
City of Fayetteville
125 W. Mountain St
Fayetteville, AR 72701

Developer Pursuing PZD:
Next Chapter Holdings, LLC
2500 Trade Center Dr
Evans, GA 30809

Existing Owner of PIN 765-16658-050:
UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST

Existing Owner of PIN 765-16658-022:
KTB LIMITED PARTNERSHIP

CT JOB NO. 25301700



Prepared by: Crafton Tull

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Exhibit A – Cover Sheet/Survey

Exhibit B – Zoning & Development Standards by Planning Area

Exhibit C – Master Plan, Aerial Overall Site Plan, & Modified Typical Residential Link Section

Exhibit D – Floor Plans, Elevation Views, & Isometric Views for all unit types

Exhibit E – Example Monument Sign

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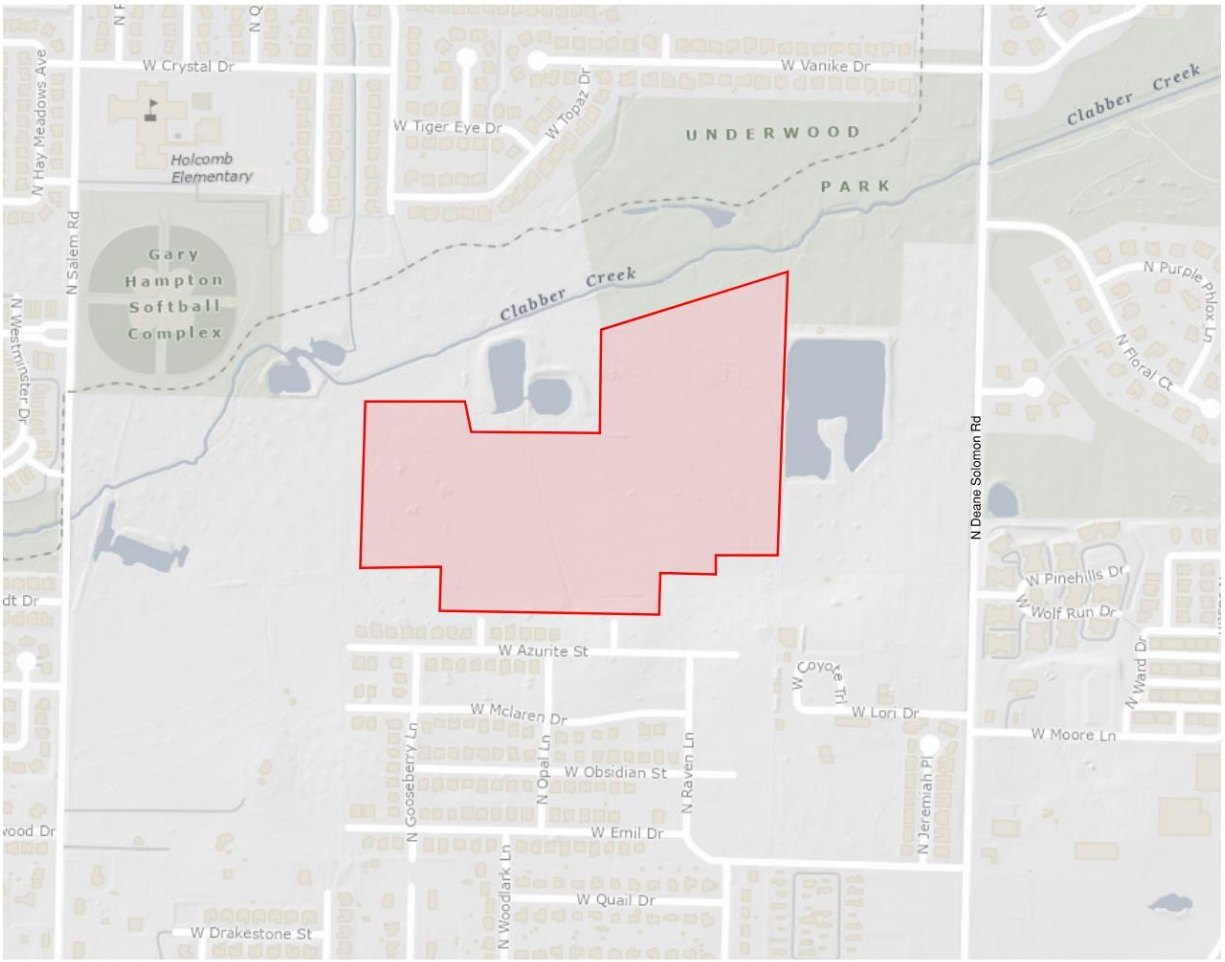
A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

B) Current Ownership:
The 49.2-acre property consists of two parcels: the 33.1-acre parcel is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, and the 16.1-acre parcel is owned by KTB LIMITED PARTNERSHIP. The developer pursuing the PZD is Next Chapter Holdings, LLC. Next Chapter Holdings, LLC has entered into a Purchase Agreement on both parcels from the current ownership.

All three parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Numbers 765-16658-050 and 765-16658-022. This location is south of Clabber Creek, west of N Deane Solomon Rd, and east of N Salem Rd. See vicinity map below for location:



C) Project Summary of Scope, Nature, & Intent:
The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with

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useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

D) General Project Concept:

1) Street & Lot Layout

The site will contain a network of internal streets that will all be publicly accessible via established public access easements. The site will connect to two existing residential link streets (N Carnelian Ln & N Raven Ln) and one neighborhood link street (N Deane Solomon Rd). All internal streets will be privately owned & maintained roads with 36' public access easements established over them, providing access to vehicles and pedestrians. The internal network of streets will be private and will generally conform to page 142 of the 2040 MSP Typical Residential Link section. Please see Exhibit C for the proposed modified residential link typical section.

If the internal network of streets were publicly dedicated residential links, then there would be a variety of challenges to accommodate Next Chapter's unique residential design product. The Next Chapter style, use, and model for distinct neighborhoods typically does not fit neatly into City of Fayetteville Unified Development Code or planning staff's traditional interpretation thereof. A Next Chapter Neighborhood was never intended to resemble or mimic a typical single-family, nor multi-family development. This is a new residential product type that has details and nuances that usually do not fit into one of these two traditional categories. One of the most critical design restrictions that would result from a publicly dedicated network of internal streets would be creation of internal right-of-way, or property lines. This would result in required front, side, and rear yard setbacks to be measured from the required dedicated right-of-way. The resulting spacing and design outcome would resemble a traditional for-sale single-family neighborhood. As previously stated, this design and layout does not fit the unique and relatively new residential product type model for a Next Chapter Neighborhood. Dedicating the required right-of-way for residential links would result in a variety of spacing and product challenges for a Next Chapter Neighborhood. The result of this would be a significant reduction in unit count, operational and ownership challenges, and a loss of intentional product aesthetic & design.

These are the primary reasons why Next Chapter is proposing these privately owned & maintained roads with public access easements granted over them. Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost and lifetime maintenance of the streets, while still keeping them accessible to public..

The primary benefit to the City of Fayetteville is that Next Chapter Holdings, LLC, will provide the intended connectivity for pedestrians and vehicles, and the City won't have to pay for any lifetime maintenance or initial construction costs. Fayetteville taxpayers do not pay for the construction or maintenance of the road, and yet they are still able to utilize and access the streets & sidewalks, free of charge. This is typically viewed as favorable by local jurisdictions as Next Chapter Holdings, LLC, is highly incentivized to ensure the roads are kept up to high standards. If a high-quality product is not provided by the developer, which includes the streets & means of access, then the developer's business will suffer.

The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. In addition to the connections at N Raven Ln & N Carnelian Ln, a third access point will be extended to the east through adjacent property with right-of-way dedication, eventually connecting to N Deane Solomon Rd. N Carnelian Ln & N Raven Ln will also continue through

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the Next Chapter development site in the form of privately owned and maintained roads with public access easements granted over it them. No alleys are proposed.

An amendment to the Master Street Plan will be submitted concurrently with this PZD because while the development is meeting the intent of the established Master Street Plan's inter-parcel connectivity requirements, the technical nature of the privately owned and maintained internal roads warrant a Master Street Plan Amendment to verify this. The intended connectivity discussed in the City Plan 2040 is provided on this site with vehicular and pedestrian access. Next Chapter proposes several pedestrian connections to the adjacent Underwood Park, which makes this development even more connected than typically found in other traditional single family or multi-family developments. Therefore, because we are meeting the connectivity goal of the City Plan 2040, we believe this amendment to the MSP is justified, and will not negatively impact the City but rather benefit the City with a privately funded street & sidewalk installation and life-long maintenance.

Next Chapter is proposing to add a condition that any approval of the MSP amendment is conditional upon the specific project moving forward and/or the public access easements being dedicated. If these conditions are not met, then any approved MSP amendment will revert back to the originally adopted MSP.

Each unit will be front-loaded, and all units will have their own garage. There are ample guest and overflow parking spaces provided evenly throughout the development. The table below shows the number of parking stalls broken down by unit type, row parking, and parking pods.

	Number of Units	Number of Parking Stalls
Units w/ 1-car Garage (each includes 1 garage and 1 driveway parking stall) (Cherry, Maple, Hamilton, Dearborn, Jennings)	204	408
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	72	288
Row Parking along Street	N/A	77
Parking Pods	N/A	112
Total Parking Spaces		885
Total Unit Count		276
Average Parking Density per Unit (Spaces/Unit)	3.21	

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2) Site Plan Showing Proposed Improvements
A concept site plan is included in Exhibits B & C of this booklet.

3) Buffer Areas
There is one streamside buffer area located in the northwest corner of the development, where the Clabber Creek floodplain crosses the corner of the property.

4) Tree Preservation Areas
Tree preservation on site will be located along the existing utility easement that runs north/south across the property. Additionally, select trees can be preserved within each of the proposed stormwater management areas. Tree preservation requirements within the PZD will adhere to the 25% minimum canopy requirement as codified in the UDC Chapter 167. Tree preservation areas and the amount of canopy to be preserved will be noted on the development plans. Should the existing canopy on-site be less than this requirement, then this percentage will be either preserved or mitigated for, in accordance with UDC Chapter 167. Preliminary calculations show that 10.4% of the site has existing canopy. Existing Trees within Planning Area 1 will be removed and mitigated. Tree preservation will be a priority in Planning Area 2, with common spaces and drainage designed around preservation, pending any potential grading and earthwork constraints. Additionally, the existing Underwood ownership has given permission for mitigation trees to be planted offsite on their adjacent property to the north and east. This area has been dedicated as land for Underwood Park. The applicant will seek direction and approval from the City regarding the potential planting of any mitigation trees within this Underwood Park area.

5) Stormwater Detention Areas & Drainage
Stormwater facilities will likely include multiple detention ponds to be provided within the development, located on the downhill side along the northern property line and located in the centralized open spaces. Also, there are three adjacent existing wet detention ponds. The Underwoods ownership has granted permission for the proposed development to utilize these adjacent ponds for detention storage volume. The drainage report provided with future LSD submittal will further detail the proposed system and how it will convey stormwater. The report will also include the water quality features such as but not limited to: pervious pavers, bioswales, bioretention forebays, infiltration trenches, hydrodynamic separators, etc.

6) Undisturbed Natural Areas
The northwest corner of the site contains a riparian tree grove that will be preserved. Additionally, there is a dense tree grove in the center of the 16.1-acre commercial PZD property. Next Chapter Neighborhoods feels strongly that this grove should be preserved as much as possible, through open space in Planning Area 2.

7a) Existing & Proposed Utility Connections & Extensions (Sanitary Sewer)
Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public sanitary sewer main. The sewer main and all sewer services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the sanitary sewer details at the time of LSD permitting. The development's sanitary sewer main will drain from the east to west connecting to the existing 10" PVC sewer main that flows north out of the site at the intersection of 54th Street and Wedington. This existing main increases to 12" as it crosses Clabber Creek, then immediately ties into an existing 48" FRP sewer main. The City has indicated there is adequate capacity in the existing system, pending the submission of an on-site sewer capacity study.

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7b) Existing & Proposed Utility Connections & Extensions (Water)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public water main. The water main and all water services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the water details at the time of LSD permitting. The development's water main will be connected to the existing 8" main that runs north/south through the site and will also be connected to two existing fire hydrants. One of those hydrants is on the south side of the property at the N Raven Ln existing stub-out. The other hydrant is located on N Deane Solomon Rd, whose connection will require right-of-way dedication through adjacent properties. The City has indicated there is adequate pressure in the existing system, pending the submission of an on-site water distribution system study.

8) Development & Architectural Design Standards

Base architectural design standards for the homes will be similar in nature and character to those unit types attached in Exhibit D. These unit types highlight potential options for a medium density configuration, while also conveying materials and prominent features of potential housing within any future development. The developer may build different house plans if they generally conform to the material and roof form of the included drawings. The developer may elect to vary house exterior color. The unit designs do generally conform to the architectural design standards from UDC 166.23(D) but will have some slight variations. That is why we have included the homes in Exhibit D, for clarity and ease of reference.

E) Proposed Planning Areas:

Proposed planning areas for this development will include:

Planning Area 1 (Single Family Detached Homes) – This area will encompass any residential units, private streets, , parking pods, and uses where single family structures are proposed. This area will have a "build-to-zone", where the principal façade of the residential units shall be within 10-25ft of the outside edge of sidewalk for the units that are fronting streets.

Planning Area 2 (Non-Residential Uses) – This area will encompass all the detention, drainage features, natural green space areas, and the recreational & amenity features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, and encompass all common and recreational areas for the development. Open space will be accessible for residents to use through a sidewalk network via the master street plan, such that residents can use common open space for outdoor and recreational uses.

F) Proposed Zoning Standards:

Planning Area 1 - Residential Zoning District:

(a) Permitted Use Units:
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 41: Accessory Dwelling Units
Unit 44: Cluster Housing Development
Unit 46: Short-term rentals (Type-1 Only)

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities
Unit 4: Cultural and recreational facilities

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Unit 26: Multi-family dwellings
Unit 46: Short-term rentals (Type-2 Only)

d) Residential Density and/or Nonresidential Intensity: 6 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: No Minimum
e) Lot area minimum: No Minimum
h) Height regulations: 2 stories
i) Building area: less than 35% of total property area (total = 49.2-ac). Minimum buildable private street frontage: 33% of envelope width (for only those units fronting Private Streets).

Site Planning:
j) Landscaping: Landscaping shall generally conform to Chapter 177 of the Unified Development Code.
k) Parking: Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC. Guest and overflow parking spaces will be available throughout the development in parking pods and street-adjacent row parking, as shown in Exhibits B & C. It should be noted that on-street parallel parking will not be allowed. Parking pods of 5 spaces or greater will conform to UDC 177.04 Site Development and Parking Lot Landscape Standards. Resident parking spaces are provided for each unit in the form of garage and driveway spaces.
l) Architectural Design Standards: Base architectural design standards for homes are included in Exhibit D. Single-family homes shall be generally similar in nature and character to these plans and images as shown in Exhibit D.
m) Signage: Non-commercial signage shall be allowed under Chapter 174 of the UDC. No internally illuminated signs are allowed. However, monument signs at each entrance to the development will conform to the majority of the requirements in UDC 174.10(B). Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used.

Planning Area 2 – Non-residential Zoning District:
(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 4: Cultural and recreational facilities

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

c) Residential Density and/or Nonresidential Intensity: 0 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: None
e) Lot area minimum: None
h) Height regulations: 2 story maximum
i) Building area: None

Site Planning:
j) Landscaping: Landscaping shall generally conform with UDC Chapter 177.

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k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.
l) Architectural Design Standards: Architectural design standards shall mimic building and development requirements within UDC for the amenity buildings.
m) Signage: Subdivision Entrance Signage is allowed within this Planning Area but shall be applied by separate permit. No other signs shall be allowed, except as approved by the Property Owner.

*By right, common mailbox units shall be allowed within Planning Area 2.

**Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

G) Zoning Charts:

Planning Area 1 (Residential Zoning District):

Below is a chart comparing Planning Area 1 (Residential Zoning District) within this PZD versus City of Fayetteville current RSF-4 & Underwood Commercial PZD of the property:

Regulation	**EXISTING RSF-4**	**EXISTING Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 1**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 8, 9, 10, 41, 44, 46 (Type-1)
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3, 4, 26, 46 (Type-2)
Front Setback	15'	15'	30’
Side Setback adjacent to Single & Two Family	5'	5'	30'
Side Setback Other Uses	5'	5'	30'
Rear Setback adjacent to Single Family	15'	15'	30'
Rear Setback Other Uses	15'	15'	30'
Density	4 units/acre	24 units/acre	6 units/acre
Min. Lot Width	70'	None	N/A
Min. Lot Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	N/A
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	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.	On the entire 49.2-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 49.2-acre subject property area.
Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	3.21
Tree Preservation Min. Canopy Preservation	25%	20%	25%

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*All setbacks are from the perimeter property line of the entire 49.2-acre site. There are no internal property lines to measure unit setbacks from. A 30’ building setback around the entire perimeter of the property is included.

Because there are no internal property lines to measure internal setbacks from and to provide clarity in comparison of, please see the additional table below which compares the physical unit separations to the existing zoning’s setbacks. Also, the proposed residential envelope’s minimum width & area are compared to the existing zoning’s minimum lot width & area. The applicant understands the nature of the internal design and layout of the development may be confusing – as there are no internal property lines to measure technical setbacks from – therefore the following additional table has been provided in hopes of clarifying the proposed internal building and unit spacing. These additional comparisons are intended to remove any doubt and show how the site’s internal layout will be regulated through the proposed PZD.

	Existing Comparable Internal Setback, Lot Area, or Lot Width		
Internal Unit Spacing/Size Regulation	Existing RSF-4	Existing Underwood Commercial PZD Planning Area 1	Proposed PZD Planning Area 1
Min. Front Separation	15'	15'	19' (to outside edge of sidewalk)
Min. Side Separation	5' setback (10’ between buildings)	5' setback (10’ between buildings)	5' setback (10’ between buildings)
Min. Rear Separation	15'	15'	10'
Min. Residential Envelope Width	70'	None	30' (to allow for Hamilton & Jennings units)
Min. Residential Envelope Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	1410 SF (to allow for most narrow envelope width (Hamilton & Jennings, 30') by shortest envelope depth, Maple (47’)

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Planning Area 2 (Non-residential Zoning District):

Below is a chart comparing Planning Area 2 (Non-residential Zoning District) within this PZD versus City of Fayetteville RSF-4 & Underwood Commercial PZD of the property:

Regulation	**RSF-4**	**Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 2**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 4
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3
Front Setback	15'	15'	30'
Side Setback adjacent to Single & Two Family	5'	5'	30’
Side Setback Other Uses	5'	5'	30’
Rear Setback adjacent to Single Family	15'	15'	30’
Rear Setback Other Uses	15'	15'	30’
Density	4 units/acre	24 units/acre	0 units/acre
Min. Lot Width	70'	None	None
Min. Lot Area	8000 ft^2 for Single-family dwellings, and 12,000 ft^2 for Two (2) Family dwellings	6000 ft^2 for Single-family, 6500 ft^2 for Two (2) Family, 8000 ft^2 for Three (3) or more family	None
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	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.	None

**By right, common mailbox units shall be allowed within Planning Area 2.

***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

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H) Analysis of Site Characteristics:
The 49.2-acre site is primarily grass with dense tree canopy in three areas: west side, south property line, and center/north area of the site. The eastern parcel of the site was previously apart of the old Razorback Golf Course. The western parcel of the site was previously used for hay harvesting. This site is generally sloped from south to north with ~5% slope along the southern boundary and ~1-2% slope in the center and north areas of the site as you approach Clabber Creek.

There are three point discharge locations where offsite stormwater flows onto the site, and travels through the site in a channelized condition. Each of these locations will be captured and conveyed to the proposed detention areas. Additionally, the Underwoods ownership has granted permission for the proposed development to use the existing wet ponds, adjacent to the north and east, for detention volume, if needed.

A flood study (No Adverse Impact Letter & Analysis) and wetland delineation study will provided upon first LSD submittal, as required by the City of Fayetteville engineering department. City GIS mapping shows most of the site contains hydric soils. The Master Plan in Exhibit C shows preservation of potential WOTUS wetland and channel areas, and the maximum disturbance to the WOTUS will be less than 0.5-acres to stay within USACE Nationwide Permitting requirements and therefore not trigger a USACE Individual Permit. The 100-yr floodplain crosses the northwest corner of the site. There are no known manmade hazards.

I) Recreational Facilities:
The future development of this property will have open space pockets that are a central design feature. The open spaces will have pedestrian access from all directions with an inner sidewalk and/or soft surface trail. The recreational facilities within these open spaces includes the following but is not limited to: dog park, community garden, internet café, business center, fitness center, pool, and pickleball courts. A walking trail network throughout the internal greenspace will be provided, and the network will connect pedestrian access to the adjacent Underwood Park at multiple locations along the subject property boundary. See Overall Site Plan included in Exhibit C, which shows an aerial view of the site and the adjacent trail system for Underwood Park and Clabber Creek multi-use trail.

J) Reason for Rezone Request:
The portion of the subject property currently zoned RSF-4 allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70’. The portion of the subject property currently zoned Commercial PZD, per the Underwood Development PZD approved booklet, allows 24 units per acre, per Ordinance 6334.
Due to the developer’s desire to create a more compact, walkable, open-space driven design, the developer is requesting a PZD that allows for unique character of the proposed development. It should be noted that the density being requested of 6 units/acre over the entire property in question will result in the reduction of 223 total units across the existing two properties (see section K, below). The concept site plan, as shown in Exhibits B & C of this booklet, is based on 32’ wide envelopes, but allows the developer to create bigger or smaller envelopes, depending on their preference at the time of development. However, the minimum spacing between single family structures shall always remain at 10’ minimum. A Planned Zoning District (PZD) was the method chosen to do this for one reason.

1. Other base zoning classifications could’ve been requested, but due to the unique character & nature of the development, it would result in assortment of variances and deviations. This is why the developer has proposed a Planned Zoning District which allows for single family detached rental units with a zoning density of no more than 6 units per acre. Other zoning

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districts (Multi-Family, Community Services, Residential Intermediate-Urban, etc) could allow for a similar flexibility to what is being proposed here, but not without it seeming like the developer was building multi-family apartments or an overly dense development. This is not their desire nor how they wish for the public, Commission, or Council to see this request as. It is their intent to build smaller single family detached rental units with a zoning density of no more than 6 units per acre.

K) Relation to Existing and Surrounding Properties:
Crystal Springs subdivision to the south is zoned RSF-4, allowing 4 units/acre. The Underwood Commercial PZD to the east allows 24 units/acre. The undeveloped parcel to the west is zoned RSF-1, allowing 1 unit/acre. The subdivisions surrounding Holcomb Elementary to the north are a mix of RSF-4 and RSF-8, allowing at most 8 units/acre. This development, being medium density residential at 6 units/acre, will serve as a transitional use between surrounding neighborhoods while still conforming to the general residential uses within the area. The existing RS-4 zoning on the 33.1 acre parcel currently allows for 132 units to be developed. The existing PZD zoning on the 16.1 acre parcel currently allows for 386 units to be developed. The total number of units allowed by-right as an aggregate on both of the existing parcels is 518 units. The Next Chapter Development proposal would reduce the total allowed unit count to 295 units – or a reduction of 223 units.

This development will have street connections to the south on N Carnelian Ln & N Raven Ln, which are existing stub outs for the Crystal Springs subdivision. This development will also connect to N Deane Solomon Rd to the east via right-of-way dedication through adjacent properties. Traffic within this development will have egress/ingress from N Carnelian Ln, N Raven Ln, & N Deane Solomon Rd.
All signage shall mimic UDC Chapter 174. At least 2 monument signs will be constructed for the neighborhood entrances. Non-commercial signage shall be allowed under Chapter 174 of the UDC. No illuminated signs are allowed. The maximum surface area for each monument sign shall not exceed 45 square feet, see Exhibit E for an example monument sign of this display size.

L) Compliance with Fayetteville's Comprehensive Land Use Plan.
Fayetteville's Future Land Use Plan calls this area to be Residential Neighborhood, which offers a wide variety of housing types, with highly connected, compact blocks with gridded street patterns. This Planned Zoning District is in compliance with that, as it allows a wide variety of single-family housing units with no minimum lot width or size. Two to four family dwellings are also allowed with this Planned Zoning District. This development is connected to the existing subdivision to the south and to the future mixed-use development to the east for the Underwood Commercial PZD, as well as internally, with the open space being a central focal point.

Below are the six 2040 City Plan goals and how this development aligns with them:

<u>Goal 1: We will make appropriate infill and revitalization our highest priority.</u>
This site is an infill project, between two existing residential developments. This project connects vehicles and pedestrians throughout this area in a logical and concise manner. Single-family residential use on this site compliments the context and character of the existing neighborhood to the south of the site, while obtaining the density needed to promote affordable housing in the region.

<u>Goal 2: We will discourage suburban sprawl.</u>
This development would not be considered suburban sprawl having high and medium density neighborhoods surrounding it. This development connects the two existing developments, extends

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vehicular and pedestrian access through this site and surrounding sites to local parks and amenities (i.e. Underwood Park, Gary Hampton Softball Complex, Wilson Springs Preserve, Holcomb Elementary). This Planned Zoning District has a density that is less than the future Commercial PZD 24 units/acre density, while also being a concise development which minimizes public street construction and centers on an internal open space for residents to enjoy.

Goal 3: We will make traditional town form the standard.
This development meets this goal by being a compact and dense subdivision thus being able to preserve open space and trees, having interconnected streets and sidewalks, and minimizing the unit's front façade separation from the sidewalk, while still providing one parking stall in each driveway. This will keep the units close to the street to mimic traditional town form.

Goal 4: We will grow a livable transportation network.
This development will promote walkability and bicycling by having interconnected tree-lined streets, and sidewalks. Fayetteville's Clabber Creek trail is adjacent to this development, just north of Clabber Creek. The existing Underwood Park is directly adjacent to the northeast. Residents of this development will be able to access the Underwood Park trail system at multiple locations around the eastern, northern, and southern perimeters of the site. The students and faculty of Holcomb Elementary and any citizen who uses the Gary Hampton Softball complex for sports can use the Clabber Creek multi-use trail and/or public sidewalk network to access their home in this proposed development. If public transportation decides to extend west, this development will provide connection with surrounding neighborhoods thus making bus stops more accessible.

The City Plan 2040 clearly states a plan to create compact, complete, and connected development. These privately owned & maintained streets with public access easements dedicated over them will meet that plan for the following reasons:

1. Streets will provide legally established public access through the site from southern adjacent parcel to eastern adjacent parcel.
2. Pedestrians will have multiple direct access points to the adjacent Underwood Park trail system.
3. Pedestrians have less than 0.20 miles access from site to the Clabber Creek multi-use paved trail to the north.

Goal 5: We will assemble an enduring green network.
This development will meet this goal by preserving trees and open space. Streamside protection measures will be along Clabber Creek at the northwestern corner of the property. Additionally, the proposed development will consist of tree-lined streets, interconnected sidewalks, and will connect to the Clabber Creek multi-use trail and Wilson Springs Preserve, which are both adjacent to the development.

Goal 6: We will create opportunities for attainable housing:
This goal will be met the developer providing a mixture of housing sizes and unit types. This mixture will allow some of the homes to be more affordable than the average single-family dwelling. Additionally, the homes will be rental units and therefore more financially attainable than the average single family private lot.

M) Traffic Study
A Traffic Impact Analysis study has been prepared for the site, dated June 2025. The study was prepared by Traffic Engineering Consultants, Inc., which concluded that "*no traffic control or geometric roadway*

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improvements are necessary as a result of the proposed site traffic to continue operating at acceptable levels-of-service both now and in the future".

N) Impact of City Services

An 8" proposed water main will be extended throughout the site to serve all residential units, and will connect to the existing 8" water main. An 8" gravity sanitary sewer main will be extended throughout the site to serve all residential units. The internal gravity main network will drain into the existing 10" PVC sewer main, which increases to 12" as it flows north and crosses Clabber Creek. Initial discussions with city staff stated sanitary sewer capacity, water pressures and flows should not be a concern, as long as on-site water pressure and sanitary sewer capacity studies are provided at the time of LSD submittal.

Emergency services, police and fire, will be able to serve houses by the streets throughout the development. The proposed site's access separation distance, per 2021 Arkansas Fire Code, Appendix D, Section D104.3, is at least half the longest diagonal distance of the site. The longest diagonal distance, from NE corner to SW corner of the site, is approximately 2,500 feet (thus required minimum separation distance is 1,250 feet). The two proposed N. Raven Ln access points on site are separated by approximately 1,682 feet. At the time of LSD submittal, the site's phasing plan will make sure to include both N. Raven Lane access points within Phase 1, to ensure the minimum separation distance is met.

Fire hydrants will be installed strategically throughout the development and the streets will have 26' width required for a fire truck, or a bump-out fire apparatus access pad at each hydrant location if the street is less than 26' wide from face of curb to face of curb. As drawn in Exhibit C, the width of the roads is 27' FC to FC and 28' BOC to BOC. The City's commercial trash & recycling truck program will pick up the waste weekly from each unit.

O) Conceptual Description of Development Standards

The proposed PZD will set forth development standards and conditions aimed at encouraging harmonious development, ensuring continuity in development, enhancing the appeal and practicality of the area as a residential space, overall, elevating the community.

1) Screening and Landscaping:

Landscaping for this development will generally conform with UDC Chapter 177. Residential units shall have a consistent foundation and high-quality design at the front of the house and throughout the development. Native material and high-quality design are encouraged for new construction of homes. A basic landscape plan will be submitted with building elevations and floor plans. There will be no vegetative screening between the units; however, the entire perimeter of the site will have a landscaped screening buffer within the 30' building setback.

2) Traffic and Circulation:

This development will provide connectivity for surrounding neighborhoods and create another route of egress/ingress thus alleviating traffic congestion within existing subdivisions. The internal streets will be privately owned & maintained with public access easements dedicated over them. The private streets require an amendment to the Master Street Plan, to be submitted concurrently with this PZD. However, right-of-way will be dedicated for the portion of N Raven Ln that crosses adjacent properties to the northeast, connecting to N Deane Solomon Rd.

3) Parking Standards:

Parking standards will meet City of Fayetteville Minimum Street Standards where on-street parking and parking spaces are to be proposed. Parking will be available in garages and driveways at each residence

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as well as on-street and within parking pods, where allowed by this planned zoning district and the master street plan. See the parking count and breakdown by unit type, in Exhibits B & C. There are approximately 3.21 parking spaces per unit.

4) Perimeter Treatment:
This development is compatible with adjacent developments and proposes to meet the future land use map. The perimeter treatment will be a 30' building setback.

5) Sidewalks:
Sidewalks will be provided throughout the development and along Residential Link Private Streets. These will connect to the adjacent Underwood Park walking trails and the internal greenspace trails.

6) Streetlights:
Streetlights shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric cooperative and meet UDC code 166.04(B)(3)(g).

7) Water:
Water mains and services shall be provided for each dwelling and residence. Water mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.

8) Sewer:
Sewer services shall be provided for all dwellings and buildings. Sewer mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any meters and service lines.

9) Street and Drainage:
The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. The streets will be privately owned & maintained with public access easements dedicated over them. Please see Exhibit C for the proposed modified residential link typical section. Street design shall be reviewed by the Engineering department of the City of Fayetteville. Drainage and storm design will be provided with a drainage report at time of LSD submittal. This report will comply with all minimum standards 1-4 of the City's Drainage Criteria Manual. Detention volume will be located on-site, as well as within existing adjacent wet ponds. Water quality features such as bioretention cells, bioswales, and pervious pavers will filter and treat the stormwater before entering the detention system. Drainage and storm design will be reviewed by the Engineering Department of the City of Fayetteville.

10) Construction of Nonresidential Facilities:
Non-residential facilities are not proposed within this development apart from the leasing office building and park bathroom located in the Planning Area 2 open space.

11) Tree Preservation:
Tree preservation plans and landscape plans will be required and submitted once development begins on a Large Scale Development application and development plan is submitted. The intent is to preserve as many trees as possible in Planning Area 2. Planning Area 1 will have no preservation. Mitigation will be shown in Planning Area 2. Per UDC 167, the existing canopy percentage will be preserved as much as possible, and the remaining percentage will be mitigated for on and/or off-site.

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12) Architectural design standards:
Architectural design standards have been attached to this application as Exhibit D. Residential buildings must be consistent with the style and look of examples set in Exhibit D. Houses may be larger or smaller, but will have the same general look as attached in Exhibit D. The units are designed to meet the majority of the Architectural Design Standards from UDC 166.23 (D).

13) Lot Design Standards:
For all units, the façade facing the street has clearly defined front door and windows. For facades that front more than one street, only one façade is required to have a front door and window. The garage opening widths are less than 50% of the principal façade length, unless the house has a second story with windows facing the street (i.e. Hamilton, Jennings unit types).

13) Propose signage:
The developer intends to build one monument sign at each of the entrances to the neighborhood. This is allowable by right in Planning Area 2, as is the common mailbox unit. Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used. Each monument sign will generally conform to UDC 174.10(B).

14) View Protection:
View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.

15) Covenants, trust, and homeowner association:
There will be no homeowner's or property owner's association with this development. The property will be owned, maintained, and managed by one entity, Next Chapter Holdings, LLC, or a subsidiary of. A full time maintenance & leasing staff will be present on the property.

P) PZD Intent/Purpose
The intent of this Proposed PZD is to create and expand the City Residential Neighborhood Area as outlined in the City of Fayetteville's 2040 Land Use Plan. The proposed PZD wishes to expand the existing infrastructure, while creating a livable, harmonious, and vibrant community compatible to surrounding uses.

Q) Legal Description
Planning Area 1 & 2:
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;

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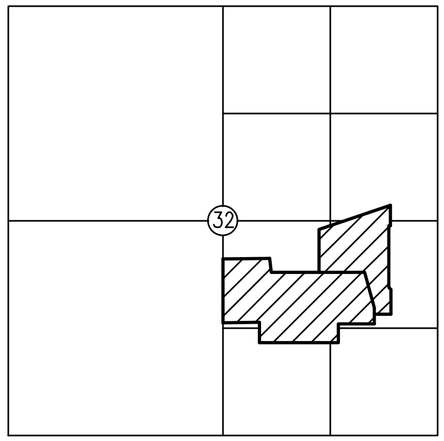
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

EXHIBIT A
COVER SHEET/SURVEY



T-16-N R-30-W

DEED DESCRIPTION (DEED 2021-00013842):

PART OF THE NW 1/2 OF THE SE 1/4 OF SECTION 32, ALL IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32;
THENCE NORTH 87°16'59" WEST A DISTANCE OF 782.21 FEET TO THE EAST LINE OF CRYSTAL SPRINGS SUBDIVISION.
THENCE ALONG SAID NORTH LINE NORTH 02°38'01" EAST A DISTANCE OF 1,483.34 FEET TO THE POINT OF BEGINNING.
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE NORTH 2°38'01" EAST A DISTANCE OF 76.97 FEET;
THENCE NORTH 12°18'05" WEST A DISTANCE OF 449.85 FEET;
THENCE NORTH 87°14'42" WEST A DISTANCE OF 556.89 FEET;
THENCE NORTH 02°45'14" EAST A DISTANCE OF 527.06 FEET;
THENCE NORTH 74°18'30" EAST A DISTANCE OF 920.33 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 245.00 FEET;
THENCE NORTH 87°23'22"WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 758.10 FEET;
THENCE SOUTH 42°23'22"EAST A DISTANCE OF 35.36 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF NORTH 87°23'22" WEST A DISTANCE OF 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

DEED DESCRIPTION (DEED 2020-00021939):

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E A DISTANCE OF 777.29 FEET;
THENCE S87°48'23"E A DISTANCE OF 576.11 FEET;
THENCE S03°18'06"E A DISTANCE OF 169.29 FEET;
THENCE S87°14'42"E A DISTANCE OF 1141.88 FEET;
THENCE S12°18'05"E A DISTANCE OF 449.85 FEET;
THENCE S02°38'01"W A DISTANCE OF 193.06 FEET;
THENCE N87°32'17"W A DISTANCE OF 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W A DISTANCE OF 967.49 FEET;
THENCE N02°27'54"E A DISTANCE OF 250.00 FEET;
THENCE N87°32'06"W A DISTANCE OF 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

SURVEY DESCRIPTION:

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAYETTEVILLE, AR.

THE PROPERTY SURVEYED IS ZONED CPZD AND RSF-4. THE ZONING CLASSIFICATIONS SHOWN ON THIS PLAT WERE OBTAINED FROM THE CITY OF FAYETTEVILLE GIS SITE, AND REPRESENT THE ZONING CLASSIFICATION AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS: DEED 2020-00021939, DEED 2021-00013842, PLAT 2016-00029554, PLAT 2019-00034850, PLAT 024A-00000298, PLAT 0024-00000426, PLAT 0024-00000510 AND PLAT 0024-00000517.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

UTILITIES WERE NOT CONSIDERED A PART OF THIS SURVEY.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF WACO TITLE COMPANY EASEMENT SEARCH FILE NO. 2504136-102, DATED APRIL 17, 2025.

PAT OF THIS PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205F, REVISED DATE JANUARY 25, 2024.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.

CERTIFICATE OF SURVEYING ACCURACY:

I HEREBY DECLARE THAT ON THE 17TH DAY OF JUNE, 2025 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

CRAFTON, TULL, & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460
PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORITY NO. 1741 CRAFTON, TULL & ASSOCIATES, INC. No. 109 ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 2

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT1 , LAST SAVED: KM47A, 6/17/2025 2:37:39 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:42 PM [PLOTTED BY: * VALID ON HARD COPY ONLY]

LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE

GRAPHIC SCALE IN FEET
120' 0 120'

BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°16'43.18"
COMBINED SCALE FACTOR: 0.99991525
VALUE CALCULATED AT THE FOLLOWING POINT:
N 648801.721 E 663175.113 Z 1264.203

CALBBER CREEK

1189

1190

PARCEL 765-16658-050
LOT 4
PR 024A-00000298
DR 2021-00013842
±16.01 ACRES

PARCEL 765-16658-050
DR 2020-00021939
±33.31 ACRES

N = 651064.73
E = 661457.69

P.O.B.
SW CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

N = 650186.41
E = 663270.67

P.O.C.
SE CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

5/8" IRON PIN
1/2" IRON PIN

S87°48'23"E 576.12'
S3°18'06"E 169.29'
S87°14'42"E 584.99'
N2°45'14"E 527.06'
N87°14'42"W 556.89'
N74°18'30"E 920.33'
S2°36'38"W 245.00'
S2°36'38"W 758.10'
N14°18'05"W 449.85'
S2°36'38"W 301.04'
N87°23'22"W 202.48'
N87°32'17"W 437.69'
S2°27'43"W 227.74'
N87°32'06"W 967.49'
N2°27'54"E 250.00'
N87°32'06"W 442.90'
N2°23'27"E 1381.39'
N2°23'27"E 777.29'
N2°38'01"E 1367.25'
N87°16'59"W 782.21'

L1 L2 L3 L4

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS DOC 2019-00038607

20' WATER & SEWER EASEMENT DOC 2022-00022348

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N2° 38' 01"E	116.09'
L2	N2° 38' 01"E	76.97'
L3	N87° 23' 22"W	25.00'
L4	S42° 23' 22"E	35.36'

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

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DATE: 06/17/2025
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DELTA	DESCRIPTION	DATE

SHEET NO.:
2 OF 2

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
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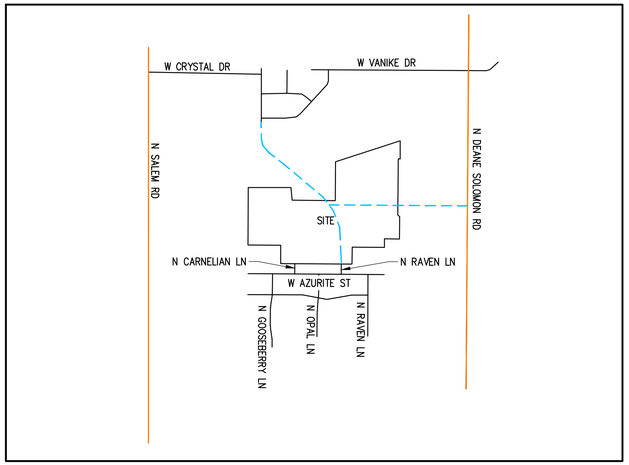
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:51 PM, [PLOTTED BY:- VALID ON HARD COPY ONLY]

NEXT CHAPTER PZD

FAYETTEVILLE, ARKANSAS

PZD (# TO BE ASSIGNED)



VICINITY MAP (NTS)

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

FREEWAY/EXPRESSWAY

REGIONAL LINK-HIGH ACTIVITY

REGIONAL LINK

NEIGHBORHOOD LINK

NEIGHBORHOOD LINK PLANNED

RESIDENTIAL LINK PLANNED

PROJECT INFORMATION

APPLICANT:	CRAFTON TULL CONNOR THREET P.E. 300 N. COLLEGE AVE., SUITE 317 FAYETTEVILLE, AR 72701 479-878-2467
OWNER PURSUING PZD:	NEXT CHAPTER HOLDINGS, LLC 2500 TRADE CENTER DR EVANS, GA 30809
EXISTING OWNERSHIP:	UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST KTB LIMITED PARTNERSHIP
PLAT DOCUMENTS FOR EXISTING PARCELS:	PROPERTY LINE ADJUSTMENT PLAT 2019-00034850 PROPERTY LINE ADJUSTMENT PLAT 2016-00029554 TRACT SPLIT PLAT 024A-00000298 ACCESS, MAINTENANCE, & DETENTION PERMANENT EASEMENT PLAT DOC 2019-00038607

PROPERTY DESCRIPTION

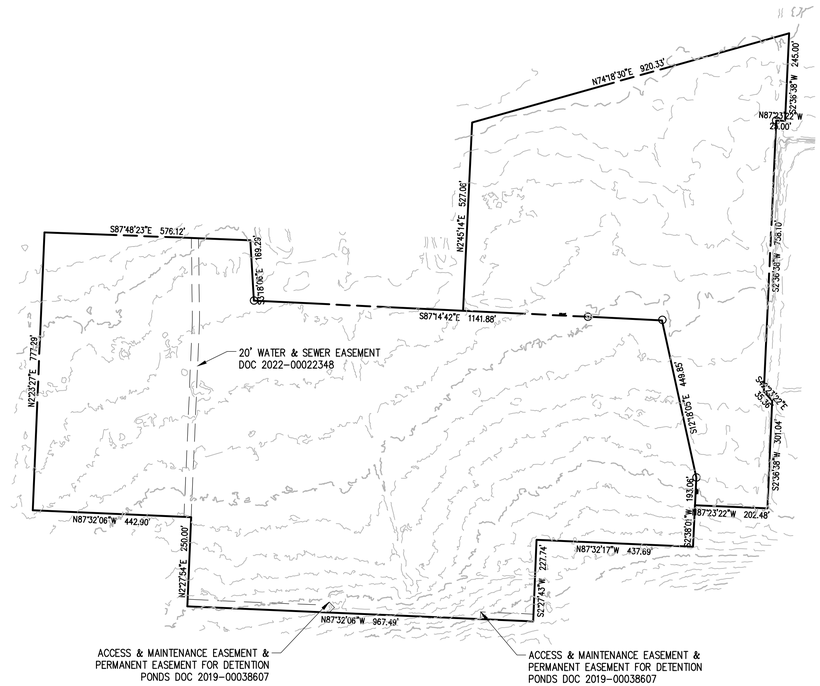
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.



Arkansas One Call

811

Know what's **below**.

Call before you dig.

FLOOD NOTE:

A PORTION OF THE PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205G, EFFECTIVE DATE JANUARY 24, 2024.

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No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

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COVER SHEET/SURVEY

1 OF 1

DRAWING: \\EGNITEDRIVE.LOCAL\EGNITE\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700 SUB.DWG
LAYOUT: LAYOUT1 - LAST SAVED: 7/9/2025 8:30:17 AM BY: CTHREET
PLOTTED: 7/9/2025 8:30:21 AM BY: CTHREET
LAST PLOTTED BY: CRAIG HUNTER (THIS DRAWING IS RESTRICTED BY "VALID ON HARD COPY ONLY")

EXHIBIT B
ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA

LAND USE DESIGNATION TABLE

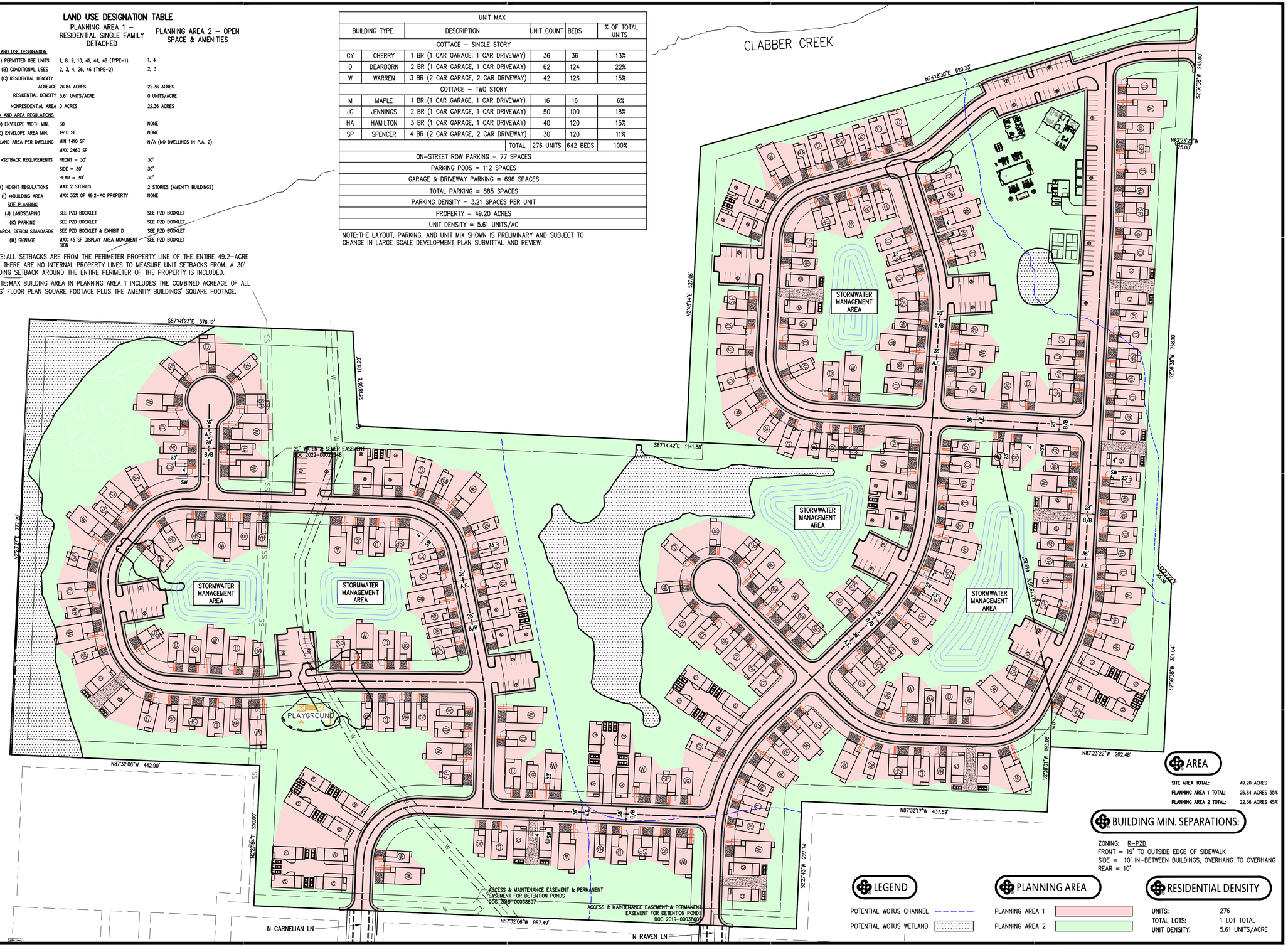
LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 30' SIDE = 30' REAR = 30'	30' 30' 30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

*NOTE: ALL SETBACKS ARE FROM THE PERIMETER PROPERTY LINE OF THE ENTIRE 49.2-ACRE SITE. THERE ARE NO INTERNAL PROPERTY LINES TO MEASURE UNIT SETBACKS FROM. A 30' BUILDING SETBACK AROUND THE ENTIRE PERIMETER OF THE PROPERTY IS INCLUDED.

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL:	49.20 ACRES
PLANNING AREA 1 TOTAL:	26.84 ACRES 55%
PLANNING AREA 2 TOTAL:	22.36 ACRES 45%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 19' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS:	276
TOTAL LOTS:	1 LOT TOTAL
UNIT DENSITY:	5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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CONTACT: C. THREET
QC by:
QC Date:

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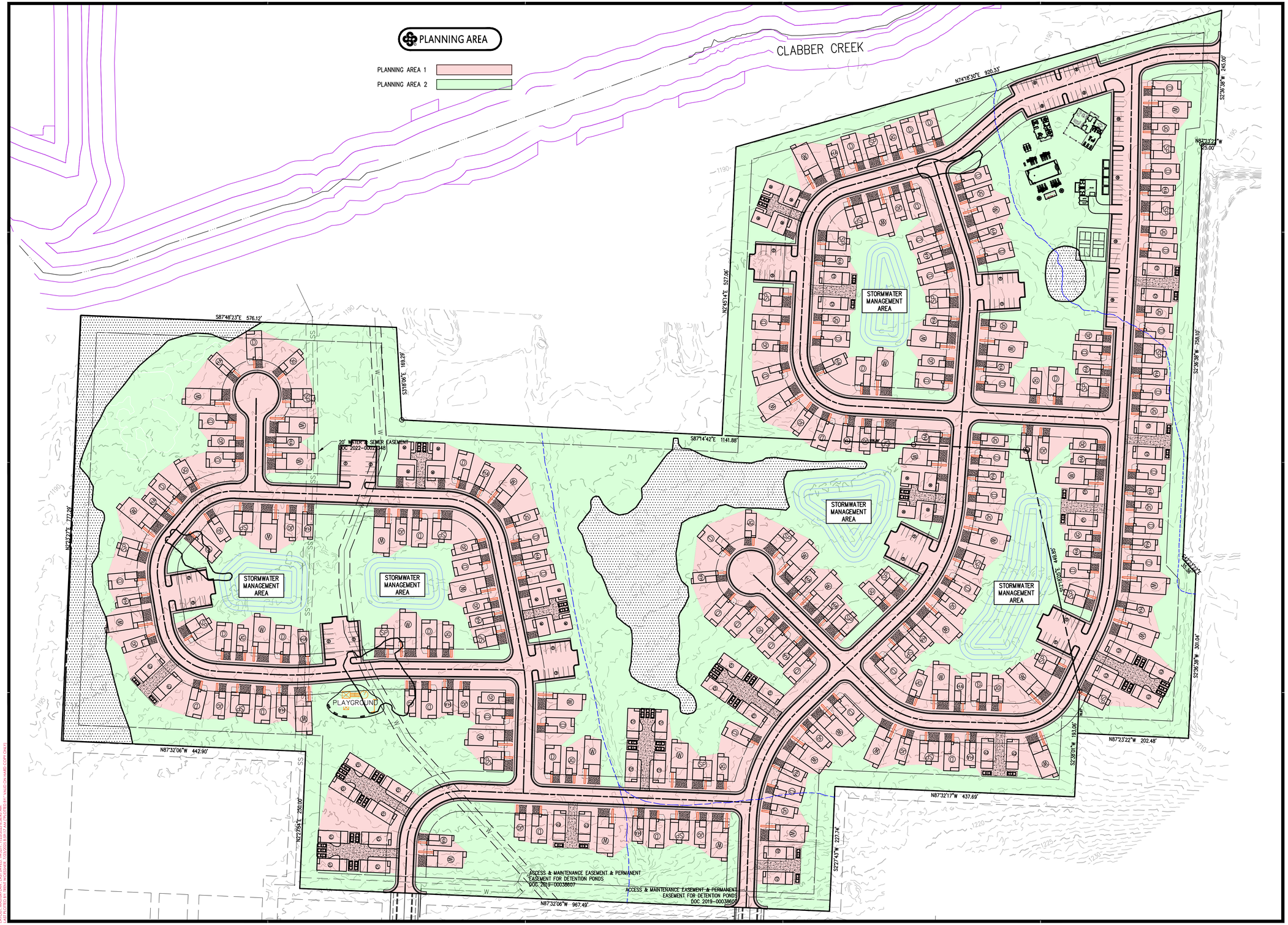
EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

DRAWING: \\EDATA\EDRIVE\PROJECTS\2025\1700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700_CIV.DWG
LAYOUT: EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP
PLOTTED BY: DAVID.CRAFTON 6/5/2025 7:32:28 AM
XREF: NOT LOADED

EXHIBIT C
MASTER PLAN, AERIAL OVERALL SITE PLAN, & MODIFIED TYPICAL RESIDENTIAL LINK SECTION

Crafton Tull



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No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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EXHIBIT C MASTERPLAN

2 OF 2

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LAYOUT: EXHIBIT C MASTERPLAN - 2 OF 2 - LAST SAVED: 06/2025 7:25:03PM BY: CHRISTOPHER.THREET
PLOTTED: 06/04/2025 7:25:07PM BY: CHRISTOPHER.THREET - PLOT SCALE: 1.0000 '/ INCH(ES) - PLOTTED ON: 36.00" x 24.00" (ARCH D)
XREF: ... - XREF: ... - XREF: ... -

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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Pedestrian Connection points at subject property line to adjacent Underwood Park's trail network. Site plan in future LSD submittal will show proposed soft or hard surface pedestrian access from the paved interior sidewalk to these access points.

Key Plan

No.	Description	Date

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OVERALL SITE PLAN

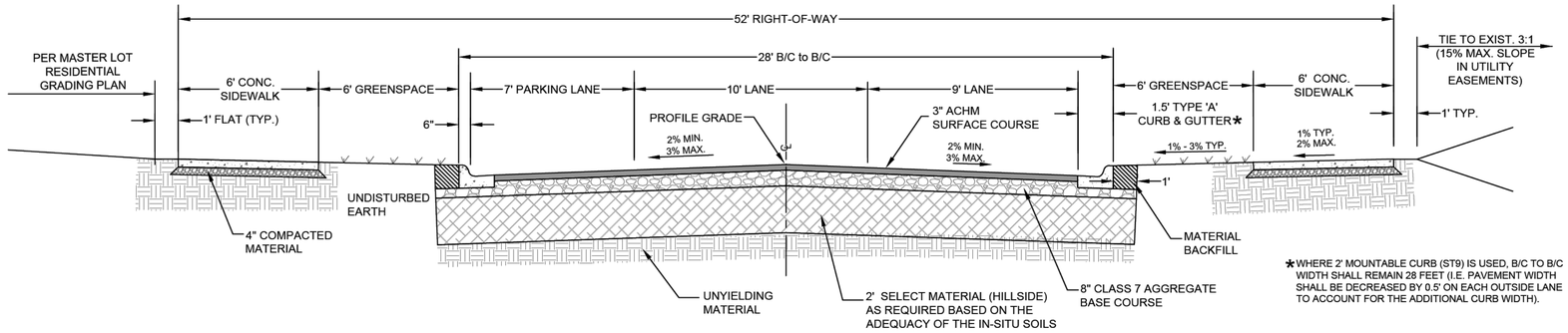
1 OF 1

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\OVERALL SITE PLAN.DWG
LAYOUT: LAYOUT1 LAST SAVED: CC2099, 7/22/2025 12:42:44 PM
LAST PLOTTED BY: COURTNEY.CARAVELLO, 7/22/2025 12:51:06 PM (PLOTTED BY: VAND ON HARD COPY ONLY)

NOTES:

1. CONTACT THE ENGINEERING DIVISION (575-8206) TO REQUEST AN INSPECTION PRIOR TO POURING ANY SIDEWALK OR DRIVEWAY IN THE RIGHT-OF-WAY.
2. THE ENGINEER OF RECORD SHALL PERFORM "PART TIME" INSPECTION FOR THE DRAINAGE INSTALLATION AND STREET CONSTRUCTION. THE PUBLIC WORKS INSPECTOR MUST BE PRESENT FOR TESTING. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING TESTING.
3. MINIMUM DENSITY FOR ASPHALT SHALL BE 92% OF THE MAXIMUM THEORETICAL DENSITY.
4. SUBGRADE (HILLSIDE) SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR. PROCTOR CURVE DATA SHALL BE SUPPLIED TO THE CITY ON ALL MATERIAL BY THE ENGINEER OF RECORD. WITHOUT THE COPY OF THE SITE SPECIFIC PROCTOR CURVE, MOISTURE CONTENT MUST BE WITHIN 3% OF OPTIMUM WHEN TESTED.
5. BASE COURSE (CLASS 7 AGGREGATE BASE) SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR ON RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS.
6. CURING COMPOUND IS REQUIRED FOR ALL CONCRETE IN RIGHT-OF-WAY OR EASEMENTS, ANY COLOR EXCEPT CLEAR. FOLLOW STANDARD ENGINEERING PRACTICE FOR PLACEMENT IN HOT, WINDY, AND COLD WEATHER.
7. CURB MUST BE CAULKED BEFORE BACKFILLED AND STREET PAVED. ACCEPTABLE SUPPLIERS ARE OMNI SEAL 50, PECORA 864 AND 865, DOW COMING 888, OR OTHER PRE-APPROVED EQUAL.
8. ALL IN-SITU SOILS FOR SUBGRADE SHALL HAVE A LIQUID LIMIT LESS THAN 40, A PLASTICITY INDEX LESS THAN 15, AND A CBR GREATER THAN 8. INADEQUATE SOILS SHALL BE UNDERCUT 2 FEET AND REPLACED WITH "HILLSIDE MATERIAL" (SOILS WITH CBR OF 8 OR GREATER, AND AS CLASSIFIED AS GM OR GC SOILS) - GEOTECHNICAL TESTING REQUIRED TO DETERMINE SOIL ACCEPTANCE.
9. SUBGRADE MUST BE PLACED ON UNYIELDING MATERIAL - ADDITIONAL UNDERCUT MAY BE REQUIRED.

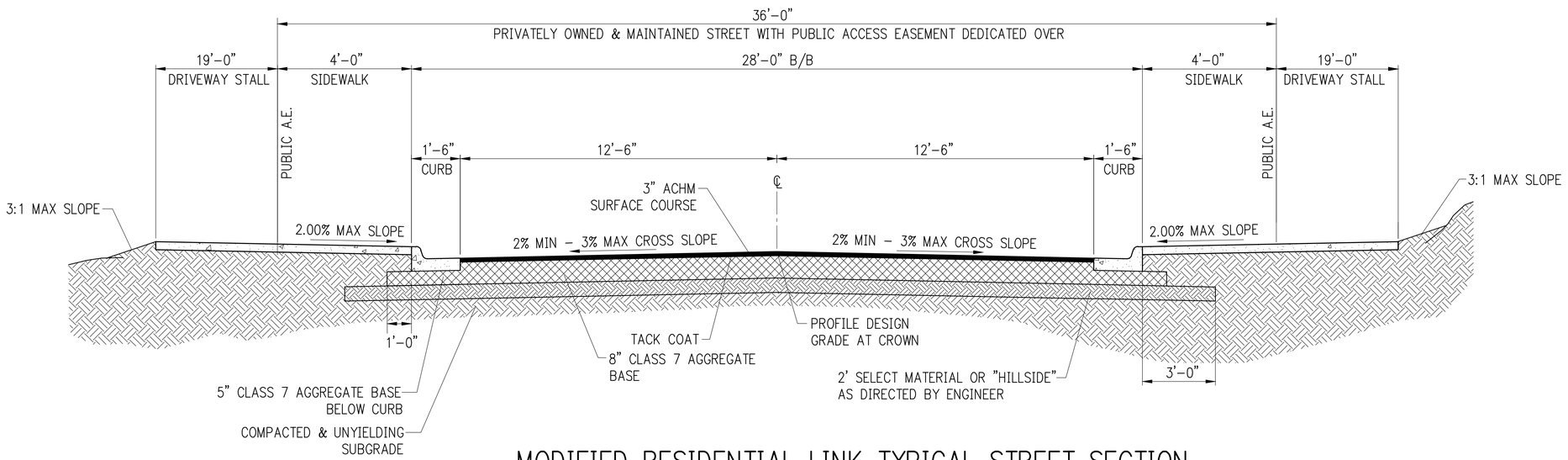
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*WHERE 2' MOUNTABLE CURB (ST9) IS USED, B/C TO B/C WIDTH SHALL REMAIN 28 FEET (I.E. PAVEMENT WIDTH SHALL BE DECREASED BY 0.5' ON EACH OUTSIDE LANE TO ACCOUNT FOR THE ADDITIONAL CURB WIDTH).

TYPICAL SECTION RESIDENTIAL LINK

*ALL INTERNAL STREETS, N RAVEN LN. & N CARNELIAN LN., WILL USE A MODIFIED VERSION OF THIS RESIDENTIAL LINK TYPICAL SECTION, SEE BELOW.



MODIFIED RESIDENTIAL LINK TYPICAL STREET SECTION

NTS

SHEET: ST1

DATE: May 25, 2017 REVISED; Jan. 13, 2021; June 28, 2021; April 5, 2022

TITLE: STREET DETAILS

DESCRIPTION: RESIDENTIAL LINK AND NEIGHBORHOOD LINK TYPICAL SECTIONS

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE: (479) 575-8206 FAX NO: (479) 575-8202
CITY OF FAYETTEVILLE ARKANSAS

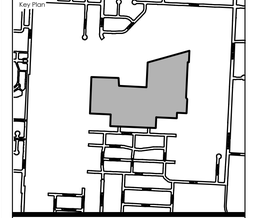
300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION — CRAFTON, TULL & ASSOCIATES, INC. No. 109 — ARKANSAS ENGINEER

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK
FAYETTEVILLE, AR

Key Plan



No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

REVIEW SET — NOT FOR CONSTRUCTION

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EXHIBIT C - TYPICAL SECTION

DRAWING: L:\DAYTONBWC\JOBS\25301700_KBT\CHAPTER\INFRASTRUCTURE\CIVIL\DWG\TYPICAL SECTIONS.DWG
LAYOUT: TYPICAL SECTIONS PLOTTED: Thursday, 7/24/2025 2:03:03 PM BY: VALID ON HARD COPY ONLY

EXHIBIT D
FLOOR PLANS, ELEVATION VIEWS, & ISOMETRIC VIEWS FOR ALL UNIT TYPES

ESTIMATED SQUARE FOOTAGE
1ST FLR HTD- 452 SQFT
2ND FLR HTD- 410 SQFT
TOTAL HTD- 862 SQFT
GARAGE - 222 SQFT
PORCH - 95 SQFT
FOOTPRINT - 784 SQFT
TOTAL FRAMING - 1,291 SQFT

DRAWN BY:
Andrew M. Woods
awoods@nextchapterconstruction.us

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PROJECT DESCRIPTION: DM Maple Layout

SHEET TITLE: COVER PAGE

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 2/14/2025

PG 1

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PROJECT DESCRIPTION:
DM Maple Layout

SHEET TITLE:
FRONT ELEV.

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 2/14/2025

PG 2

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PROJECT DESCRIPTION:
DM Maple Layout

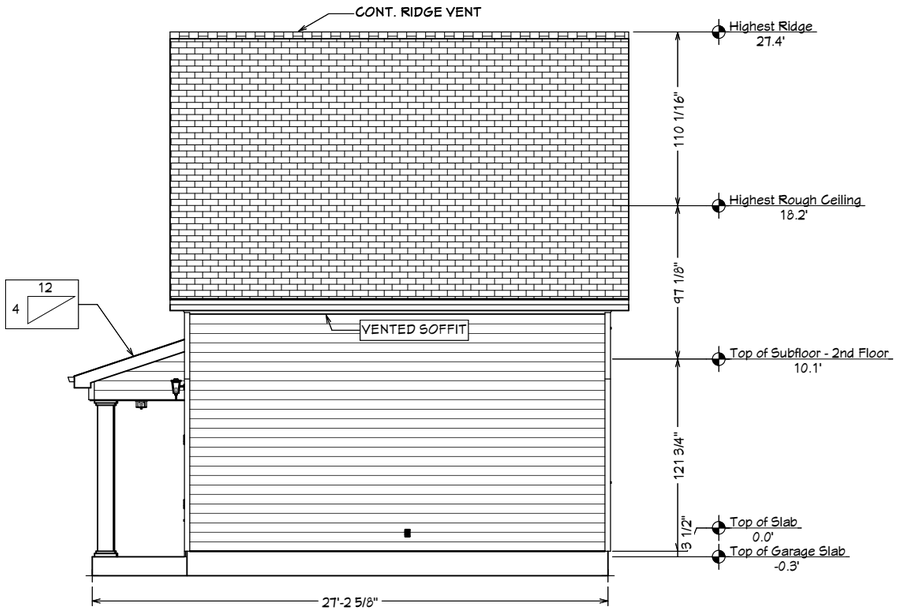
SHEET TITLE:
REAR ELEV.

NO.	DESCRIPTION	BY	DATE

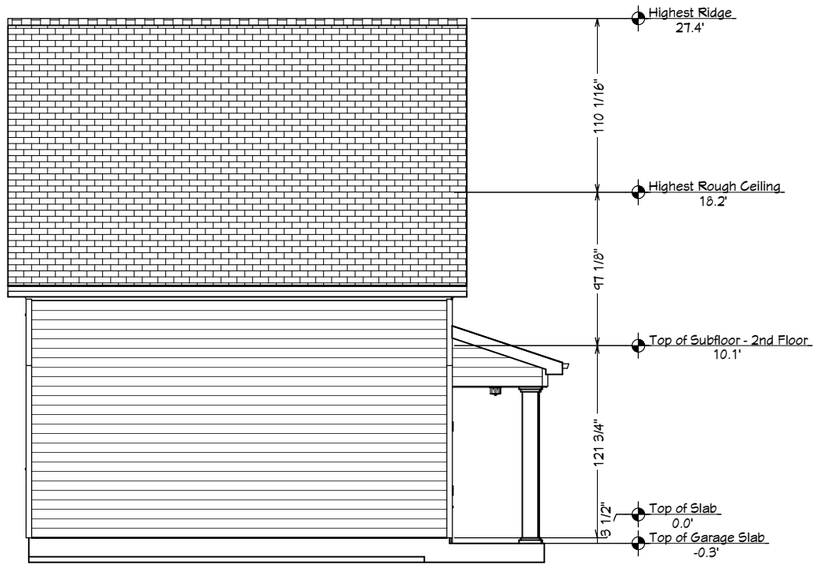
SCALE: 1/4"=1'

DATE: 2/14/2025

PG 3



RIGHT ELEV.



LEFT ELEV.

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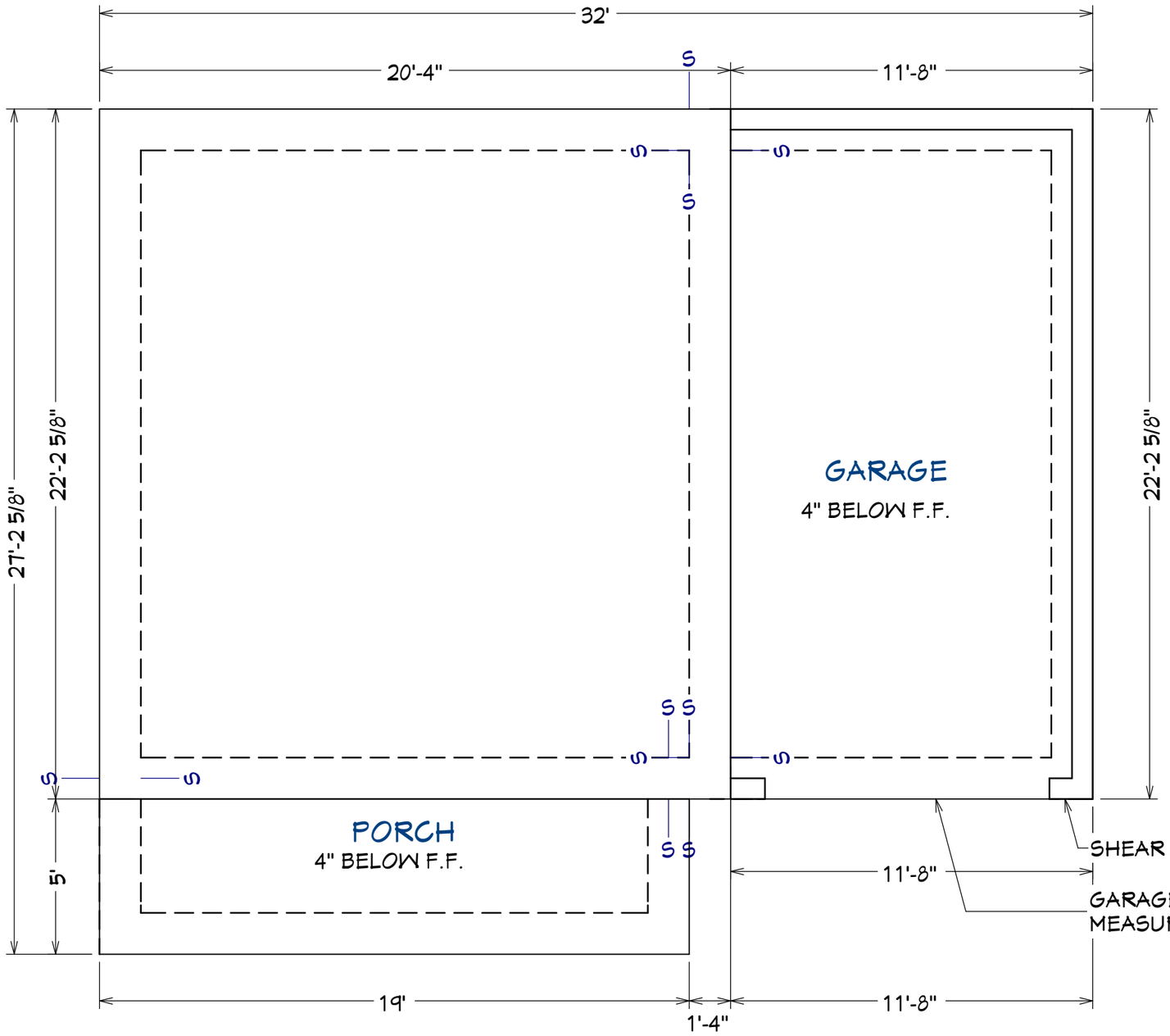
SHEET TITLE:
SIDE ELEV.

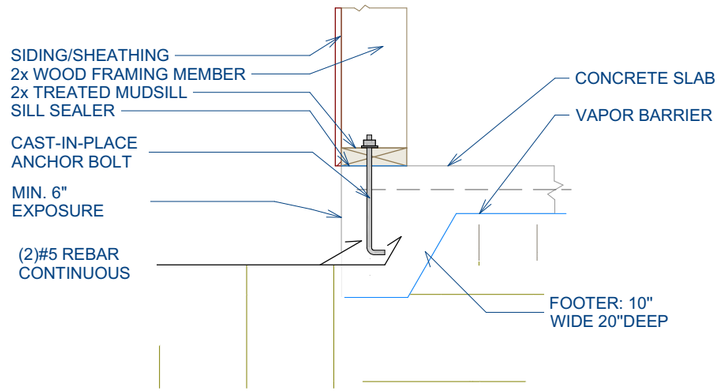
NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 2/14/2025

PG 4





Monolithic Slab Detail

NOTE:
PROVIDE CONTROL JOINTS

NOTE:
DIMENSIONS ARE TO FRAME WALL

NOTE:
BOLTS TO BE NO FURTHER THAN 18" O.C.
OR 12" AWAY FROM SILL PLATE ENDS

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SHEET TITLE: FOUNDATION PLAN

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 2/14/2025

PG 5

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DM Maple Layout

SHEET TITLE:
ISO VIEWS

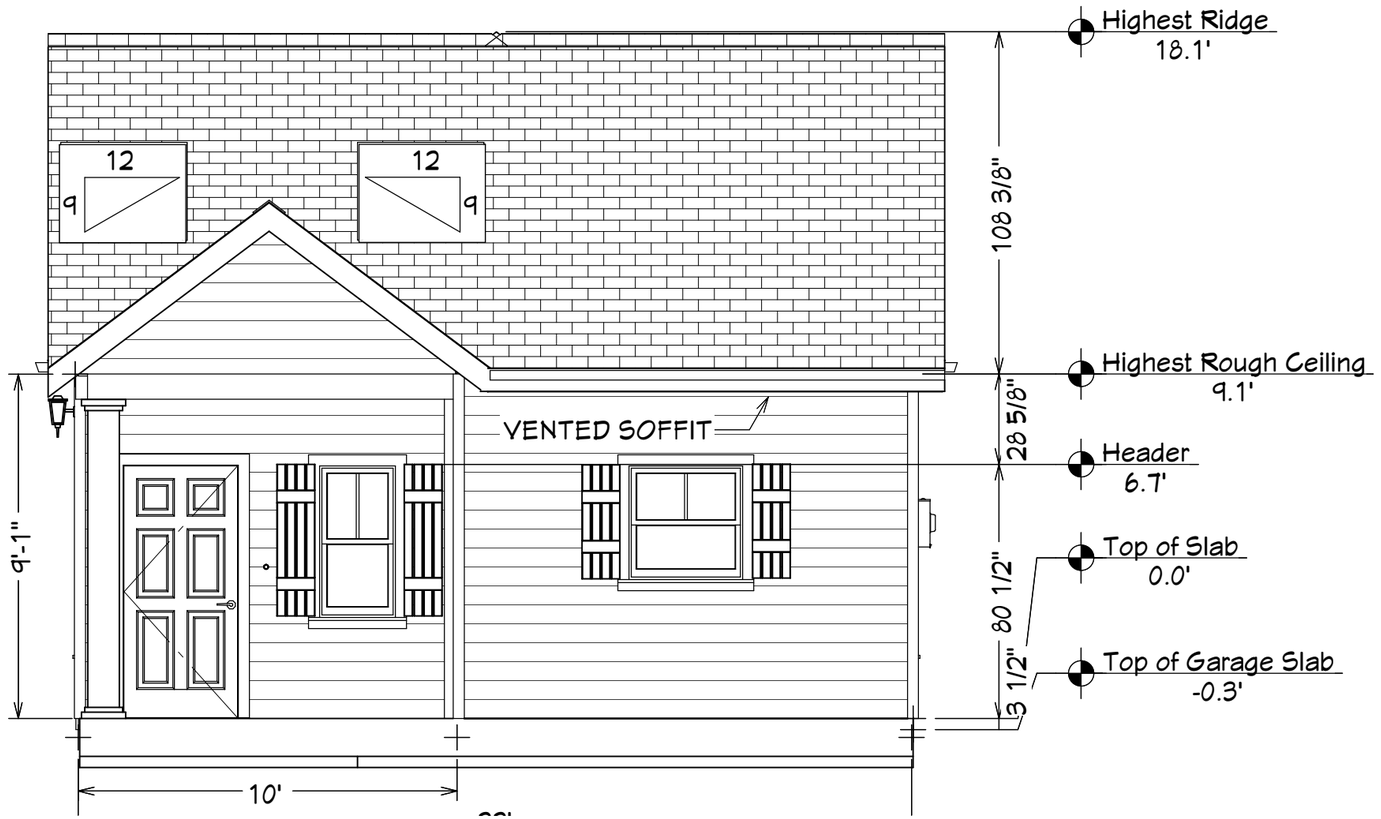
NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 2/14/2025

PG 15

FRONT ELEV. RENDERING
NO SCALE



FRONT ELEV
1/4" =1'

SIDE ELEV
1/8" =1'

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DRAWINGS PROVIDED FOR:
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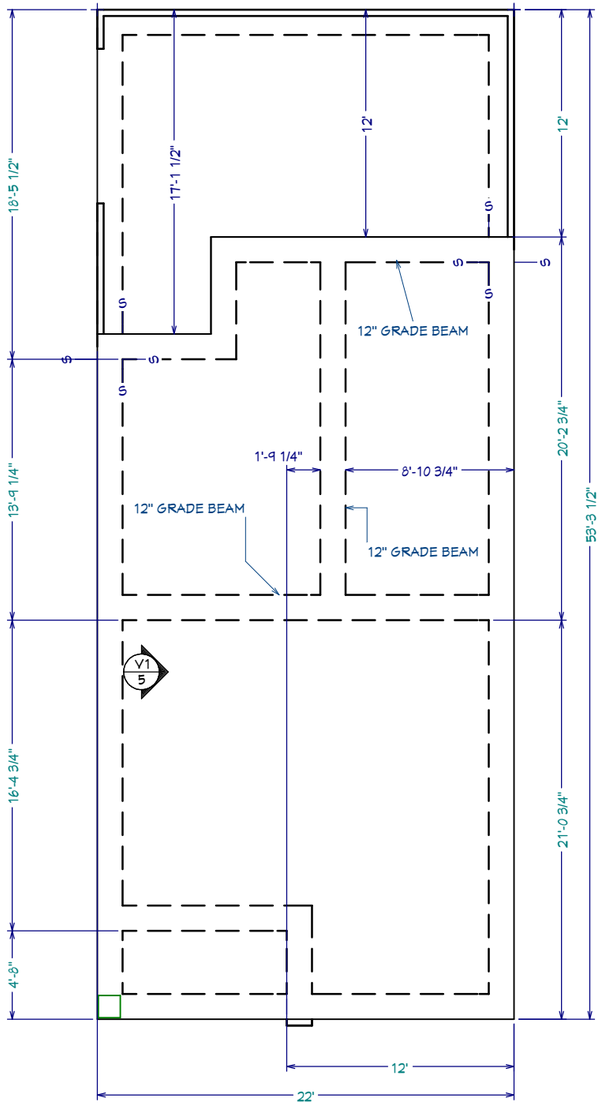
PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
Elevations

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE
DATE: 1/7/2025

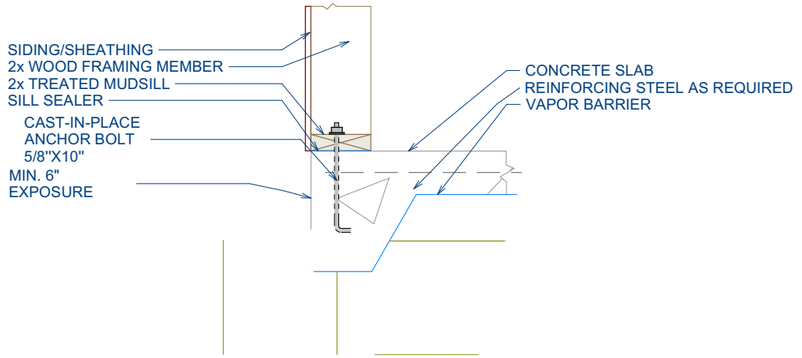
PG 1



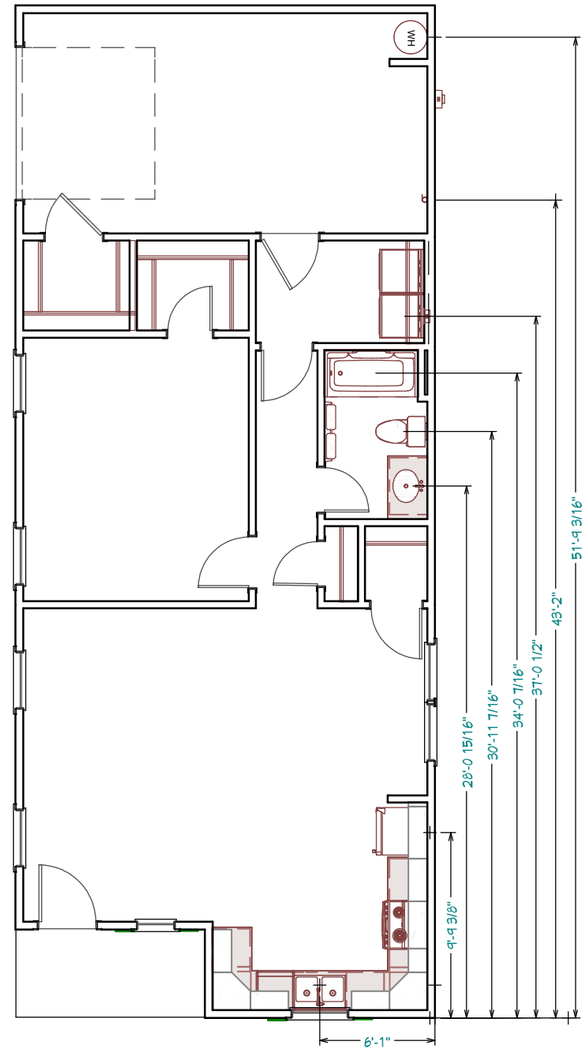
FOUNDATION LAYOUT

GARAGE CURB MUST MEASURE 8'-3''

ESTIMATED SQUARE FOOTAGE
TOTAL HTD- 839 SQFT
GARAGE - 247 SQFT
PORCH - 46 SQFT
FOOTPRINT - 1,172 SQFT
TOTAL FRAMING - 1,172 SQFT



Monolithic Slab Detail



PLUMBING LAYOUT

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PROJECT DESCRIPTION: KC CHERRY

SHEET TITLE: SLAB/PLUMBING

NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 1/7/2025

PG 2

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PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
ISO VIEWS

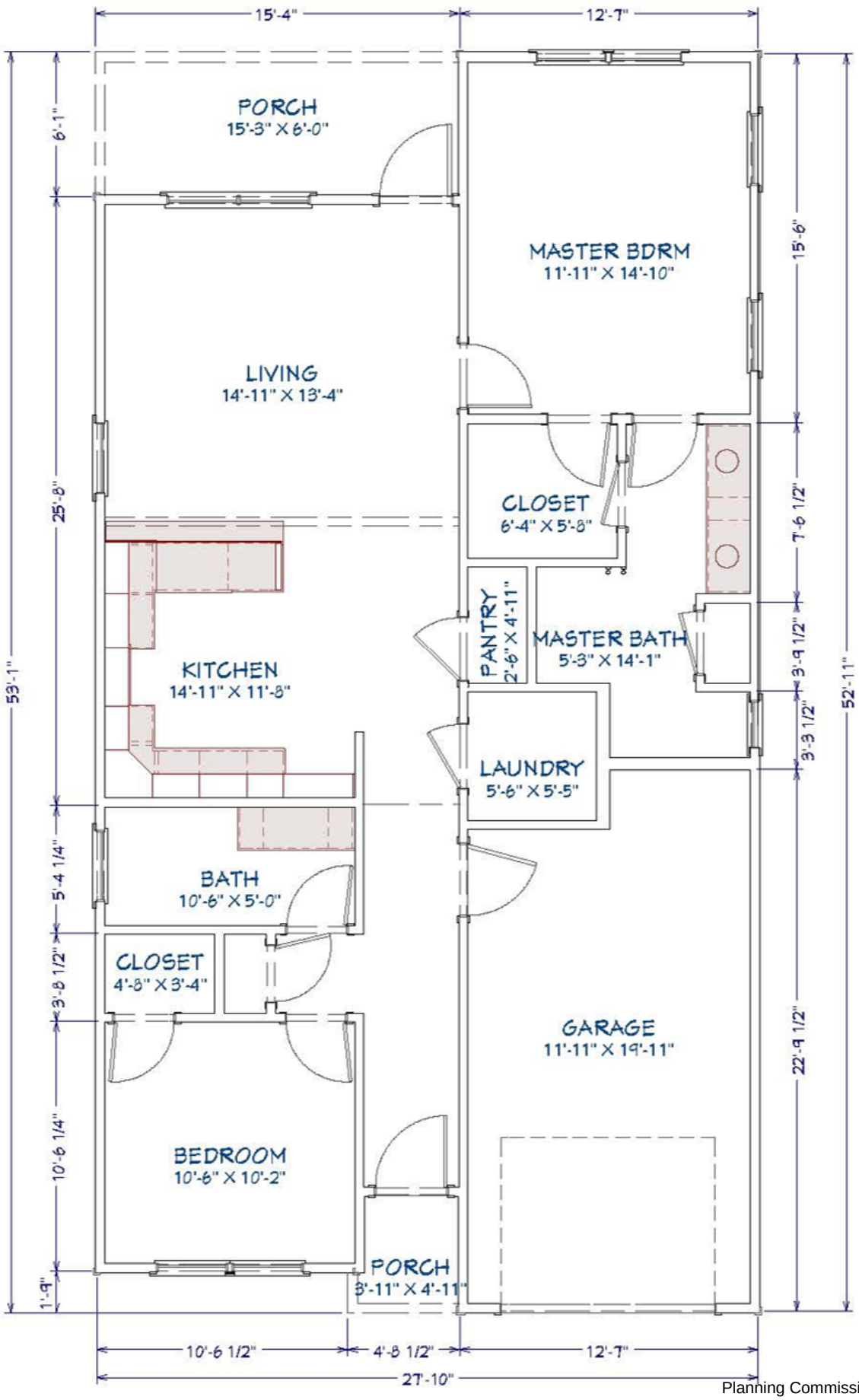
NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

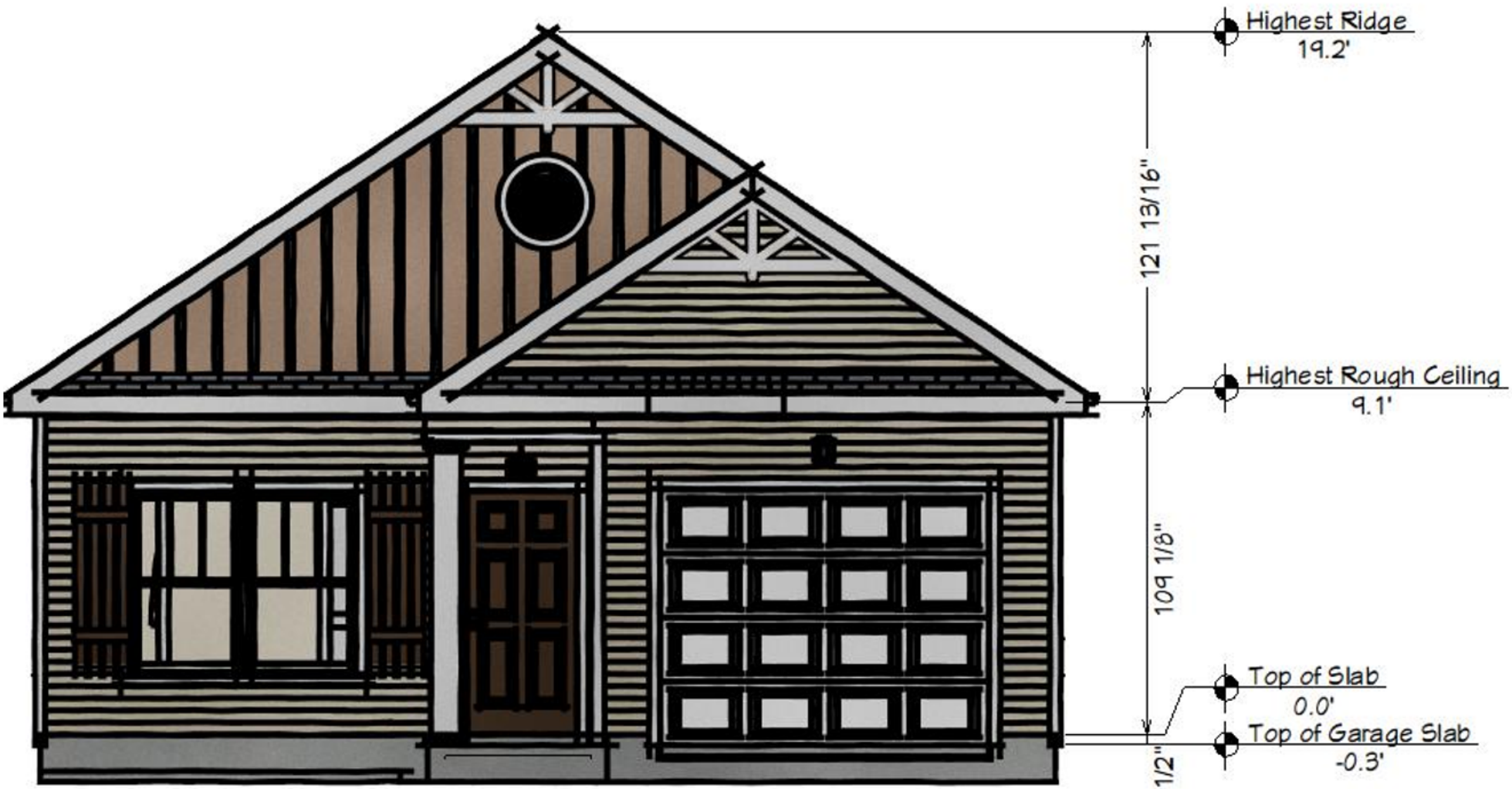
DATE: 1/7/2025

PG 8

Dearborn FLOOR PLAN

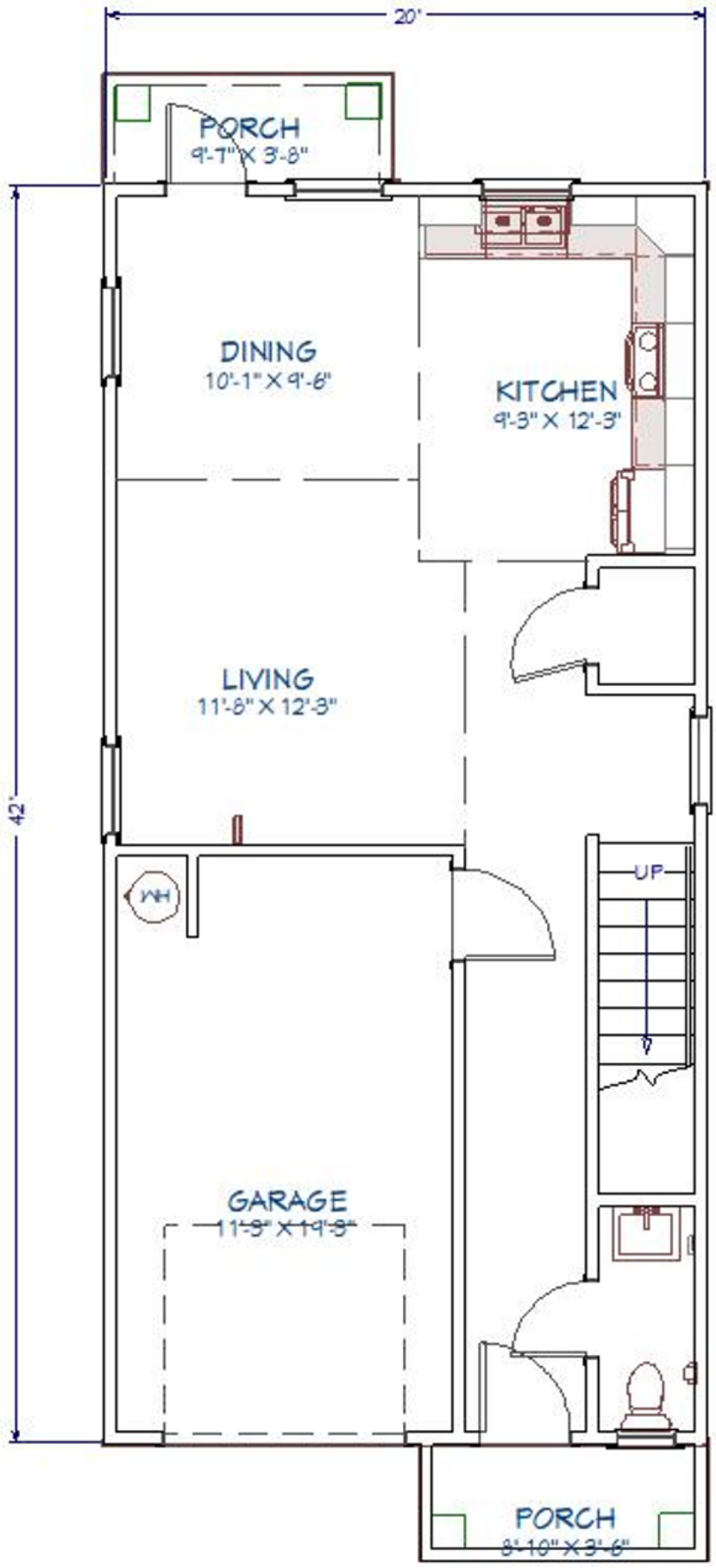


DEARBORN FRONT ELEVATION

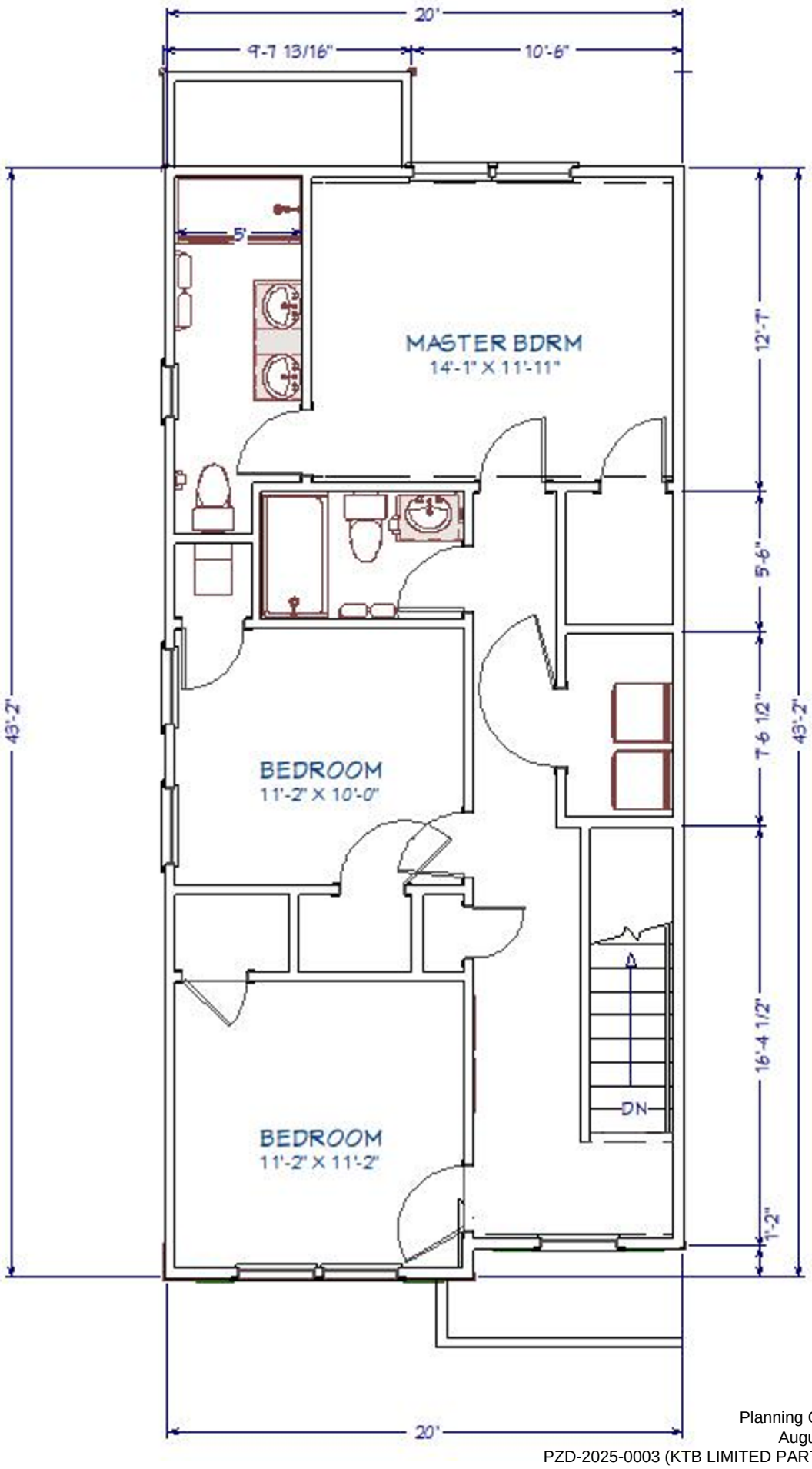


DEARBORN RENDERING

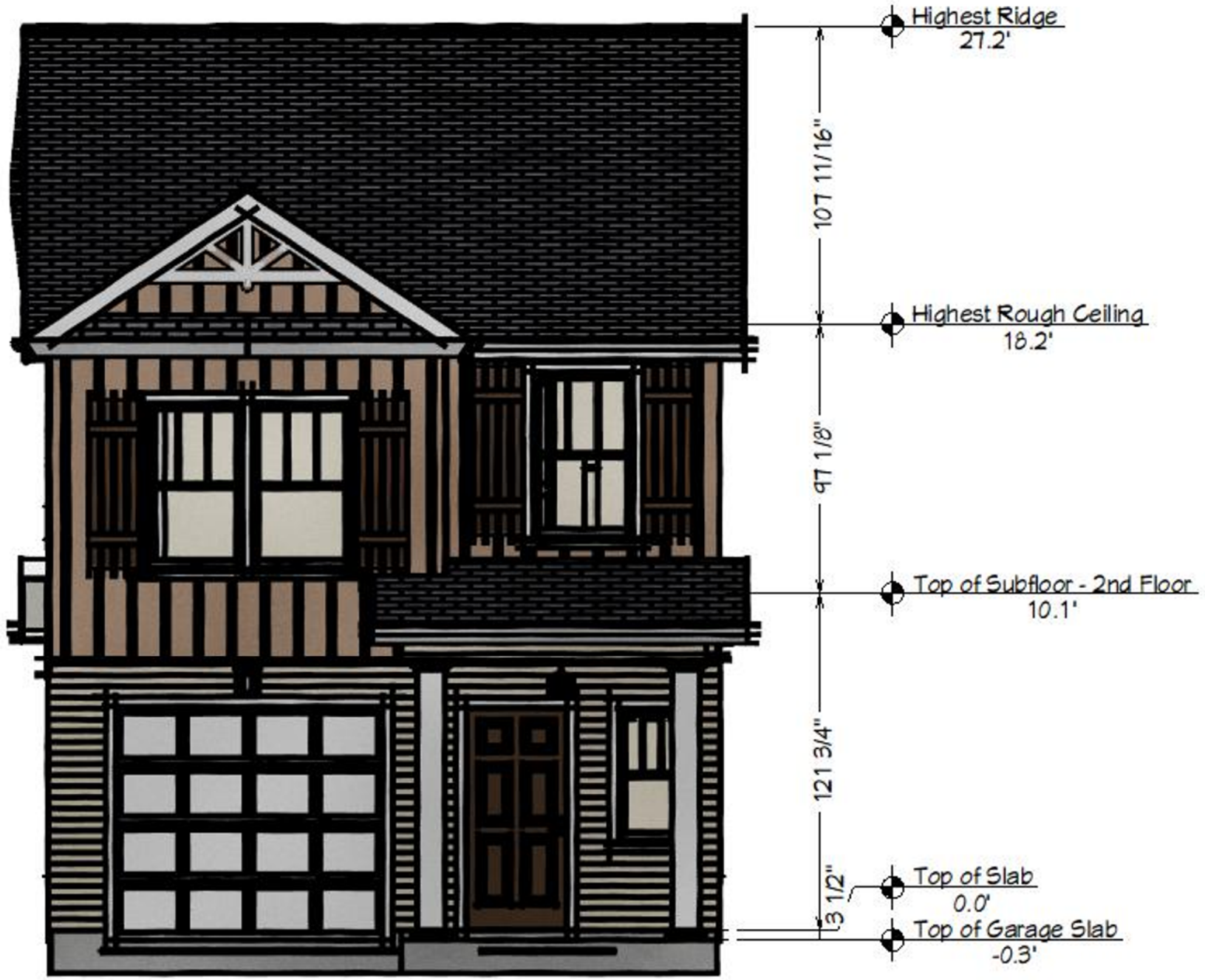
Hamilton 1st Floor



Hamilton 2nd Floor

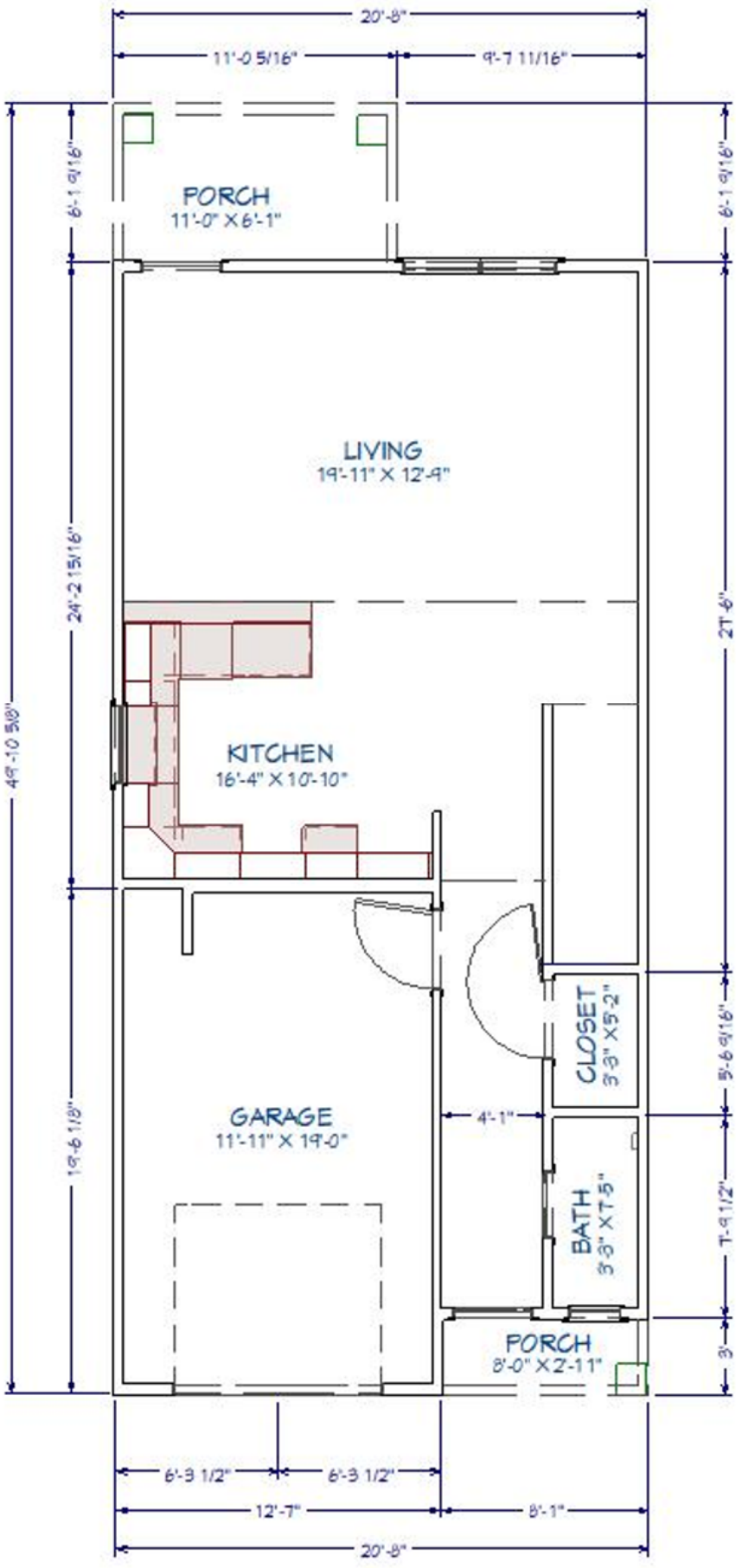


Hamilton FRONT ELEVATION

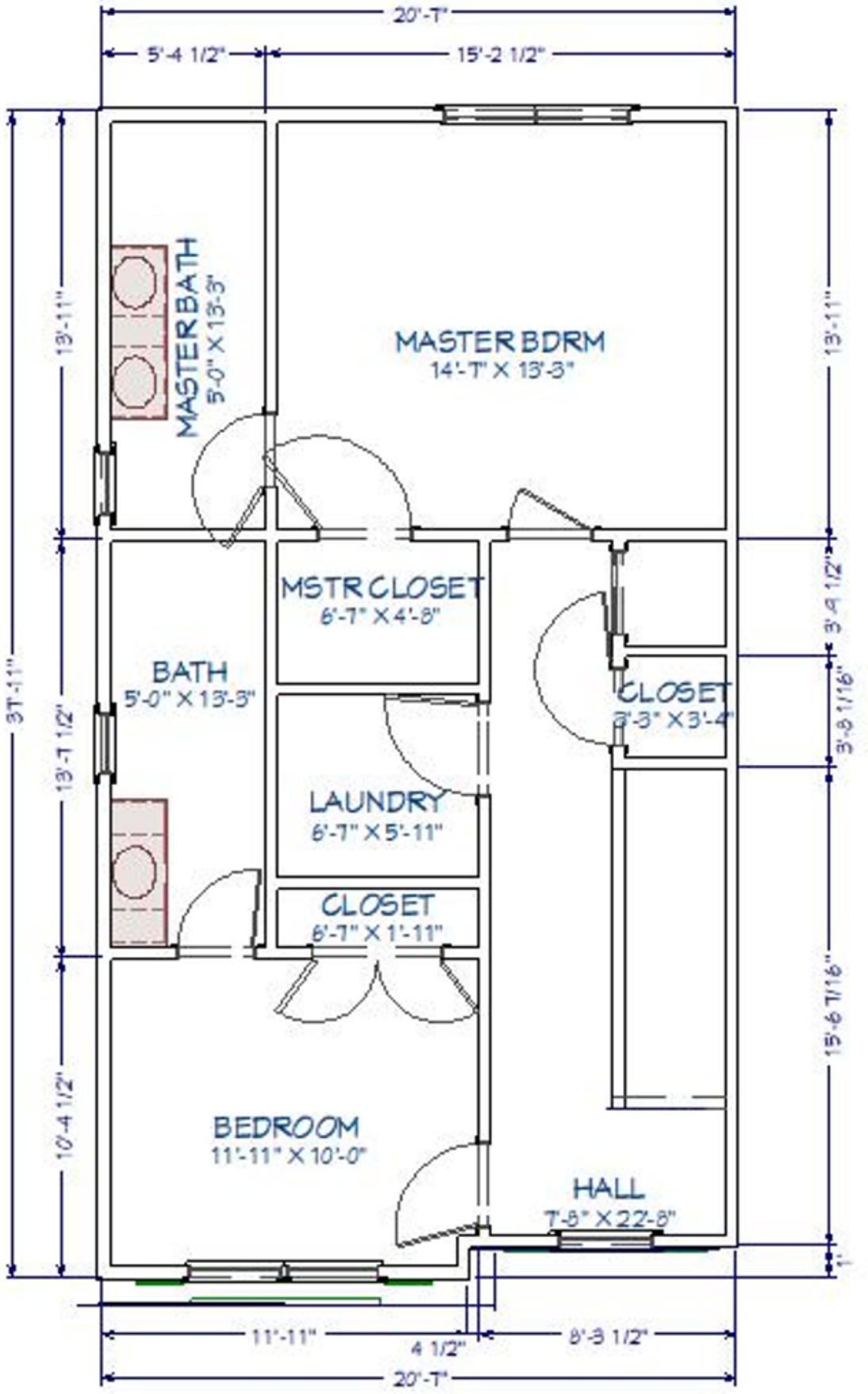


HAMILTON RENDERINGS

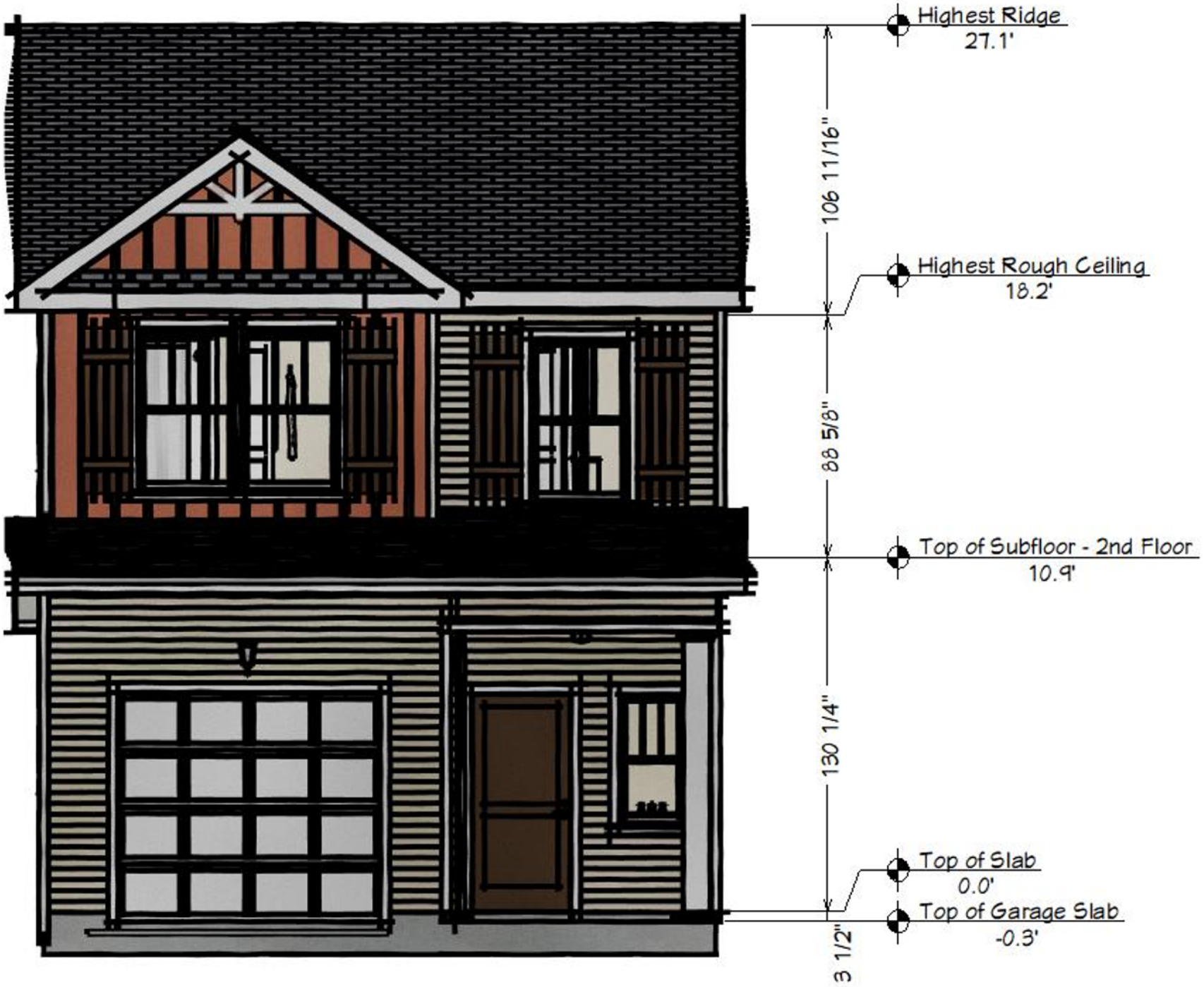
Jennings FLOOR PLAN (FIRST FLOOR)



JENNINGS FLOOR PLAN (SECOND FLOOR)

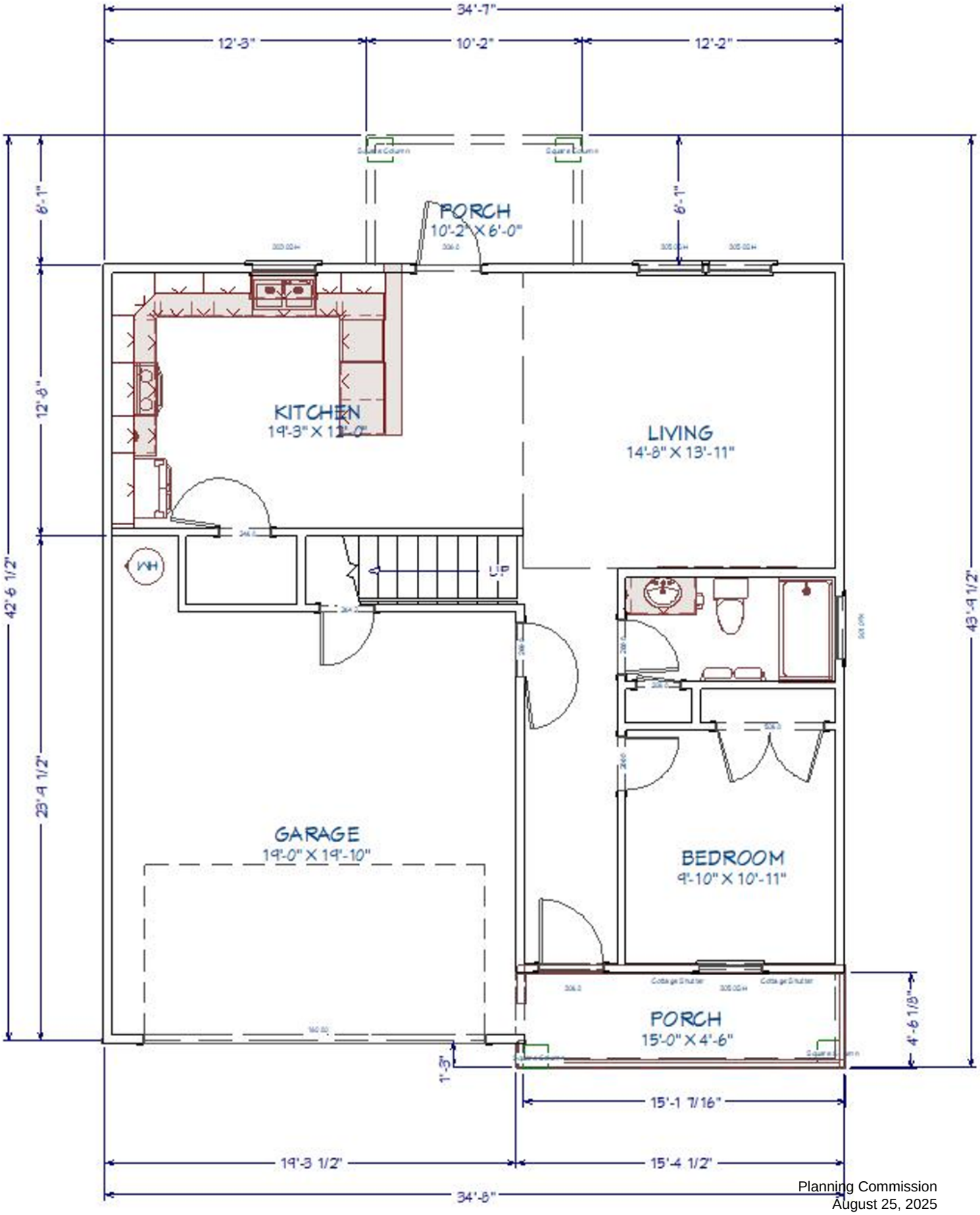


JENNINGS FRONT ELEVATION

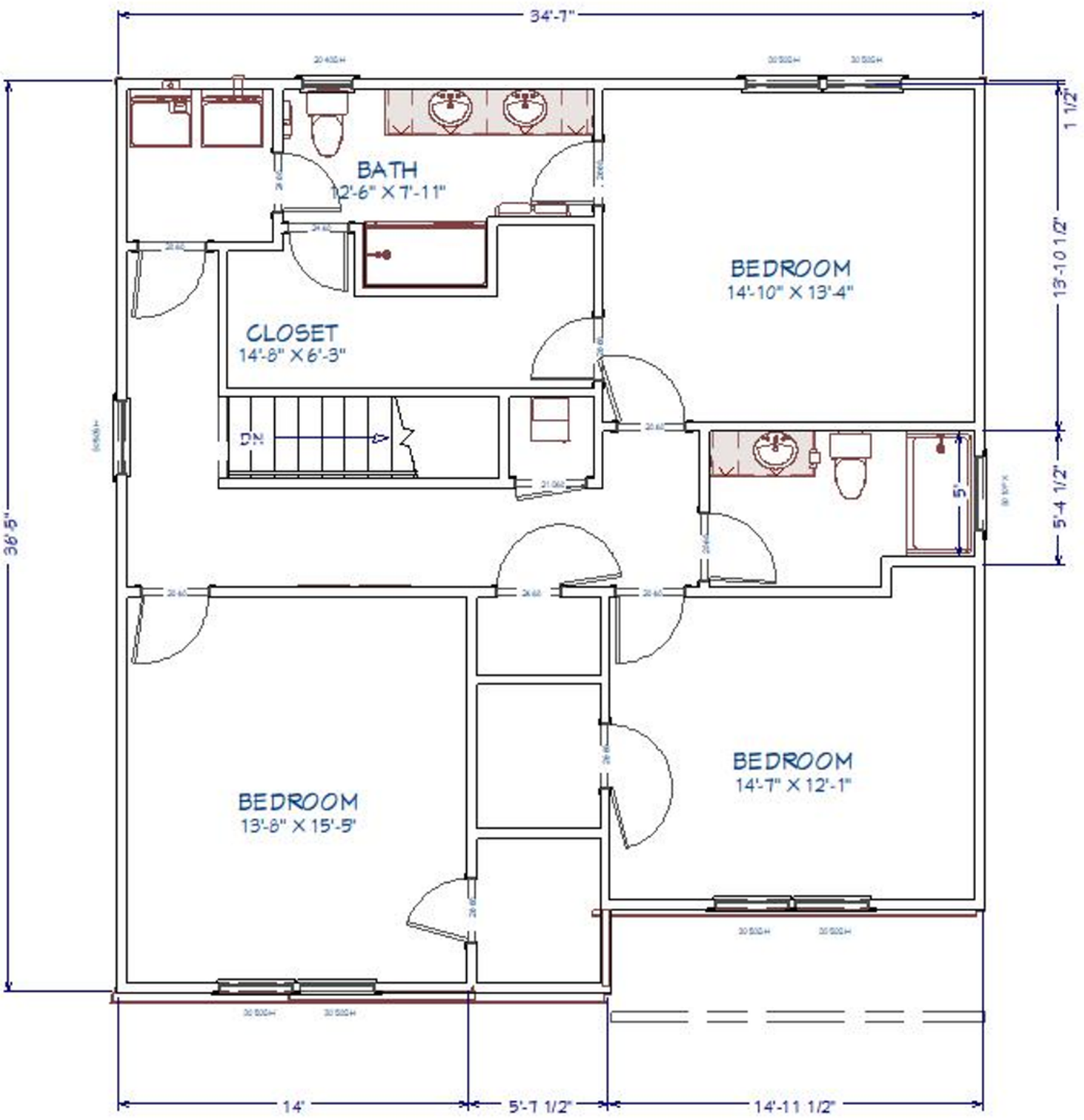


JENNINGS RENDERING

SPENCER (FIRST FLOOR)



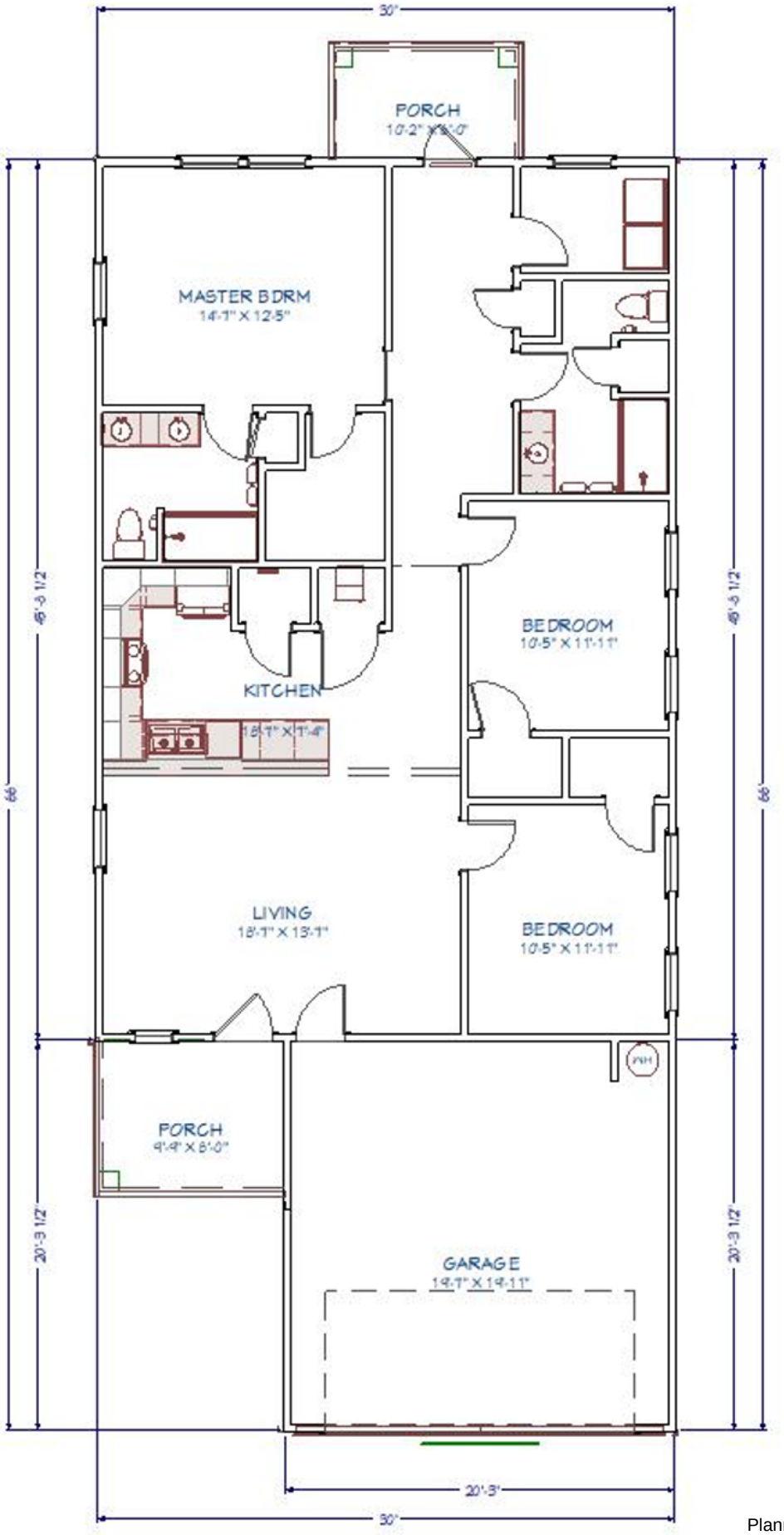
SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

SPENCER RENDERINGS

Warren FLOOR PLAN



WARREN FRONT ELEVATION

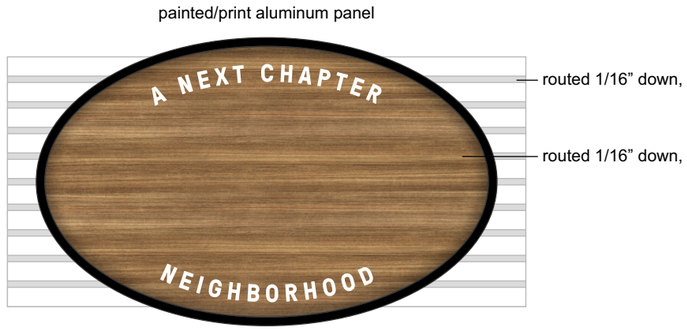
WARREN RENDERING

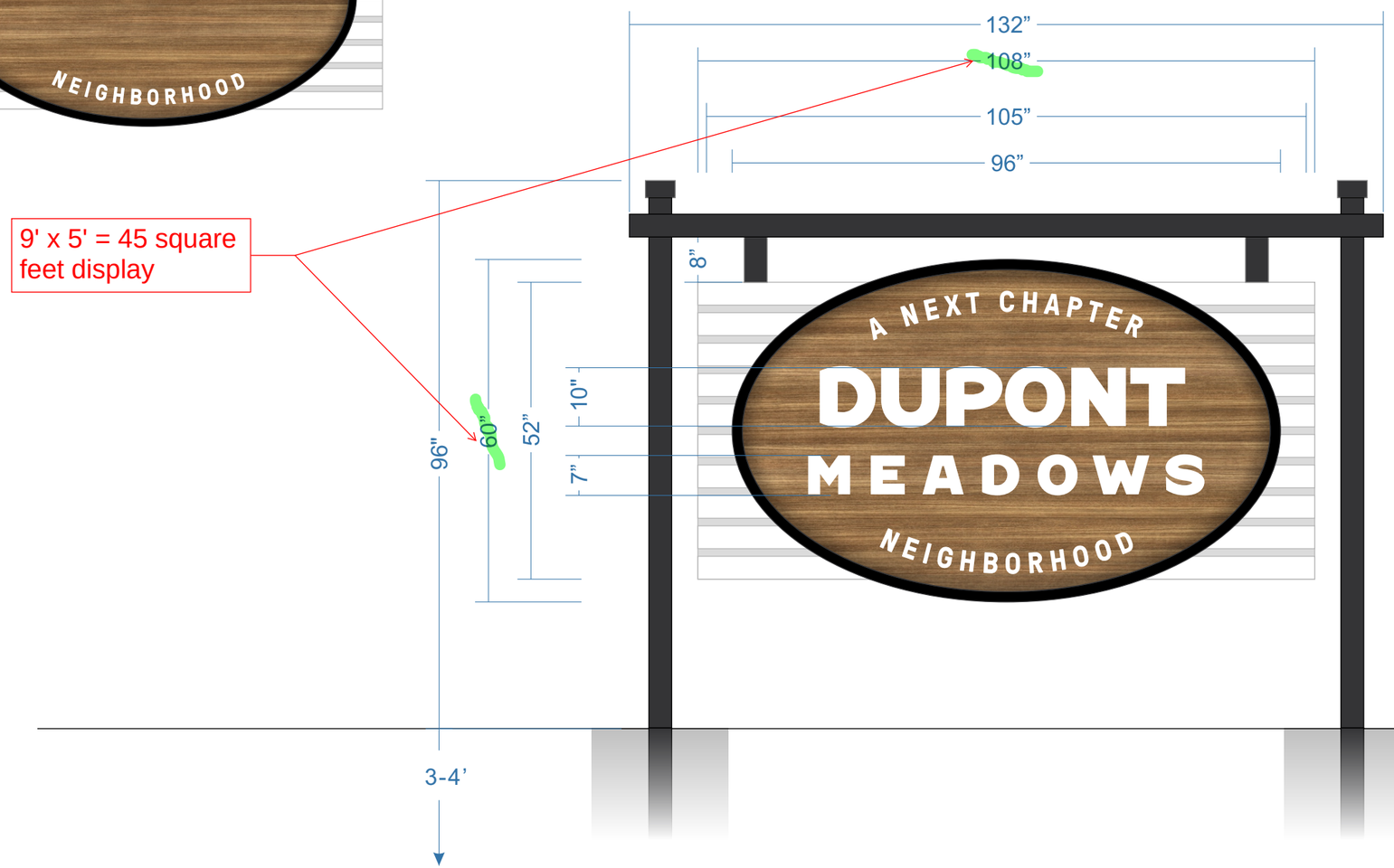
EXHIBIT E
EXAMPLE MONUMENT SIGN

OPTION FOUR
NON ILLUMINATED
DOUBLE SIDED STRUCTURE
SCALE 1/2”=1’

CLIENT TO RUN ELECTRICAL CONDUIT TO MONUMENT SITE

EXHIBIT C - EXAMPLE MONUMENT SIGN





4” Aluminum Post Structure, Painted

Aluminum Panels with routed details
digitally printed wood grain
and “a next chapter...”

1/2”thk FCO Dupont Meadows

Panels mounted to 4” vertical supports

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VICINITY AIMS TO REPLICATE DRAWINGS AS PRECISE AS POSSIBLE,
HOWEVER, FINAL COLOR, TEXTURE, MATERIALS,
FABRICATION/INSTALLATION METHODS
MAY VARY FROM DRAWINGS AND IS TO BE EXPECTED.

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Vicinity
SIGN STUDIO

Project: Dupont Meadows
Location: Fort Wayne, IN
Contact: —
Date: 06|23|2023
Page: 1 of 2
Designer: BJ/AK

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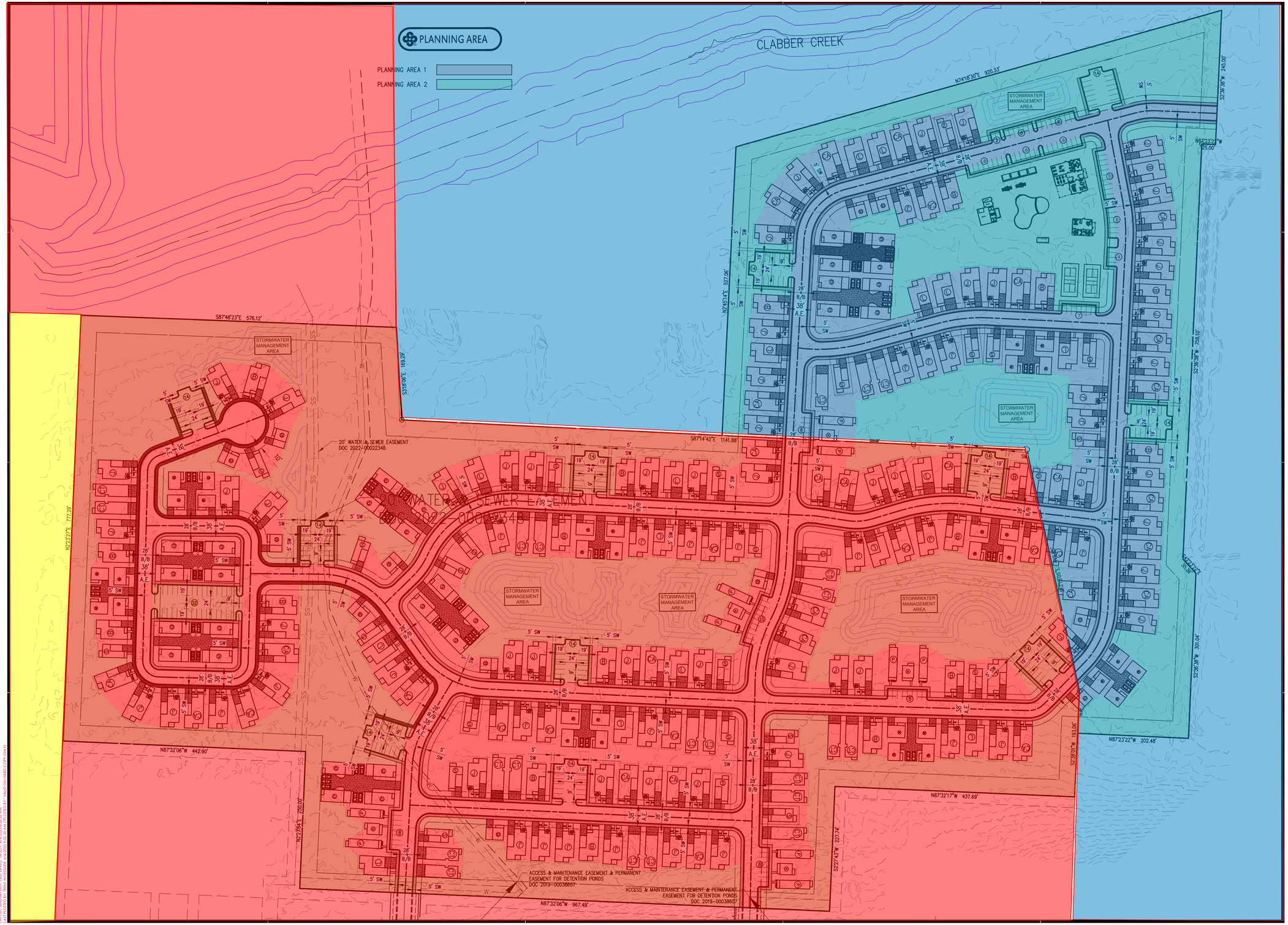
Approval: ☐ APPROVED ☐ APPROVED AS NOTED
☐ NOT APPROVED - REVISE AS NOTED

SIGNATURE DATE



DRAWING: \\EIGHTFORMS.COM\LES\2530700_NEXTCHAPTER_UNDERWOOD\INFRASTRUCTURE\CIVIL\DWG\MASTER PLAN FOR PZD.DWG
LAYOUT: MASTER PLAN - ARCH E1 | XREF: | PLOTTED: 8/4/2025 8:45:25 AM | PLOTTED BY: YVALD ON HARD COPY ONLY

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

- Existing CPZD Zoning
- Existing RSF-1 Zoning
- Existing RSF-4 Zoning

No.	Description	Date

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ...

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EXHIBIT C MASTERPLAN

2 OF 2

Public Comment
PZD-2025-0003

From: Masters, Jessica
Sent: Monday, August 11, 2025 4:15 PM
To: Steve Forsgren <sforsgren@forsgreninc.com>; Planning Shared <planning@fayetteville-ar.gov>
Cc: Bland, Justin <jbland@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

Good afternoon,

Apologies for the delay in response. Thank you for submitting public comment regarding PZD-2025-0003. Staff has received your email, and it will be forwarded to the Planning Commission for their consideration. They will be reviewing this item at their hearing scheduled for 5:30 PM tonight, August 11.

Members of the public are invited to attend either in-person in room 219 in City Hall, or virtually through zoom. Information about how to attend via zoom can be found at this link: https://www.fayetteville-ar.gov/3949/Zoom-Meeting-Instructions

As far as your question, it is currently our understanding that the applicant is proposing for the connection to Deane Solomon to be done with the project. This will provide a second point of access for the project which should lessen the impact on Emil Drive. A more in depth review of traffic would be performed with the entitlement submittal.

Thank you,

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube

Public Comment
PZD-2025-0003

From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Monday, August 11, 2025 3:37 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

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 never received any response for this.

Thanks,

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Friday, August 1, 2025 9:56 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

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.

My main concern would be the addition traffic being generated in an area that at peak times is already stressed along Deane Solomon Road, especially near W Emil & N Shiloh. I read that they are planning to dedicate ROW for a connection to Deane Solomon to the east. Will that connection be constructed as a part of the development or will that be done later?

Thanks,

Public Comment
PZD-2025-0003

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

From: Planning Shared <planning@fayetteville-ar.gov>
Sent: Monday, July 28, 2025 3:33 PM
To: Planning Shared <planning@fayetteville-ar.gov>; Steve Forsgren <sforsgren@forsgreninc.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

Please see their attached submittal document.

https://www.dropbox.com/scl/fo/jdxfxcej3fu2e64ihjgih/ABUqk7AQg-07LhnyWPSc11k?rlkey=wg0cgnme1w8565fcx3fo6pmxv&st=859cvss4&dl=0

Feel free to contact me if you need anything else.

Thank you

Mirinda Hopkins

Development Coordinator

Planning Division

City of Fayetteville

479-575-8267

From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Monday, July 28, 2025 3:14 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Underwood/KTB Limited Partnership

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 received a notice in the mail regarding an item on the 8/11/25 planning commission meeting regarding a residential PZD applied for by Trent Woessner with Crafton-Tull. We own a house in the area and would like to review any information on the proposed PZD/development that you can provide.

Thanks,

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

3000 North 23rd Street

Fort Smith, AR 72904

Office 479.782.1061

Cell 479.353.0504

sforsgren@forsgreninc.com

www.forsgreninc.com

-----Original Message-----

From: MARYE HUCKINS <mjh4ent@aol.com>

Sent: Monday, August 11, 2025 11:34 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Project Proposal : 2569-2551 N. Raven Lane

Public Comment
PZD-2025-0003

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, This is regarding the Project Proposal of a PZD at 2569-2551 N. Raven Lane at Crystal Springs Village . My name is Marye Huckins (and James Huckins). We bought and live at 2994 W. Azurite St. which borders and faces the proposed development of the Craig and Laura Underwood Revocable Trust : KTB limited partnership.

We were told when we bought our retirement home here that said property would not be developed as a housing development, but would stay a Green Space with walking trails. That is the reason we chose this beautiful peaceful spot to live.

We believe that the development will not only bring down the value of our home and other homes in the neighborhood , but it will destroy the Habitat and Environment that is home to many species of birds , including Painted Buntings, Indigo Buntings, Gold Finches, Cardinals, Wrens, kildeer, Hummingbirds and many others. Geese, Ducks and Deer come to use the ponds that border it on the west end. A housing Development would destroy the beautiful trees , green space and their Environment and Habitat.

PLEASE CONSIDER REZONING this as an EXTENSION of the old Razorback Golf Course City Park with walking trails. If not ALL, AT LEAST the west section of this property next to the ponds, to be used as a Green Space Habitat. . Thank you for your sincere consideration ! Sincerely, James and Marye Jones-Huckins

2994 W. Azurite St. Fayetteville, Ar. 72704 (Crystal Springs Village. 479-530-3218.

Sent from my iPhone

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of _____ , 2025, by and between _____, a _____("Grantor") and the CITY OF FAYETTEVILLE, ARKANSAS, [a municipal corporation] ("~~CityCity~~City").

WHEREAS, Grantor is the owner of certain property located in Washington County, Arkansas, Parcel ID Numbers 765-16658-050 and 765-16658-022, as more particularly described on **EXHIBIT A** attached hereto (the "Property"); and

WHEREAS, Grantor intends to construct on the Property a housing development consisting of detached units (the "Project"), which will include certain roadways and walkways across the Property that will provide vehicular and pedestrian ingress and egress between, through, across the property (the "Improvements"), as generally depicted on **EXHIBIT B** attached hereto and more particularly described on **EXHIBIT C**[1] attached hereto (the "Access Easement Areas"); and

WHEREAS, Grantor desires to grant to City a nonexclusive easement for public access on, across and through the Access Easement Areas;

NOW, THEREFORE, in consideration of the above recitals, the Grantor and City agree as follows:

1. Grant. Subject to the limitations set forth in Paragraph 4 and all terms of this Agreement, Grantor hereby grants to City a nonexclusive easement (the "Easement") upon and across the Access Easement Areas for public access for vehicular and pedestrian ingress and egress purposes~~; provided, however, that the public access granted herein shall exclude any vendor or other commercial activities or operations not expressly permitted by Grantor~~. The right of City and the public to use the Access Easement Areas shall not extend to uses inconsistent with Grantor's use and operation of the Property such as loitering~~, vendor or commercial activities~~ or other types of uses that may constitute public or private nuisance or uses prohibited by the Rules and Regulations (as defined below) or inconsistent with any restrictions, covenants and easements of record. Grantor reserves the exclusive right to grant to third parties additional nonexclusive easements or rights within the Access Easement Areas, including, without limitation, for access, recreational purposes and utilities, provided such uses do not unreasonably interfere with the use of the Easement.

2. Construction and Maintenance. Grantor shall construct the Improvements as part of its construction of the Project. Upon completion of construction of the Improvements, City, on behalf of itself and members of the public, hereby accepts the Access Easement Area in its as-is, where-is condition and with all faults. City shall not be responsible for operating or maintaining the Improvements or the Access Easement Areas. ~~Subject to compliance with applicable zoning ordinances, Grantor shall have the right, from time to time and at any time, to place or install amenities on the Access Easement Areas consistent with the use of the Access Easement Areas as set forth herein, at Grantor's sole discretion, and Grantor shall have the right to remove the same at any time and from time to time.~~ Grantor shall at all times maintain the Easement Area in a good, safe, and clean condition~~.~~, which shall be at least consistent with the condition of the public right of ways owned and maintained by the City, and in accordance with all applicable laws, rules, and regulations. If Grantor fails to perform such maintenance and such failure continues for sixty (60) days after written notice from City specifying the

[1] NTD: To be revised depending on whether there will be a separate legal description for the Access Easement Areas.

Blake Pennington [BP1] August 14, 2025 08:49 AM
~~This would prevent an ice cream truck from driving down that unless they had express permission.~~

Blake Pennington [BP2] August 14, 2025 08:49 AM
How do they monitor and enforce this?

Duran, Samantha [SD3] August 21, 2025 09:32 AM
This depends on the circumstance. If someone was loitering or otherwise causing a nuisance then Next Chapter would look to the police to enforce in accordance with the police's typical procedures. If someone was parking in a non-parking area, then Next Chapter would like the ability to boot or tow the car as needed. The intent of this language is to clarify that the easement granted has some appropriate limits so that if a person's car was towed (for example) that person could not point to the easement and state that, as a member of the public, they have the right to park anywhere.

Blake Pennington [BP4] August 14, 2025 08:50 AM
~~What does this mean?~~

Blake Pennington [BP5] August 14, 2025 08:51 AM
Would like to have Public Works look at this language and see how they would interpret this standard.

Duran, Samantha [SD6] August 21, 2025 09:39 AM
Understood. Please feel free to propose any language Public Works feels is appropriate. As the owner and operator of the community, Next Chapter has every incentive to ensure that the roads are well maintained.

Blake Pennington [BP7] August 14, 2025 08:50 AM
Are there rules or regulations on private streets? The only thing I can think of is that we add regulations as conditions to the MSP amendment and PZD.

Duran, Samantha [SD8] August 21, 2025 09:38 AM
That would be acceptable.

nature of the failure or such additional period of time as is necessary so long as Grantor has commenced the cure of such failure within such 60 day period and is diligently pursuing such cure to completion (the "Notice Period"), then City shall have the right, but not the obligation, to perform such required maintenance or repair ("Step-In Rights") and any reasonable costs and expenses incurred by City in exercising its Step-In Rights shall be reimbursed by Grantor to City within sixty (60) days following Grantor's receipt of an invoice and reasonable documentation of such costs. Failure by Grantor to so reimburse shall constitute a material default under this Agreement. If Grantor and the City are unable to agree upon reasonable costs and expenses, then the matter shall be submitted to a third-party engineer for determination whose decision shall be final. The third-party engineer shall be selected by the mutual agreement of both Grantor and the City and shall be paid for by Grantor.

Blake Pennington [BP9] August 14, 2025 08:52 AM
This could just lead to a fight over what is reasonable. And if they fail to make the payment it would require litigation.

Duran, Samantha [SD10] August 21, 2025 09:46 AM
We addressed by having any disputes mediated by a third party engineer paid for by Next Chapter.

3. Public Rights. Grantor shall, at all times, make the Access Easement Areas available for use by members of the public, except for such times as the Access Easement Areas or any portion thereof must be temporarily closed for maintenance or repair, to protect against unsafe conditions (including, without limitation accumulation of snow or ice) or to avoid the acquisition of adverse or prescriptive rights. If the Access Easement Area needs to be closed to protect against unsafe conditions, Grantor will use commercially reasonable efforts to remove or remedy the unsafe condition and restore public access consistent with other roadways, sidewalks and walkways within the Project. Grantor shall have the right periodically (i.e., not more than once a year and not more than 24 hours at a time) to close off the Access Easement Areas in order to prevent the acquisition of any adverse or prescriptive rights by members of the public or other users. Grantor will place appropriate signage indicating closure in advance of such closure, if planned, otherwise immediately upon closure, indicating the duration of such closure, if known, and such signage shall remain in place throughout the closure. In the event of planned closures for maintenance/repair or to prevent the acquisition of adverse or prescriptive rights, Grantor shall also notify the City in writing and shall ensure the notice is delivered to the City at least 3 days prior to the planned closure.

4. Rules and Regulations. The City shall, at all time, have the right to enforce all traffic laws, rules and regulations in and upon the Access Easement Area in accordance with and to the extent permitted by law, including without limitation, AR Code § 27-51-104 (2024). Grantor shall have the right to promulgate and enforce reasonable rules and regulations (the "Rules and Regulations") regarding the use of the Access Easement Areas by the public and shall have the right to enforce such Rules and Regulations in accordance with all applicable laws and governmental rules and regulations, provided such Rules and Regulations have been approved by City, which approval shall not be unreasonably withheld.

Blake Pennington [BP11] August 14, 2025 09:00 AM
What is the enforcement mechanism?

Duran, Samantha [SD12] August 21, 2025 09:49 AM
As discussed above, it depends on the circumstance. If someone was loitering or otherwise causing a nuisance then Next Chapter would look to the police to enforce in accordance with the police's typical procedures. If someone was parking in a non-parking area, then Next Chapter would like the ability to boot or tow the car as needed.

5. Alterations. Grantor shall be permitted to make alterations to the Access Easement Areas. City shall not make any alterations or modifications to the Access Easement Areas without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

6. Run with the Land. City may not assign this Agreement or any of the rights granted hereunder without the prior written consent of Grantor. This Agreement shall run with the Property and shall be binding on Grantor and its respective heirs, successors and assigns.

7. Amendment. This Agreement may be amended only by a written instrument executed by both City and Grantor.

8. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

9. No Joint Venture. No provision hereof shall be deemed to constitute the parties hereto as partners of one another or joint ventures of one another or in any way obligate any party hereto for the performance of any obligation of the other party hereto.

10. Notice. Any notice required under this Agreement shall be in writing, addressed to the appropriate party by first class U.S. Mail or electronic mail at the following addresses:

CITY OF FAYETTEVILLE
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701

GRANTOR
Attn: _____
Address 1
Address 2

[Signature Page Follows]

In Witness Whereof, the Grantor and City have hereunto set their hands and seals on this ____ day of _____, 2025.

GRANTOR:

_____,
a _____

By: _____
Its: _____

By: _____
Its: _____

By:_____
_____, _____

STATE OF _____)
)ss.
_____ COUNTY)

This instrument was acknowledged before me on _____ , 2025 by _____, the _____ of _____, the _____ of _____, the _____ of _____.

_____
Notary Public, State of Arkansas
My commission: _____

This document was drafted by:

_____, Esq.
_____
_____
_____

CITY:

CITY OF FAYETTEVILLE, ARKANSAS,
a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: [City Clerk]

Approved as to form and execution:

_____
Name:
Title: [City Attorney]

STATE OF ARKANSAS)
)ss.
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____ , 2025.

_____
Notary Public, State of Arkansas
My commission: _____

LIST OF EXHIBITS

EXHIBIT A: Legal Description of the Property

EXHIBIT B: Depiction of the Access Easement Areas

EXHIBIT C: Legal Description of the Access Easement Areas

EXHIBIT A

Legal Description of the Property

Part of the Southeast Quarter (SE¼) of Section 32, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 32; thence North 02°23'27" East 1381.39 feet to the point of beginning; thence North 02°23'27" East a distance of 777.29 feet; thence South 87°48'23" East a distance of 576.11 feet; thence South 03°18'06" East a distance of 169.29 feet; thence South 87°14'42" East a distance of 1141.88 feet; thence South 12°18'05" East a distance of 449.85 feet; thence South 02°38'01" West a distance of 193.06 feet; thence North 87°32'17" West a distance of 437.69 feet; thence South 02°27'43" West 227.74 feet; thence North 87°32'06" West a distance of 967.49 feet; thence North 02°27'54" East a distance of 250.00 feet; thence North 87°32'06" West a distance of 442.90 feet to the point of beginning. Containing 33.31 acres, more or less. Subject to any easements of record or fact.

Part of the NW 1/4 of the SE 1/4 of Section 32, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at the SE corner of Section 32; thence North 87°16'59" West a distance of 782.21 feet to the East line of Crystal Springs Subdivision; thence along said line North 02°38'01" East a distance of 1483.34 feet to the point of beginning; thence North 02°38'01" East a distance of 76.97 feet; thence North 12°18'05" West a distance of 449.85 feet; thence North 87°14'42" West a distance of 556.89 feet; thence North 02°45'14" East a distance of 527.06 feet; thence North 74°18'30" East a distance of 920.33 feet; thence South 02°36'38" West a distance of 245.00 feet; thence North 87°23'22" West a distance of 25.00 feet; thence South 02°36'38" West a distance of 758.10 feet; thence South 42°23'22" East a distance of 35.36 feet; thence South 02°36'38" West a distance of 301.04 feet; thence North 87°23'22" West a distance of 202.48 feet to the point of beginning, containing 16.01 acres, more or less and subject to any easement of record or fact. Also known as Lot 4 as shown on Plat Record 024A-00000298.

EXHIBIT B

Depiction of the Access Easement Areas

[See attached]

EXHIBIT C

Legal Description of the Access Easement Areas

[See attached]

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 8/21/2025 10:30:13 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Fayetteville (Underwood and KTB) - Public Access Easement - bp8.14.25 (003).docx	
Modified DMS: nd://4919-3620-2334/4/Fayetteville (Underwood and KTB) - Public Access Easement.docx	
Changes:	
Add	11
~~Delete~~	10
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	21

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF OCTOBER 7, 2025

TO: Mayor; Fayetteville City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessie Masters, Planning Director

DATE: September 25, 2025

SUBJECT: **PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285):** Submitted by CRAFTON TULL for property located on N. RAVEN LN. in WARD 4. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B', and with the following updated conditions of approval:

- Removal of section "A) Zoning Reversion" from the Planned Zoning District booklet.
- Approval of the Planned Zoning District does not constitute approval of any associated development, nor does it constitute approval for any variances to street standards, design standards, or otherwise.

UPDATE:
Following the Planning Commission's August 25, 2025 forwarding of the request to City Council with a recommendation of approval, the applicant revised the Planned Zoning District (PZD) booklet to address the condition of approval that connectivity be maintained through the property as a public street. As a result of this revision the two proposed planning areas were revised in acreage, but not in proposed use as described below:

- **Planning Area #1 (Residential Single-Family) – 27.50 acres:** This area will be developed with residential single-family homes at a maximum density of 7 units per acre.

- **Planning Area #2 (Open Space and Amenities) – 21.70 acres:** Development in this area appears to be limited to stormwater, greenspace, and open space.

In addition to a revised PZD booklet, the applicant provided a narrative letter of revisions, a traffic impact analysis, and an exhibit indicating the proposed public street. Staff's recommendation of approval remains, with associated findings as follows:

Land Use Compatibility: Staff finds that the proposed PZD is compatible with surrounding land uses. The overall zoning density allowances are effectively a downzoning from what could be built there currently under the CPZD district that in certain portions allows up to 24 units per acre of multi-family residential. To the south of the development is an established residential single-family subdivision with public streets that this development proposes to tie in to. The development proposes a density, building type, and use that is compatible with the surrounding areas. The main concern that staff has with the proposal is the applicant's request to install private streets throughout the development. Staff finds that this request runs counter to city goal 3 which states a preference for connected development, and potentially poses maintenance and upkeep issues in the long-term. Staff recommends a condition that connectivity through public streets be maintained to the subdivision to the south, and that the main north/south street throughout the development remain public to connect to the northeast section of the site.

Land Use Plan Analysis: Staff finds that the proposed PZD is aligned with several goals of City Plan 2040 since it would allow for appropriate infill development (Goal 1), and create opportunities for attainable housing (Goal 6) since the developer introduces a unique rental model for the City. The property has an infill score ranging between 2 to 6, which indicates that it is a suitable location for relatively low density development, which the applicant proposes. The developer's proposal to use only private streets does appear to run counter to City Goal 3, but if at least one main connection through the development can be dedicated as public street to avoid leapfrogging maintenance and public access, staff finds that the connectivity goal can be maintained.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-6** for this site. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station #8, 2266 W. Deane Street)
- Near Sewer Main (10-inch along west side of site)
- Near Water Main (8-inch along west side of site
- Near Public School (Holcomb Elementary)
- Near City Park (Underwood Park)
- Near Paved Trail (Clabber Creek Trail)

DISCUSSION:

At the August 25, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a vote of 6-0-1 (Commissioner Cabe recused). The vote was preceded by another item, where the applicant requested to amend the master street plan in the area to provide a private street where a public one would be required. The request to modify the master street plan was ultimately denied by the Planning Commission with a vote of 3-3-1 (Commissioners Werner, Gulley, and Garlock were opposed, and Commissioner Cabe recused). Planning staff recommended denial of that request, finding that public streets generally were preferrable to private streets from a maintenance, enforcement, and access standpoint. Both items had previously been heard at the August 11, 2025 Planning Commission meeting and tabled, and in the interim, the applicant provided updated access easement language that was vetted by the City Attorney's office. While finding that the potential easement was legally defensible, the City Attorney's office also commented on the complexity of managing such an

agreement in perpetuity. While three commissioners voted in favor of the master street plan amendment, those same commissioners ultimately voted in favor of the PZD, with all conditions as recommended by staff. As far as the Planned Zoning District itself, staff and the Commission found that it was compatible from the size, scale, density, and use perspective to the surrounding neighborhoods. One member of the public (the current property owner) spoke in favor of the request.

In the intervening time between Planning Commission and City Council, the applicant has produced an updated PZD booklet that meets one of the conditions of approval that the Planning Commission set forth, which was to provide a public right-of-way that connected to the subdivision to the south and ultimately through to the northeast. This condition satisfies this condition of approval that was recommended by the Planning Commission; staff recommends now another to indicate that approval of this Planned Zoning District does not constitute approval of the overall development.

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

September 18, 2025

Development Services Department
125 W Mountain St
Fayetteville, AR 72701

RE: Next Chapter PZD Revision Letter PZD-2025-0003
CTA Job No. 25301700

Dear Mr. Curth & City Councilmembers,

Please let this letter serve as a summary of the revisions to the Next Chapter PZD-2025-0003. We incorporated the public streets onto the site, according to the Planning Commission's condition of approval. All these changes below are an effect of the public street revision.

1. Exhibit B
   a. Planning Area 1 increased from 26.84 acres to 27.50 acres. And, Planning Area 2 decreased from 22.36 acres to 21.70 acres. The additional acreage was added to Planning Area 1 because the public street section is wider than the private street section.
   b. Roadways connecting to Crystal Springs subdivision and along the roadway that leaves the site on the northeast corner to eventually connect to Deane Solomon. See the 52' R/W labels on these streets, indicating the public road width per MSP for a residential link.
   c. Previously the only property lines to measure setbacks from on site were the perimeter property lines to adjacent properties, which all have a 30' setback. Now that there's public right of way lines to measure setbacks from on the interior of the site, see revisions to the setbacks for Planning Area 1 adjusted as follows:
      i. Front setback reduced to 10' (to allow for units fronting public right-of-way to remain as located).
      ii. Side setback where adjacent to R/W adjusted to 10'. (Only a couple units whose side setback is next to public right-of-way, adjusted to allow those units to remain where located.
2. PZD Booklet:
   a. Zoning Chart Planning Area 1
      i. Max density increased to 7 units/ac. Previously our max was 6 units/ac. Because right of way land was added to the site, this reduced the total amount of residential land to be available for the units. The denominator of the density count got smaller, but the numerator (number of units) stayed the same. This caused our density to be between 6 and 7 units/ac. Therefore, incase staff interprets unified development code that density calculation has to exclude public right of way land, then we are still covered.
      ii. Front and side setbacks, as discussed above.
   b. Language throughout PZD that discussed street layout and roads was revised to mention that we have two public streets on site now.
   c. Some of the language arguing in favor of the private roads, in the beginning of the booklet, was removed because we don't need to sell the private roads as much since we agreed to meet planning commission's condition of approval.

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If you have any questions or concerns, I'm happy to discuss them with you over the phone at 479-878-2475 or via email at trent.woessner@craftontull.com. Sincerely,

Trent Woessner, P.E., Civil Project Engineer

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

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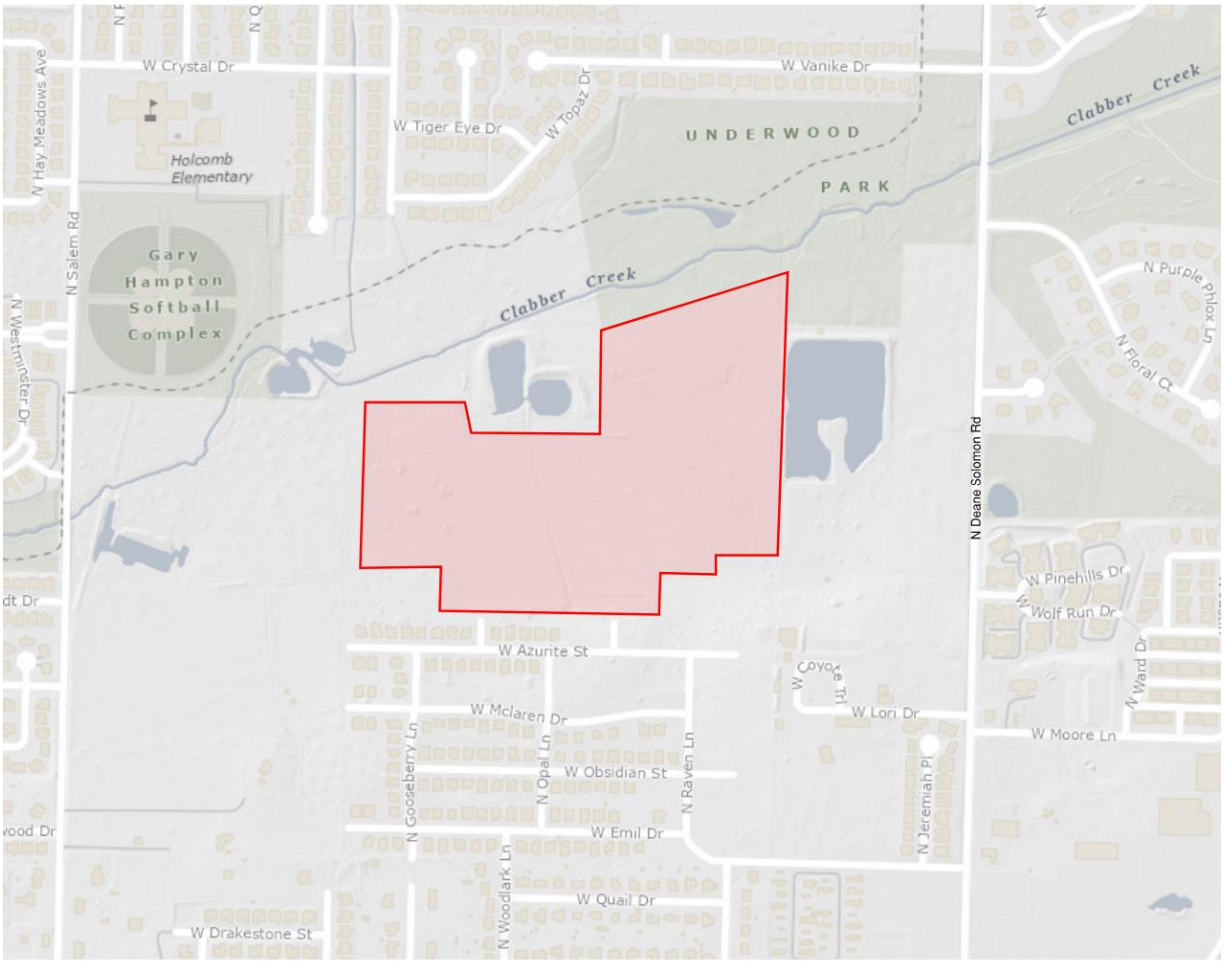
A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

B) Current Ownership:
The 49.2-acre property consists of two parcels: the 33.1-acre parcel is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, and the 16.1-acre parcel is owned by KTB LIMITED PARTNERSHIP. The developer pursuing the PZD is Next Chapter Holdings, LLC. Next Chapter Holdings, LLC has entered into a Purchase Agreement on both parcels from the current ownership.

All three parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Numbers 765-16658-050 and 765-16658-022. This location is south of Clabber Creek, west of N Deane Solomon Rd, and east of N Salem Rd. See vicinity map below for location:



C) Project Summary of Scope, Nature, & Intent:
The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots for each unit. However, due to the required, new, public roads bisecting the site, three new resulting parcels will be created. Each parcel will be owned by Next Chapter Holdings, LLC, or a subsidiary of. The PZD herein sets a density

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requirement of 7 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

D) General Project Concept:

1) Street & Lot Layout

The site will contain a network of internal private and public streets.. The two public streets will connect to two existing residential link streets (N Carnelian Ln & N Raven Ln) to the south and one neighborhood link street (N Deane Solomon Rd) to the northeast. The two public streets will conform to page 142 of the 2040 MSP Modified Residential Link section. Additional modifications to the Residential Link section to remove the required parking lanes have also been utilized. Please see Exhibit C for the proposed typical sections for public and private streets.

Public Right-of-way is only dedicated on two streets, as requested by City planning staff's condition of PZD approval. See Exhibits B & C for the location of the two public streets on site.

As requested by City planning staff, Next Chapter has agreed to provide two public streets on the site.

The public streets will completely conform to the City Minimum Street Standards, 2020 edition. In addition to the public connections at N Raven Ln & N Carnelian Ln, a third access point will be extended to the east through adjacent property with right-of-way dedication, eventually connecting to N Deane Solomon Rd. N Carnelian Ln & N Raven Ln will also continue through the Next Chapter development site in the form of public residential links. No alleys are proposed.

The intended connectivity discussed in the City Plan 2040 is provided on this site with vehicular and pedestrian access. Next Chapter proposes several pedestrian connections to the adjacent Underwood Park, which makes this development even more connected than typically found in other traditional single family or multi-family developments.

Each unit will be front-loaded, and a vast majority of all units will have their own garage (90% or more). There are ample guest and overflow parking spaces provided evenly throughout the development. The table below shows the number of parking stalls broken down by unit type, row parking, and parking pods.

	Number of Units	Number of Parking Stalls
Units w/ 1-car Garage (each includes 1 garage and 1 driveway parking stall) (Cherry, Maple, Hamilton, Dearborn, Jennings)	204	408
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	72	288
Row Parking along Street	N/A	77
Parking Pods	N/A	112
Total Parking Spaces		885
Total Unit Count		276
Average Parking Density per Unit (Spaces/Unit)	3.21	

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2) Site Plan Showing Proposed Improvements

A concept site plan is included in Exhibits B & C of this booklet.

3) Buffer Areas

There is one streamside buffer area located in the northwest corner of the development, where the Clabber Creek floodplain crosses the corner of the property. The 30ft perimeter setback also provides a vegetative buffer around the entire site.

4) Tree Preservation Areas

Tree preservation on site will be located along the existing utility easement that runs north/south across the property. Additionally, select trees can be preserved within each of the proposed stormwater management areas. Tree preservation requirements within the PZD will adhere to the 25% minimum canopy requirement as codified in the UDC Chapter 167. Tree preservation areas and the amount of canopy to be preserved will be noted on the development plans. Should the existing canopy on-site be less than this requirement, then this percentage will be either preserved or mitigated for, in accordance with UDC Chapter 167. Preliminary calculations show that 10.4% of the site has existing canopy. Existing Trees within Planning Area 1 will be removed and mitigated. Tree preservation will be a priority in Planning Area 2, with common spaces and drainage designed around preservation, pending any potential grading and earthwork constraints. Additionally, the existing Underwood ownership has given permission for mitigation trees to be planted offsite on their adjacent property to the north and east. This area has been dedicated as land for Underwood Park. The applicant will seek direction and approval from the City regarding the potential planting of any mitigation trees within this Underwood Park area.

5) Stormwater Detention Areas & Drainage

Stormwater facilities will likely include multiple detention ponds to be provided within the development, located in the centralized open spaces. Also, there are three adjacent existing wet detention ponds to the north. The Underwoods ownership has granted permission for the proposed development to utilize these adjacent ponds for detention storage volume. The drainage report provided with future LSD submittal will further detail the proposed system and how it will convey stormwater. The report will also include the water quality features such as but not limited to: pervious pavers, bioswales, bioretention forebays, infiltration trenches, hydrodynamic separators, etc.

6) Undisturbed Natural Areas

The northwest corner of the site contains a riparian tree grove that will be preserved. Additionally, there is a dense tree grove in the center of the 16.1-acre commercial PZD property. Next Chapter Neighborhoods feels strongly that this grove should be preserved as much as possible, through open space in Planning Area 2.

7a) Existing & Proposed Utility Connections & Extensions (Sanitary Sewer)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public sanitary sewer main. The sewer main and all sewer services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the sanitary sewer details at the time of LSD permitting. The development's sanitary sewer main will drain from the east to west connecting to the existing 10" PVC sewer main that flows north out of the site at the intersection of 54th Street and Wedington. This existing main increases to 12" as it crosses Clabber Creek, then immediately ties into an existing 48" FRP sewer main. The City has indicated there is adequate capacity in the existing system, pending the submission of an on-site sewer capacity study.

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7b) Existing & Proposed Utility Connections & Extensions (Water)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public water main. The water main and all water services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the water details at the time of LSD permitting. The development's water main will be connected to the existing 8" main that runs north/south through the site and will also be connected to two existing fire hydrants. One of those hydrants is on the south side of the property at the N Raven Ln existing stub-out. The other hydrant is located on N Deane Solomon Rd, whose connection will require right-of-way dedication through adjacent properties. The City has indicated there is adequate pressure in the existing system, pending the submission of an on-site water distribution system study.

8) Development & Architectural Design Standards

Base architectural design standards for the homes will be similar in nature and character to those unit types attached in Exhibit D. These unit types highlight potential options for a medium density configuration, while also conveying materials and prominent features of potential housing within any future development. The developer may build different house plans if they generally conform to the material and roof form of the included drawings. The developer may elect to vary house exterior color. The unit designs do generally conform to the architectural design standards from UDC 166.23(D) but will have some slight variations. That is why we have included the homes in Exhibit D, for clarity and ease of reference.

E) Proposed Planning Areas:

Proposed planning areas for this development will include:

Planning Area 1 (Single Family Detached Homes) – This area will encompass any residential units, private and public streets, parking pods, and uses where single family structures are proposed. This area will have a front separation or setback where the garage façade of the residential units shall be at least 19' from the back of sidewalk for the units that are fronting streets. The back of sidewalk represents the City right-of-way on public roads and also the public access & utility easement on private roads.

Planning Area 2 (Non-Residential Uses) – This area will encompass all the detention, drainage features, natural green space areas, and the recreational & amenity features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, and encompass all common and recreational areas for the development. Open space will be accessible for residents to use through a sidewalk network via the master street plan, such that residents can use common open space for outdoor and recreational uses.

F) Proposed Zoning Standards:

Planning Area 1 - Residential Zoning District:

(a) Permitted Use Units:
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 41: Accessory Dwelling Units
Unit 44: Cluster Housing Development
Unit 46: Short-term rentals (Type-1 Only)

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

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Unit 4: Cultural and recreational facilities
Unit 26: Multi-family dwellings
Unit 46: Short-term rentals (Type-2 Only)

d) Residential Density and/or Nonresidential Intensity: 7 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: No Minimum
e) Lot area minimum: No Minimum
h) Height regulations: 2 stories
i) Building area: less than 35% of total property area (total = 49.2-ac). Minimum buildable private street frontage: 33% of envelope width (for only those units fronting Private Streets).

Site Planning:
j) Landscaping: Landscaping shall generally conform to Chapter 177 of the Unified Development Code.
k) Parking: Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC. Guest and overflow parking spaces will be available throughout the development in parking pods and street-adjacent row parking, as shown in Exhibits B & C. It should be noted that on-street parallel parking will not be allowed. Parking pods of 5 spaces or greater will conform to UDC 177.04 Site Development and Parking Lot Landscape Standards. Resident parking spaces are provided for each unit in the form of garage and driveway spaces.
l) Architectural Design Standards: Base architectural design standards for homes are included in Exhibit D. Single-family homes shall be generally similar in nature and character to these plans and images as shown in Exhibit D.
m) Signage: Non-commercial signage shall be allowed under Chapter 174 of the UDC. No internally illuminated signs are allowed. However, monument signs at each entrance to the development will conform to the majority of the requirements in UDC 174.10(B). Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used.

Planning Area 2 – Non-residential Zoning District:
(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 4: Cultural and recreational facilities

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

c) Residential Density and/or Nonresidential Intensity: 0 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: None
e) Lot area minimum: None
h) Height regulations: 2 story maximum
i) Building area: None

Site Planning:
j) Landscaping: Landscaping shall generally conform with UDC Chapter 177.

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k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.
l) Architectural Design Standards: Architectural design standards shall mimic building and development requirements within UDC for the amenity buildings.
m) Signage: Subdivision Entrance Signage is allowed within this Planning Area but shall be applied by separate permit. No other signs shall be allowed, except as approved by the Property Owner.

*By right, common mailbox units shall be allowed within Planning Area 2.

**Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

G) Zoning Charts:

Planning Area 1 (Residential Zoning District):

Below is a chart comparing Planning Area 1 (Residential Zoning District) within this PZD versus City of Fayetteville current RSF-4 & Underwood Commercial PZD of the property:

Regulation	**EXISTING RSF-4**	**EXISTING Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 1**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 8, 9, 10, 41, 44, 46 (Type-1)
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3, 4, 26, 46 (Type-2)
Front Setback	15'	15'	10’
Side Setback adjacent to Public Right-of-Way	5'	5'	10'
Side Setback Other Uses	5'	5'	30'
Rear Setback adjacent to Single Family	15'	15'	30'
Rear Setback Other Uses	15'	15'	30'
Density	4 units/acre	24 units/acre	7 units/acre
Min. Lot Width	70'	None	N/A
Min. Lot Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	N/A
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	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.	On the entire 49.2-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 49.2-acre subject property area.

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Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	3.21
Tree Preservation Min. Canopy Preservation	25%	20%	25%

*All front setbacks are from the public right-of-way. All rear and side setbacks are from the perimeter property line for each of the three proposed parcels, except for a few units whose side abuts public-right-of way, as shown with 10' side setback adjacent to right-of-way in the table above. A 30' building setback around the entire perimeter of the property is included.

Please see the additional table below which compares the physical unit separations to the existing zoning's setbacks. Also, the proposed residential envelope's minimum width & area are compared to the existing zoning's minimum lot width & area. The applicant understands the nature of the internal design and layout of the development may be confusing – as there are no internal property lines to measure technical setbacks from (except for the public right-of-way lines)– therefore the following additional table has been provided in hopes of clarifying the proposed internal building and unit spacing. These additional comparisons are intended to remove any doubt and show how the site's internal layout will be regulated through the proposed PZD.

	Existing Comparable Internal Setback, Lot Area, or Lot Width		
Internal Unit Spacing/Size Regulation	Existing RSF-4	Existing Underwood Commercial PZD Planning Area 1	Proposed PZD Planning Area 1
Min. Front Separation	15'	15'	10 (to outside edge of sidewalk)
Min. Side Separation	5' setback (10' between buildings)	5' setback (10' between buildings)	5' setback (10' between buildings)
Min. Rear Separation	15'	15'	10'

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Planning Area 2 (Non-residential Zoning District):

Below is a chart comparing Planning Area 2 (Non-residential Zoning District) within this PZD versus City of Fayetteville RSF-4 & Underwood Commercial PZD of the property:

Regulation	**RSF-4**	**Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 2**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 4
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3
Front Setback	15'	15'	30'
Side Setback adjacent to Single & Two Family	5'	5'	30’
Side Setback Other Uses	5'	5'	30’
Rear Setback adjacent to Single Family	15'	15'	30’
Rear Setback Other Uses	15'	15'	30’
Density	4 units/acre	24 units/acre	0 units/acre
Min. Lot Width	70'	None	None
Min. Lot Area	8000 ft^2 for Single-family dwellings, and 12,000 ft^2 for Two (2) Family dwellings	6000 ft^2 for Single-family, 6500 ft^2 for Two (2) Family, 8000 ft^2 for Three (3) or more family	None
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	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.	None

**By right, common mailbox units shall be allowed within Planning Area 2.

***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

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H) Analysis of Site Characteristics:
The existing 49.2-acre site is primarily grass with dense tree canopy in three areas: west side, south property line, and center/north area of the site. The eastern parcel of the site was previously apart of the old Razorback Golf Course. The western parcel of the site was previously used for hay harvesting. This site is generally sloped from south to north with ~5% slope along the southern boundary and ~1-2% slope in the center and north areas of the site as you approach Clabber Creek.

There are three point discharge locations where offsite stormwater flows onto the site, and travels through the site in a channelized condition. Each of these locations will be captured and conveyed to the proposed detention areas. Additionally, the Underwoods ownership has granted permission for the proposed development to use the existing wet ponds, adjacent to the north and east, for detention volume, if needed.

A flood study (No Adverse Impact Letter & Analysis) and wetland delineation study will provided upon first LSD submittal, as required by the City of Fayetteville engineering department. City GIS mapping shows most of the site contains hydric soils. The Master Plan in Exhibit C shows preservation of potential WOTUS wetland and channel areas, and the maximum disturbance to the WOTUS will be less than 0.5-acres to stay within USACE Nationwide Permitting requirements and therefore not trigger a USACE Individual Permit. The 100-yr floodplain crosses the northwest corner of the site. There are no known manmade hazards.

I) Recreational Facilities:
The future development of this property will have open space pockets that are a central design feature. The open spaces will have pedestrian access from all directions with an inner sidewalk and/or soft surface trail. The recreational facilities within these open spaces includes the following but is not limited to: dog park, community garden, internet café, business center, fitness center, pool, and pickleball courts. A walking trail network throughout the internal greenspace will be provided, and the network will connect pedestrian access to the adjacent Underwood Park at multiple locations along the subject property boundary. See Overall Site Plan included in Exhibit C, which shows an aerial view of the site and the adjacent trail system for Underwood Park and Clabber Creek multi-use trail.

J) Reason for Rezone Request:
The portion of the subject property currently zoned RSF-4 allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70'. The portion of the subject property currently zoned Commercial PZD, per the Underwood Development PZD approved booklet, allows 24 units per acre, per Ordinance 6334.
Due to the developer's desire to create a more compact, walkable, open-space driven design, the developer is requesting a PZD that allows for unique character of the proposed development. It should be noted that the density being requested of 7 units/acre over the entire property in question will result in the reduction of 243 total units across the existing two properties (see section K, below). The concept site plan, as shown in Exhibits B & C of this booklet, is based on 32' wide envelopes, but allows the developer to create bigger or smaller envelopes, depending on their preference at the time of development. However, the minimum spacing between single family structures shall always remain at 10' minimum. A Planned Zoning District (PZD) was the method chosen to do this for one reason.

1. Other base zoning classifications could've been requested, but due to the unique character & nature of the development, it would result in assortment of variances and deviations. This is why the developer has proposed a Planned Zoning District which allows for single family detached rental units with a zoning density of no more than 7 units per acre. Other zoning

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districts (Multi-Family, Community Services, Residential Intermediate-Urban, etc) could allow for a similar flexibility to what is being proposed here, but not without it seeming like the developer was building multi-family apartments or an overly dense development. This is not their desire nor how they wish for the public, Commission, or Council to see this request as. It is their intent to build smaller single family detached rental units with a zoning density of no more than 7 units per acre.

K) Relation to Existing and Surrounding Properties:
Crystal Springs subdivision to the south is zoned RSF-4, allowing 4 units/acre. The Underwood Commercial PZD to the east allows 24 units/acre. The undeveloped parcel to the west is zoned RSF-1, allowing 1 unit/acre. The subdivisions surrounding Holcomb Elementary to the north are a mix of RSF-4 and RSF-8, allowing at most 8 units/acre. This development, being medium density residential at 7 units/acre, will serve as a transitional use between surrounding neighborhoods while still conforming to the general residential uses within the area. The existing RS-4 zoning on the 33.1 acre parcel currently allows for 132 units to be developed. The existing PZD zoning on the 16.1 acre parcel currently allows for 386 units to be developed. The total number of units allowed by-right as an aggregate on both of the existing parcels is 518 units. The Next Chapter Development proposal would reduce the total allowed unit count to 321 units – or a reduction of 197 units.

This development will have public street connections to the south on N Carnelian Ln & N Raven Ln, which are existing stub outs for the Crystal Springs subdivision. This development will also have a public connection to N Deane Solomon Rd to the east via right-of-way dedication through adjacent properties. Traffic within this development will have egress/ingress from N Carnelian Ln, N Raven Ln, & N Deane Solomon Rd.

All signage shall mimic UDC Chapter 174. At least 2 monument signs will be constructed for the neighborhood entrances. Non-commercial signage shall be allowed under Chapter 174 of the UDC. No illuminated signs are allowed. The maximum surface area for each monument sign shall not exceed 45 square feet, see Exhibit E for an example monument sign of this display size.

L) Compliance with Fayetteville's Comprehensive Land Use Plan.
Fayetteville's Future Land Use Plan calls this area to be Residential Neighborhood, which offers a wide variety of housing types, with highly connected, compact blocks with gridded street patterns. This Planned Zoning District is in compliance with that, as it allows a wide variety of single-family housing units with no minimum lot width or size. Two to four family dwellings are also allowed with this Planned Zoning District. This development is connected to the existing subdivision to the south and to the future mixed-use development to the east for the Underwood Commercial PZD, as well as internally, with the open space being a central focal point.

Below are the six 2040 City Plan goals and how this development aligns with them:

<u>Goal 1: We will make appropriate infill and revitalization our highest priority.</u>
This site is an infill project, between two existing residential developments. This project connects vehicles and pedestrians throughout this area in a logical and concise manner. Single-family residential use on this site compliments the context and character of the existing neighborhood to the south of the site, while obtaining the density needed to promote affordable housing in the region.

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Goal 2: We will discourage suburban sprawl.
This development would not be considered suburban sprawl having high and medium density neighborhoods surrounding it. This development connects the two existing developments, extends vehicular and pedestrian access through this site and surrounding sites to local parks and amenities (i.e. Underwood Park, Gary Hampton Softball Complex, Wilson Springs Preserve, Holcomb Elementary). This Planned Zoning District has a density that is less than the future Commercial PZD 24 units/acre density, while also being a concise development which minimizes public street construction and centers on an internal open space for residents to enjoy.

Goal 3: We will make traditional town form the standard.
This development meets this goal by being a compact and dense subdivision thus being able to preserve open space and trees, having interconnected streets and sidewalks, and minimizing the unit's front façade separation from the sidewalk, while still providing one parking stall in each driveway. This will keep the units close to the street to mimic traditional town form.

Goal 4: We will grow a livable transportation network.
This development will promote walkability and bicycling by having interconnected tree-lined streets, and sidewalks. Fayetteville's Clabber Creek trail is adjacent to this development, just north of Clabber Creek. The existing Underwood Park is directly adjacent to the northeast. Residents of this development will be able to access the Underwood Park trail system at multiple locations around the eastern, northern, and southern perimeters of the site. The students and faculty of Holcomb Elementary and any citizen who uses the Gary Hampton Softball complex for sports can use the Clabber Creek multi-use trail and/or public sidewalk network to access their home in this proposed development. If public transportation decides to extend west, this development will provide connection with surrounding neighborhoods thus making bus stops more accessible.

The City Plan 2040 clearly states a plan to create compact, complete, and connected development. These privately owned & maintained streets with public access & utility easements dedicated over them will meet that plan for the following reasons:

1. Pedestrians will have multiple direct access points to the adjacent Underwood Park trail system.
2. Pedestrians have less than 0.20 miles access from site to the Clabber Creek multi-use paved trail to the north.

Goal 5: We will assemble an enduring green network.
This development will meet this goal by preserving trees and open space. Streamside protection measures will be along Clabber Creek at the northwestern corner of the property. Additionally, the proposed development will consist of tree-lined streets, interconnected sidewalks, and will connect to the Clabber Creek multi-use trail and Wilson Springs Preserve, which are both adjacent to the development.

Goal 6: We will create opportunities for attainable housing:
This goal will be met the developer providing a mixture of housing sizes and unit types. This mixture will allow some of the homes to be more affordable than the average single-family dwelling. Additionally, the homes will be rental units and therefore more financially attainable than the average single family private lot.

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M) Traffic Study

A Traffic Impact Analysis study has been prepared for the site, dated June 2025. The study was prepared by Traffic Engineering Consultants, Inc., which concluded that "*no traffic control or geometric roadway improvements are necessary as a result of the proposed site traffic to continue operating at acceptable levels-of-service both now and in the future*".

N) Impact of City Services

An 8" proposed water main will be extended throughout the site to serve all residential units, and will connect to the existing 8" water main. An 8" gravity sanitary sewer main will be extended throughout the site to serve all residential units. The internal gravity main network will drain into the existing 10" PVC sewer main, which increases to 12" as it flows north and crosses Clabber Creek. Initial discussions with city staff stated sanitary sewer capacity, water pressures and flows should not be a concern, as long as on-site water pressure and sanitary sewer capacity studies are provided at the time of LSD submittal.

Emergency services, police and fire, will be able to serve houses by the streets throughout the development. The proposed site's access separation distance, per 2021 Arkansas Fire Code, Appendix D, Section D104.3, is at least half the longest diagonal distance of the site. The longest diagonal distance, from NE corner to SW corner of the site, is approximately 2,500 feet (thus required minimum separation distance is 1,250 feet). The two proposed N. Raven Ln access points on site are separated by approximately 1,682 feet. At the time of LSD submittal, the site's phasing plan will make sure to include both N. Raven Lane access points within Phase 1, to ensure the minimum separation distance is met.

Fire hydrants will be installed strategically throughout the development, and the streets will have 26' width required for a fire truck, or a bump-out fire apparatus access pad at each hydrant location if the street is less than 26' wide from face of curb to face of curb. As drawn in Exhibit C, the width of the roads is 27' FC to FC and 28' BOC to BOC. The City's commercial trash & recycling truck program will pick up the waste weekly from each unit.

O) Conceptual Description of Development Standards

The proposed PZD will set forth development standards and conditions aimed at encouraging harmonious development, ensuring continuity in development, enhancing the appeal and practicality of the area as a residential space, overall, elevating the community.

1) Screening and Landscaping:

Landscaping for this development will generally conform with UDC Chapter 177. Residential units shall have a consistent foundation and high-quality design at the front of the house and throughout the development. Native material and high-quality design are encouraged for new construction of homes. A basic landscape plan will be submitted with building elevations and floor plans. There will be no vegetative screening between the units; however, the entire perimeter of the site will have a landscaped screening buffer within the 30' building setback.

2) Traffic and Circulation:

This development will provide connectivity for surrounding neighborhoods and create another route of egress/ingress thus alleviating traffic congestion within existing subdivisions. The private internal streets will be privately owned & maintained The public internal streets will conform to the typical section requirements for a Residential Link. Also, right-of-way will be dedicated for the portion of N Raven Ln that crosses adjacent properties to the northeast, connecting to N Deane Solomon Rd.

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3) Parking Standards:
Parking standards will meet City of Fayetteville Minimum Street Standards where on-street parking and parking spaces are to be proposed. Parking will be available in garages and driveways at each residence as well as on-street and within parking pods, where allowed by this planned zoning district and the master street plan. See the parking count and breakdown by unit type, in Exhibits B & C. There are approximately 3.21 parking spaces per unit.

4) Perimeter Treatment:
This development is compatible with adjacent developments and proposes to meet the future land use map. The perimeter treatment will be a 30' building setback.

5) Sidewalks:
Sidewalks will be provided throughout the development and along Residential Link private & public streets. These will connect to the adjacent Underwood Park walking trails and the internal greenspace trails.

6) Streetlights:
Streetlights shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric cooperative and meet UDC code 166.04(B)(3)(g).

7) Water:
Water mains and services shall be provided for each dwelling and residence. Water mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.

8) Sewer:
Sewer services shall be provided for all dwellings and buildings. Sewer mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any meters and service lines.

9) Street and Drainage:
The technical design and physical construction of the private streets will generally conform to the City Minimum Street Standards, 2020 edition, whereas the public streets will completely conform. The private streets will be privately owned & maintained. Please see Exhibit C for the proposed residential link public & private typical sections. Street design shall be reviewed by the Engineering department of the City of Fayetteville. Drainage and storm design will be provided with a drainage report at time of LSD submittal. This report will comply with all minimum standards 1-4 of the City's Drainage Criteria Manual. Detention volume will be located on-site, as well as within existing adjacent wet ponds. Water quality features such as bioretention cells, bioswales, and pervious pavers will filter and treat the stormwater before entering the detention system. Drainage and storm design will be reviewed by the Engineering Department of the City of Fayetteville.

10) Construction of Nonresidential Facilities:
Non-residential facilities are not proposed within this development apart from the leasing office building and park bathroom located in the Planning Area 2 open space.

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11) Tree Preservation:
Tree preservation plans and landscape plans will be required and submitted once development begins on a Large Scale Development application and development plan is submitted. The intent is to preserve as many trees as possible in Planning Area 2. Planning Area 1 will have no preservation. Mitigation will be shown in Planning Area 2. Per UDC 167, the existing canopy percentage will be preserved as much as possible, and the remaining percentage will be mitigated for on and/or off-site.

12) Architectural design standards:
Architectural design standards have been attached to this application as Exhibit D. Residential buildings must be consistent with the style and look of examples set in Exhibit D. Houses may be larger or smaller, but will have the same general look as attached in Exhibit D. The units are designed to meet the majority of the Architectural Design Standards from UDC 166.23 (D).

13) Lot Design Standards:
For all units, the façade facing the street has clearly defined front door and windows. For facades that front more than one street, only one façade is required to have a front door and window. The garage opening widths are less than 50% of the principal façade length, unless the house has a second story with windows facing the street (i.e. Hamilton, Jennings unit types).

13) Propose signage:
The developer intends to build one monument sign at each of the entrances to the neighborhood. This is allowable by right in Planning Area 2, as is the common mailbox unit. Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used. Each monument sign will generally conform to UDC 174.10(B).

14) View Protection:
View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.

15) Covenants, trust, and homeowner association:
There will be no homeowner's or property owner's association with this development. The property will be owned, maintained, and managed by one entity, Next Chapter Holdings, LLC, or a subsidiary of. A full time maintenance & leasing staff will be present on the property.

P) PZD Intent/Purpose
The intent of this Proposed PZD is to create and expand the City Residential Neighborhood Area as outlined in the City of Fayetteville's 2040 Land Use Plan. The proposed PZD wishes to expand the existing infrastructure, while creating a livable, harmonious, and vibrant community compatible to surrounding uses.

Q) Legal Description
Planning Area 1 & 2:
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32; THENCE N87°16'59"W 782.21 FEET;

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THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

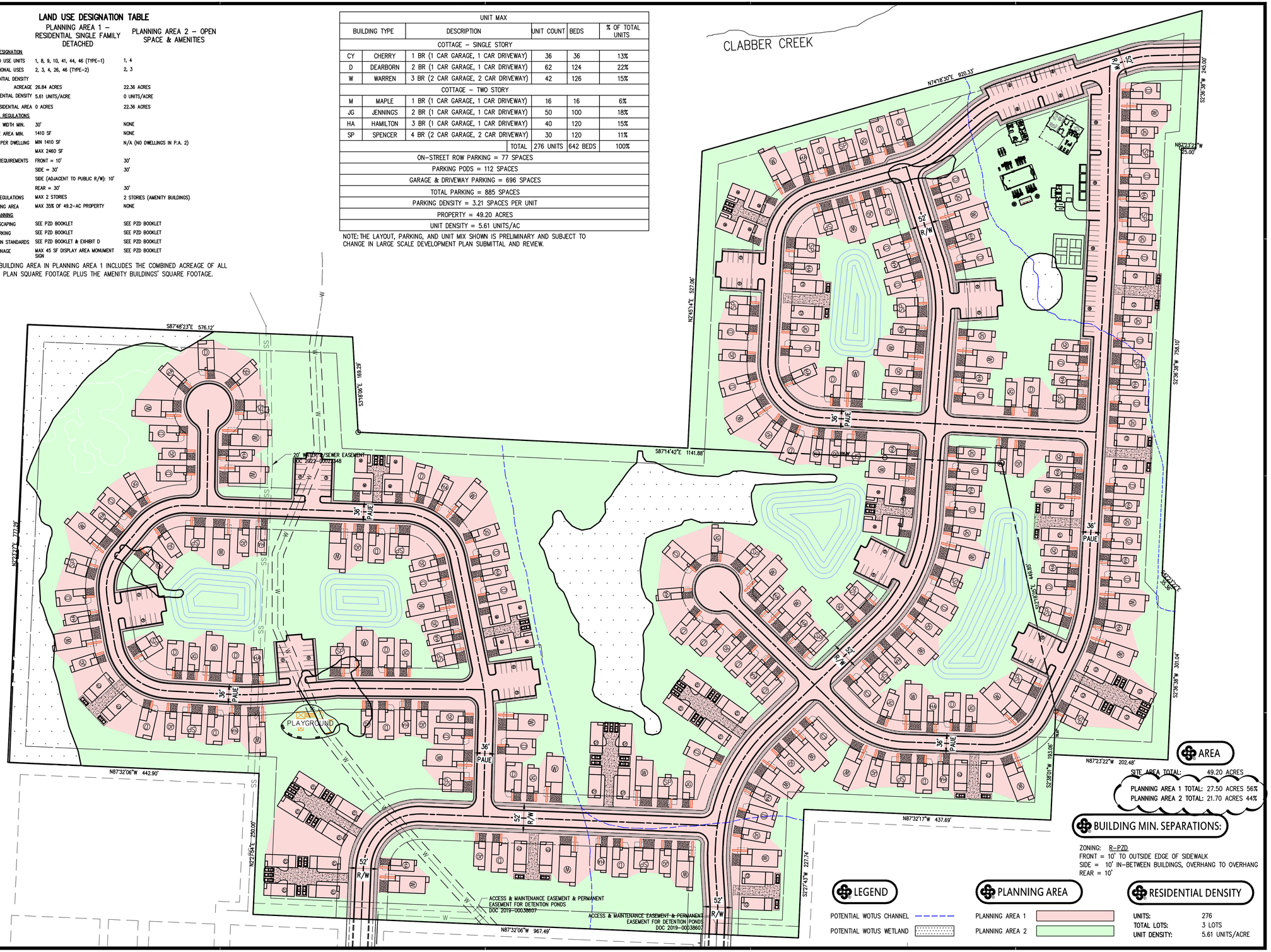
LAND USE DESIGNATION TABLE

	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
LAND USE DESIGNATION		
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 10' SIDE = 30' SIDE (ADJACENT TO PUBLIC R/W): 10' REAR = 30'	30' 30' 30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL: 49.20 ACRES
PLANNING AREA 1 TOTAL: 27.50 ACRES 56%
PLANNING AREA 2 TOTAL: 21.70 ACRES 44%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 10' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS: 276
TOTAL LOTS: 3 LOTS
UNIT DENSITY: 5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

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Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION — CRAFTON, TULL & ASSOCIATES, INC. No. 109 — ARKANSAS ENGINEER

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION

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EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

DRAWING: \\EDITEDRIVE_LOGFILES\25301700_NEXTCHAPTERNWPA\CONSTRUCT\CIVIL\DWG\EXHIBIT B FOR PZD.DWG
LATEST CHANGE: 6/3/2025 BY: JTHOMAS (LAST SAVED: 6/3/2025 BY: JTHOMAS)
PLOT: 6/3/2025 1:08:28 PM BY: JTHOMAS (LAST PLOTTED: 6/3/2025 1:08:28 PM BY: JTHOMAS)
XREFS: ATTACHED: 25301700_ALTA.DWG; 25301700_ALTA_ANNOTATED.DWG; 25301700_ALTA_ANNOTATED_COPY.DWG; 25301700_ALTA_COPY.DWG

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Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

TRAFFIC IMPACT ANALYSIS

Underwood Property

Fayetteville, Arkansas

Prepared for:

Next Chapter Neighborhoods

June 2025

Prepared by:

Traffic Engineering Consultants, Inc.

6 / 8 / 2025

1.0 INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained to conduct a traffic impact analysis (TIA) for a proposed multi-family residential 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 on the former Razorback golf course south of Clabber Creek, as shown in **Figure 1**. The proposed development consists of 276 multi-family residential dwelling units, as shown on the site plan in **Figure 2**. Access to the new development is proposed via connections to the neighborhood directly to the south. This traffic would access the City's street system via Emil Drive at Deane Solomon Road and Woodlark Lane and Raven Lane at Mt Comfort Road. A future connection to Deane Solomon Road north of Emil Drive may be constructed when the property east of the site is developed.

Mt Comfort Road is a four-lane east/west regional link with a posted speed limit of 40 miles per hour (mph). Deane Solomon Road is a two-lane north/south neighborhood link with a posted speed limit of 35 mph. Emil Drive is a two-lane east/west local roadway that extends for approximately 1,200 feet west of Deane Solomon Road with a statutory speed limit of 20 mph. N Shiloh Drive is a two-lane north/south neighborhood link with a statutory speed limit of 20 mph in this area. Woodlark Lane and Raven Lane are two-lane north/south local roadways with statutory speed limits of 20 mph.

The intersection of Mt Comfort Road and N Shiloh Drive is signalized with protected-plus-permissive phasing for all left turns. The eastbound and westbound approaches include an exclusive left turn lane and two through lanes with a shared right turn lane. The northbound and southbound approaches include an exclusive left turn lane and one through lane with shared right turn lane.

The intersection of Deane Solomon Road and N Shiloh Drive is unsignalized with stop control at the southbound approach. The northbound approach is a driveway for the auto dealership. The eastbound

FIGURE 1. Project Location Map
Underwood Property
Fayetteville, Arkansas

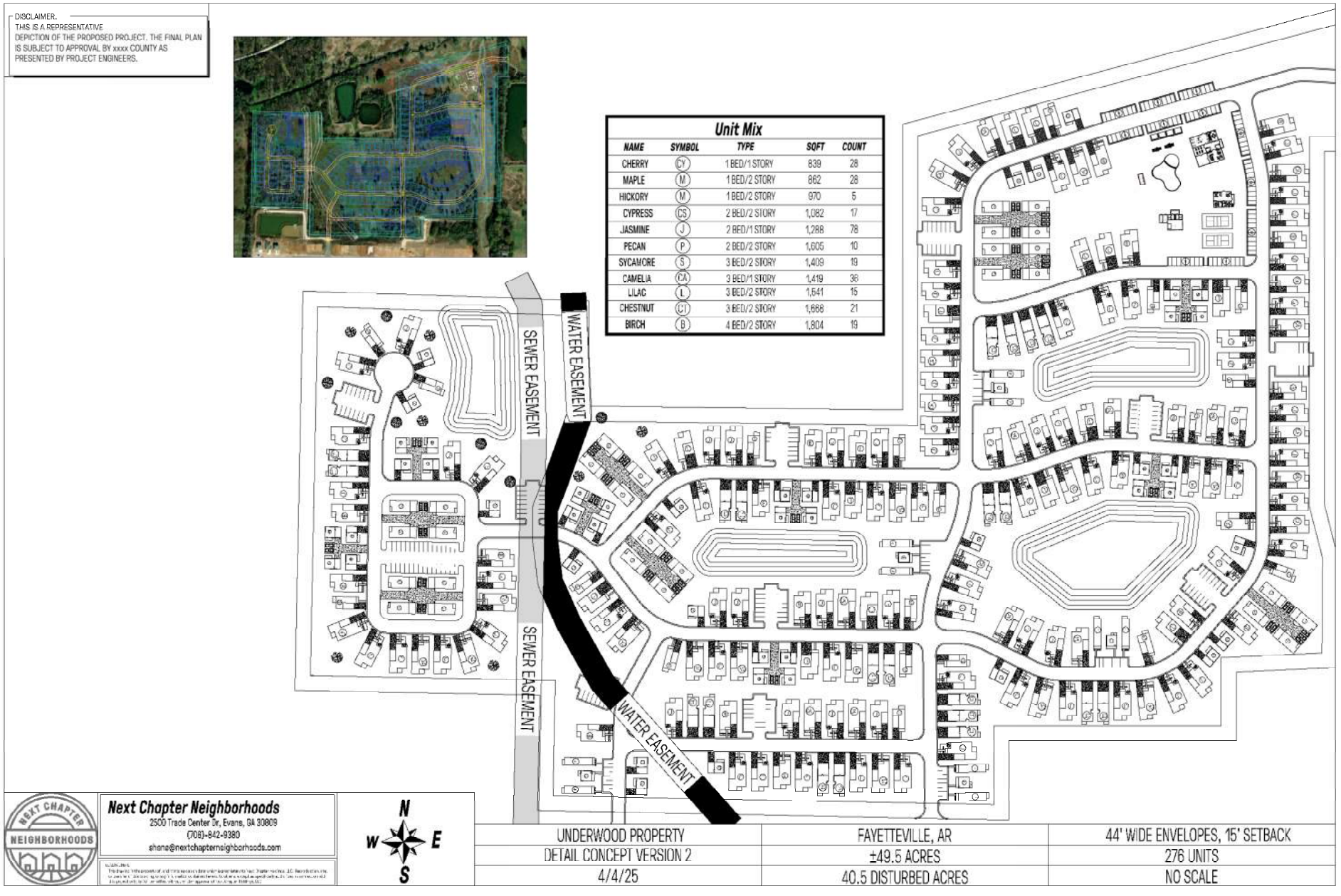


FIGURE 2. Proposed Site Plan
Underwood Property
Fayetteville, Arkansas

and westbound approaches include an exclusive left turn lane and one through lane with shared right turn lane. The southbound approach is a single shared left turn/through/right turn lane. The northbound driveway approach is an exclusive left turn lane and one through lane with shared right turn lane.

The intersection of Emil Drive and Deane Solomon Road is unsignalized with stop control at the eastbound approach. The westbound approach is a driveway for a church. All approaches include a single shared left turn/through/right turn lane.

The intersection of Woodlark Lane and Mt Comfort Road is unsignalized with stop control at the northbound and southbound approaches. The eastbound and westbound approaches include two through lanes with shared left and right turn lanes. The northbound approach includes a single shared left turn/through/right turn lane. The southbound approach includes an exclusive left turn lane and one through lane with shared right turn lane.

The t-intersection of Raven Lane and Mt Comfort Road is unsignalized with stop control at the southbound approach. The eastbound and westbound approaches include two through lanes with shared left and right turn lanes. The southbound approach includes separate left and right turn lanes.

3.0 TRAFFIC DATA

3.1 EXISTING TRAFFIC

Existing traffic volume data was collected at the study intersections in April 2025 while area schools were in session. Peak period turning movement data was collected at the study intersections of Mt Comfort Road at Woodlark Lane, Raven Lane, and N Shiloh Drive, and at Deane Solomon Road at N Shiloh Drive and Emil Drive. Given the traffic characteristics in the area and the anticipated trip generation for the proposed development, the weekday peak periods would represent a “worst-case scenario” with regards to traffic impact on the surrounding roadway network. If traffic operations are acceptable during these weekday peak hours, it can be reasoned that conditions would be acceptable throughout the remainder of the day and week. In order to collect counts while area schools were in session, traffic data was collected at study intersections on different days which resulted in traffic imbalances. The raw traffic data was adjusted to balance traffic across the study intersections. The balanced 2025 existing traffic is summarized in **Figure 3** and detailed printouts of all the traffic count data are included in the appendix.

3.2 FUTURE BACKGROUND TRAFFIC

The 2025 existing traffic volumes were utilized to determine the background traffic for 2027. The 2027 year was selected as the future buildout year of the development. Considering the projected daily traffic volumes from the Northwest Arkansas Regional Planning Commission's *Travel Forecasting Model*, a 2.65% annual growth rate was utilized to project future traffic volumes in addition to the projected site traffic. The travel model locations and data is summarized in the appendix. There are no known planned or approved projects in the study area to be included in this scenario. The 2027 future background traffic is summarized in **Figure 4**.

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.

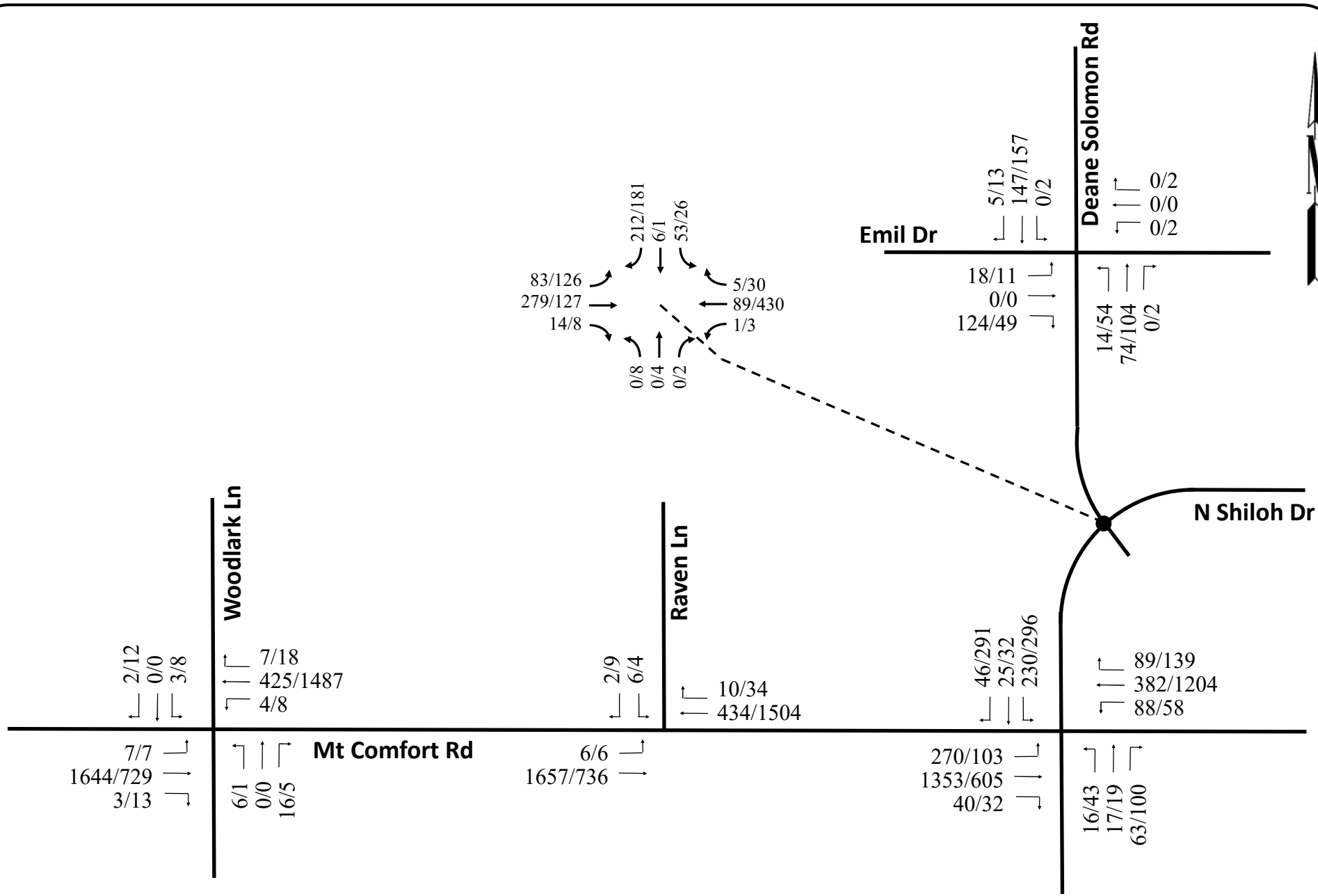
Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Multifamily Housing (Low-Rise)* category was selected to determine the trip generation for the proposed site. The resulting traffic volumes projected to be generated by the proposed site once fully constructed and occupied are indicated in **Table 1**.

TABLE 1

Projected Site Generated Trips

Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trips			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Trips (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Trips (vph)	
			Per Day	Per Peak Hour of Adjacent Street Traffic									
				One Hour Between 7am & 9am	One Hour Between 4pm & 6pm								
			(vpd)	(vph)	(vph)	IN	OUT	IN	OUT	IN	OUT	IN	OUT
Trip Rate*		(Dwelling Units)	6.68	0.39	0.50								
Multifamily Housing (Low-Rise)	220	276	1,844	108	139	24%	76%	26	82	63%	37%	88	51

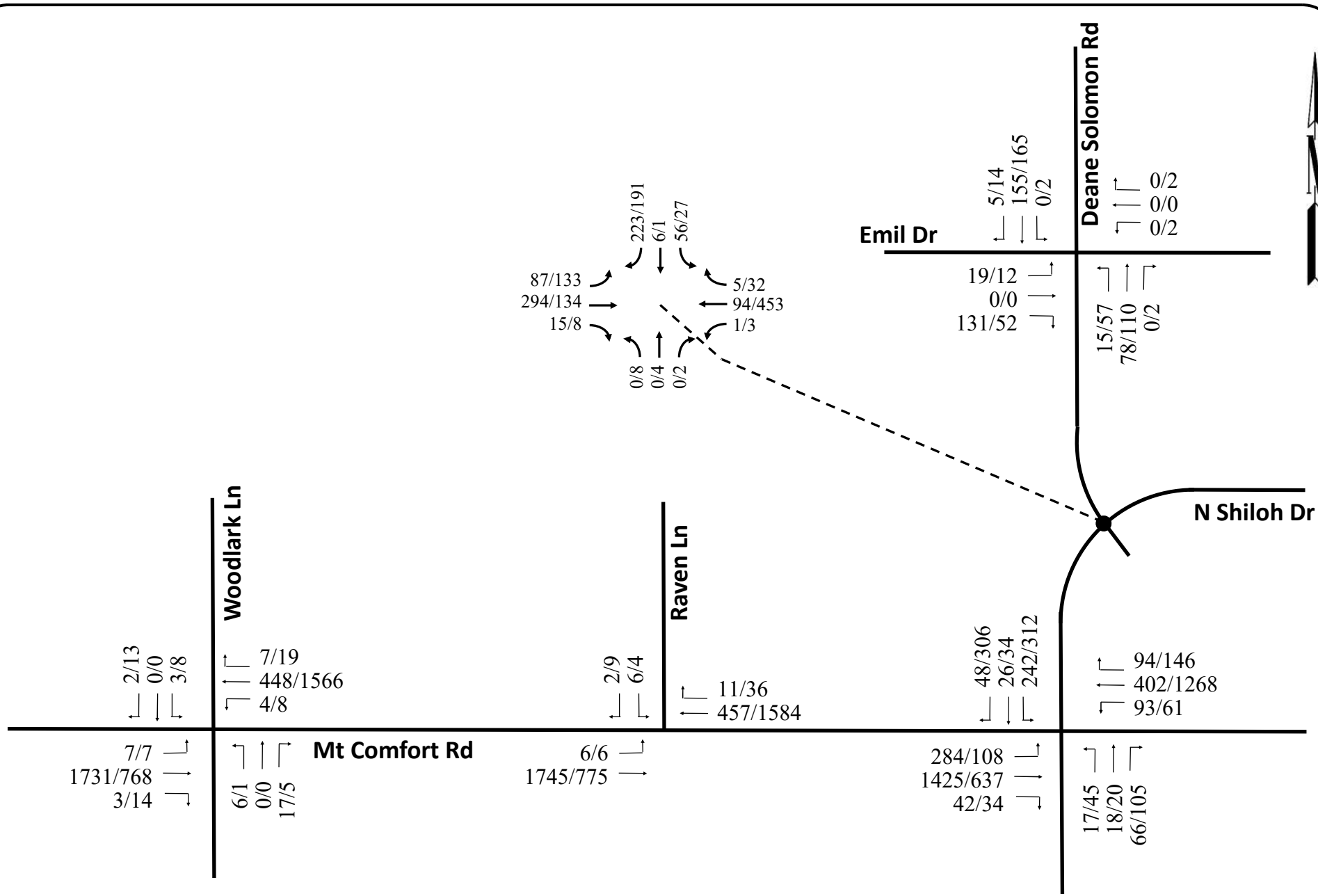
* Trip Rates from "TRIP GENERATION MANUAL", 11th Ed., Institute of Transportation Engineers.



LEGEND

XX/XX = Weekday A.M. / P.M.

FIGURE 3. 2025 Existing Traffic
Underwood Property
Fayetteville, Arkansas



LEGEND

XX/XX = Weekday A.M. / P.M.

FIGURE 4. 2027 Future Background Traffic
Underwood Property
Fayetteville, Arkansas

The proposed site would be expected to generate 1,844 vehicle trips per day with 26 entering and 82 exiting vehicles during the a.m. peak hour and 88 entering and 51 exiting vehicles during the p.m. peak hour.

4.2 DISTRIBUTION OF SITE GENERATED TRAFFIC

The traffic expected to be generated by the proposed site was then distributed at the adjacent study intersections for the a.m. and p.m. peak hours. The distribution of the proposed site traffic was based on the existing traffic patterns in the area which were obtained from the traffic data collected for this study. The directional distribution of the site generated traffic entering and exiting the proposed development is expected to be:

- 60% to/from Mt Comfort Road east of the site
- 25% to/from Mt Comfort Road west of the site
- 10% to/from Deane Solomon Road north of the site
- 5% to/from N Shiloh Drive east of the site

The traffic expected to be generated from the proposed site is summarized in **Figure 5**.

4.3 TOTAL TRAFFIC

The proposed site traffic was then added to the future background traffic for the 2027 design year. The 2027 total traffic (2027 future background traffic + proposed site traffic) for the study intersections and access points to the proposed site is summarized in **Figure 6**.

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

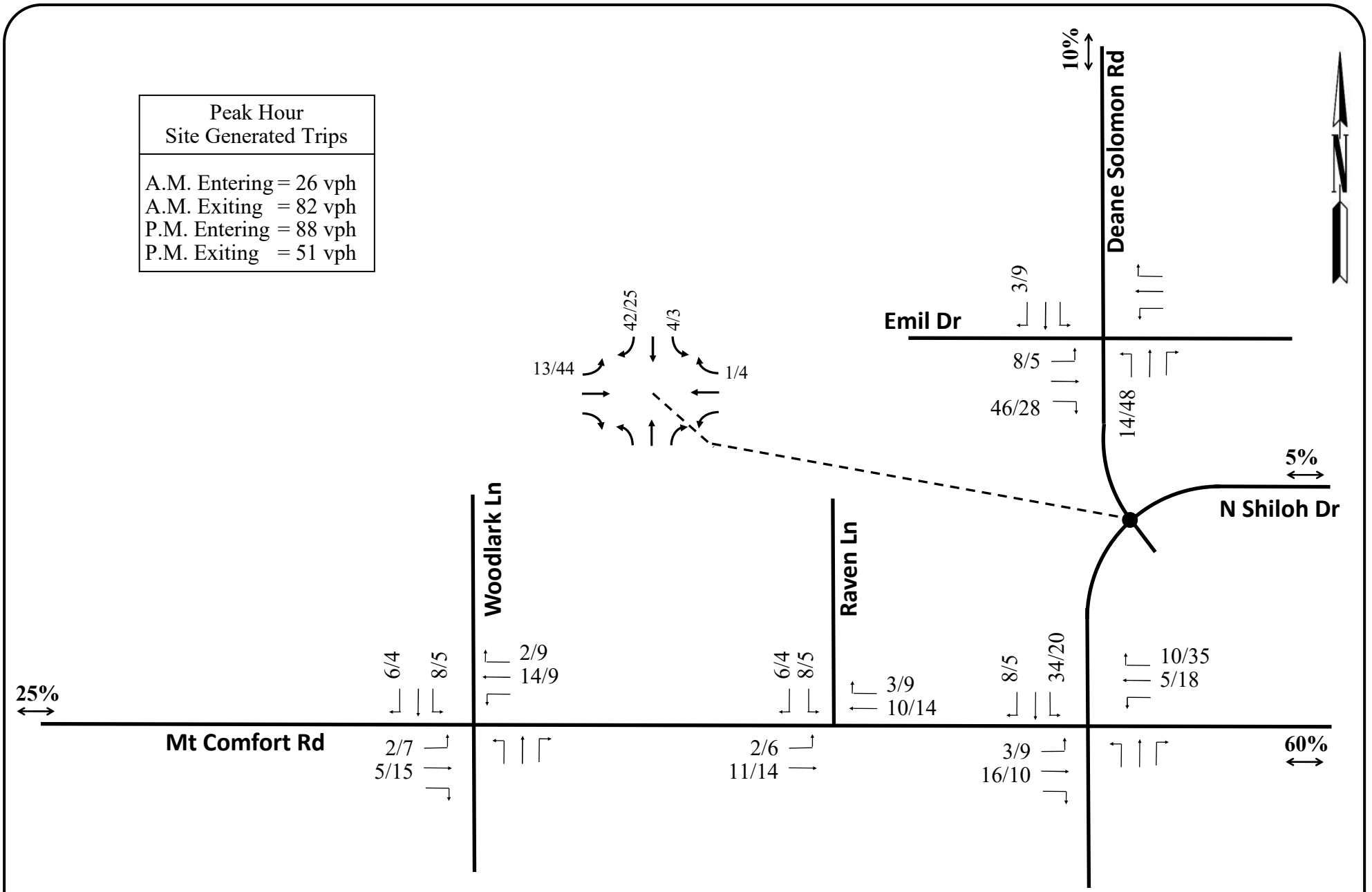
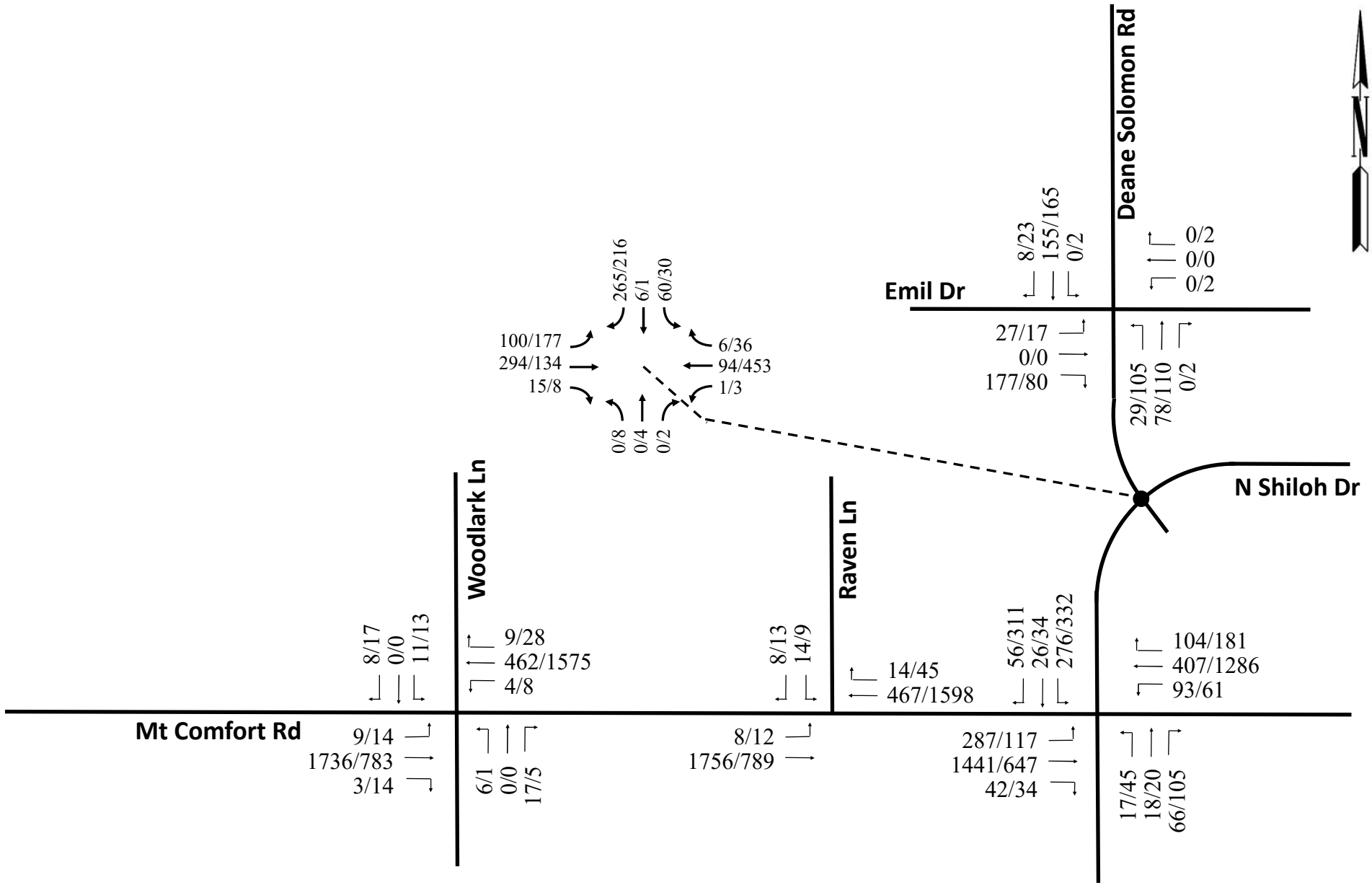


FIGURE 5. Proposed Site Trips
Underwood Property
Fayetteville, Arkansas



LEGEND

XX/XX = Weekday A.M. / P.M.

FIGURE 6. 2027 Total Traffic
Underwood Property
Fayetteville, Arkansas

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 2**. 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 2

Intersection 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 a.m. and p.m. peak hours at the study intersections. The intersections were analyzed and reviewed under the 2025 existing traffic, 2027 future background traffic, and 2027 total traffic. The results of the capacity analyses conducted are summarized in **Table 3** and the raw data sheets have been included in the appendix.

TABLE 3

Intersection Capacity Analysis Results

Intersection	Type of Traffic Control	AM Peak Hour						PM Peak Hour					
		Critical Approach				Intersection		Critical Approach				Intersection	
		Approach	Delay (sec/veh)	LOS	v/c* Ratio	Delay (sec/veh)	LOS	Approach	Delay (sec/veh)	LOS	v/c* Ratio	Delay (sec/veh)	LOS
2025 Existing Traffic													
Woodlark Lane and Mt Comfort Road	Unsignalized / N/S Stop	NB	59.24	F	0.08	0.9	A	SB	76.26	F	0.14	1.0	A
Raven Lane and Mt Comfort Road	Unsignalized / S Stop	SB	28.92	D		0.2	A	SB	37.62	E	0.05	0.3	A
N Shiloh Drive and Mt Comfort Road	Signalized	NB	40.90	D		20.2	C	SB	51.30	D		34.1	C
Deane Solomon Road and N Shiloh Drive	Unsignalized / N/S Stop	SB	14.30	B		6.1	A	NB	26.73	D		6.2	A
Emil Drive and Deane Solomon Road	Unsignalized / E/W Stop	EB	10.41	B		4.1	A	WB	10.85	B		2.8	A
2027 Future Background Traffic													
Woodlark Lane and Mt Comfort Road	Unsignalized / N/S Stop	NB	71.14	F	0.09	1.0	A	SB	91.69	F	0.16	1.2	A
Raven Lane and Mt Comfort Road	Unsignalized / S Stop	SB	31.90	D		0.2	A	SB	43.22	E	0.05	0.4	A
N Shiloh Drive and Mt Comfort Road	Signalized	NB	42.70	D		21.8	C	SB	59.70	E		39.9	D
Deane Solomon Road and N Shiloh Drive	Unsignalized / N/S Stop	SB	15.21	C		6.4	A	NB	29.96	D		6.8	A
Emil Drive and Deane Solomon Road	Unsignalized / E/W Stop	EB	10.59	B		4.2	A	WB	11.04	B		2.8	A
2027 Total Traffic													
Woodlark Lane and Mt Comfort Road	Unsignalized / N/S Stop	NB	74.55	F	0.09	1.3	A	SB	142.93	F	0.31	2.3	A
Raven Lane and Mt Comfort Road	Unsignalized / S Stop	SB	31.72	D		0.5	A	SB	63.20	F	0.13	0.9	A
N Shiloh Drive and Mt Comfort Road	Signalized	SB	52.50	D		23.7	C	SB	68.20	E		45.8	D
Deane Solomon Road and N Shiloh Drive	Unsignalized / N/S Stop	SB	17.02	C		7.6	A	NB	38.95	E	0.07	9.2	A
Emil Drive and Deane Solomon Road	Unsignalized / E/W Stop	EB	11.33	B		5.3	A	WB	12.30	B		3.9	A

*v/c ratio reported for unsignalized approach LOS "E" or "F".

5.2.1 2025 EXISTING TRAFFIC

The analyses conducted under the 2025 existing traffic indicated that the critical approaches at the study intersections currently operate at acceptable levels-of-service “E” or better during the a.m. and p.m. peak hours except at the intersection of Woodlark Lane and Mt Comfort Road which operates at level-of-service “F” during both peak hours with a v/c ratio significantly less than 0.80. The study intersections currently operate at overall acceptable levels-of-service “C” or better during the peak hours.

5.2.2 2027 FUTURE BACKGROUND TRAFFIC

Under the 2027 future background traffic, the critical approaches at the study intersections would be expected to continue operating at acceptable levels-of-service “E” or better during the a.m. and p.m. peak hours except at the intersection of Woodlark Lane and Mt Comfort Road which is expected to continue operating at level-of-service “F” during both peak hours with a v/c ratio significantly less than 0.80. The study intersections are expected to operate at overall acceptable levels-of-service “D” or better during the peak hours.

5.2.3 2027 TOTAL TRAFFIC

Once the proposed site traffic was added to the 2027 future background traffic, the critical approaches at the study intersections would be expected to continue operating at similar levels-of-service except at the

intersection of Raven Lane and Mt Comfort Road which falls to level-of-service “F” during the p.m. peak hour with a v/c ratio significantly less than 0.80. The study intersections are expected to continue operating at overall acceptable levels-of-service “D” or better during the peak hours.

6.0 MULTI-MODAL

The pedestrian and bicycle facilities for the site were reviewed. The site does not connect directly to the arterial or collector street system but will connect to local roadways via the existing residential development south of the site. This existing residential development includes sidewalks throughout. Emil Drive, which will provide access to the site and connect to Deane Solomon Road, has sidewalks along the north side of the roadway for its entire length. N Shiloh Drive and Mt Comfort Road have sidewalks along both sides of the roadway throughout the study area. There are marked crosswalks at all study intersections along Mt Comfort Road. There are currently no existing bicycle facilities in the study area. If additional site access is constructed in the future to connect to Deane Solomon Road, it is recommended that sidewalks and crosswalks be included in the design, as appropriate.

7.0 CONCLUSIONS

7.1 SUMMARY

TEC was requested to conduct a traffic impact analysis on a proposed multi-family residential development in Fayetteville, Arkansas. Existing traffic volume data was collected adjacent to the proposed development. The projected daily traffic volumes were considered and an annual growth rate of 2.65% was used to predict future background traffic for 2027. The proposed development traffic was then determined and added to the background traffic for conducting the reviews and analyses.

The analyses conducted under the 2025 existing traffic indicated that the study intersections and their critical approaches currently operate at acceptable levels-of-service during the a.m. and p.m. peak hours except the critical approach at the intersection of Woodlark Lane and Mt Comfort Road which operates at level-of-service “F” during both peak hours. The v/c ratio is significantly less than 0.80 and no improvements are recommended.

Under the 2027 future background traffic, the study intersections and their critical approaches would be expected to continue operating at acceptable levels-of-service during the a.m. and p.m. peak hours except

the critical approach at the intersection of Woodlark Lane and Mt Comfort Road which is expected to continue operating at level-of-service “F” during both peak hours. The v/c ratio is significantly less than 0.80 and no improvements are recommended.

Under the 2027 total traffic conditions, the study intersections and their critical approaches would be expected to continue operating at acceptable levels-of-service during the a.m. and p.m. peak hours except the critical approaches at the intersections of Woodlark Lane and Raven Lane at Mt Comfort Road which are expected to operate at level-of-service “F” during one or both peak hours. The v/c ratios are significantly less than 0.80 and no improvements are recommended.

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.

APPENDIX

TRAFFIC DATA

Mt.Comfort & Woodlark - TMC

Fri Apr 18, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291602, Location: 36.092755, -94.200985

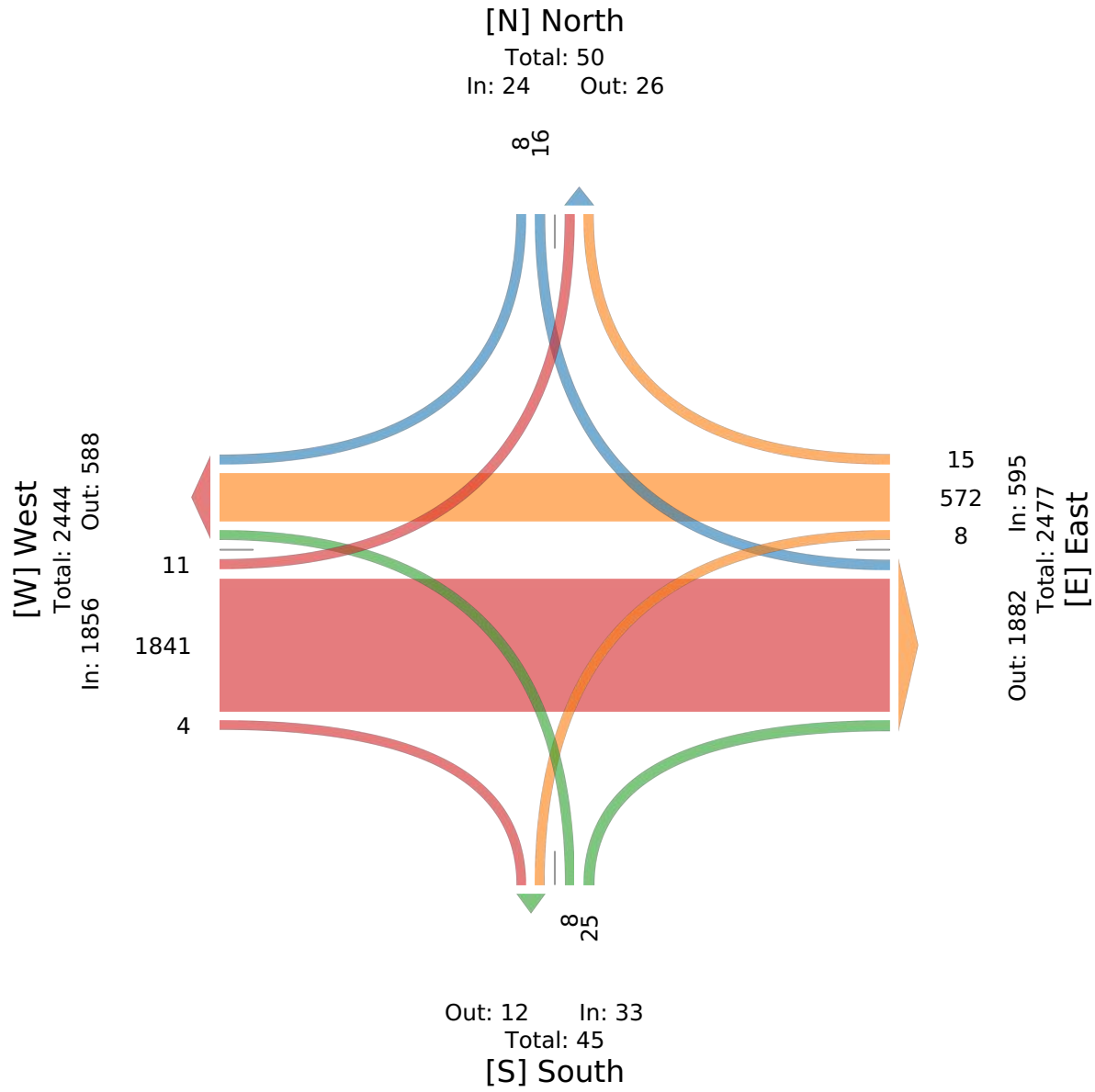
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-18 7:00AM	2	191	0	0	**193**	2	50	0	0	**52**	0	0	3	0	**3**	4	0	3	0	**7**	**255**
7:15AM	3	268	0	0	**271**	2	85	0	0	**87**	2	0	2	0	**4**	0	0	1	0	**1**	**363**
7:30AM	2	292	0	0	**294**	0	68	1	0	**69**	0	0	5	0	**5**	0	0	0	0	**0**	**368**
7:45AM	1	284	3	0	**288**	2	85	3	0	**90**	4	0	3	0	**7**	1	0	0	0	**1**	**386**
Hourly Total	8	1035	3	0	**1046**	6	288	4	0	**298**	6	0	13	0	**19**	5	0	4	0	**9**	**1372**
8:00AM	1	244	0	0	**245**	0	52	3	0	**55**	0	0	6	0	**6**	2	0	1	0	**3**	**309**
8:15AM	2	194	1	0	**197**	0	75	2	0	**77**	0	0	3	0	**3**	1	0	2	0	**3**	**280**
8:30AM	0	205	0	0	**205**	1	76	5	0	**82**	2	0	2	0	**4**	3	0	0	0	**3**	**294**
8:45AM	0	163	0	0	**163**	1	81	1	0	**83**	0	0	1	0	**1**	5	0	1	0	**6**	**253**
Hourly Total	3	806	1	0	**810**	2	284	11	0	**297**	2	0	12	0	**14**	11	0	4	0	**15**	**1136**
Total	11	1841	4	0	**1856**	8	572	15	0	**595**	8	0	25	0	**33**	16	0	8	0	**24**	**2508**
% Approach	0.6%	99.2%	0.2%	0%	**-**	1.3%	96.1%	2.5%	0%	**-**	24.2%	0%	75.8%	0%	**-**	66.7%	0%	33.3%	0%	**-**	-
% Total	0.4%	73.4%	0.2%	0%	**74.0%**	0.3%	22.8%	0.6%	0%	**23.7%**	0.3%	0%	1.0%	0%	**1.3%**	0.6%	0%	0.3%	0%	**1.0%**	-
Lights	11	1823	4	0	**1838**	7	554	15	0	**576**	8	0	25	0	**33**	16	0	8	0	**24**	2471
% Lights	100%	99.0%	100%	0%	**99.0%**	87.5%	96.9%	100%	0%	**96.8%**	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	98.5%
Articulated Trucks	0	2	0	0	**2**	0	3	0	0	**3**	0	0	0	0	**0**	0	0	0	0	**0**	5
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	0%	0.5%	0%	0%	**0.5%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.2%
Buses and Single-Unit Trucks	0	16	0	0	**16**	1	15	0	0	**16**	0	0	0	0	**0**	0	0	0	0	**0**	32
% Buses and Single-Unit Trucks	0%	0.9%	0%	0%	**0.9%**	12.5%	2.6%	0%	0%	**2.7%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	1.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Woodlark - TMC
Fri Apr 18, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291602, Location: 36.092755, -94.200985

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Woodlark - TMC

Fri Apr 18, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291602, Location: 36.092755, -94.200985

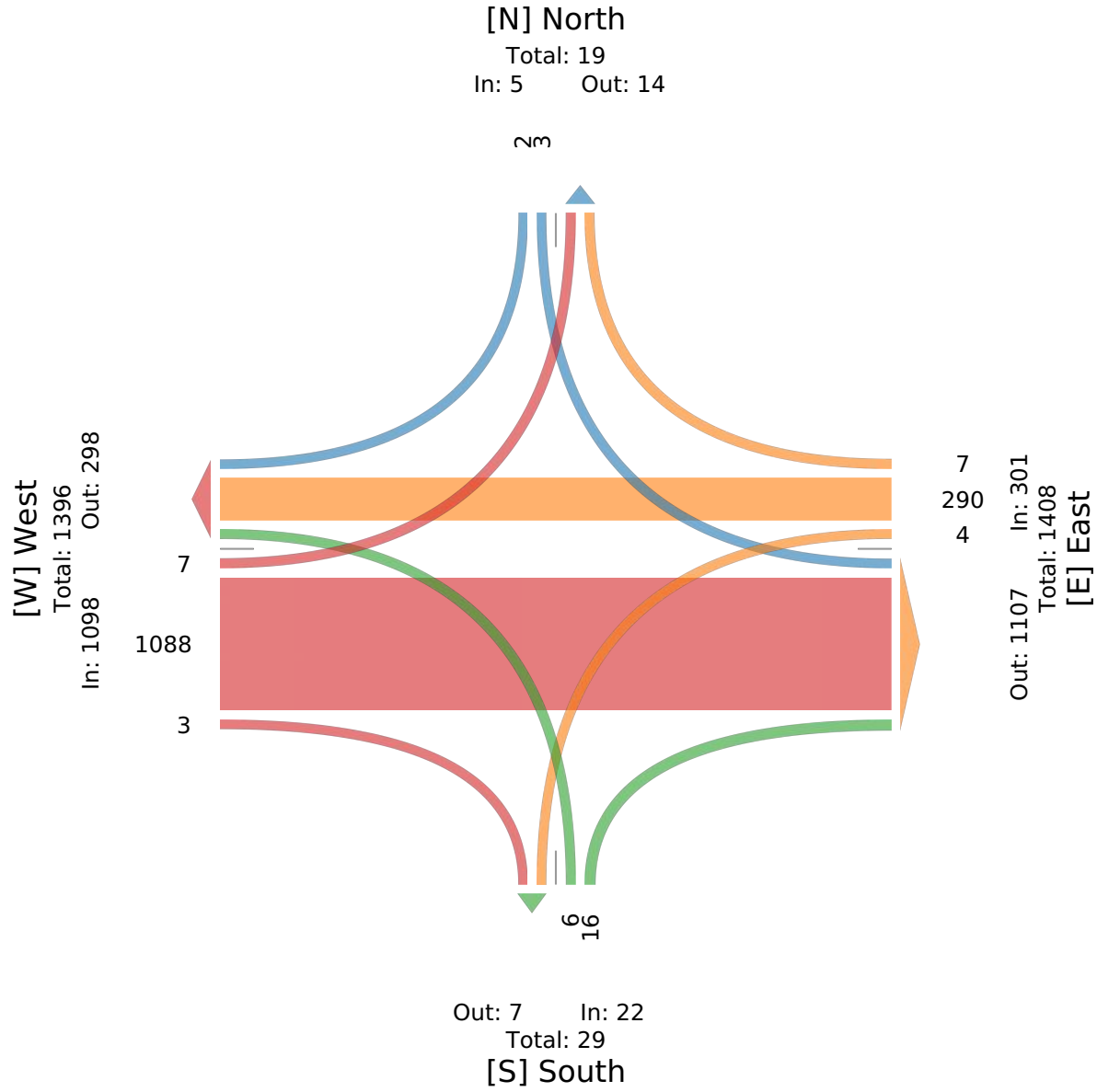
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-18 7:15AM	3	268	0	0	**271**	2	85	0	0	**87**	2	0	2	0	**4**	0	0	1	0	**1**	**363**
7:30AM	2	292	0	0	**294**	0	68	1	0	**69**	0	0	5	0	**5**	0	0	0	0	**0**	**368**
7:45AM	1	284	3	0	**288**	2	85	3	0	**90**	4	0	3	0	**7**	1	0	0	0	**1**	**386**
8:00AM	1	244	0	0	**245**	0	52	3	0	**55**	0	0	6	0	**6**	2	0	1	0	**3**	**309**
Total	7	1088	3	0	**1098**	4	290	7	0	**301**	6	0	16	0	**22**	3	0	2	0	**5**	**1426**
% Approach	0.6%	99.1%	0.3%	0%	**-**	1.3%	96.3%	2.3%	0%	**-**	27.3%	0%	72.7%	0%	**-**	60.0%	0%	40.0%	0%	**-**	-
% Total	0.5%	76.3%	0.2%	0%	**77.0%**	0.3%	20.3%	0.5%	0%	**21.1%**	0.4%	0%	1.1%	0%	**1.5%**	0.2%	0%	0.1%	0%	**0.4%**	-
PHF	0.583	0.932	0.250	-	**0.934**	0.500	0.853	0.583	-	**0.836**	0.375	-	0.667	-	**0.786**	0.375	-	0.500	-	**0.417**	0.924
Lights	7	1076	3	0	**1086**	4	281	7	0	**292**	6	0	16	0	**22**	3	0	2	0	**5**	1405
% Lights	100%	98.9%	100%	0%	**98.9%**	100%	96.9%	100%	0%	**97.0%**	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	98.5%
Articulated Trucks	0	1	0	0	**1**	0	1	0	0	**1**	0	0	0	0	**0**	0	0	0	0	**0**	2
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	0%	0.3%	0%	0%	**0.3%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	11	0	0	**11**	0	8	0	0	**8**	0	0	0	0	**0**	0	0	0	0	**0**	19
% Buses and Single-Unit Trucks	0%	1.0%	0%	0%	**1.0%**	0%	2.8%	0%	0%	**2.7%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	1.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Woodlark - TMC
Fri Apr 18, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291602, Location: 36.092755, -94.200985

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Woodlark - TMC

Thu Apr 17, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291604, Location: 36.092755, -94.200985

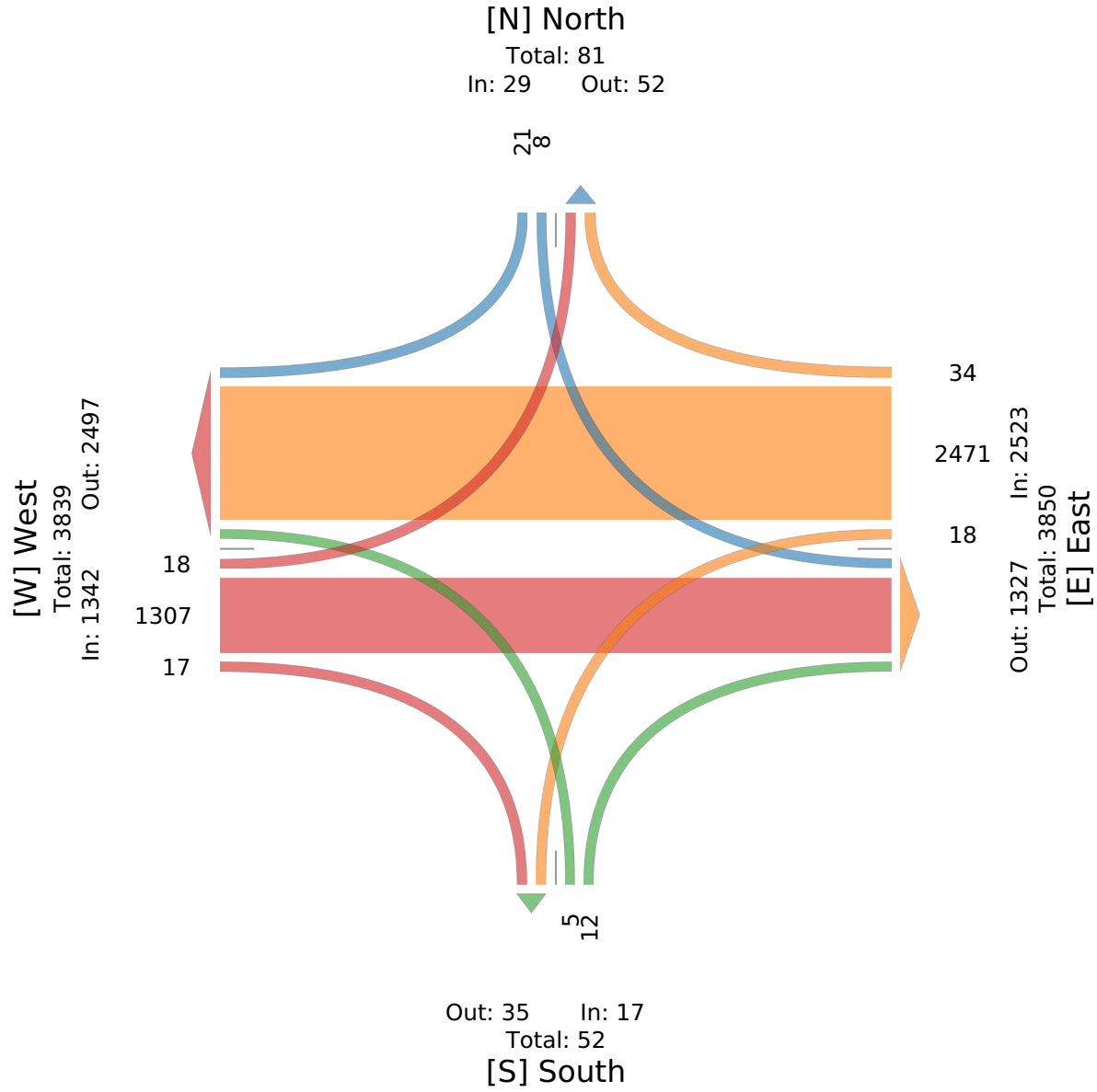
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2025-04-17 4:00PM	2	130	0	0	**132**	3	284	3	0	**290**	0	0	2	0	**2**	0	0	0	0	**0**	**424**
4:15PM	5	141	0	0	**146**	2	291	4	0	**297**	1	0	0	0	**1**	0	0	1	0	**1**	**445**
4:30PM	1	164	1	0	**166**	2	283	6	0	**291**	2	0	4	0	**6**	0	0	2	0	**2**	**465**
4:45PM	1	165	1	0	**167**	2	348	5	0	**355**	1	0	1	0	**2**	1	0	4	0	**5**	**529**
Hourly Total	9	600	2	0	**611**	9	1206	18	0	**1233**	4	0	7	0	**11**	1	0	7	0	**8**	**1863**
5:00PM	3	174	5	0	**182**	4	360	4	0	**368**	0	0	0	0	**0**	2	0	4	0	**6**	**556**
5:15PM	0	178	5	0	**183**	1	384	6	0	**391**	0	0	2	0	**2**	2	0	3	0	**5**	**581**
5:30PM	3	174	2	0	**179**	1	289	3	0	**293**	0	0	2	0	**2**	3	0	1	0	**4**	**478**
5:45PM	3	181	3	0	**187**	3	232	3	0	**238**	1	0	1	0	**2**	0	0	6	0	**6**	**433**
Hourly Total	9	707	15	0	**731**	9	1265	16	0	**1290**	1	0	5	0	**6**	7	0	14	0	**21**	**2048**
Total	18	1307	17	0	**1342**	18	2471	34	0	**2523**	5	0	12	0	**17**	8	0	21	0	**29**	**3911**
% Approach	1.3%	97.4%	1.3%	0%	**-**	0.7%	97.9%	1.3%	0%	**-**	29.4%	0%	70.6%	0%	**-**	27.6%	0%	72.4%	0%	**-**	-
% Total	0.5%	33.4%	0.4%	0%	**34.3%**	0.5%	63.2%	0.9%	0%	**64.5%**	0.1%	0%	0.3%	0%	**0.4%**	0.2%	0%	0.5%	0%	**0.7%**	-
Lights	18	1288	17	0	**1323**	18	2453	34	0	**2505**	5	0	12	0	**17**	8	0	21	0	**29**	3874
% Lights	100%	98.5%	100%	0%	**98.6%**	100%	99.3%	100%	0%	**99.3%**	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	99.1%
Articulated Trucks	0	2	0	0	**2**	0	2	0	0	**2**	0	0	0	0	**0**	0	0	0	0	**0**	4
% Articulated Trucks	0%	0.2%	0%	0%	**0.1%**	0%	0.1%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	17	0	0	**17**	0	16	0	0	**16**	0	0	0	0	**0**	0	0	0	0	**0**	33
% Buses and Single-Unit Trucks	0%	1.3%	0%	0%	**1.3%**	0%	0.6%	0%	0%	**0.6%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.8%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Woodlark - TMC
Thu Apr 17, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291604, Location: 36.092755, -94.200985

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Woodlark - TMC

Thu Apr 17, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291604, Location: 36.092755, -94.200985

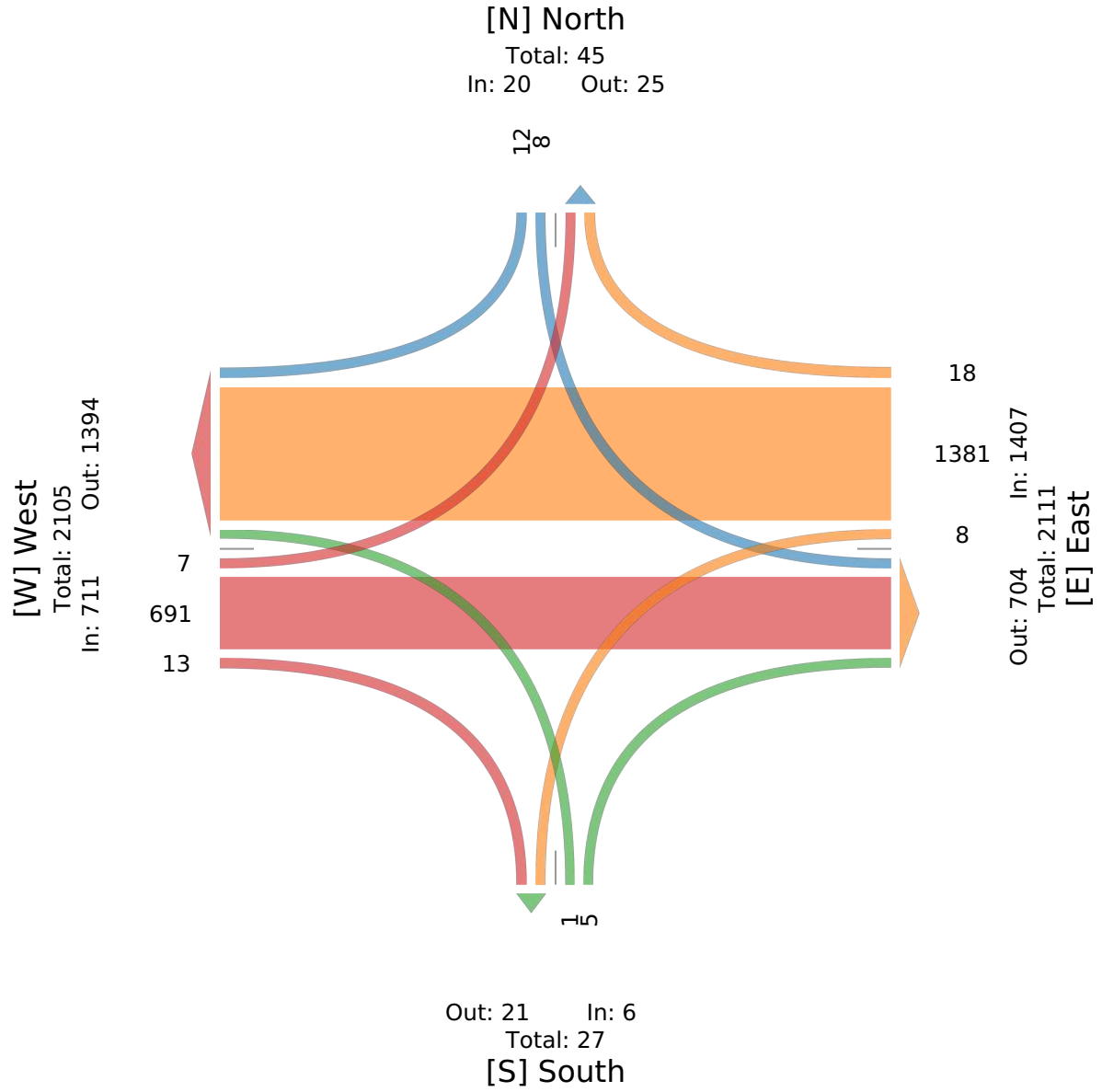
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-17 4:45PM	1	165	1	0	**167**	2	348	5	0	**355**	1	0	1	0	**2**	1	0	4	0	**5**	**529**
5:00PM	3	174	5	0	**182**	4	360	4	0	**368**	0	0	0	0	**0**	2	0	4	0	**6**	**556**
5:15PM	0	178	5	0	**183**	1	384	6	0	**391**	0	0	2	0	**2**	2	0	3	0	**5**	**581**
5:30PM	3	174	2	0	**179**	1	289	3	0	**293**	0	0	2	0	**2**	3	0	1	0	**4**	**478**
Total	7	691	13	0	**711**	8	1381	18	0	**1407**	1	0	5	0	**6**	8	0	12	0	**20**	**2144**
% Approach	1.0%	97.2%	1.8%	0%	**-**	0.6%	98.2%	1.3%	0%	**-**	16.7%	0%	83.3%	0%	**-**	40.0%	0%	60.0%	0%	**-**	-
% Total	0.3%	32.2%	0.6%	0%	**33.2%**	0.4%	64.4%	0.8%	0%	**65.6%**	0%	0%	0.2%	0%	**0.3%**	0.4%	0%	0.6%	0%	**0.9%**	-
PHF	0.583	0.971	0.650	-	**0.971**	0.500	0.899	0.750	-	**0.900**	0.250	-	0.625	-	**0.750**	0.667	-	0.750	-	**0.833**	0.923
Lights	7	689	13	0	**709**	8	1373	18	0	**1399**	1	0	5	0	**6**	8	0	12	0	**20**	2134
% Lights	100%	99.7%	100%	0%	**99.7%**	100%	99.4%	100%	0%	**99.4%**	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	99.5%
Articulated Trucks	0	1	0	0	**1**	0	1	0	0	**1**	0	0	0	0	**0**	0	0	0	0	**0**	2
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	0%	0.1%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	1	0	0	**1**	0	7	0	0	**7**	0	0	0	0	**0**	0	0	0	0	**0**	8
% Buses and Single-Unit Trucks	0%	0.1%	0%	0%	**0.1%**	0%	0.5%	0%	0%	**0.5%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.4%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Woodlark - TMC
Thu Apr 17, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291604, Location: 36.092755, -94.200985

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Raven - TMC

Mon Apr 21, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291609, Location: 36.09271, -94.197452

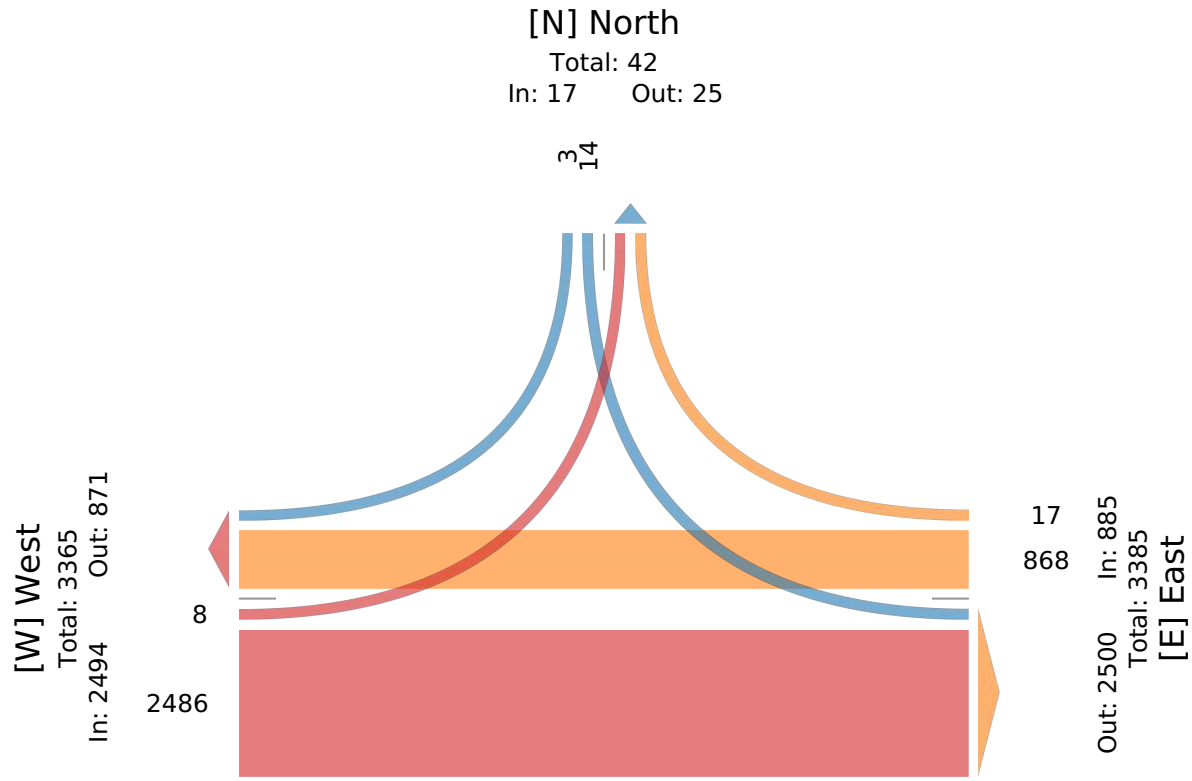
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound				East Westbound				North Southbound				
Time	L	T	U	**App**	T	R	U	**App**	L	R	U	**App**	**Int**
2025-04-21 7:00AM	1	268	0	**269**	90	1	0	**91**	0	1	0	**1**	**361**
7:15AM	3	404	0	**407**	120	0	0	**120**	1	1	0	**2**	**529**
7:30AM	0	445	0	**445**	109	2	0	**111**	0	0	0	**0**	**556**
7:45AM	3	361	0	**364**	118	7	0	**125**	1	1	0	**2**	**491**
Hourly Total	7	1478	0	**1485**	437	10	0	**447**	2	3	0	**5**	**1937**
8:00AM	0	342	0	**342**	87	1	0	**88**	4	0	0	**4**	**434**
8:15AM	0	284	0	**284**	95	2	0	**97**	4	0	0	**4**	**385**
8:30AM	1	206	0	**207**	121	2	0	**123**	1	0	0	**1**	**331**
8:45AM	0	176	0	**176**	128	2	0	**130**	3	0	0	**3**	**309**
Hourly Total	1	1008	0	**1009**	431	7	0	**438**	12	0	0	**12**	**1459**
9:00AM	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Hourly Total	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Total	8	2486	0	**2494**	868	17	0	**885**	14	3	0	**17**	**3396**
% Approach	0.3%	99.7%	0%	**-**	98.1%	1.9%	0%	**-**	82.4%	17.6%	0%	**-**	-
% Total	0.2%	73.2%	0%	**73.4%**	25.6%	0.5%	0%	**26.1%**	0.4%	0.1%	0%	**0.5%**	-
Lights	8	2464	0	**2472**	850	17	0	**867**	14	3	0	**17**	3356
% Lights	100%	99.1%	0%	**99.1%**	97.9%	100%	0%	**98.0%**	100%	100%	0%	**100%**	98.8%
Articulated Trucks	0	2	0	**2**	2	0	0	**2**	0	0	0	**0**	4
% Articulated Trucks	0%	0.1%	0%	**0.1%**	0.2%	0%	0%	**0.2%**	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	20	0	**20**	16	0	0	**16**	0	0	0	**0**	36
% Buses and Single-Unit Trucks	0%	0.8%	0%	**0.8%**	1.8%	0%	0%	**1.8%**	0%	0%	0%	**0%**	1.1%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Raven - TMC
Mon Apr 21, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291609, Location: 36.09271, -94.197452

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Raven - TMC

Mon Apr 21, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291609, Location: 36.09271, -94.197452

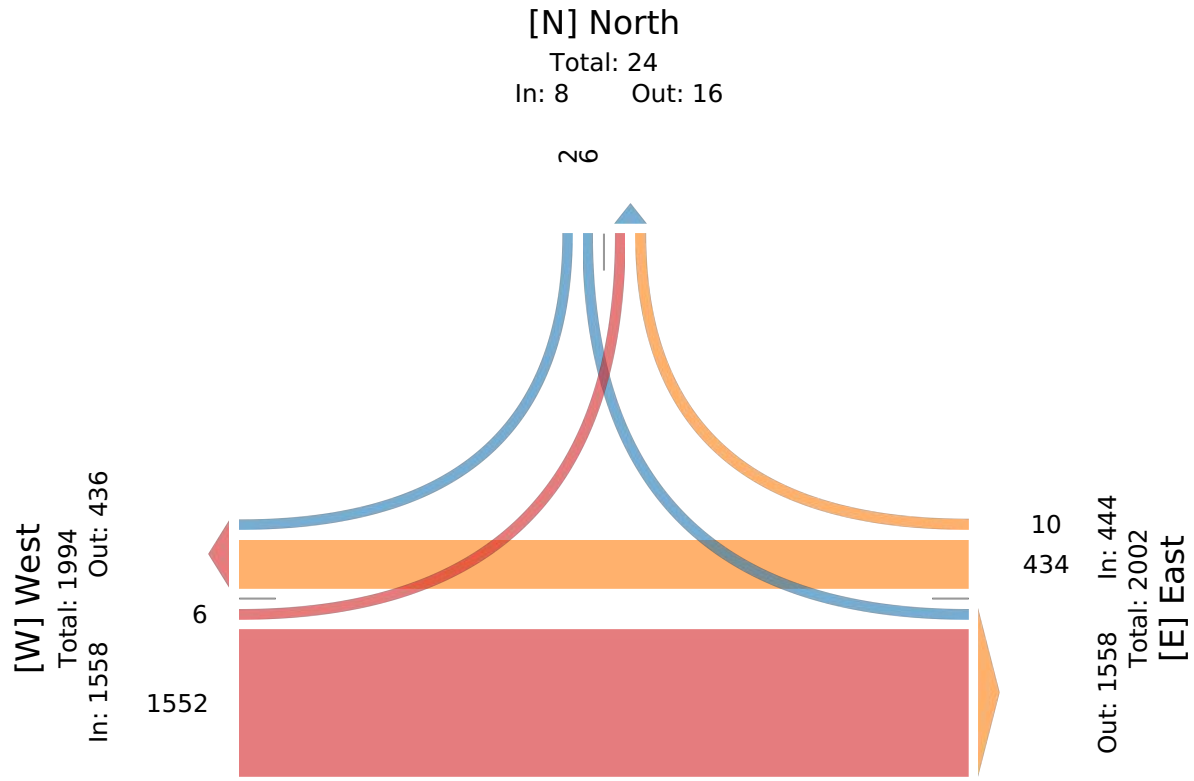
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West				East				North				
Direction	Eastbound				Westbound				Southbound				
Time	L	T	U	**App**	T	R	U	**App**	L	R	U	**App**	**Int**
2025-04-21 7:15AM	3	404	0	**407**	120	0	0	**120**	1	1	0	**2**	**529**
7:30AM	0	445	0	**445**	109	2	0	**111**	0	0	0	**0**	**556**
7:45AM	3	361	0	**364**	118	7	0	**125**	1	1	0	**2**	**491**
8:00AM	0	342	0	**342**	87	1	0	**88**	4	0	0	**4**	**434**
Total	6	1552	0	**1558**	434	10	0	**444**	6	2	0	**8**	**2010**
% Approach	0.4%	99.6%	0%	**-**	97.7%	2.3%	0%	**-**	75.0%	25.0%	0%	**-**	-
% Total	0.3%	77.2%	0%	**77.5%**	21.6%	0.5%	0%	**22.1%**	0.3%	0.1%	0%	**0.4%**	-
PHF	0.500	0.872	-	**0.875**	0.904	0.357	-	**0.888**	0.375	0.500	-	**0.500**	0.904
Lights	6	1543	0	**1549**	429	10	0	**439**	6	2	0	**8**	1996
% Lights	100%	99.4%	0%	**99.4%**	98.8%	100%	0%	**98.9%**	100%	100%	0%	**100%**	99.3%
Articulated Trucks	0	1	0	**1**	0	0	0	**0**	0	0	0	**0**	1
% Articulated Trucks	0%	0.1%	0%	**0.1%**	0%	0%	0%	**0%**	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	0	8	0	**8**	5	0	0	**5**	0	0	0	**0**	13
% Buses and Single-Unit Trucks	0%	0.5%	0%	**0.5%**	1.2%	0%	0%	**1.1%**	0%	0%	0%	**0%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Raven - TMC
Mon Apr 21, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291609, Location: 36.09271, -94.197452

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Raven - TMC

Mon Apr 21, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291607, Location: 36.09271, -94.197452

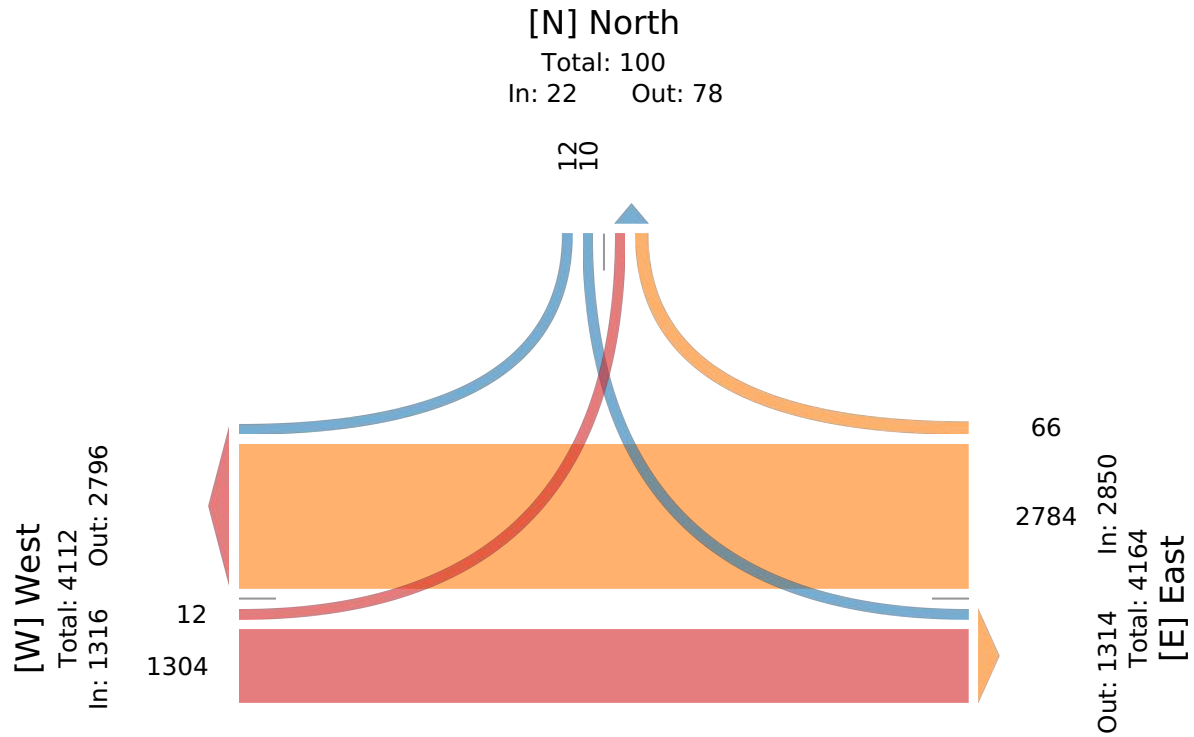
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound				East Westbound				North Southbound				
Time	L	T	U	**App**	T	R	U	**App**	L	R	U	**App**	**Int**
2025-04-21 4:00PM	2	138	0	**140**	291	6	0	**297**	3	1	0	**4**	**441**
4:15PM	0	131	0	**131**	347	5	0	**352**	0	0	0	**0**	**483**
4:30PM	2	147	0	**149**	355	14	0	**369**	1	1	0	**2**	**520**
4:45PM	1	147	0	**148**	331	9	0	**340**	1	2	0	**3**	**491**
Hourly Total	5	563	0	**568**	1324	34	0	**1358**	5	4	0	**9**	**1935**
5:00PM	2	205	0	**207**	394	5	0	**399**	0	3	0	**3**	**609**
5:15PM	3	180	0	**183**	412	9	0	**421**	2	2	0	**4**	**608**
5:30PM	0	192	0	**192**	367	11	0	**378**	1	2	0	**3**	**573**
5:45PM	2	164	0	**166**	287	7	0	**294**	2	1	0	**3**	**463**
Hourly Total	7	741	0	**748**	1460	32	0	**1492**	5	8	0	**13**	**2253**
Total	12	1304	0	**1316**	2784	66	0	**2850**	10	12	0	**22**	**4188**
% Approach	0.9%	99.1%	0%	**-**	97.7%	2.3%	0%	**-**	45.5%	54.5%	0%	**-**	-
% Total	0.3%	31.1%	0%	**31.4%**	66.5%	1.6%	0%	**68.1%**	0.2%	0.3%	0%	**0.5%**	-
Lights	12	1287	0	**1299**	2773	66	0	**2839**	10	12	0	**22**	4160
% Lights	100%	98.7%	0%	**98.7%**	99.6%	100%	0%	**99.6%**	100%	100%	0%	**100%**	99.3%
Articulated Trucks	0	2	0	**2**	3	0	0	**3**	0	0	0	**0**	5
% Articulated Trucks	0%	0.2%	0%	**0.2%**	0.1%	0%	0%	**0.1%**	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	15	0	**15**	8	0	0	**8**	0	0	0	**0**	23
% Buses and Single-Unit Trucks	0%	1.2%	0%	**1.1%**	0.3%	0%	0%	**0.3%**	0%	0%	0%	**0%**	0.5%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Raven - TMC
Mon Apr 21, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291607, Location: 36.09271, -94.197452

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Raven - TMC

Mon Apr 21, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291607, Location: 36.09271, -94.197452

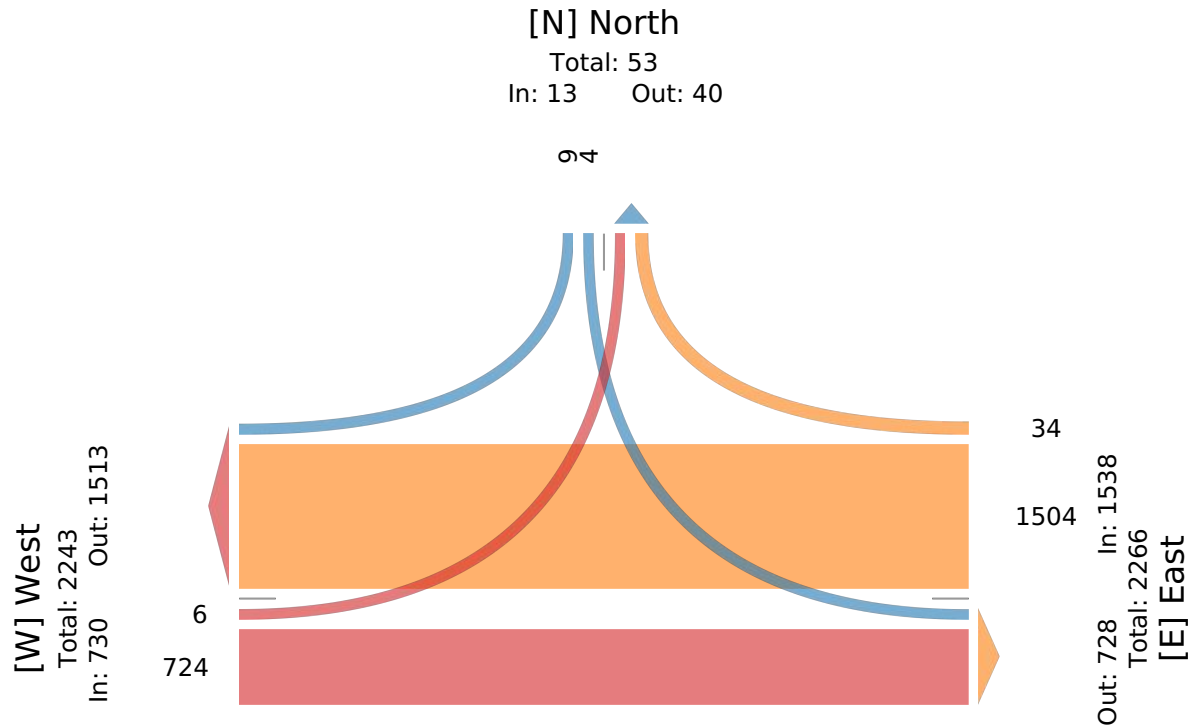
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg Direction	West Eastbound				East Westbound				North Southbound				
Time	L	T	U	**App**	T	R	U	**App**	L	R	U	**App**	**Int**
2025-04-21 4:45PM	1	147	0	**148**	331	9	0	**340**	1	2	0	**3**	**491**
5:00PM	2	205	0	**207**	394	5	0	**399**	0	3	0	**3**	**609**
5:15PM	3	180	0	**183**	412	9	0	**421**	2	2	0	**4**	**608**
5:30PM	0	192	0	**192**	367	11	0	**378**	1	2	0	**3**	**573**
Total	6	724	0	**730**	1504	34	0	**1538**	4	9	0	**13**	**2281**
% Approach	0.8%	99.2%	0%	**-**	97.8%	2.2%	0%	**-**	30.8%	69.2%	0%	**-**	-
% Total	0.3%	31.7%	0%	**32.0%**	65.9%	1.5%	0%	**67.4%**	0.2%	0.4%	0%	**0.6%**	-
PHF	0.500	0.883	-	**0.882**	0.913	0.773	-	**0.913**	0.500	0.750	-	**0.813**	0.936
Lights	6	717	0	**723**	1500	34	0	**1534**	4	9	0	**13**	2270
% Lights	100%	99.0%	0%	**99.0%**	99.7%	100%	0%	**99.7%**	100%	100%	0%	**100%**	99.5%
Articulated Trucks	0	2	0	**2**	2	0	0	**2**	0	0	0	**0**	4
% Articulated Trucks	0%	0.3%	0%	**0.3%**	0.1%	0%	0%	**0.1%**	0%	0%	0%	**0%**	0.2%
Buses and Single-Unit Trucks	0	5	0	**5**	2	0	0	**2**	0	0	0	**0**	7
% Buses and Single-Unit Trucks	0%	0.7%	0%	**0.7%**	0.1%	0%	0%	**0.1%**	0%	0%	0%	**0%**	0.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Raven - TMC
Mon Apr 21, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291607, Location: 36.09271, -94.197452

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Shiloh - TMC

Tue Apr 22, 2025
Full Length (7 AM-9:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291612, Location: 36.092676, -94.193729

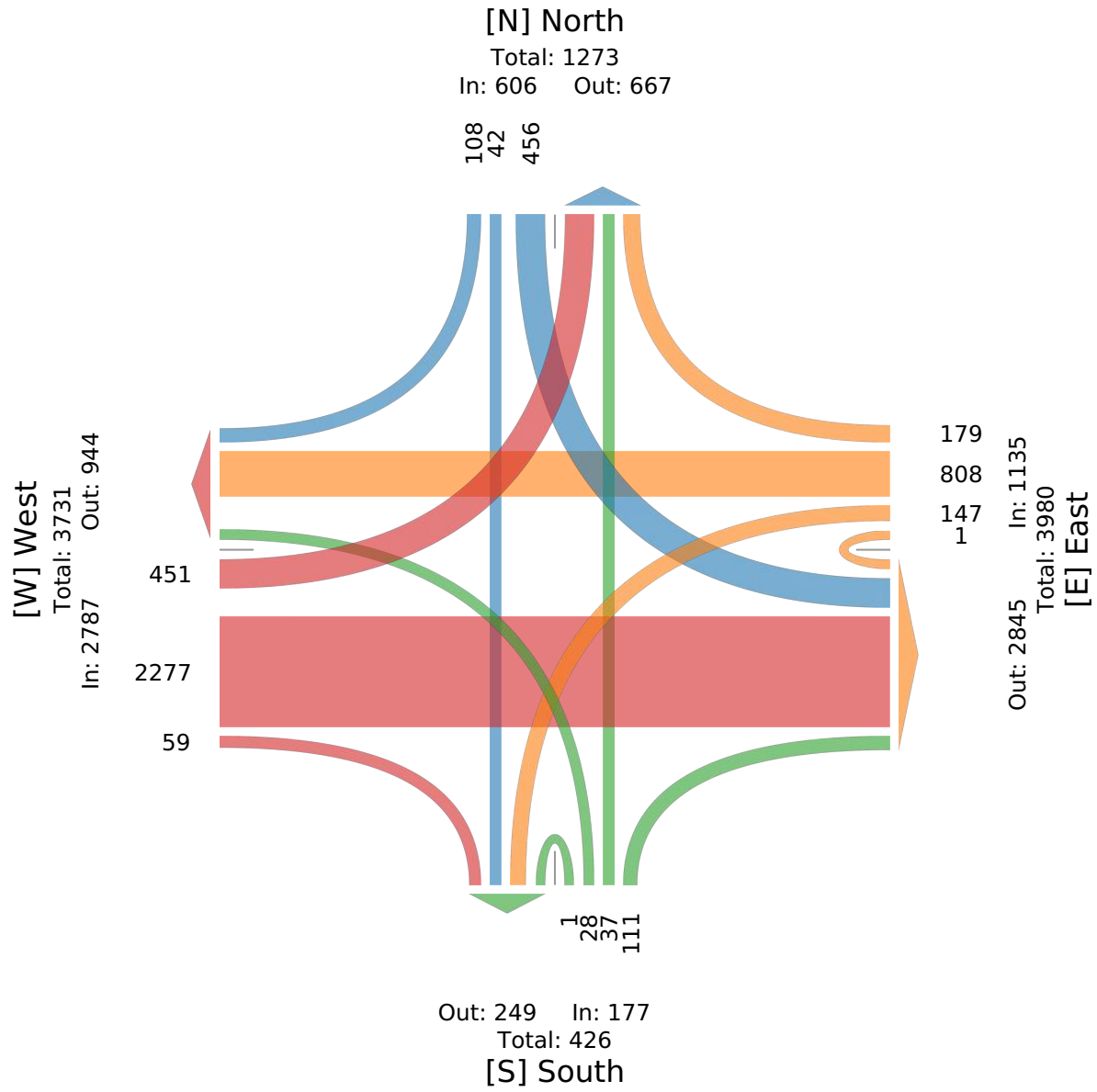
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 7:00AM	27	227	7	0	**261**	14	96	19	0	**129**	4	8	9	0	**21**	47	1	11	0	**59**	**470**
7:15AM	57	359	6	0	**422**	17	87	18	0	**122**	4	5	15	0	**24**	61	5	21	0	**87**	**655**
7:30AM	67	352	8	0	**427**	23	122	19	0	**164**	4	5	18	1	**28**	53	5	7	0	**65**	**684**
7:45AM	79	334	16	0	**429**	23	83	28	0	**134**	7	4	15	0	**26**	63	9	6	0	**78**	**667**
Hourly Total	230	1272	37	0	**1539**	77	388	84	0	**549**	19	22	57	1	**99**	224	20	45	0	**289**	**2476**
8:00AM	67	308	10	0	**385**	25	79	24	0	**128**	0	3	15	0	**18**	53	6	12	0	**71**	**602**
8:15AM	51	249	5	0	**305**	19	73	15	0	**107**	3	4	9	0	**16**	51	3	10	0	**64**	**492**
8:30AM	32	171	4	0	**207**	10	94	20	1	**125**	0	3	10	0	**13**	50	3	10	0	**63**	**408**
8:45AM	46	148	2	0	**196**	10	102	27	0	**139**	4	2	11	0	**17**	48	6	18	0	**72**	**424**
Hourly Total	196	876	21	0	**1093**	64	348	86	1	**499**	7	12	45	0	**64**	202	18	50	0	**270**	**1926**
9:00AM	25	129	1	0	**155**	6	72	9	0	**87**	2	3	9	0	**14**	30	4	13	0	**47**	**303**
9:15AM	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**
Hourly Total	25	129	1	0	**155**	6	72	9	0	**87**	2	3	9	0	**14**	30	4	13	0	**47**	**303**
Total	451	2277	59	0	**2787**	147	808	179	1	**1135**	28	37	111	1	**177**	456	42	108	0	**606**	**4705**
% Approach	16.2%	81.7%	2.1%	0%	**-**	13.0%	71.2%	15.8%	0.1%	**-**	15.8%	20.9%	62.7%	0.6%	**-**	75.2%	6.9%	17.8%	0%	**-**	-
% Total	9.6%	48.4%	1.3%	0%	**59.2%**	3.1%	17.2%	3.8%	0%	**24.1%**	0.6%	0.8%	2.4%	0%	**3.8%**	9.7%	0.9%	2.3%	0%	**12.9%**	-
Lights	449	2249	56	0	**2754**	141	788	171	1	**1101**	23	37	104	1	**165**	449	38	102	0	**589**	4609
% Lights	99.6%	98.8%	94.9%	0%	**98.8%**	95.9%	97.5%	95.5%	100%	**97.0%**	82.1%	100%	93.7%	100%	**93.2%**	98.5%	90.5%	94.4%	0%	**97.2%**	98.0%
Articulated Trucks	0	3	0	0	**3**	1	2	3	0	**6**	0	0	1	0	**1**	2	1	0	0	**3**	13
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	0.7%	0.2%	1.7%	0%	**0.5%**	0%	0%	0.9%	0%	**0.6%**	0.4%	2.4%	0%	0%	**0.5%**	0.3%
Buses and Single-Unit Trucks	2	25	3	0	**30**	5	18	5	0	**28**	5	0	6	0	**11**	5	3	6	0	**14**	83
% Buses and Single-Unit Trucks	0.4%	1.1%	5.1%	0%	**1.1%**	3.4%	2.2%	2.8%	0%	**2.5%**	17.9%	0%	5.4%	0%	**6.2%**	1.1%	7.1%	5.6%	0%	**2.3%**	1.8%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Shiloh - TMC
Tue Apr 22, 2025
Full Length (7 AM-9:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291612, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Shiloh - TMC

Tue Apr 22, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291612, Location: 36.092676, -94.193729

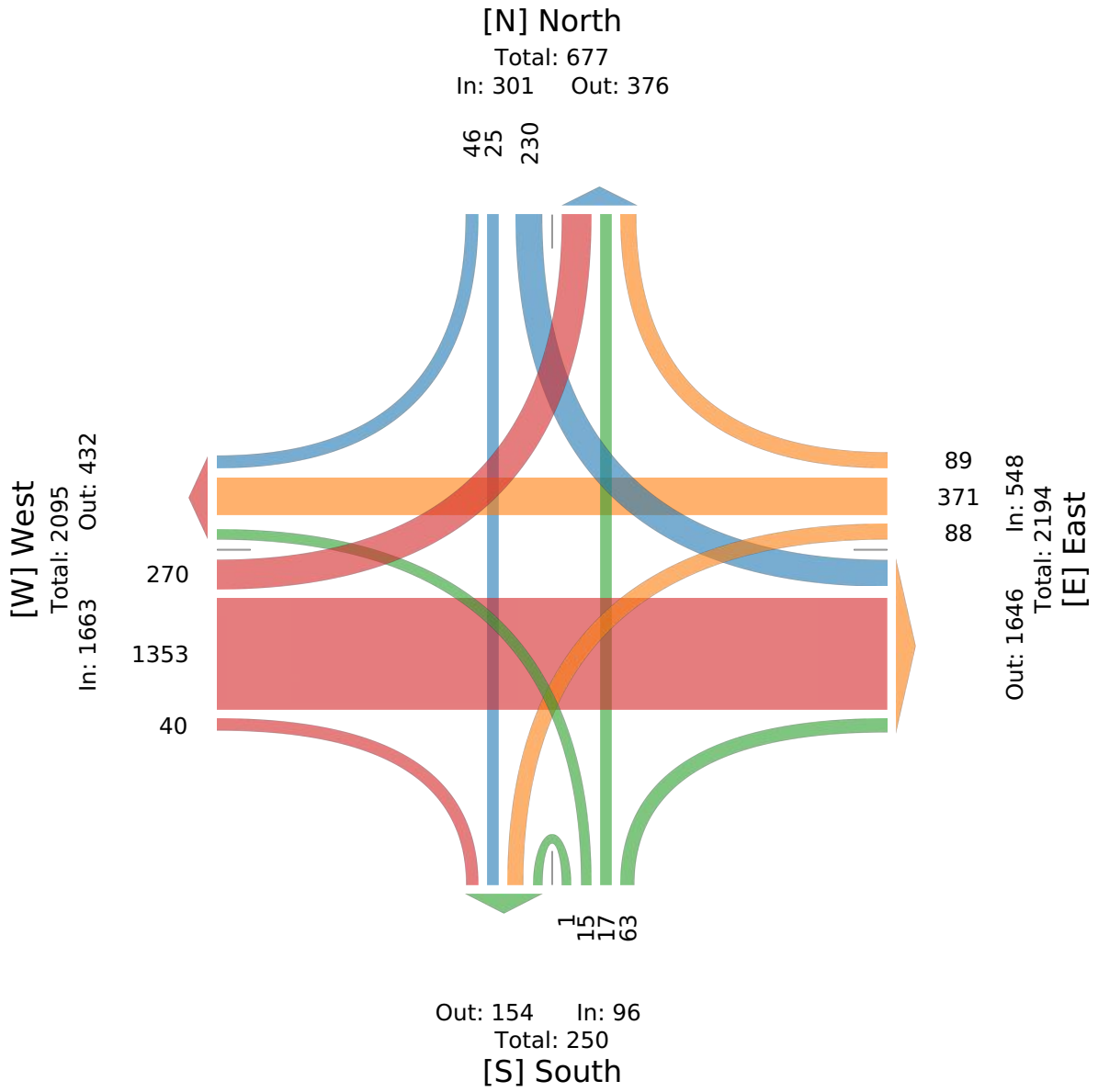
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 7:15AM	57	359	6	0	**422**	17	87	18	0	**122**	4	5	15	0	**24**	61	5	21	0	**87**	**655**
7:30AM	67	352	8	0	**427**	23	122	19	0	**164**	4	5	18	1	**28**	53	5	7	0	**65**	**684**
7:45AM	79	334	16	0	**429**	23	83	28	0	**134**	7	4	15	0	**26**	63	9	6	0	**78**	**667**
8:00AM	67	308	10	0	**385**	25	79	24	0	**128**	0	3	15	0	**18**	53	6	12	0	**71**	**602**
Total	270	1353	40	0	**1663**	88	371	89	0	**548**	15	17	63	1	**96**	230	25	46	0	**301**	**2608**
% Approach	16.2%	81.4%	2.4%	0%	**-**	16.1%	67.7%	16.2%	0%	**-**	15.6%	17.7%	65.6%	1.0%	**-**	76.4%	8.3%	15.3%	0%	**-**	-
% Total	10.4%	51.9%	1.5%	0%	**63.8%**	3.4%	14.2%	3.4%	0%	**21.0%**	0.6%	0.7%	2.4%	0%	**3.7%**	8.8%	1.0%	1.8%	0%	**11.5%**	-
PHF	0.854	0.942	0.625	-	**0.969**	0.880	0.760	0.795	-	**0.835**	0.536	0.850	0.875	0.250	**0.857**	0.913	0.694	0.548	-	**0.865**	0.953
Lights	270	1340	40	0	**1650**	86	363	84	0	**533**	15	17	60	1	**93**	227	22	44	0	**293**	2569
% Lights	100%	99.0%	100%	0%	**99.2%**	97.7%	97.8%	94.4%	0%	**97.3%**	100%	100%	95.2%	100%	**96.9%**	98.7%	88.0%	95.7%	0%	**97.3%**	98.5%
Articulated Trucks	0	1	0	0	**1**	1	2	2	0	**5**	0	0	0	0	**0**	1	1	0	0	**2**	8
% Articulated Trucks	0%	0.1%	0%	0%	**0.1%**	1.1%	0.5%	2.2%	0%	**0.9%**	0%	0%	0%	0%	**0%**	0.4%	4.0%	0%	0%	**0.7%**	0.3%
Buses and Single-Unit Trucks	0	12	0	0	**12**	1	6	3	0	**10**	0	0	3	0	**3**	2	2	2	0	**6**	31
% Buses and Single-Unit Trucks	0%	0.9%	0%	0%	**0.7%**	1.1%	1.6%	3.4%	0%	**1.8%**	0%	0%	4.8%	0%	**3.1%**	0.9%	8.0%	4.3%	0%	**2.0%**	1.2%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Shiloh - TMC
Tue Apr 22, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291612, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Deane Solomon & Shiloh - TMC

Tue Apr 22, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291593, Location: 36.094052, -94.193257

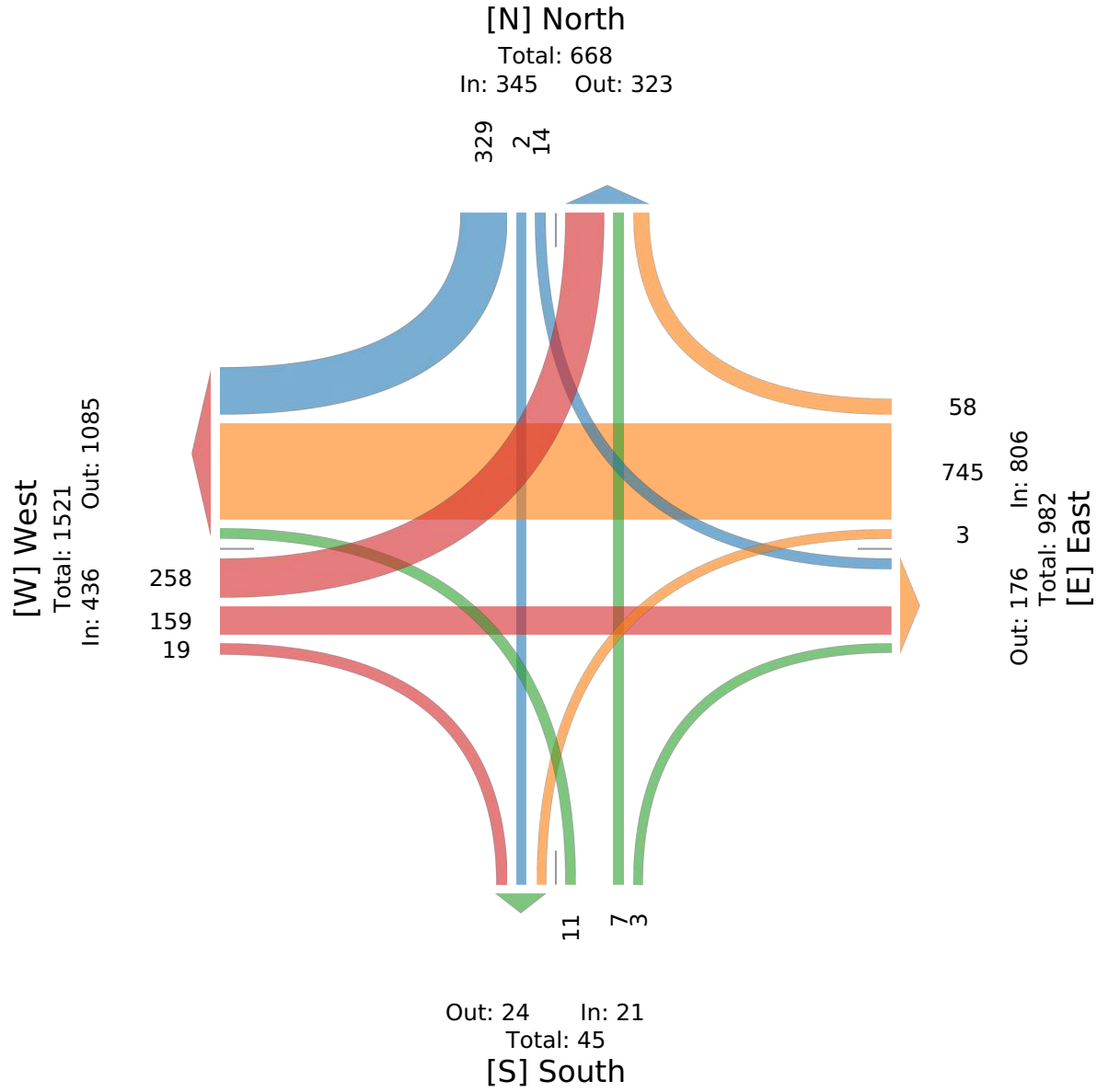
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 4:00PM	30	20	2	0	**52**	0	80	8	0	**88**	1	0	0	0	**1**	2	0	35	0	**37**	**178**
4:15PM	39	21	3	0	**63**	0	75	8	0	**83**	0	1	0	0	**1**	3	0	26	0	**29**	**176**
4:30PM	37	23	2	0	**62**	0	81	5	0	**86**	1	0	1	0	**2**	2	0	36	0	**38**	**188**
4:45PM	32	30	0	0	**62**	1	101	10	0	**112**	1	1	0	0	**2**	1	1	29	0	**31**	**207**
Hourly Total	138	94	7	0	**239**	1	337	31	0	**369**	3	2	1	0	**6**	8	1	126	0	**135**	**749**
5:00PM	37	18	3	0	**58**	1	115	4	0	**120**	4	0	2	0	**6**	2	0	48	0	**50**	**234**
5:15PM	24	18	2	0	**44**	1	96	10	0	**107**	1	2	0	0	**3**	1	0	34	0	**35**	**189**
5:30PM	33	17	3	0	**53**	0	118	6	0	**124**	2	1	0	0	**3**	1	0	70	0	**71**	**251**
5:45PM	26	12	4	0	**42**	0	79	7	0	**86**	1	2	0	0	**3**	2	1	51	0	**54**	**185**
Hourly Total	120	65	12	0	**197**	2	408	27	0	**437**	8	5	2	0	**15**	6	1	203	0	**210**	**859**
Total	258	159	19	0	**436**	3	745	58	0	**806**	11	7	3	0	**21**	14	2	329	0	**345**	**1608**
% Approach	59.2%	36.5%	4.4%	0%	**-**	0.4%	92.4%	7.2%	0%	**-**	52.4%	33.3%	14.3%	0%	**-**	4.1%	0.6%	95.4%	0%	**-**	-
% Total	16.0%	9.9%	1.2%	0%	**27.1%**	0.2%	46.3%	3.6%	0%	**50.1%**	0.7%	0.4%	0.2%	0%	**1.3%**	0.9%	0.1%	20.5%	0%	**21.5%**	-
Lights	257	159	19	0	**435**	3	740	58	0	**801**	11	7	3	0	**21**	14	2	325	0	**341**	1598
% Lights	99.6%	100%	100%	0%	**99.8%**	100%	99.3%	100%	0%	**99.4%**	100%	100%	100%	0%	**100%**	100%	100%	98.8%	0%	**98.8%**	99.4%
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	1	0	0	0	**1**	0	5	0	0	**5**	0	0	0	0	**0**	0	0	4	0	**4**	10
% Buses and Single-Unit Trucks	0.4%	0%	0%	0%	**0.2%**	0%	0.7%	0%	0%	**0.6%**	0%	0%	0%	0%	**0%**	0%	0%	1.2%	0%	**1.2%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Deane Solomon & Shiloh - TMC
Tue Apr 22, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291593, Location: 36.094052, -94.193257

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Deane Solomon & Shiloh - TMC

Tue Apr 22, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291593, Location: 36.094052, -94.193257

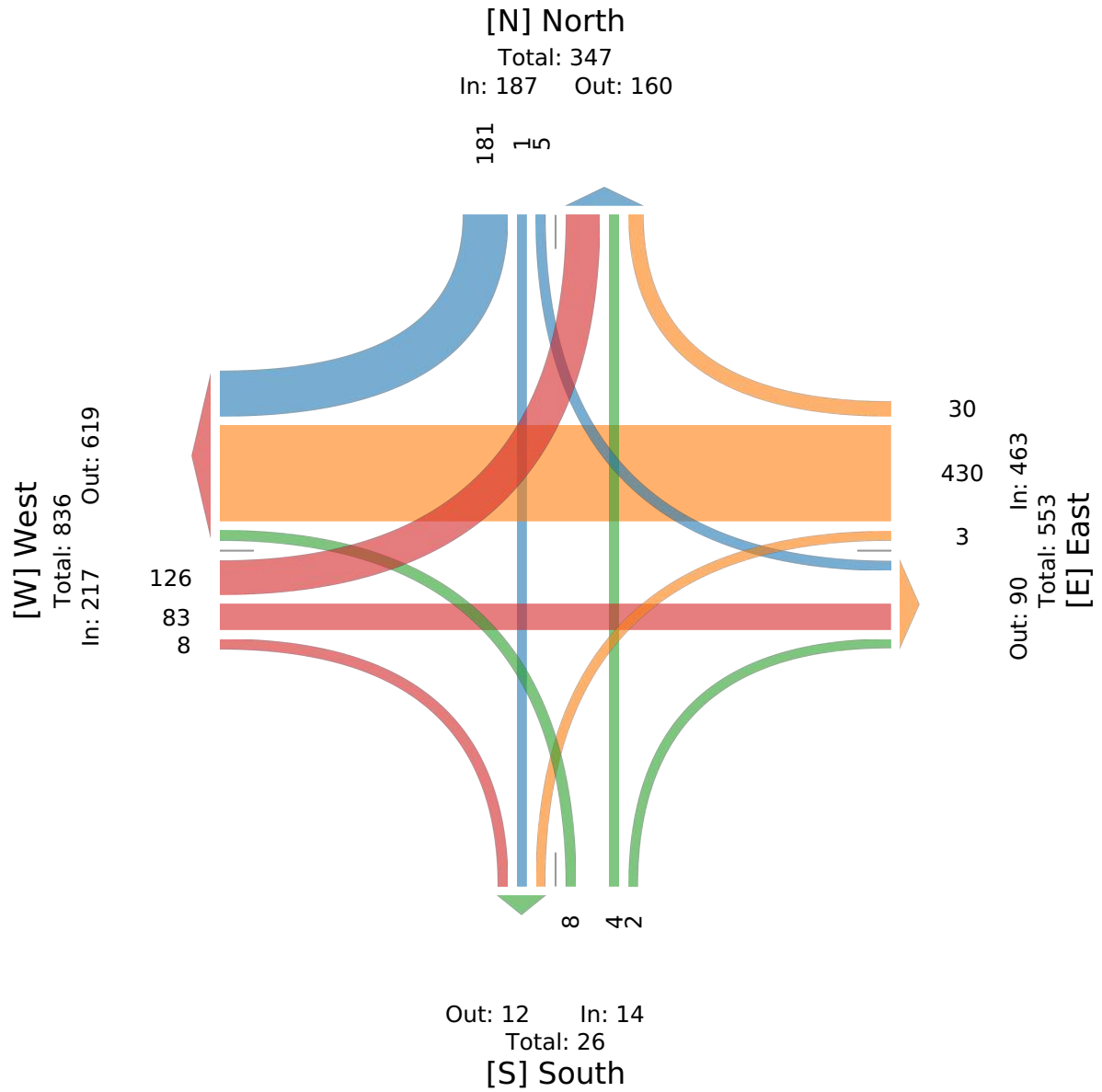
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 4:45PM	32	30	0	0	**62**	1	101	10	0	**112**	1	1	0	0	**2**	1	1	29	0	**31**	**207**
5:00PM	37	18	3	0	**58**	1	115	4	0	**120**	4	0	2	0	**6**	2	0	48	0	**50**	**234**
5:15PM	24	18	2	0	**44**	1	96	10	0	**107**	1	2	0	0	**3**	1	0	34	0	**35**	**189**
5:30PM	33	17	3	0	**53**	0	118	6	0	**124**	2	1	0	0	**3**	1	0	70	0	**71**	**251**
Total	126	83	8	0	**217**	3	430	30	0	**463**	8	4	2	0	**14**	5	1	181	0	**187**	**881**
% Approach	58.1%	38.2%	3.7%	0%	**-**	0.6%	92.9%	6.5%	0%	**-**	57.1%	28.6%	14.3%	0%	**-**	2.7%	0.5%	96.8%	0%	**-**	-
% Total	14.3%	9.4%	0.9%	0%	**24.6%**	0.3%	48.8%	3.4%	0%	**52.6%**	0.9%	0.5%	0.2%	0%	**1.6%**	0.6%	0.1%	20.5%	0%	**21.2%**	-
PHF	0.851	0.692	0.667	-	**0.875**	0.750	0.911	0.750	-	**0.933**	0.500	0.500	0.250	-	**0.583**	0.625	0.250	0.646	-	**0.658**	0.877
Lights	126	83	8	0	**217**	3	425	30	0	**458**	8	4	2	0	**14**	5	1	180	0	**186**	875
% Lights	100%	100%	100%	0%	**100%**	100%	98.8%	100%	0%	**98.9%**	100%	100%	100%	0%	**100%**	100%	100%	99.4%	0%	**99.5%**	99.3%
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	0	0	**0**	0	5	0	0	**5**	0	0	0	0	**0**	0	0	1	0	**1**	6
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	0%	1.2%	0%	0%	**1.1%**	0%	0%	0%	0%	**0%**	0%	0%	0.6%	0%	**0.5%**	0.7%

*L: Left, R: Right, T: Thru, U: U-Turn

Deane Solomon & Shiloh - TMC
Tue Apr 22, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291593, Location: 36.094052, -94.193257

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Emil Dr. & Deane Solomon Rd. - TMC

Wed Apr 23, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291599, Location: 36.095952, -94.193505

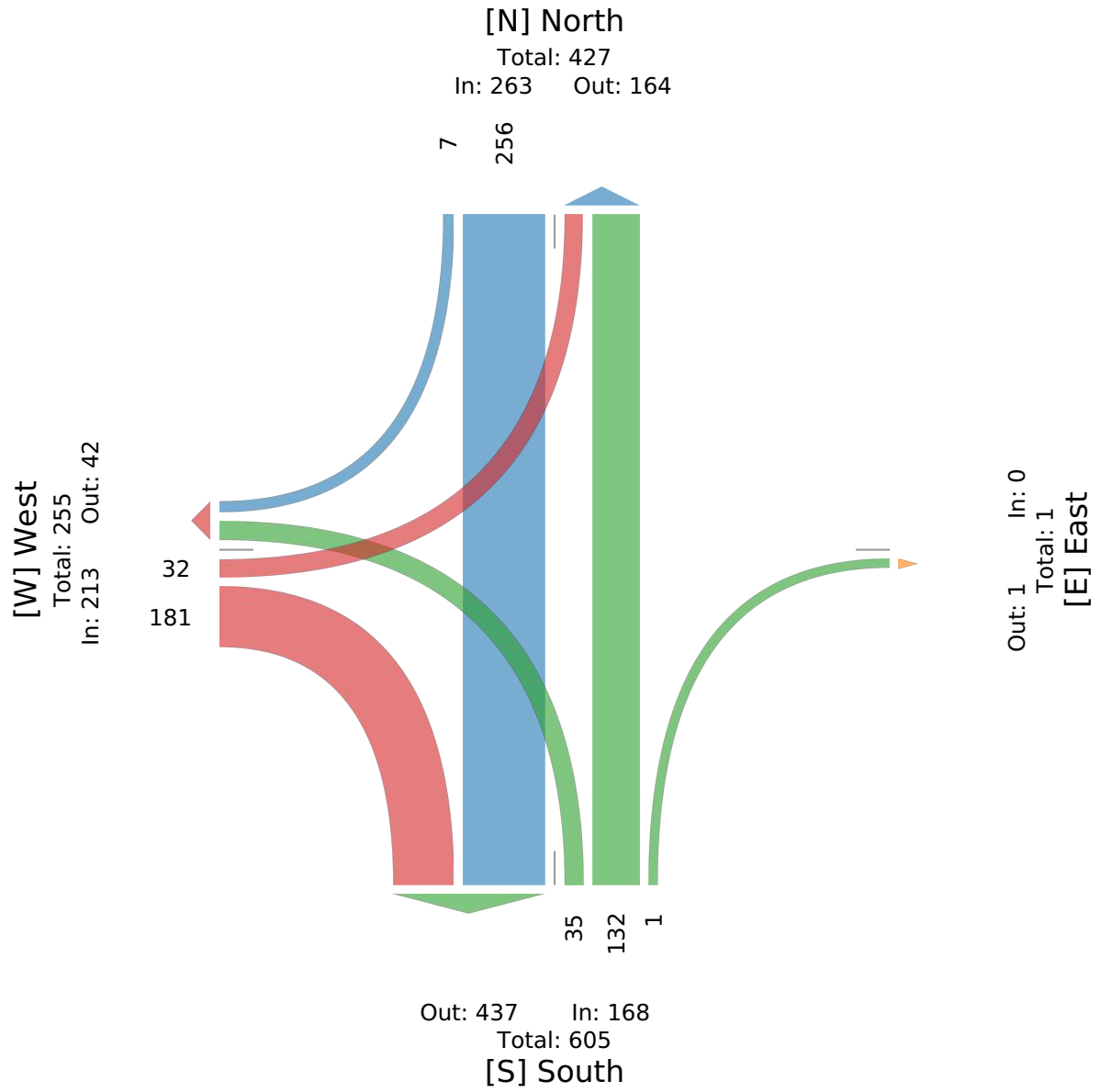
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-23 7:00AM	4	0	20	0	**24**	0	0	0	0	**0**	4	13	0	0	**17**	0	29	1	0	**30**	**71**
7:15AM	3	0	29	0	**32**	0	0	0	0	**0**	1	15	0	0	**16**	0	30	1	0	**31**	**79**
7:30AM	6	0	33	0	**39**	0	0	0	0	**0**	5	16	0	0	**21**	0	40	1	0	**41**	**101**
7:45AM	8	0	36	0	**44**	0	0	0	0	**0**	3	23	0	0	**26**	0	41	2	0	**43**	**113**
Hourly Total	21	0	118	0	**139**	0	0	0	0	**0**	13	67	0	0	**80**	0	140	5	0	**145**	**364**
8:00AM	1	0	26	0	**27**	0	0	0	0	**0**	5	20	0	0	**25**	0	36	1	0	**37**	**89**
8:15AM	4	0	18	0	**22**	0	0	0	0	**0**	4	10	0	0	**14**	0	33	1	0	**34**	**70**
8:30AM	3	0	13	0	**16**	0	0	0	0	**0**	8	15	0	0	**23**	0	26	0	0	**26**	**65**
8:45AM	3	0	6	0	**9**	0	0	0	0	**0**	5	20	1	0	**26**	0	21	0	0	**21**	**56**
Hourly Total	11	0	63	0	**74**	0	0	0	0	**0**	22	65	1	0	**88**	0	116	2	0	**118**	**280**
Total	32	0	181	0	**213**	0	0	0	0	**0**	35	132	1	0	**168**	0	256	7	0	**263**	**644**
% Approach	15.0%	0%	85.0%	0%	**-**	0%	0%	0%	0%	**-**	20.8%	78.6%	0.6%	0%	**-**	0%	97.3%	2.7%	0%	**-**	-
% Total	5.0%	0%	28.1%	0%	**33.1%**	0%	0%	0%	0%	**0%**	5.4%	20.5%	0.2%	0%	**26.1%**	0%	39.8%	1.1%	0%	**40.8%**	-
Lights	32	0	180	0	**212**	0	0	0	0	**0**	35	128	1	0	**164**	0	249	7	0	**256**	632
% Lights	100%	0%	99.4%	0%	**99.5%**	0%	0%	0%	0%	**-**	100%	97.0%	100%	0%	**97.6%**	0%	97.3%	100%	0%	**97.3%**	98.1%
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	1	0	**1**	0	0	0	0	**0**	0	4	0	0	**4**	0	7	0	0	**7**	12
% Buses and Single-Unit Trucks	0%	0%	0.6%	0%	**0.5%**	0%	0%	0%	0%	**-**	0%	3.0%	0%	0%	**2.4%**	0%	2.7%	0%	0%	**2.7%**	1.9%

*L: Left, R: Right, T: Thru, U: U-Turn

Emil Dr. & Deane Solomon Rd. - TMC
Wed Apr 23, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291599, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Emil Dr. & Deane Solomon Rd. - TMC

Wed Apr 23, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291599, Location: 36.095952, -94.193505

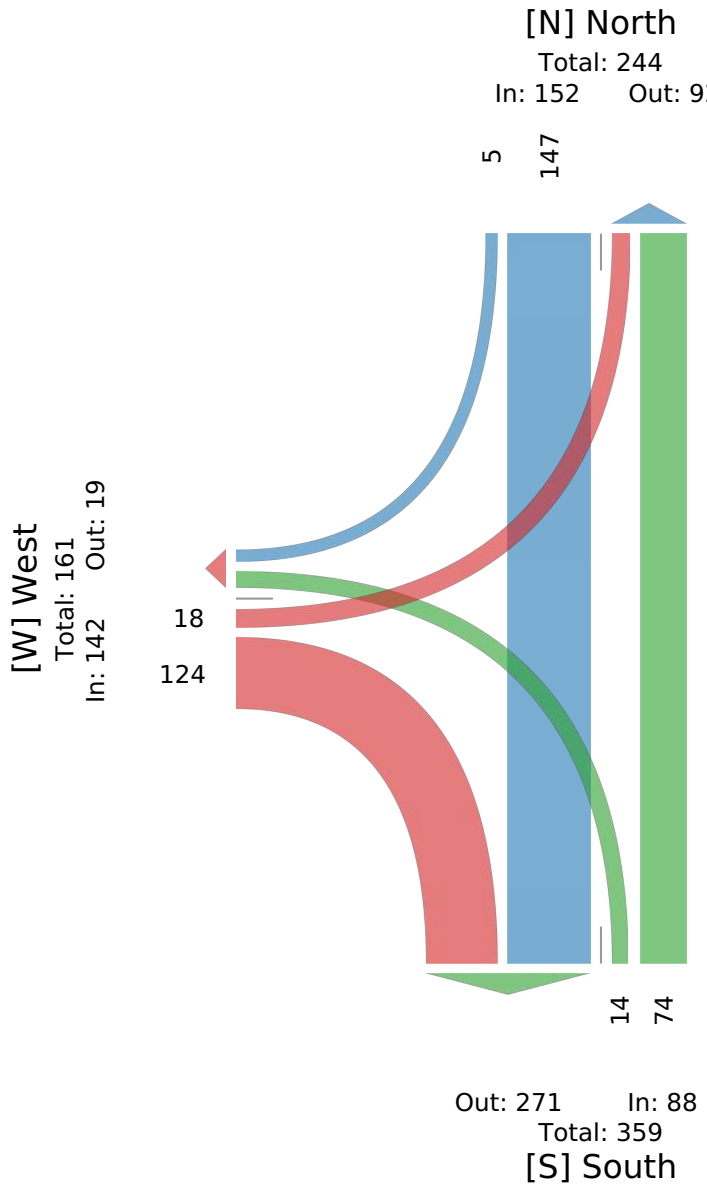
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-23 7:15AM	3	0	29	0	**32**	0	0	0	0	**0**	1	15	0	0	**16**	0	30	1	0	**31**	**79**
7:30AM	6	0	33	0	**39**	0	0	0	0	**0**	5	16	0	0	**21**	0	40	1	0	**41**	**101**
7:45AM	8	0	36	0	**44**	0	0	0	0	**0**	3	23	0	0	**26**	0	41	2	0	**43**	**113**
8:00AM	1	0	26	0	**27**	0	0	0	0	**0**	5	20	0	0	**25**	0	36	1	0	**37**	**89**
Total	18	0	124	0	**142**	0	0	0	0	**0**	14	74	0	0	**88**	0	147	5	0	**152**	**382**
% Approach	12.7%	0%	87.3%	0%	**-**	0%	0%	0%	0%	**-**	15.9%	84.1%	0%	0%	**-**	0%	96.7%	3.3%	0%	**-**	-
% Total	4.7%	0%	32.5%	0%	**37.2%**	0%	0%	0%	0%	**0%**	3.7%	19.4%	0%	0%	**23.0%**	0%	38.5%	1.3%	0%	**39.8%**	-
PHF	0.563	-	0.861	-	**0.807**	-	-	-	-	**-**	0.700	0.804	-	-	**0.846**	-	0.896	0.625	-	**0.884**	0.845
Lights	18	0	124	0	**142**	0	0	0	0	**0**	14	73	0	0	**87**	0	144	5	0	**149**	378
% Lights	100%	0%	100%	0%	**100%**	0%	0%	0%	0%	**-**	100%	98.6%	0%	0%	**98.9%**	0%	98.0%	100%	0%	**98.0%**	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	0	0	0	**0**	0	0	0	0	**0**	0	1	0	0	**1**	0	3	0	0	**3**	4
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**-**	0%	1.4%	0%	0%	**1.1%**	0%	2.0%	0%	0%	**2.0%**	1.0%

*L: Left, R: Right, T: Thru, U: U-Turn

Emil Dr. & Deane Solomon Rd. - TMC
Wed Apr 23, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291599, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Emil Dr. & Deane Solomon Rd. - TMC

Tue Apr 22, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291598, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

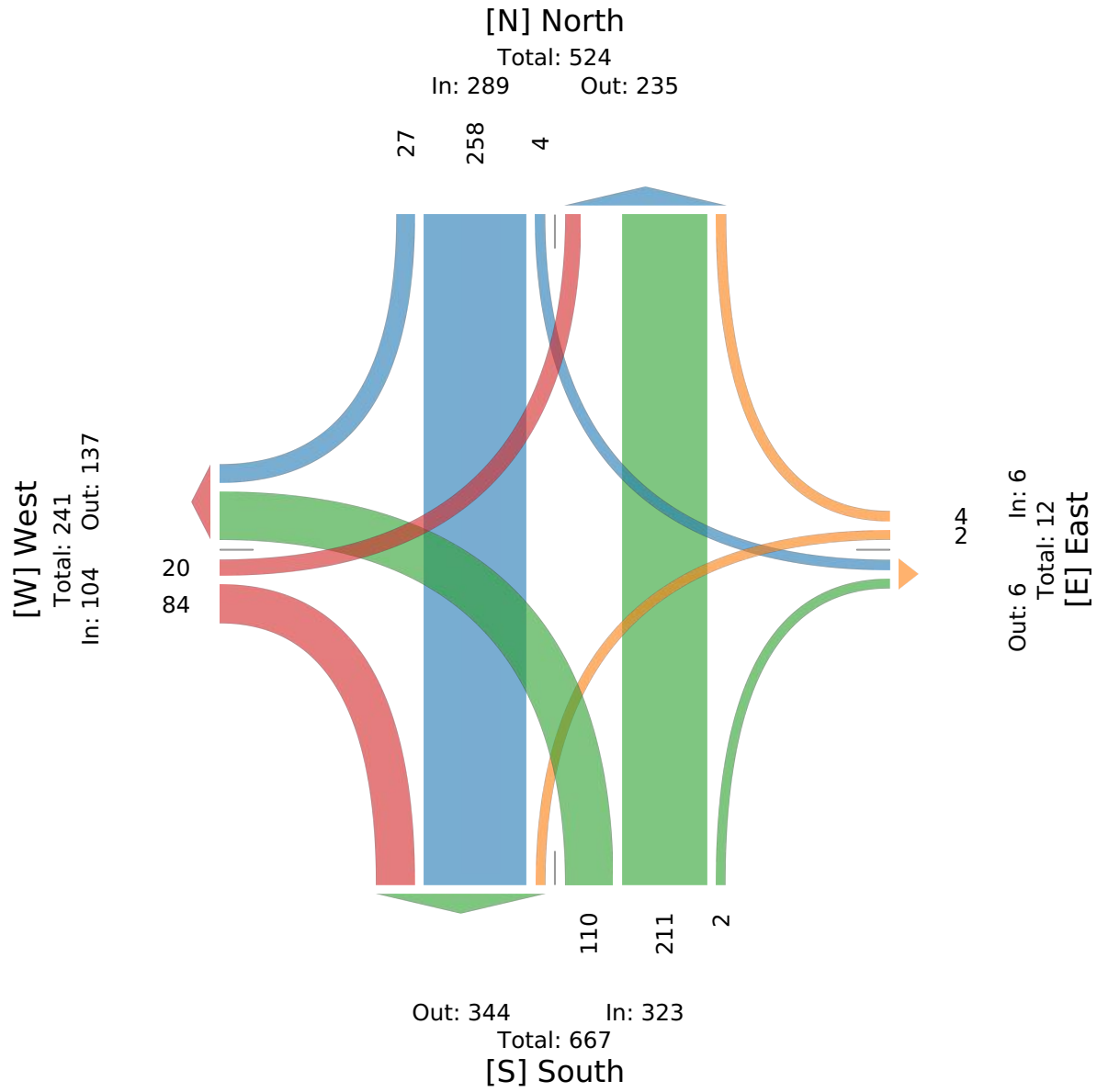
Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 4:00PM	2	0	7	0	**9**	0	0	1	0	**1**	14	26	0	0	**40**	1	31	4	0	**36**	**86**
4:15PM	2	0	5	0	**7**	0	0	0	0	**0**	17	28	0	0	**45**	0	24	2	0	**26**	**78**
4:30PM	2	0	14	0	**16**	0	0	0	0	**0**	17	28	0	0	**45**	0	23	3	0	**26**	**87**
4:45PM	3	0	9	0	**12**	0	0	1	0	**1**	8	33	0	0	**41**	1	23	5	0	**29**	**83**
Hourly Total	9	0	35	0	**44**	0	0	2	0	**2**	56	115	0	0	**171**	2	101	14	0	**117**	**334**
5:00PM	3	0	12	0	**15**	0	0	0	0	**0**	14	25	0	0	**39**	0	39	2	0	**41**	**95**
5:15PM	3	0	4	0	**7**	0	0	0	0	**0**	12	27	0	0	**39**	2	30	3	0	**35**	**81**
5:30PM	3	0	18	0	**21**	2	0	0	0	**2**	15	20	2	0	**37**	0	50	4	0	**54**	**114**
5:45PM	2	0	15	0	**17**	0	0	2	0	**2**	13	24	0	0	**37**	0	38	4	0	**42**	**98**
Hourly Total	11	0	49	0	**60**	2	0	2	0	**4**	54	96	2	0	**152**	2	157	13	0	**172**	**388**
Total	20	0	84	0	**104**	2	0	4	0	**6**	110	211	2	0	**323**	4	258	27	0	**289**	**722**
% Approach	19.2%	0%	80.8%	0%	**-**	33.3%	0%	66.7%	0%	**-**	34.1%	65.3%	0.6%	0%	**-**	1.4%	89.3%	9.3%	0%	**-**	-
% Total	2.8%	0%	11.6%	0%	**14.4%**	0.3%	0%	0.6%	0%	**0.8%**	15.2%	29.2%	0.3%	0%	**44.7%**	0.6%	35.7%	3.7%	0%	**40.0%**	-
Lights	20	0	84	0	**104**	2	0	4	0	**6**	110	210	2	0	**322**	4	255	27	0	**286**	718
% Lights	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	100%	99.5%	100%	0%	**99.7%**	100%	98.8%	100%	0%	**99.0%**	99.4%
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	0	0	**0**	0	0	0	0	**0**	0	1	0	0	**1**	0	3	0	0	**3**	4
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0.5%	0%	0%	**0.3%**	0%	1.2%	0%	0%	**1.0%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Emil Dr. & Deane Solomon Rd. - TMC

Tue Apr 22, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291598, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Emil Dr. & Deane Solomon Rd. - TMC

Tue Apr 22, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291598, Location: 36.095952, -94.193505

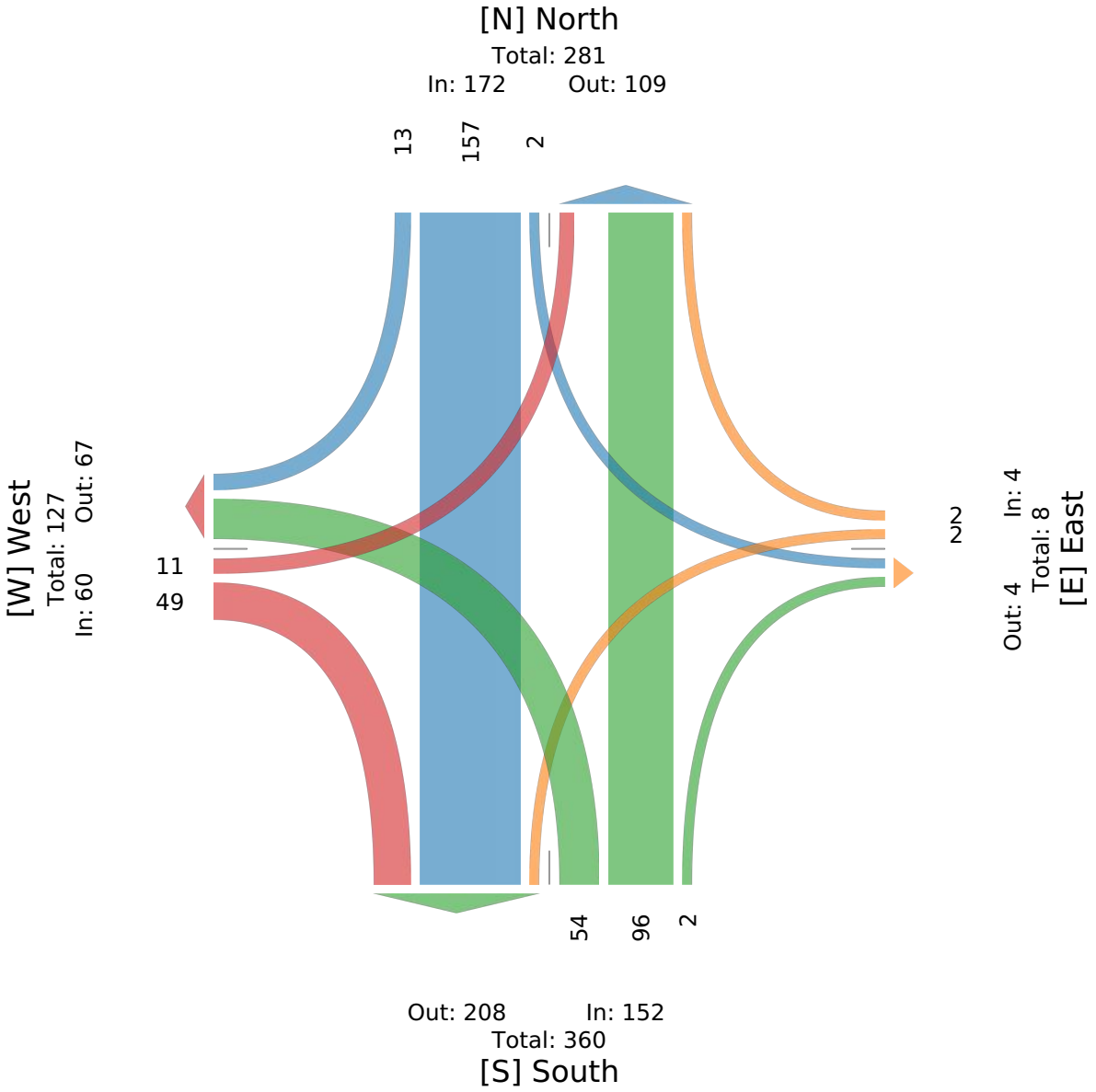
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-22 5:00PM	3	0	12	0	**15**	0	0	0	0	**0**	14	25	0	0	**39**	0	39	2	0	**41**	**95**
5:15PM	3	0	4	0	**7**	0	0	0	0	**0**	12	27	0	0	**39**	2	30	3	0	**35**	**81**
5:30PM	3	0	18	0	**21**	2	0	0	0	**2**	15	20	2	0	**37**	0	50	4	0	**54**	**114**
5:45PM	2	0	15	0	**17**	0	0	2	0	**2**	13	24	0	0	**37**	0	38	4	0	**42**	**98**
Total	11	0	49	0	**60**	2	0	2	0	**4**	54	96	2	0	**152**	2	157	13	0	**172**	**388**
% Approach	18.3%	0%	81.7%	0%	**-**	50.0%	0%	50.0%	0%	**-**	35.5%	63.2%	1.3%	0%	**-**	1.2%	91.3%	7.6%	0%	**-**	-
% Total	2.8%	0%	12.6%	0%	**15.5%**	0.5%	0%	0.5%	0%	**1.0%**	13.9%	24.7%	0.5%	0%	**39.2%**	0.5%	40.5%	3.4%	0%	**44.3%**	-
PHF	0.917	-	0.681	-	**0.714**	0.250	-	0.250	-	**0.500**	0.900	0.889	0.250	-	**0.974**	0.250	0.785	0.813	-	**0.796**	0.851
Lights	11	0	49	0	**60**	2	0	2	0	**4**	54	96	2	0	**152**	2	156	13	0	**171**	387
% Lights	100%	0%	100%	0%	**100%**	100%	0%	100%	0%	**100%**	100%	100%	100%	0%	**100%**	100%	99.4%	100%	0%	**99.4%**	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	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%**	0%	0.6%	0%	0%	**0.6%**	0.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Emil Dr. & Deane Solomon Rd. - TMC
Tue Apr 22, 2025
PM Peak (5 PM - 6 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291598, Location: 36.095952, -94.193505

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Deane Solomon & Shiloh - TMC

Wed Apr 23, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291595, Location: 36.094052, -94.193257

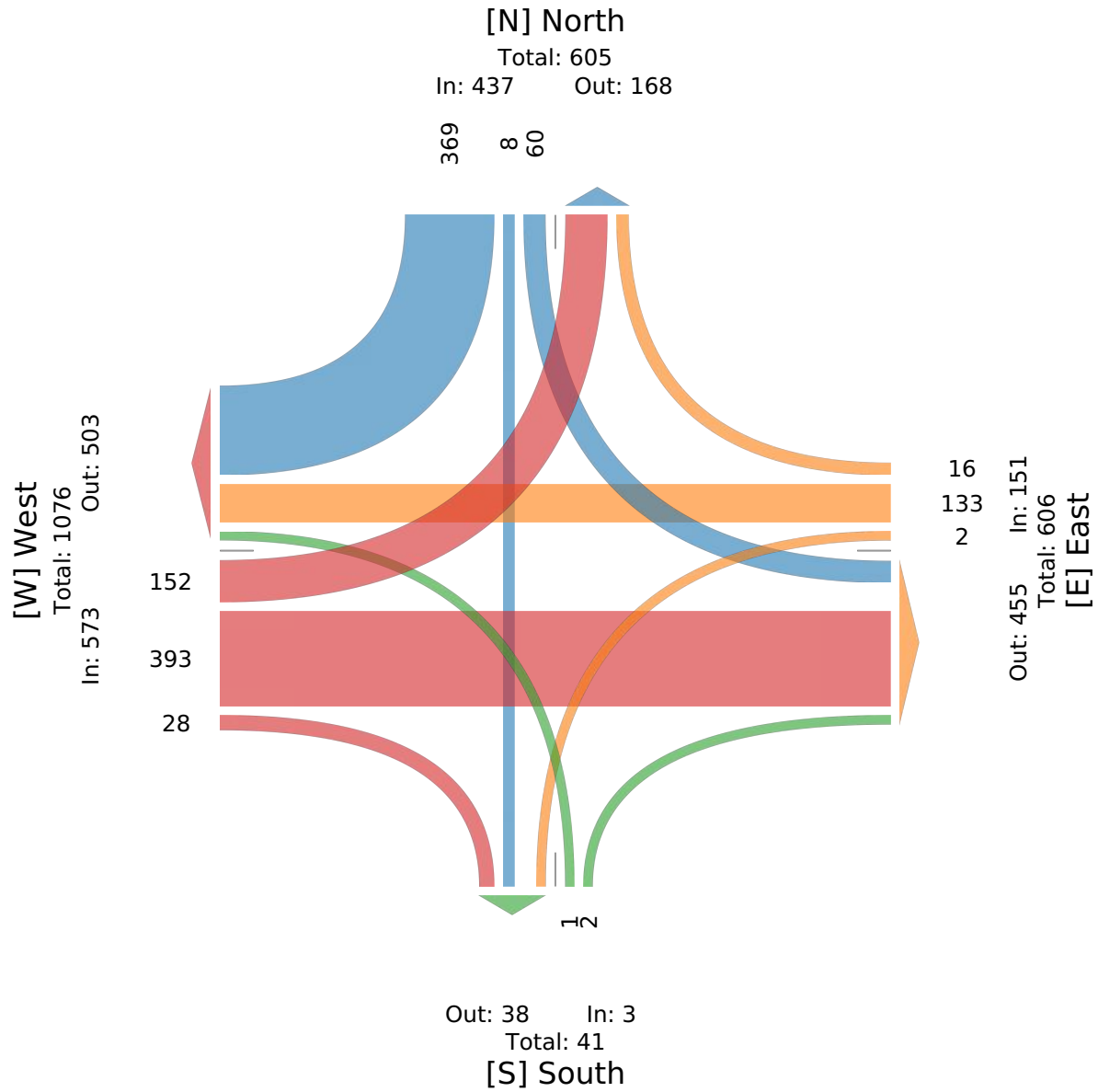
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-23 7:00AM	18	39	1	0	**58**	0	7	1	0	**8**	0	0	0	0	**0**	1	1	46	0	**48**	**114**
7:15AM	14	46	2	0	**62**	1	22	0	0	**23**	0	0	0	0	**0**	12	0	49	0	**61**	**146**
7:30AM	26	84	2	0	**112**	0	14	0	0	**14**	0	0	0	0	**0**	16	2	52	0	**70**	**196**
7:45AM	20	91	8	0	**119**	0	11	2	0	**13**	0	0	0	0	**0**	20	3	52	0	**75**	**207**
Hourly Total	78	260	13	0	**351**	1	54	3	0	**58**	0	0	0	0	**0**	49	6	199	0	**254**	**663**
8:00AM	23	40	2	0	**65**	0	19	3	0	**22**	0	0	0	0	**0**	5	0	59	0	**64**	**151**
8:15AM	10	36	5	0	**51**	0	20	3	0	**23**	0	0	0	0	**0**	1	1	49	0	**51**	**125**
8:30AM	17	27	5	0	**49**	1	26	6	0	**33**	0	0	2	0	**2**	1	1	38	0	**40**	**124**
8:45AM	24	30	3	0	**57**	0	14	1	0	**15**	1	0	0	0	**1**	4	0	24	0	**28**	**101**
Hourly Total	74	133	15	0	**222**	1	79	13	0	**93**	1	0	2	0	**3**	11	2	170	0	**183**	**501**
Total	152	393	28	0	**573**	2	133	16	0	**151**	1	0	2	0	**3**	60	8	369	0	**437**	**1164**
% Approach	26.5%	68.6%	4.9%	0%	**-**	1.3%	88.1%	10.6%	0%	**-**	33.3%	0%	66.7%	0%	**-**	13.7%	1.8%	84.4%	0%	**-**	-
% Total	13.1%	33.8%	2.4%	0%	**49.2%**	0.2%	11.4%	1.4%	0%	**13.0%**	0.1%	0%	0.2%	0%	**0.3%**	5.2%	0.7%	31.7%	0%	**37.5%**	-
Lights	149	391	28	0	**568**	2	131	16	0	**149**	1	0	2	0	**3**	59	8	362	0	**429**	1149
% Lights	98.0%	99.5%	100%	0%	**99.1%**	100%	98.5%	100%	0%	**98.7%**	100%	0%	100%	0%	**100%**	98.3%	100%	98.1%	0%	**98.2%**	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%	0.3%	0%	0%	**0.2%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	3	1	0	0	**4**	0	2	0	0	**2**	0	0	0	0	**0**	1	0	7	0	**8**	14
% Buses and Single-Unit Trucks	2.0%	0.3%	0%	0%	**0.7%**	0%	1.5%	0%	0%	**1.3%**	0%	0%	0%	0%	**0%**	1.7%	0%	1.9%	0%	**1.8%**	1.2%

*L: Left, R: Right, T: Thru, U: U-Turn

Deane Solomon & Shiloh - TMC
Wed Apr 23, 2025
Full Length (7 AM-9 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291595, Location: 36.094052, -94.193257

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Deane Solomon & Shiloh - TMC

Wed Apr 23, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291595, Location: 36.094052, -94.193257

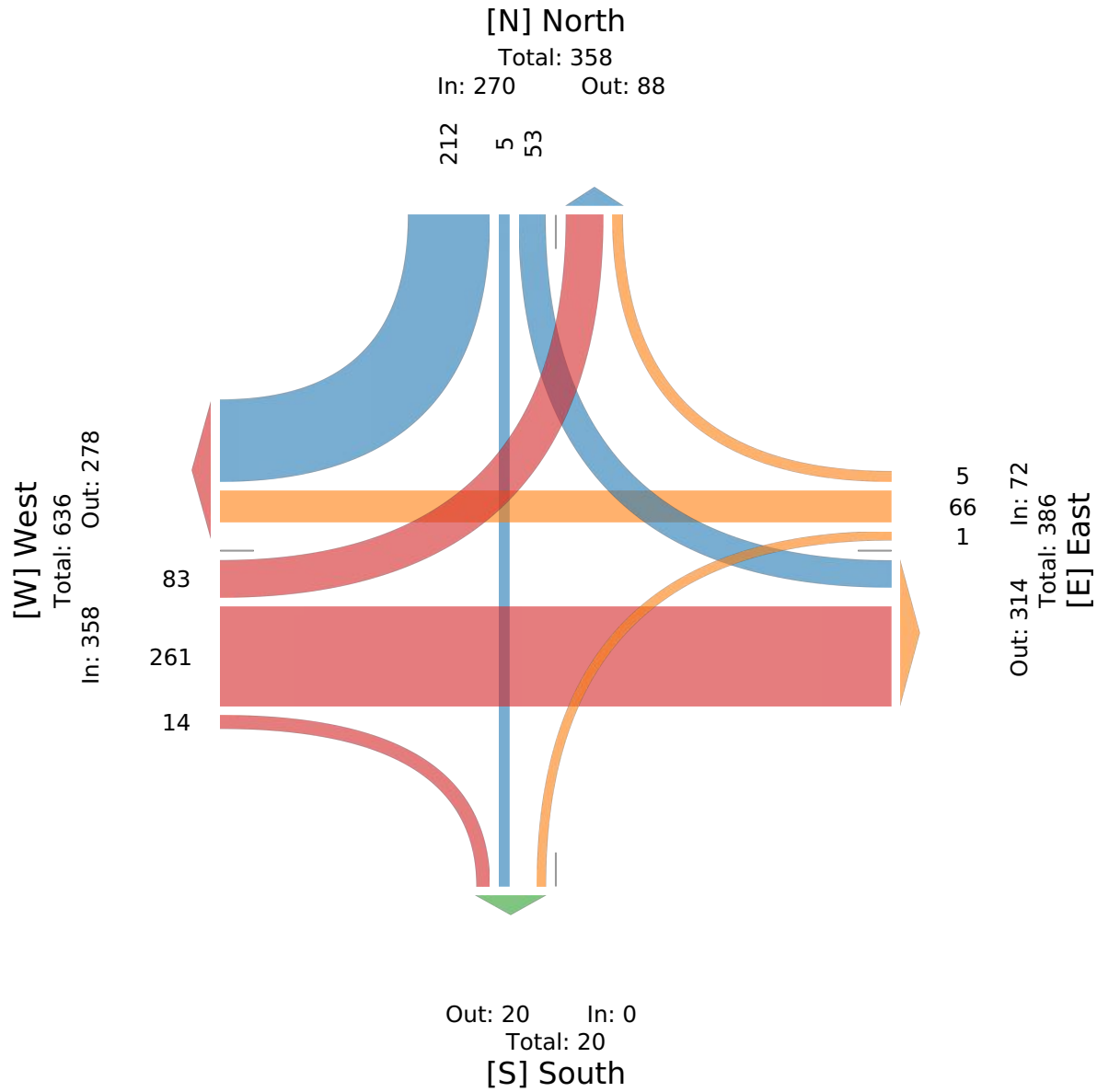
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg / Direction	West Eastbound					East Westbound					South Northbound					North Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-23 7:15AM	14	46	2	0	**62**	1	22	0	0	**23**	0	0	0	0	**0**	12	0	49	0	**61**	**146**
7:30AM	26	84	2	0	**112**	0	14	0	0	**14**	0	0	0	0	**0**	16	2	52	0	**70**	**196**
7:45AM	20	91	8	0	**119**	0	11	2	0	**13**	0	0	0	0	**0**	20	3	52	0	**75**	**207**
8:00AM	23	40	2	0	**65**	0	19	3	0	**22**	0	0	0	0	**0**	5	0	59	0	**64**	**151**
Total	83	261	14	0	**358**	1	66	5	0	**72**	0	0	0	0	**0**	53	5	212	0	**270**	**700**
% Approach	23.2%	72.9%	3.9%	0%	**-**	1.4%	91.7%	6.9%	0%	**-**	0%	0%	0%	0%	**-**	19.6%	1.9%	78.5%	0%	**-**	-
% Total	11.9%	37.3%	2.0%	0%	**51.1%**	0.1%	9.4%	0.7%	0%	**10.3%**	0%	0%	0%	0%	**0%**	7.6%	0.7%	30.3%	0%	**38.6%**	-
PHF	0.798	0.717	0.438	-	**0.752**	0.250	0.750	0.417	-	**0.783**	-	-	-	-	**-**	0.663	0.417	0.898	-	**0.900**	0.845
Lights	83	260	14	0	**357**	1	64	5	0	**70**	0	0	0	0	**0**	52	5	210	0	**267**	694
% Lights	100%	99.6%	100%	0%	**99.7%**	100%	97.0%	100%	0%	**97.2%**	0%	0%	0%	0%	**-**	98.1%	100%	99.1%	0%	**98.9%**	99.1%
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	2	0	0	**2**	0	0	0	0	**0**	1	0	2	0	**3**	6
% Buses and Single-Unit Trucks	0%	0.4%	0%	0%	**0.3%**	0%	3.0%	0%	0%	**2.8%**	0%	0%	0%	0%	**-**	1.9%	0%	0.9%	0%	**1.1%**	0.9%

*L: Left, R: Right, T: Thru, U: U-Turn

Deane Solomon & Shiloh - TMC
Wed Apr 23, 2025
AM Peak (7:15 AM - 8:15 AM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291595, Location: 36.094052, -94.193257

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Shiloh - TMC

Mon Apr 21, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291611, Location: 36.092676, -94.193729

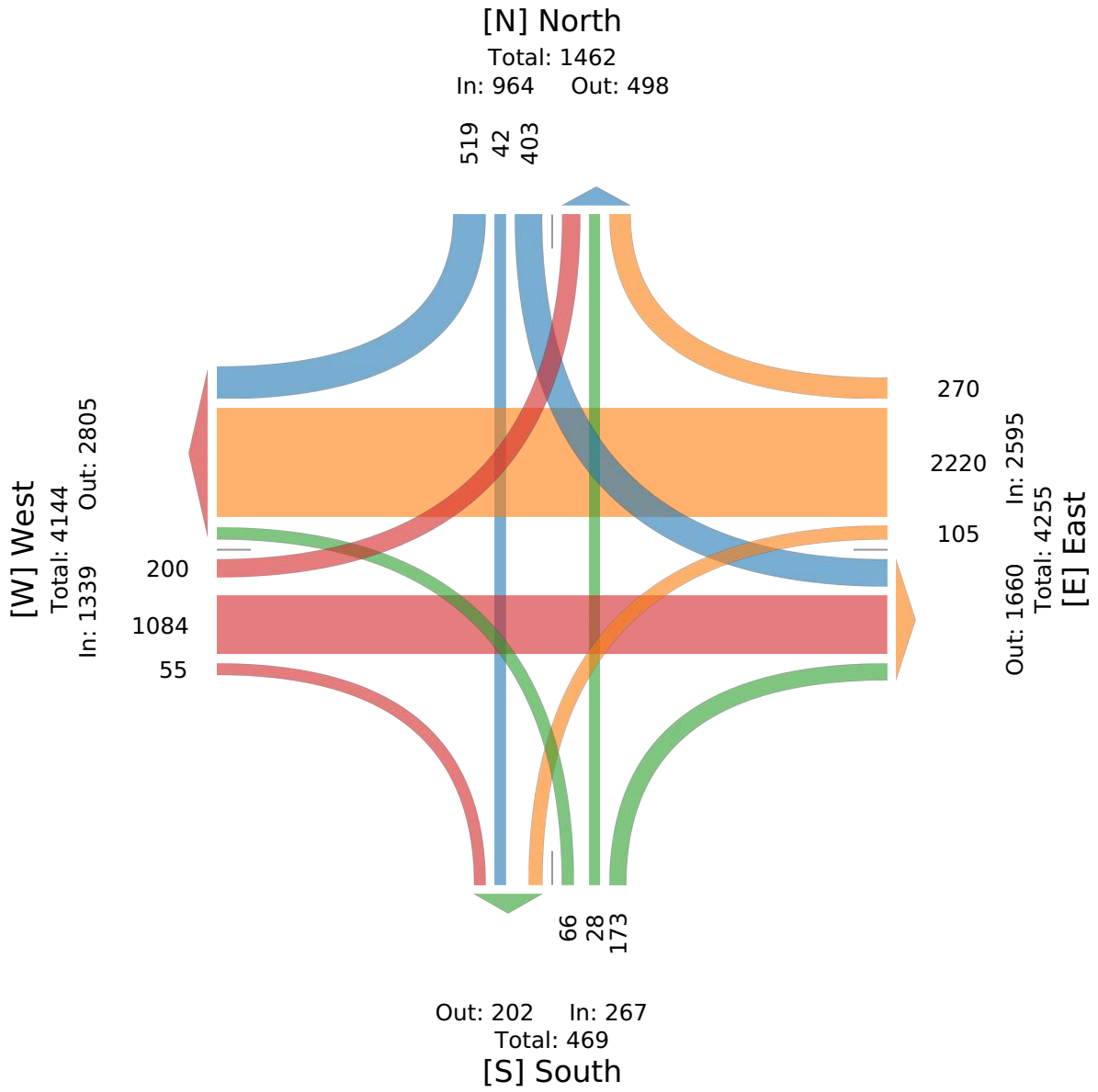
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2025-04-21 4:00PM	25	113	7	0	**145**	15	232	35	0	**282**	8	3	15	0	**26**	45	4	52	0	**101**	**554**
4:15PM	30	95	3	0	**128**	14	298	38	0	**350**	6	0	24	0	**30**	49	7	59	0	**115**	**623**
4:30PM	23	119	7	0	**149**	5	277	35	0	**317**	4	4	16	0	**24**	45	6	74	0	**125**	**615**
4:45PM	19	125	9	0	**153**	16	258	38	0	**312**	21	4	49	0	**74**	41	2	46	0	**89**	**628**
Hourly Total	97	452	26	0	**575**	50	1065	146	0	**1261**	39	11	104	0	**154**	180	19	231	0	**430**	**2420**
5:00PM	26	176	8	0	**210**	10	320	35	0	**365**	8	7	26	0	**41**	74	10	92	0	**176**	**792**
5:15PM	29	149	7	0	**185**	15	330	41	0	**386**	9	3	13	0	**25**	43	5	66	0	**114**	**710**
5:30PM	29	155	8	0	**192**	17	296	25	0	**338**	5	5	12	0	**22**	58	6	78	0	**142**	**694**
5:45PM	19	152	6	0	**177**	13	209	23	0	**245**	5	2	18	0	**25**	48	2	52	0	**102**	**549**
Hourly Total	103	632	29	0	**764**	55	1155	124	0	**1334**	27	17	69	0	**113**	223	23	288	0	**534**	**2745**
6:00PM	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**
Hourly Total	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	0	0	0	0	**0**	**0**
Total	200	1084	55	0	**1339**	105	2220	270	0	**2595**	66	28	173	0	**267**	403	42	519	0	**964**	**5165**
% Approach	14.9%	81.0%	4.1%	0%	**-**	4.0%	85.5%	10.4%	0%	**-**	24.7%	10.5%	64.8%	0%	**-**	41.8%	4.4%	53.8%	0%	**-**	-
% Total	3.9%	21.0%	1.1%	0%	**25.9%**	2.0%	43.0%	5.2%	0%	**50.2%**	1.3%	0.5%	3.3%	0%	**5.2%**	7.8%	0.8%	10.0%	0%	**18.7%**	-
Lights	199	1068	55	0	**1322**	104	2210	268	0	**2582**	66	28	171	0	**265**	400	42	518	0	**960**	5129
% Lights	99.5%	98.5%	100%	0%	**98.7%**	99.0%	99.5%	99.3%	0%	**99.5%**	100%	100%	98.8%	0%	**99.3%**	99.3%	100%	99.8%	0%	**99.6%**	99.3%
Articulated Trucks	0	2	0	0	**2**	0	3	0	0	**3**	0	0	0	0	**0**	1	0	0	0	**1**	6
% Articulated Trucks	0%	0.2%	0%	0%	**0.1%**	0%	0.1%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0.2%	0%	0%	0%	**0.1%**	0.1%
Buses and Single-Unit Trucks	1	14	0	0	**15**	1	7	2	0	**10**	0	0	2	0	**2**	2	0	1	0	**3**	30
% Buses and Single-Unit Trucks	0.5%	1.3%	0%	0%	**1.1%**	1.0%	0.3%	0.7%	0%	**0.4%**	0%	0%	1.2%	0%	**0.7%**	0.5%	0%	0.2%	0%	**0.3%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Shiloh - TMC
Mon Apr 21, 2025
Full Length (4 PM-6 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291611, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US



Mt.Comfort & Shiloh - TMC

Mon Apr 21, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291611, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Suite 106, Fayetteville, AR, 72701, US

Leg	West					East					South					North					
Direction	Eastbound					Westbound					Northbound					Southbound					
Time	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	L	T	R	U	**App**	**Int**
2025-04-21 4:45PM	19	125	9	0	**153**	16	258	38	0	**312**	21	4	49	0	**74**	41	2	46	0	**89**	**628**
5:00PM	26	176	8	0	**210**	10	320	35	0	**365**	8	7	26	0	**41**	74	10	92	0	**176**	**792**
5:15PM	29	149	7	0	**185**	15	330	41	0	**386**	9	3	13	0	**25**	43	5	66	0	**114**	**710**
5:30PM	29	155	8	0	**192**	17	296	25	0	**338**	5	5	12	0	**22**	58	6	78	0	**142**	**694**
Total	103	605	32	0	**740**	58	1204	139	0	**1401**	43	19	100	0	**162**	216	23	282	0	**521**	**2824**
% Approach	13.9%	81.8%	4.3%	0%	**-**	4.1%	85.9%	9.9%	0%	**-**	26.5%	11.7%	61.7%	0%	**-**	41.5%	4.4%	54.1%	0%	**-**	-
% Total	3.6%	21.4%	1.1%	0%	**26.2%**	2.1%	42.6%	4.9%	0%	**49.6%**	1.5%	0.7%	3.5%	0%	**5.7%**	7.6%	0.8%	10.0%	0%	**18.4%**	-
PHF	0.888	0.859	0.889	-	**0.881**	0.853	0.912	0.848	-	**0.907**	0.512	0.679	0.510	-	**0.547**	0.730	0.575	0.766	-	**0.740**	0.891
Lights	103	597	32	0	**732**	58	1201	139	0	**1398**	43	19	100	0	**162**	214	23	282	0	**519**	2811
% Lights	100%	98.7%	100%	0%	**98.9%**	100%	99.8%	100%	0%	**99.8%**	100%	100%	100%	0%	**100%**	99.1%	100%	100%	0%	**99.6%**	99.5%
Articulated Trucks	0	2	0	0	**2**	0	2	0	0	**2**	0	0	0	0	**0**	0	0	0	0	**0**	4
% Articulated Trucks	0%	0.3%	0%	0%	**0.3%**	0%	0.2%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0%	0%	0%	0%	**0%**	0.1%
Buses and Single-Unit Trucks	0	6	0	0	**6**	0	1	0	0	**1**	0	0	0	0	**0**	2	0	0	0	**2**	9
% Buses and Single-Unit Trucks	0%	1.0%	0%	0%	**0.8%**	0%	0.1%	0%	0%	**0.1%**	0%	0%	0%	0%	**0%**	0.9%	0%	0%	0%	**0.4%**	0.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Mt.Comfort & Shiloh - TMC
Mon Apr 21, 2025
PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1291611, Location: 36.092676, -94.193729

Provided by: Traffic Engineering Consultants, Inc.
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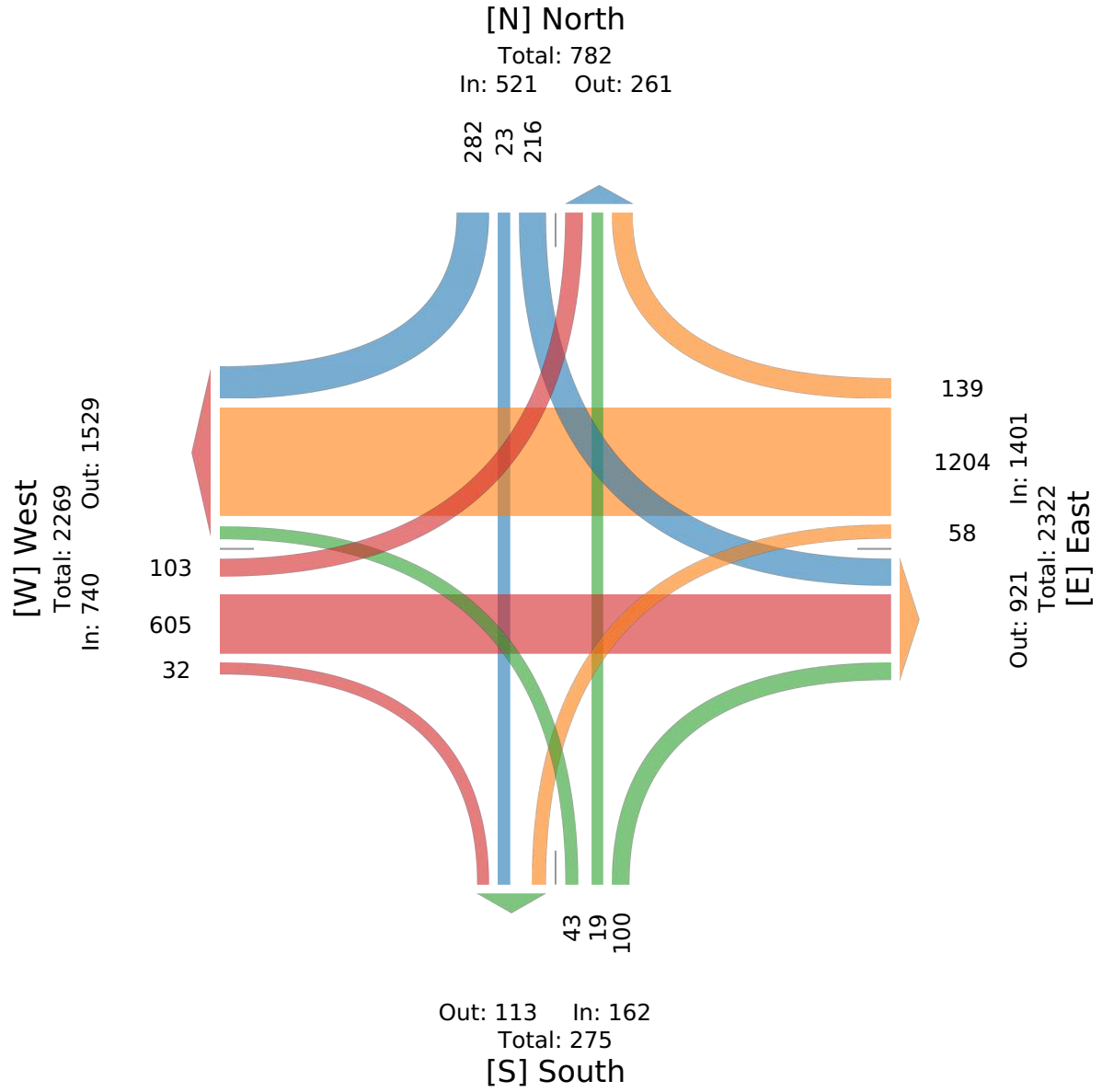


HISTORICAL AADT

AADT TABLE

NWARPC TRAVEL FORECASTING MODEL PROJECTIONS

W. Mt. Comfort Rd (btwn Woodlark & Shiloh)

year	AADT	Growth % to 2045	Growth % to next year
2018	11256	2.84%	2.40%
2025	13145	2.56%	2.29%
2035	16156	2.31%	2.31%
2045	19888		
		2.57%	2.33%

W. Mt. Comfort Rd (btwn Hatterly & Woodlark)

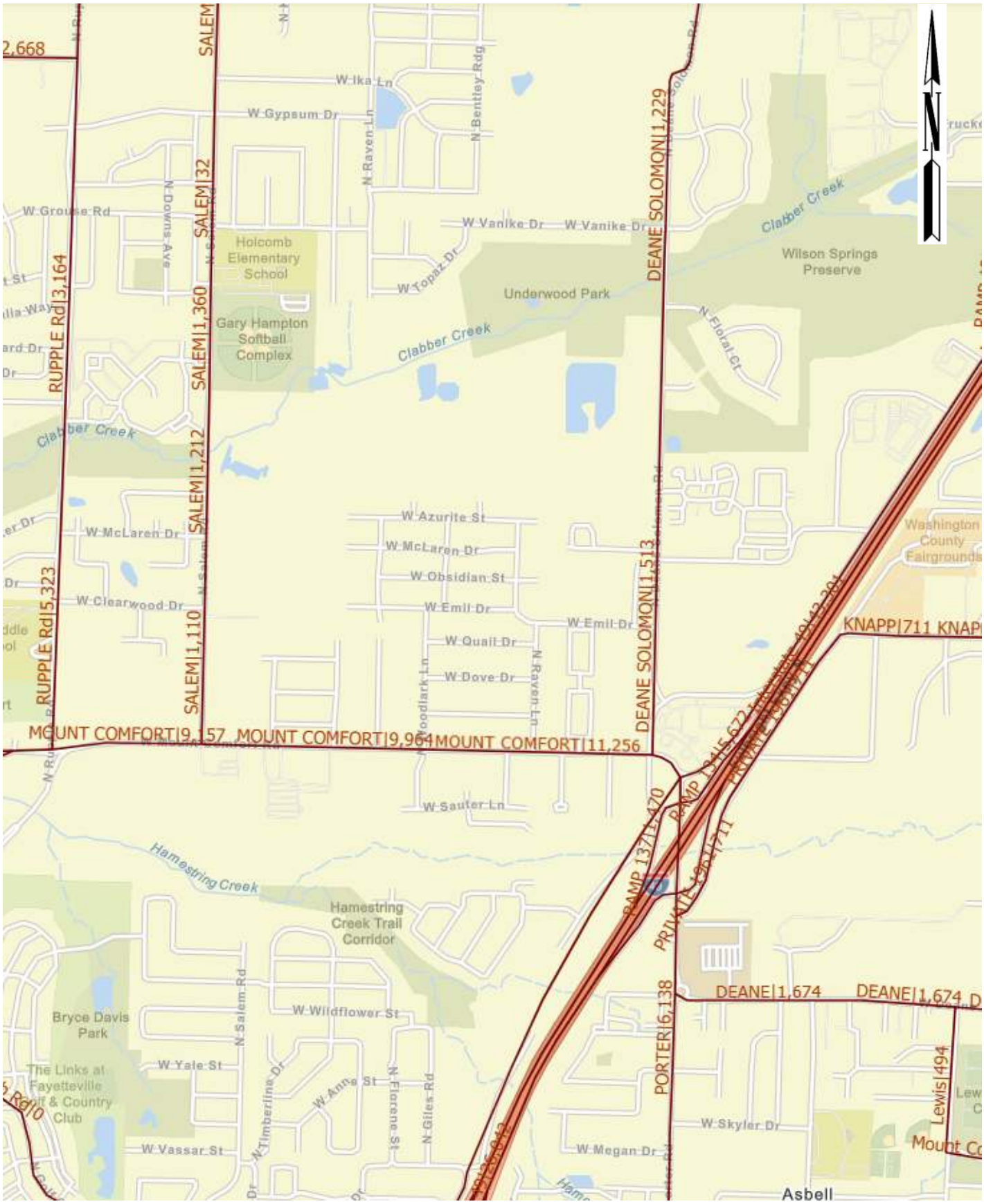
year	AADT	Growth % to 2045	Growth % to next year
2018	9964	2.76%	2.19%
2025	11490	2.57%	2.60%
2035	14479	2.01%	2.01%
2045	17385		
		2.44%	2.27%
			2.65%

Deane Solomon (btwn Mt. Comfort & Vanike)

year	AADT	Growth % to 2045	Growth % to next year
2018	1513	7.82%	10.37%
2025	2611	4.01%	4.53%
2035	3795	2.40%	2.40%
2045	4706		
		4.74%	5.77%

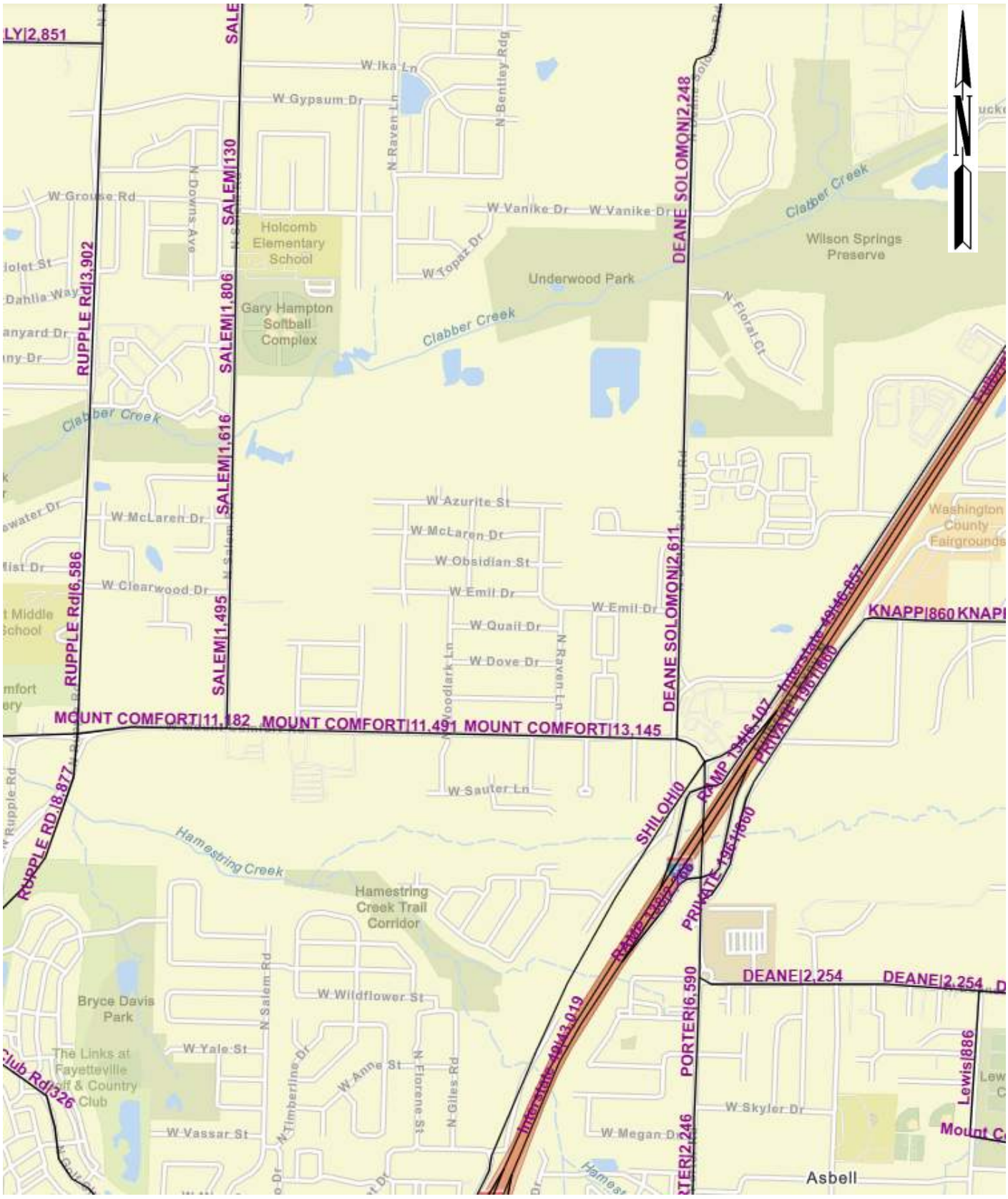
Sum

year	AADT	Growth % to 2045	Growth % to next year
2018	22733	3.14%	2.84%
2025	27246	2.70%	2.64%
2035	34430	2.19%	2.19%
2045	41979		
		2.68%	2.56%



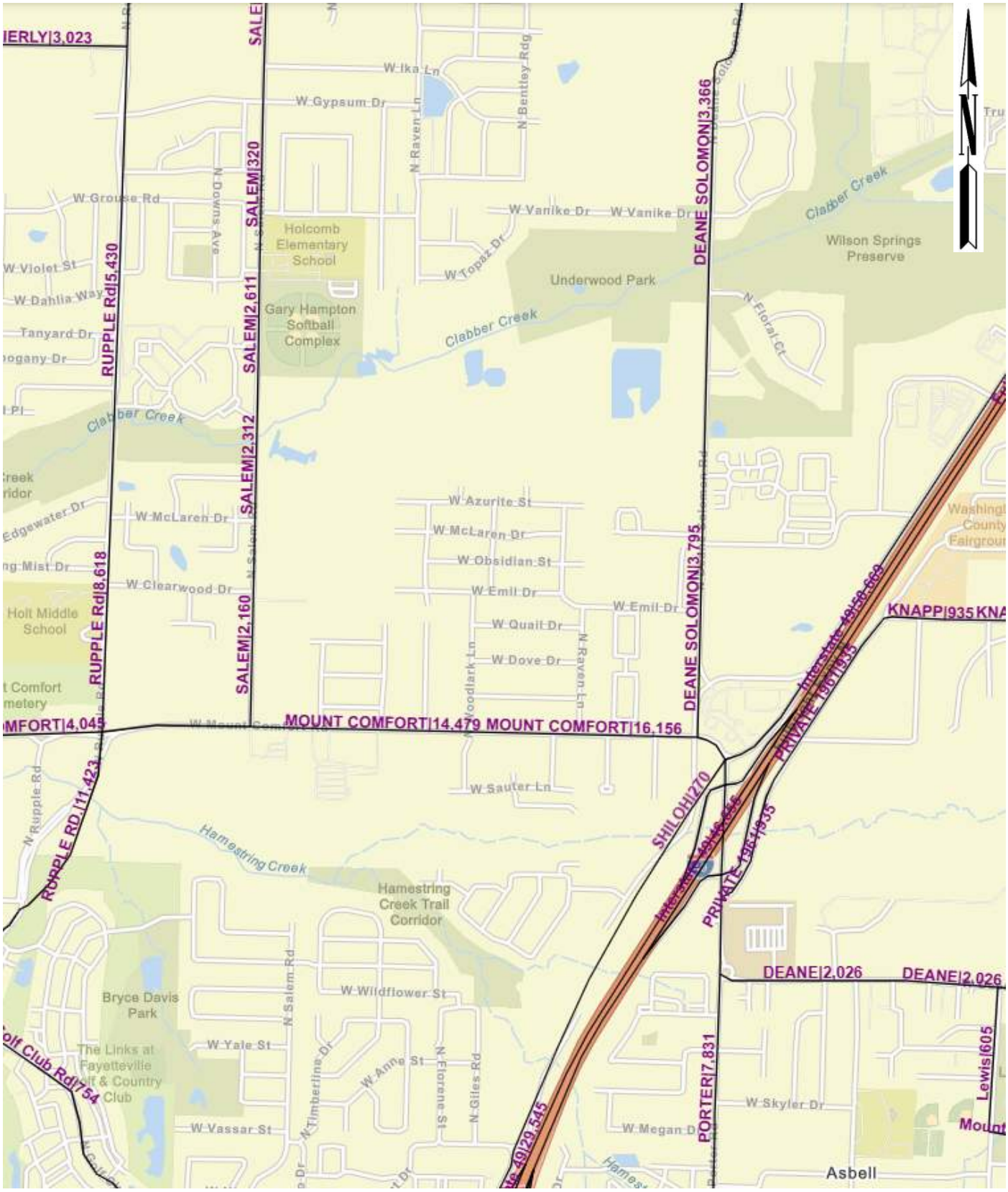
Base Model ADT—Year 2018

Fayetteville, Arkansas



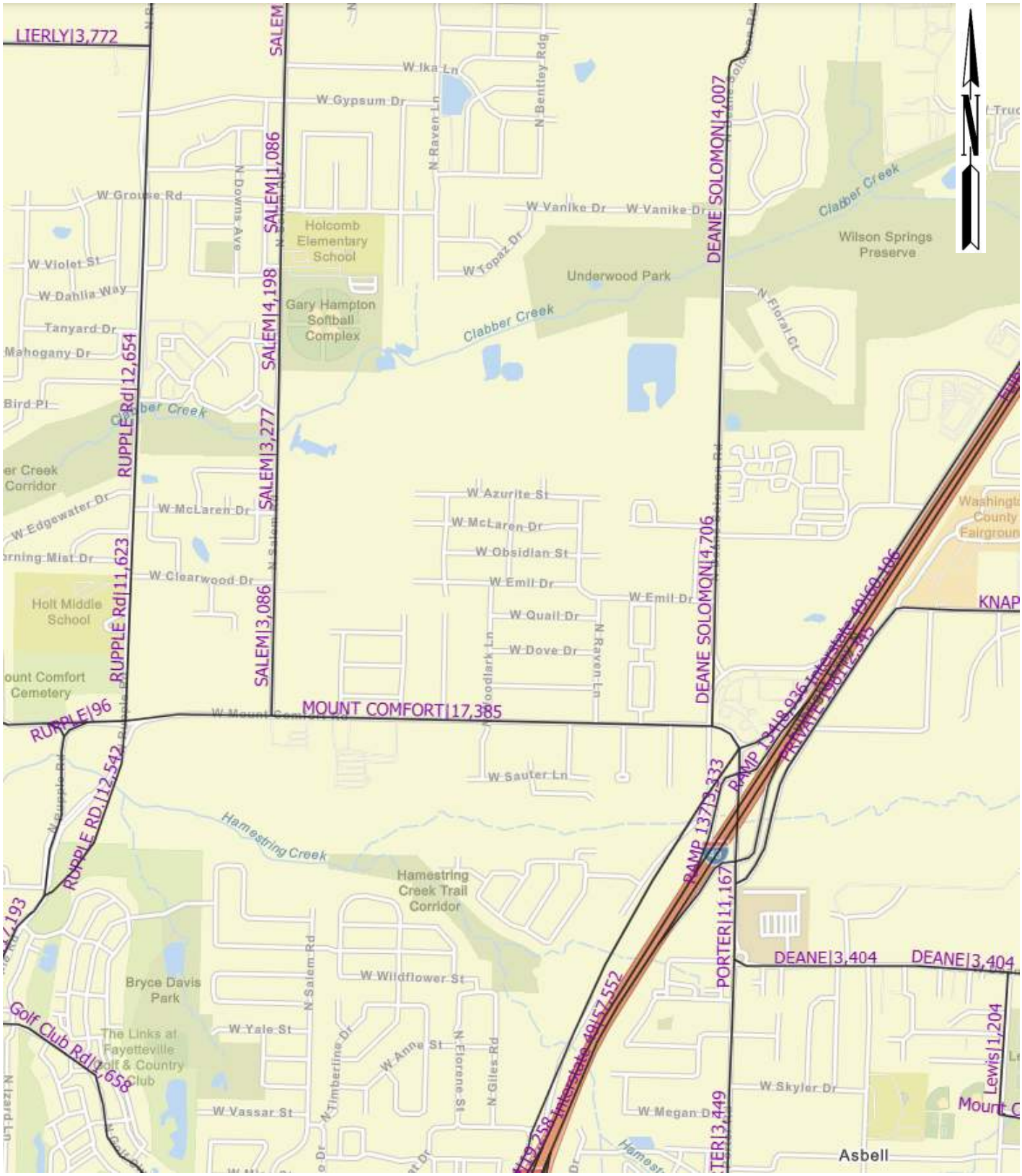
Future Forecast ADT—Year 2025

Fayetteville, Arkansas



Future Forecast ADT—Year 2035

Fayetteville, Arkansas



Future Forecast ADT—Year 2045

Fayetteville, Arkansas

SYNCHRO ANALYSIS

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑			↑↑↑			↑↑↑		↰	↑↑↑	
Traffic Vol, veh/h	7	1644	3	4	425	7	6	0	16	3	0	2
Future Vol, veh/h	7	1644	3	4	425	7	6	0	16	3	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	-	-	-	-	-	-	-	-	-	60	-	-
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	3	2	2	2	2	2	2	2
Mvmt Flow	8	1787	3	4	462	8	7	0	17	3	0	2

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	470	0	0	1790	0	0	2043	2282	895	1383	2280	235
Stage 1	-	-	-	-	-	-	1804	1804	-	474	474	-
Stage 2	-	-	-	-	-	-	240	478	-	909	1805	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1088	-	-	342	-	-	33	39	284	103	39	767
Stage 1	-	-	-	-	-	-	82	130	-	540	556	-
Stage 2	-	-	-	-	-	-	742	554	-	296	129	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1088	-	-	342	-	-	32	38	284	94	38	767
Mov Cap-2 Maneuver	-	-	-	-	-	-	32	38	-	94	38	-
Stage 1	-	-	-	-	-	-	81	128	-	532	548	-
Stage 2	-	-	-	-	-	-	729	546	-	274	128	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.15	0.36	59.24	30.71
HCM LOS			F	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	90	15	-	-	32	-	-	94	767
HCM Lane V/C Ratio	0.267	0.007	-	-	0.013	-	-	0.035	0.003
HCM Control Delay (s/veh)	59.2	8.3	0.1	-	15.7	0.2	-	44.7	9.7
HCM Lane LOS	F	A	A	-	C	A	-	E	A
HCM 95th %tile Q(veh)	1	0	-	-	0	-	-	0.1	0

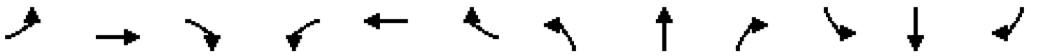
Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	1657	434	10	6	2
Future Vol, veh/h	6	1657	434	10	6	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	1841	482	11	7	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	493	0	-	0	1422	247
Stage 1	-	-	-	-	488	-
Stage 2	-	-	-	-	934	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1066	-	-	-	127	754
Stage 1	-	-	-	-	583	-
Stage 2	-	-	-	-	343	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1066	-	-	-	125	754
Mov Cap-2 Maneuver	-	-	-	-	125	-
Stage 1	-	-	-	-	575	-
Stage 2	-	-	-	-	343	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.14	0	28.92
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	13	-	-	-	125	754
HCM Lane V/C Ratio	0.006	-	-	-	0.053	0.003
HCM Control Delay (s/veh)	8.4	0.1	-	-	35.3	9.8
HCM Lane LOS	A	A	-	-	E	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2	0



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	270	1353	40	88	382	89	16	17	63	230	25	46
Future Volume (veh/h)	270	1353	40	88	382	89	16	17	63	230	25	46
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	1811	1870	1870	1826	1870	1722	1841
Adj Flow Rate, veh/h	284	1424	42	93	402	94	17	18	66	242	26	48
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	6	2	2	5	2	12	4
Cap, veh/h	605	1771	52	243	1271	294	226	27	100	342	98	180
Arrive On Green	0.11	0.50	0.50	0.05	0.44	0.44	0.02	0.08	0.08	0.12	0.18	0.18
Sat Flow, veh/h	1781	3525	104	1781	2864	663	1781	351	1287	1781	542	1000
Grp Volume(v), veh/h	284	717	749	93	248	248	17	0	84	242	0	74
Grp Sat Flow(s),veh/h/ln	1781	1777	1852	1781	1777	1751	1781	0	1639	1781	0	1542
Q Serve(g_s), s	6.6	27.6	27.7	2.3	7.4	7.5	0.7	0.0	4.1	10.0	0.0	3.4
Cycle Q Clear(g_c), s	6.6	27.6	27.7	2.3	7.4	7.5	0.7	0.0	4.1	10.0	0.0	3.4
Prop In Lane	1.00		0.06	1.00		0.38	1.00		0.79	1.00		0.65
Lane Grp Cap(c), veh/h	605	893	930	243	789	777	226	0	128	342	0	278
V/C Ratio(X)	0.47	0.80	0.81	0.38	0.31	0.32	0.08	0.00	0.66	0.71	0.00	0.27
Avail Cap(c_a), veh/h	862	1214	1265	256	867	855	300	0	580	342	0	640
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	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.5	17.0	17.0	15.2	14.7	14.8	33.7	0.0	36.7	28.8	0.0	28.9
Incr Delay (d2), s/veh	0.6	2.9	2.8	1.0	0.2	0.2	0.1	0.0	5.7	6.6	0.0	0.5
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	2.2	10.3	10.8	0.9	2.7	2.7	0.3	0.0	1.8	4.8	0.0	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.0	19.9	19.8	16.2	15.0	15.0	33.8	0.0	42.4	35.4	0.0	29.4
LnGrp LOS	B	B	B	B	B	B	C		D	D		C
Approach Vol, veh/h		1750			589			101			316	
Approach Delay, s/veh		18.3			15.2			40.9			34.0	
Approach LOS		B			B			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.0	11.4	9.4	46.2	6.6	19.8	14.2	41.4
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	10.0	29.0	5.0	56.0	5.0	34.0	21.0	40.0
Max Q Clear Time (g_c+I1), s	12.0	6.1	4.3	29.7	2.7	5.4	8.6	9.5
Green Ext Time (p_c), s	0.0	0.4	0.0	11.5	0.0	0.4	0.6	2.9

Intersection Summary	
HCM 7th Control Delay, s/veh	20.2
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	6.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	83	279	14	1	89	5	0	0	0	53	6	212
Future Vol, veh/h	83	279	14	1	89	5	0	0	0	53	6	212
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	60	-	-	60	-	-	50	-	-	-	-	-
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	3	2	2	2	2	2	2	2
Mvmt Flow	98	328	16	1	105	6	0	0	0	62	7	249

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	111	0	0	345	0	0	642	645	336	634	650	108
Stage 1	-	-	-	-	-	-	532	532	-	110	110	-
Stage 2	-	-	-	-	-	-	111	113	-	524	540	-
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	1479	-	-	1214	-	-	387	391	706	392	388	946
Stage 1	-	-	-	-	-	-	531	526	-	895	804	-
Stage 2	-	-	-	-	-	-	895	802	-	537	521	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1479	-	-	1214	-	-	261	365	706	366	362	946
Mov Cap-2 Maneuver	-	-	-	-	-	-	261	365	-	366	362	-
Stage 1	-	-	-	-	-	-	496	491	-	894	804	-
Stage 2	-	-	-	-	-	-	652	801	-	501	487	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.68	0.08	0	14.3
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	1479	-	-	1214	-	-	703
HCM Lane V/C Ratio	-	-	0.066	-	-	0.001	-	-	0.453
HCM Control Delay (s/veh)	0	0	7.6	-	-	8	-	-	14.3
HCM Lane LOS	A	A	A	-	-	A	-	-	B
HCM 95th %tile Q(veh)	-	-	0.2	-	-	0	-	-	2.4

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	18	0	124	0	0	0	14	74	0	0	147	5
Future Vol, veh/h	18	0	124	0	0	0	14	74	0	0	147	5
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	0	-	-	-	-	-	-	-	-	-	-	-
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	21	0	146	0	0	0	16	87	0	0	173	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	296	296	176	293	299	87	179	0	0	87	0	0
Stage 1	176	176	-	120	120	-	-	-	-	-	-	-
Stage 2	120	120	-	173	179	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
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	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	656	616	867	659	613	971	1397	-	-	1509	-	-
Stage 1	826	754	-	884	796	-	-	-	-	-	-	-
Stage 2	884	796	-	829	751	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	648	608	867	542	606	971	1397	-	-	1509	-	-
Mov Cap-2 Maneuver	648	608	-	542	606	-	-	-	-	-	-	-
Stage 1	826	754	-	873	787	-	-	-	-	-	-	-
Stage 2	873	787	-	689	751	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.41	0	1.21	0
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	286	-	-	832	-	1509	-	-
HCM Lane V/C Ratio	0.012	-	-	0.201	-	-	-	-
HCM Control Delay (s/veh)	7.6	0	-	10.4	0	0	-	-
HCM Lane LOS	A	A	-	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.7	-	0	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	729	13	8	1487	18	1	0	5	8	0	12
Future Vol, veh/h	7	729	13	8	1487	18	1	0	5	8	0	12
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	-	-	-	-	-	-	-	-	-	60	-	-
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	8	792	14	9	1616	20	1	0	5	9	0	13

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1636	0	0	807	0	0	1640	2468	403	2055	2465	818
Stage 1	-	-	-	-	-	-	815	815	-	1643	1643	-
Stage 2	-	-	-	-	-	-	826	1653	-	411	822	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	392	-	-	814	-	-	66	30	597	32	30	319
Stage 1	-	-	-	-	-	-	338	389	-	104	156	-
Stage 2	-	-	-	-	-	-	333	154	-	588	386	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	392	-	-	814	-	-	61	28	597	30	29	319
Mov Cap-2 Maneuver	-	-	-	-	-	-	61	28	-	30	29	-
Stage 1	-	-	-	-	-	-	329	380	-	102	153	-
Stage 2	-	-	-	-	-	-	313	151	-	568	377	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.48	0.23	20.34	76.26
HCM LOS			C	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	241	33	-	-	19	-	-	30	319
HCM Lane V/C Ratio	0.027	0.019	-	-	0.011	-	-	0.286	0.041
HCM Control Delay (s/veh)	20.3	14.4	0.4	-	9.5	0.2	-	165.5	16.8
HCM Lane LOS	C	B	A	-	A	A	-	F	C
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.9	0.1

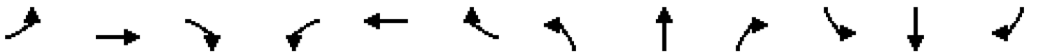
Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	736	1504	34	4	9
Future Vol, veh/h	6	736	1504	34	4	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	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	6	783	1600	36	4	10

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1636	0	-	0	2022	818
Stage 1	-	-	-	-	1618	-
Stage 2	-	-	-	-	404	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	392	-	-	-	50	319
Stage 1	-	-	-	-	148	-
Stage 2	-	-	-	-	643	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	392	-	-	-	49	319
Mov Cap-2 Maneuver	-	-	-	-	49	-
Stage 1	-	-	-	-	144	-
Stage 2	-	-	-	-	643	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.41	0	37.62
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	29	-	-	-	49	319
HCM Lane V/C Ratio	0.016	-	-	-	0.086	0.03
HCM Control Delay (s/veh)	14.3	0.3	-	-	84.8	16.6
HCM Lane LOS	B	A	-	-	F	C
HCM 95th %tile Q(veh)	0	-	-	-	0.3	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	103	605	32	58	1204	139	43	19	100	296	32	291
Future Volume (veh/h)	103	605	32	58	1204	139	43	19	100	296	32	291
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	116	680	36	65	1353	156	48	21	112	333	36	327
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	188	1688	89	404	1546	177	164	41	221	400	40	367
Arrive On Green	0.05	0.49	0.49	0.04	0.48	0.48	0.03	0.16	0.16	0.13	0.25	0.25
Sat Flow, veh/h	1781	3433	182	1781	3213	368	1781	256	1368	1781	160	1450
Grp Volume(v), veh/h	116	352	364	65	745	764	48	0	133	333	0	363
Grp Sat Flow(s),veh/h/ln	1781	1777	1838	1781	1777	1804	1781	0	1624	1781	0	1609
Q Serve(g_s), s	3.6	13.9	13.9	2.0	41.4	42.2	2.5	0.0	8.3	14.0	0.0	24.0
Cycle Q Clear(g_c), s	3.6	13.9	13.9	2.0	41.4	42.2	2.5	0.0	8.3	14.0	0.0	24.0
Prop In Lane	1.00		0.10	1.00		0.20	1.00		0.84	1.00		0.90
Lane Grp Cap(c), veh/h	188	874	904	404	855	868	164	0	262	400	0	408
V/C Ratio(X)	0.62	0.40	0.40	0.16	0.87	0.88	0.29	0.00	0.51	0.83	0.00	0.89
Avail Cap(c_a), veh/h	213	996	1031	415	964	979	182	0	426	400	0	553
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	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	24.2	17.8	17.8	14.0	25.6	25.8	37.6	0.0	42.3	35.5	0.0	39.8
Incr Delay (d2), s/veh	4.3	0.3	0.3	0.2	8.0	8.6	1.0	0.0	1.5	14.0	0.0	13.1
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	1.6	5.4	5.6	0.8	18.0	18.8	1.1	0.0	3.5	3.6	0.0	11.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	28.5	18.1	18.1	14.2	33.6	34.4	38.6	0.0	43.8	49.5	0.0	52.9
LnGrp LOS	C	B	B	B	C	C	D		D	D		D
Approach Vol, veh/h		832			1574			181			696	
Approach Delay, s/veh		19.5			33.2			42.4			51.3	
Approach LOS		B			C			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	19.0	22.9	9.3	59.4	8.9	33.0	10.5	58.2
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	14.0	29.0	5.0	62.0	5.0	38.0	7.0	60.0
Max Q Clear Time (g_c+I1), s	16.0	10.3	4.0	15.9	4.5	26.0	5.6	44.2
Green Ext Time (p_c), s	0.0	0.7	0.0	4.6	0.0	2.0	0.0	9.1

Intersection Summary	
HCM 7th Control Delay, s/veh	34.1
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	6.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	126	127	8	3	430	30	8	4	2	26	1	181
Future Vol, veh/h	126	127	8	3	430	30	8	4	2	26	1	181
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	60	-	-	60	-	-	50	-	-	-	-	-
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	143	144	9	3	489	34	9	5	2	30	1	206

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	523	0	0	153	0	0	931	965	149	945	952	506
Stage 1	-	-	-	-	-	-	435	435	-	513	513	-
Stage 2	-	-	-	-	-	-	496	530	-	433	440	-
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	1044	-	-	1427	-	-	247	255	898	242	259	567
Stage 1	-	-	-	-	-	-	599	580	-	544	536	-
Stage 2	-	-	-	-	-	-	556	527	-	601	578	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1044	-	-	1427	-	-	135	219	898	204	223	567
Mov Cap-2 Maneuver	-	-	-	-	-	-	135	219	-	204	223	-
Stage 1	-	-	-	-	-	-	517	501	-	543	535	-
Stage 2	-	-	-	-	-	-	352	526	-	513	498	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	4.34	0.05	26.73	20.76
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	135	293	1044	-	-	1427	-	-	461
HCM Lane V/C Ratio	0.067	0.023	0.137	-	-	0.002	-	-	0.513
HCM Control Delay (s/veh)	33.6	17.6	9	-	-	7.5	-	-	20.8
HCM Lane LOS	D	C	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	0.2	0.1	0.5	-	-	0	-	-	2.9

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	11	0	49	2	0	2	54	104	2	2	157	13
Future Vol, veh/h	11	0	49	2	0	2	54	104	2	2	157	13
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	0	-	-	-	-	-	-	-	-	-	-	-
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	13	0	58	2	0	2	64	122	2	2	185	15

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	446	449	192	440	455	124	200	0	0	125	0	0
Stage 1	197	197	-	251	251	-	-	-	-	-	-	-
Stage 2	249	252	-	189	205	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
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	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	522	505	849	527	501	927	1372	-	-	1462	-	-
Stage 1	805	738	-	754	699	-	-	-	-	-	-	-
Stage 2	755	699	-	812	732	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	494	479	849	466	475	927	1372	-	-	1462	-	-
Mov Cap-2 Maneuver	494	479	-	466	475	-	-	-	-	-	-	-
Stage 1	803	736	-	716	665	-	-	-	-	-	-	-
Stage 2	715	664	-	756	731	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.3	10.85	2.62	0.09
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	605	-	-	750	621	21	-	-
HCM Lane V/C Ratio	0.046	-	-	0.094	0.008	0.002	-	-
HCM Control Delay (s/veh)	7.8	0	-	10.3	10.8	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0	0	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	1731	3	4	448	7	6	0	17	3	0	2
Future Vol, veh/h	7	1731	3	4	448	7	6	0	17	3	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	-	-	-	-	-	-	-	-	-	60	-	-
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	3	2	2	2	2	2	2	2
Mvmt Flow	8	1882	3	4	487	8	7	0	18	3	0	2

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	495	0	0	1885	0	0	2151	2402	942	1455	2399	247
Stage 1	-	-	-	-	-	-	1898	1898	-	499	499	-
Stage 2	-	-	-	-	-	-	252	503	-	956	1900	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1065	-	-	314	-	-	27	33	264	91	33	753
Stage 1	-	-	-	-	-	-	72	116	-	522	542	-
Stage 2	-	-	-	-	-	-	730	540	-	277	116	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1065	-	-	314	-	-	26	32	264	82	32	753
Mov Cap-2 Maneuver	-	-	-	-	-	-	26	32	-	82	32	-
Stage 1	-	-	-	-	-	-	70	114	-	513	533	-
Stage 2	-	-	-	-	-	-	716	531	-	254	114	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.16	0.4	71.14	34.35
HCM LOS			F	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	78	14	-	-	31	-	-	82	753
HCM Lane V/C Ratio	0.319	0.007	-	-	0.014	-	-	0.04	0.003
HCM Control Delay (s/veh)	71.1	8.4	0.1	-	16.6	0.3	-	50.7	9.8
HCM Lane LOS	F	A	A	-	C	A	-	F	A
HCM 95th %tile Q(veh)	1.2	0	-	-	0	-	-	0.1	0

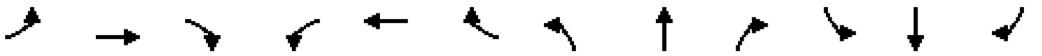
Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	1745	457	11	6	2
Future Vol, veh/h	6	1745	457	11	6	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	1939	508	12	7	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	520	0	-	0	1497	260
Stage 1	-	-	-	-	514	-
Stage 2	-	-	-	-	983	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1042	-	-	-	113	739
Stage 1	-	-	-	-	565	-
Stage 2	-	-	-	-	323	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1042	-	-	-	112	739
Mov Cap-2 Maneuver	-	-	-	-	112	-
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	323	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.15	0	31.9
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	12	-	-	-	112	739
HCM Lane V/C Ratio	0.006	-	-	-	0.06	0.003
HCM Control Delay (s/veh)	8.5	0.1	-	-	39.2	9.9
HCM Lane LOS	A	A	-	-	E	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2	0



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	284	1425	42	93	402	94	17	18	66	242	26	48
Future Volume (veh/h)	284	1425	42	93	402	94	17	18	66	242	26	48
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	1811	1870	1870	1826	1870	1722	1841
Adj Flow Rate, veh/h	299	1500	44	98	423	99	18	19	69	255	27	51
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	6	2	2	5	2	12	4
Cap, veh/h	604	1824	53	231	1309	304	226	28	102	328	94	177
Arrive On Green	0.11	0.52	0.52	0.05	0.46	0.46	0.02	0.08	0.08	0.12	0.18	0.18
Sat Flow, veh/h	1781	3525	103	1781	2863	664	1781	354	1285	1781	533	1007
Grp Volume(v), veh/h	299	755	789	98	261	261	18	0	88	255	0	78
Grp Sat Flow(s),veh/h/ln	1781	1777	1852	1781	1777	1751	1781	0	1639	1781	0	1541
Q Serve(g_s), s	7.0	30.5	30.7	2.4	8.0	8.1	0.8	0.0	4.5	10.0	0.0	3.8
Cycle Q Clear(g_c), s	7.0	30.5	30.7	2.4	8.0	8.1	0.8	0.0	4.5	10.0	0.0	3.8
Prop In Lane	1.00		0.06	1.00		0.38	1.00		0.78	1.00		0.65
Lane Grp Cap(c), veh/h	604	919	958	231	812	800	226	0	131	328	0	271
V/C Ratio(X)	0.49	0.82	0.82	0.42	0.32	0.33	0.08	0.00	0.67	0.78	0.00	0.29
Avail Cap(c_a), veh/h	839	1161	1210	241	829	817	293	0	555	328	0	611
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	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.4	17.3	17.4	16.3	14.8	14.8	35.1	0.0	38.3	31.4	0.0	30.6
Incr Delay (d2), s/veh	0.6	3.9	3.8	1.2	0.2	0.2	0.1	0.0	5.9	11.2	0.0	0.6
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	2.4	11.7	12.2	0.9	3.0	3.0	0.3	0.0	2.0	5.7	0.0	1.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.0	21.2	21.2	17.5	15.0	15.1	35.2	0.0	44.2	42.6	0.0	31.2
LnGrp LOS	B	C	C	B	B	B	D		D	D		C
Approach Vol, veh/h		1843			620			106			333	
Approach Delay, s/veh		19.4			15.4			42.7			40.0	
Approach LOS		B			B			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.0	11.8	9.5	49.3	6.7	20.1	14.7	44.2
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	10.0	29.0	5.0	56.0	5.0	34.0	21.0	40.0
Max Q Clear Time (g_c+I1), s	12.0	6.5	4.4	32.7	2.8	5.8	9.0	10.1
Green Ext Time (p_c), s	0.0	0.4	0.0	11.6	0.0	0.4	0.7	3.1

Intersection Summary	
HCM 7th Control Delay, s/veh	21.8
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	6.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	87	294	15	1	94	5	0	0	0	56	6	223
Future Vol, veh/h	87	294	15	1	94	5	0	0	0	56	6	223
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	60	-	-	60	-	-	50	-	-	-	-	-
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	3	2	2	2	2	2	2	2
Mvmt Flow	102	346	18	1	111	6	0	0	0	66	7	262

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	116	0	0	364	0	0	676	678	355	666	684	114
Stage 1	-	-	-	-	-	-	559	559	-	116	116	-
Stage 2	-	-	-	-	-	-	116	119	-	551	568	-
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	1472	-	-	1195	-	-	367	374	689	373	371	939
Stage 1	-	-	-	-	-	-	513	511	-	889	800	-
Stage 2	-	-	-	-	-	-	888	797	-	519	506	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1472	-	-	1195	-	-	241	348	689	346	345	939
Mov Cap-2 Maneuver	-	-	-	-	-	-	241	348	-	346	345	-
Stage 1	-	-	-	-	-	-	478	475	-	888	799	-
Stage 2	-	-	-	-	-	-	634	797	-	483	471	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.68	0.08	0	15.21
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	1472	-	-	1195	-	-	684
HCM Lane V/C Ratio	-	-	0.07	-	-	0.001	-	-	0.49
HCM Control Delay (s/veh)	0	0	7.6	-	-	8	-	-	15.2
HCM Lane LOS	A	A	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	-	-	0.2	-	-	0	-	-	2.7

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⇕			⇕			⇕			⇕	
Traffic Vol, veh/h	19	0	131	0	0	0	15	78	0	0	155	5
Future Vol, veh/h	19	0	131	0	0	0	15	78	0	0	155	5
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	0	-	-	-	-	-	-	-	-	-	-	-
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	22	0	154	0	0	0	18	92	0	0	182	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	312	312	185	309	315	92	188	0	0	92	0	0
Stage 1	185	185	-	127	127	-	-	-	-	-	-	-
Stage 2	127	127	-	182	188	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
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	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	640	603	857	643	600	966	1386	-	-	1503	-	-
Stage 1	816	747	-	877	791	-	-	-	-	-	-	-
Stage 2	877	791	-	819	744	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	632	595	857	520	592	966	1386	-	-	1503	-	-
Mov Cap-2 Maneuver	632	595	-	520	592	-	-	-	-	-	-	-
Stage 1	816	747	-	865	780	-	-	-	-	-	-	-
Stage 2	865	780	-	672	744	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.59	0	1.23	0
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	290	-	-	820	-	1503	-	-
HCM Lane V/C Ratio	0.013	-	-	0.215	-	-	-	-
HCM Control Delay (s/veh)	7.6	0	-	10.6	0	0	-	-
HCM Lane LOS	A	A	-	B	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.8	-	0	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑			↑↑↑			↑↑↑		↰	↑	
Traffic Vol, veh/h	7	768	14	8	1566	19	1	0	5	8	0	13
Future Vol, veh/h	7	768	14	8	1566	19	1	0	5	8	0	13
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	-	-	-	-	-	-	-	-	-	60	-	-
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	8	835	15	9	1702	21	1	0	5	9	0	14

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1723	0	0	850	0	0	1726	2598	425	2163	2595	861
Stage 1	-	-	-	-	-	-	858	858	-	1730	1730	-
Stage 2	-	-	-	-	-	-	868	1740	-	433	865	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	363	-	-	784	-	-	57	25	578	27	25	299
Stage 1	-	-	-	-	-	-	318	372	-	92	141	-
Stage 2	-	-	-	-	-	-	313	140	-	572	369	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	363	-	-	784	-	-	52	23	578	25	23	299
Mov Cap-2 Maneuver	-	-	-	-	-	-	52	23	-	25	23	-
Stage 1	-	-	-	-	-	-	309	362	-	90	138	-
Stage 2	-	-	-	-	-	-	292	137	-	551	359	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.53	0.25	22.33	91.69
HCM LOS			C	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	214	31	-	-	18	-	-	25	299
HCM Lane V/C Ratio	0.03	0.021	-	-	0.011	-	-	0.348	0.047
HCM Control Delay (s/veh)	22.3	15.1	0.4	-	9.6	0.2	-	212	17.7
HCM Lane LOS	C	C	A	-	A	A	-	F	C
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	1.1	0.1

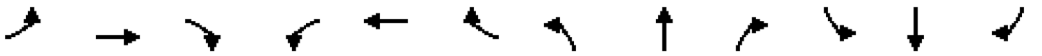
Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	775	1584	36	4	9
Future Vol, veh/h	6	775	1584	36	4	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	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	6	824	1685	38	4	10

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1723	0	-	0	2129	862
Stage 1	-	-	-	-	1704	-
Stage 2	-	-	-	-	425	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	363	-	-	-	43	298
Stage 1	-	-	-	-	132	-
Stage 2	-	-	-	-	627	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	363	-	-	-	42	298
Mov Cap-2 Maneuver	-	-	-	-	42	-
Stage 1	-	-	-	-	129	-
Stage 2	-	-	-	-	627	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.45	0	43.22
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	28	-	-	-	42	298
HCM Lane V/C Ratio	0.018	-	-	-	0.102	0.032
HCM Control Delay (s/veh)	15.1	0.3	-	-	101.2	17.5
HCM Lane LOS	C	A	-	-	F	C
HCM 95th %tile Q(veh)	0.1	-	-	-	0.3	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	108	637	34	61	1268	146	45	20	105	312	34	306
Future Volume (veh/h)	108	637	34	61	1268	146	45	20	105	312	34	306
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	121	716	38	69	1425	164	51	22	118	351	38	344
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	172	1707	91	387	1559	178	154	45	243	396	42	379
Arrive On Green	0.05	0.50	0.50	0.04	0.49	0.49	0.03	0.18	0.18	0.12	0.26	0.26
Sat Flow, veh/h	1781	3432	182	1781	3214	367	1781	255	1369	1781	160	1449
Grp Volume(v), veh/h	121	370	384	69	783	806	51	0	140	351	0	382
Grp Sat Flow(s),veh/h/ln	1781	1777	1838	1781	1777	1804	1781	0	1624	1781	0	1609
Q Serve(g_s), s	4.0	15.7	15.7	2.3	48.0	49.2	2.7	0.0	9.2	14.0	0.0	27.2
Cycle Q Clear(g_c), s	4.0	15.7	15.7	2.3	48.0	49.2	2.7	0.0	9.2	14.0	0.0	27.2
Prop In Lane	1.00		0.10	1.00		0.20	1.00		0.84	1.00		0.90
Lane Grp Cap(c), veh/h	172	884	914	387	862	875	154	0	288	396	0	421
V/C Ratio(X)	0.70	0.42	0.42	0.18	0.91	0.92	0.33	0.00	0.49	0.89	0.00	0.91
Avail Cap(c_a), veh/h	189	931	963	395	901	915	168	0	398	396	0	517
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	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	26.9	18.9	18.9	14.9	28.0	28.3	39.2	0.0	43.8	39.0	0.0	42.3
Incr Delay (d2), s/veh	10.1	0.3	0.3	0.2	12.6	14.0	1.3	0.0	1.3	20.6	0.0	17.5
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	2.0	6.3	6.5	0.9	22.0	23.2	1.3	0.0	3.8	5.8	0.0	12.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	36.9	19.2	19.2	15.2	40.6	42.3	40.4	0.0	45.1	59.7	0.0	59.8
LnGrp LOS	D	B	B	B	D	D	D		D	E		E
Approach Vol, veh/h		875			1658			191			733	
Approach Delay, s/veh		21.7			40.4			43.8			59.7	
Approach LOS		C			D			D			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	19.0	26.0	9.5	63.8	9.1	35.9	10.9	62.4
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	14.0	29.0	5.0	62.0	5.0	38.0	7.0	60.0
Max Q Clear Time (g_c+I1), s	16.0	11.2	4.3	17.7	4.7	29.2	6.0	51.2
Green Ext Time (p_c), s	0.0	0.7	0.0	4.9	0.0	1.7	0.0	6.2

Intersection Summary	
HCM 7th Control Delay, s/veh	39.9
HCM 7th LOS	D

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	133	134	8	3	453	32	8	4	2	27	1	191
Future Vol, veh/h	133	134	8	3	453	32	8	4	2	27	1	191
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	60	-	-	60	-	-	50	-	-	-	-	-
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	151	152	9	3	515	36	9	5	2	31	1	217

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	551	0	0	161	0	0	981	1017	157	997	1003	533
Stage 1	-	-	-	-	-	-	459	459	-	540	540	-
Stage 2	-	-	-	-	-	-	522	558	-	457	464	-
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	1019	-	-	1418	-	-	228	238	889	223	242	547
Stage 1	-	-	-	-	-	-	582	566	-	526	521	-
Stage 2	-	-	-	-	-	-	538	512	-	584	564	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1019	-	-	1418	-	-	117	202	889	185	206	547
Mov Cap-2 Maneuver	-	-	-	-	-	-	117	202	-	185	206	-
Stage 1	-	-	-	-	-	-	496	482	-	525	520	-
Stage 2	-	-	-	-	-	-	323	510	-	491	480	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	4.42	0.05	29.96	23.47
HCM LOS			D	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	117	272	1019	-	-	1418	-	-	438
HCM Lane V/C Ratio	0.078	0.025	0.148	-	-	0.002	-	-	0.568
HCM Control Delay (s/veh)	38.5	18.6	9.1	-	-	7.5	-	-	23.5
HCM Lane LOS	E	C	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	0.2	0.1	0.5	-	-	0	-	-	3.4

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	12	0	52	2	0	2	57	110	2	2	165	14
Future Vol, veh/h	12	0	52	2	0	2	57	110	2	2	165	14
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	0	-	-	-	-	-	-	-	-	-	-	-
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	14	0	61	2	0	2	67	129	2	2	194	16

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	471	473	202	464	480	131	211	0	0	132	0	0
Stage 1	207	207	-	265	265	-	-	-	-	-	-	-
Stage 2	264	266	-	199	215	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
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	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	503	490	838	509	485	919	1360	-	-	1453	-	-
Stage 1	795	731	-	741	690	-	-	-	-	-	-	-
Stage 2	742	689	-	803	725	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	474	463	838	446	459	919	1360	-	-	1453	-	-
Mov Cap-2 Maneuver	474	463	-	446	459	-	-	-	-	-	-	-
Stage 1	793	729	-	701	653	-	-	-	-	-	-	-
Stage 2	700	652	-	743	723	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.47	11.04	2.63	0.08
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	605	-	-	733	600	20	-	-
HCM Lane V/C Ratio	0.049	-	-	0.103	0.008	0.002	-	-
HCM Control Delay (s/veh)	7.8	0	-	10.5	11	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0.3	0	0	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑↑			↑↑↑			↑↑↑		↰	↑↑↑	
Traffic Vol, veh/h	9	1736	3	4	462	9	6	0	17	11	0	8
Future Vol, veh/h	9	1736	3	4	462	9	6	0	17	11	0	8
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	-	-	-	-	-	-	-	-	-	60	-	-
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	3	2	2	2	2	2	2	2
Mvmt Flow	10	1887	3	4	502	10	7	0	18	12	0	9

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	512	0	0	1890	0	0	2168	2429	945	1479	2426	256
Stage 1	-	-	-	-	-	-	1908	1908	-	516	516	-
Stage 2	-	-	-	-	-	-	260	521	-	963	1910	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1050	-	-	312	-	-	26	32	263	87	32	743
Stage 1	-	-	-	-	-	-	70	115	-	510	533	-
Stage 2	-	-	-	-	-	-	722	530	-	274	115	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1050	-	-	312	-	-	25	30	263	78	31	743
Mov Cap-2 Maneuver	-	-	-	-	-	-	25	30	-	78	31	-
Stage 1	-	-	-	-	-	-	69	113	-	502	524	-
Stage 2	-	-	-	-	-	-	702	521	-	250	112	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.21	0.4	74.55	38.36
HCM LOS			F	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	76	18	-	-	30	-	-	78	743
HCM Lane V/C Ratio	0.331	0.009	-	-	0.014	-	-	0.153	0.012
HCM Control Delay (s/veh)	74.5	8.5	0.2	-	16.7	0.3	-	59.1	9.9
HCM Lane LOS	F	A	A	-	C	A	-	F	A
HCM 95th %tile Q(veh)	1.2	0	-	-	0	-	-	0.5	0

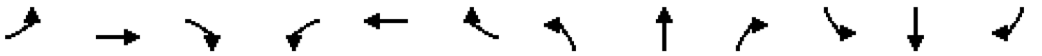
Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	8	1756	467	14	14	8
Future Vol, veh/h	8	1756	467	14	14	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	1951	519	16	16	9

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	534	0	-	0	1520	267
Stage 1	-	-	-	-	527	-
Stage 2	-	-	-	-	993	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1030	-	-	-	109	731
Stage 1	-	-	-	-	557	-
Stage 2	-	-	-	-	319	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1030	-	-	-	107	731
Mov Cap-2 Maneuver	-	-	-	-	107	-
Stage 1	-	-	-	-	546	-
Stage 2	-	-	-	-	319	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.2	0	31.72
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	16	-	-	-	107	731
HCM Lane V/C Ratio	0.009	-	-	-	0.145	0.012
HCM Control Delay (s/veh)	8.5	0.2	-	-	44.1	10
HCM Lane LOS	A	A	-	-	E	A
HCM 95th %tile Q(veh)	0	-	-	-	0.5	0



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	287	1441	42	93	407	104	17	18	66	276	26	56
Future Volume (veh/h)	287	1441	42	93	407	104	17	18	66	276	26	56
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	1811	1870	1870	1826	1870	1722	1841
Adj Flow Rate, veh/h	302	1517	44	98	428	109	18	19	69	291	27	59
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	6	2	2	5	2	12	4
Cap, veh/h	599	1836	53	229	1292	326	224	28	102	325	84	184
Arrive On Green	0.11	0.52	0.52	0.05	0.46	0.46	0.02	0.08	0.08	0.12	0.18	0.18
Sat Flow, veh/h	1781	3527	102	1781	2810	709	1781	354	1285	1781	481	1052
Grp Volume(v), veh/h	302	763	798	98	269	268	18	0	88	291	0	86
Grp Sat Flow(s),veh/h/ln	1781	1777	1852	1781	1777	1743	1781	0	1639	1781	0	1533
Q Serve(g_s), s	7.1	31.2	31.4	2.5	8.3	8.5	0.8	0.0	4.5	10.0	0.0	4.2
Cycle Q Clear(g_c), s	7.1	31.2	31.4	2.5	8.3	8.5	0.8	0.0	4.5	10.0	0.0	4.2
Prop In Lane	1.00		0.06	1.00		0.41	1.00		0.78	1.00		0.69
Lane Grp Cap(c), veh/h	599	925	964	229	817	801	224	0	131	325	0	268
V/C Ratio(X)	0.50	0.82	0.83	0.43	0.33	0.33	0.08	0.00	0.67	0.89	0.00	0.32
Avail Cap(c_a), veh/h	830	1152	1200	238	823	807	291	0	550	325	0	603
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	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	9.5	17.4	17.4	16.5	14.9	14.9	35.3	0.0	38.7	33.2	0.0	31.1
Incr Delay (d2), s/veh	0.7	4.1	4.0	1.3	0.2	0.2	0.2	0.0	5.9	25.4	0.0	0.7
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	2.4	12.0	12.6	0.9	3.1	3.1	0.4	0.0	2.0	3.6	0.0	1.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	10.1	21.5	21.5	17.8	15.1	15.1	35.5	0.0	44.6	58.6	0.0	31.8
LnGrp LOS	B	C	C	B	B	B	D		D	E		C
Approach Vol, veh/h		1863			635			106			377	
Approach Delay, s/veh		19.6			15.5			43.0			52.5	
Approach LOS		B			B			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.0	11.9	9.5	50.0	6.8	20.1	14.8	44.7
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	10.0	29.0	5.0	56.0	5.0	34.0	21.0	40.0
Max Q Clear Time (g_c+I1), s	12.0	6.5	4.5	33.4	2.8	6.2	9.1	10.5
Green Ext Time (p_c), s	0.0	0.4	0.0	11.6	0.0	0.5	0.7	3.2

Intersection Summary	
HCM 7th Control Delay, s/veh	23.7
HCM 7th LOS	C

Intersection	
Int Delay, s/veh	7.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	100	294	15	1	94	6	0	0	0	60	6	265
Future Vol, veh/h	100	294	15	1	94	6	0	0	0	60	6	265
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	60	-	-	60	-	-	50	-	-	-	-	-
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	3	2	2	2	2	2	2	2
Mvmt Flow	118	346	18	1	111	7	0	0	0	71	7	312

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	118	0	0	364	0	0	706	710	355	698	715	114
Stage 1	-	-	-	-	-	-	590	590	-	116	116	-
Stage 2	-	-	-	-	-	-	116	120	-	581	599	-
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	1471	-	-	1195	-	-	350	359	689	355	356	939
Stage 1	-	-	-	-	-	-	494	495	-	888	799	-
Stage 2	-	-	-	-	-	-	888	796	-	499	490	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1471	-	-	1195	-	-	211	330	689	326	327	939
Mov Cap-2 Maneuver	-	-	-	-	-	-	211	330	-	326	327	-
Stage 1	-	-	-	-	-	-	454	455	-	887	798	-
Stage 2	-	-	-	-	-	-	587	796	-	459	451	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.87	0.08	0	17.02
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	1471	-	-	1195	-	-	683
HCM Lane V/C Ratio	-	-	0.08	-	-	0.001	-	-	0.57
HCM Control Delay (s/veh)	0	0	7.7	-	-	8	-	-	17
HCM Lane LOS	A	A	A	-	-	A	-	-	C
HCM 95th %tile Q(veh)	-	-	0.3	-	-	0	-	-	3.6

Intersection	
Int Delay, s/veh	5.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	27	0	177	0	0	0	29	78	0	0	155	8
Future Vol, veh/h	27	0	177	0	0	0	29	78	0	0	155	8
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	0	-	-	-	-	-	-	-	-	-	-	-
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	32	0	208	0	0	0	34	92	0	0	182	9

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	347	347	187	342	352	92	192	0	0	92	0	0
Stage 1	187	187	-	160	160	-	-	-	-	-	-	-
Stage 2	160	160	-	182	192	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
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	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	607	576	855	612	573	966	1382	-	-	1503	-	-
Stage 1	815	745	-	842	766	-	-	-	-	-	-	-
Stage 2	842	766	-	819	742	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	592	561	855	451	558	966	1382	-	-	1503	-	-
Mov Cap-2 Maneuver	592	561	-	451	558	-	-	-	-	-	-	-
Stage 1	815	745	-	820	746	-	-	-	-	-	-	-
Stage 2	820	746	-	620	742	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.33	0	2.08	0
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	488	-	-	807	-	1503	-	-
HCM Lane V/C Ratio	0.025	-	-	0.297	-	-	-	-
HCM Control Delay (s/veh)	7.7	0	-	11.3	0	0	-	-
HCM Lane LOS	A	A	-	B	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.2	-	0	-	-

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↕	
Traffic Vol, veh/h	14	783	14	8	1575	28	1	0	5	13	0	17
Future Vol, veh/h	14	783	14	8	1575	28	1	0	5	13	0	17
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	-	-	-	-	-	-	-	-	-	60	-	-
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	15	851	15	9	1712	30	1	0	5	14	0	18

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1742	0	0	866	0	0	1763	2649	433	2201	2641	871
Stage 1	-	-	-	-	-	-	889	889	-	1745	1745	-
Stage 2	-	-	-	-	-	-	873	1760	-	456	897	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	357	-	-	773	-	-	53	23	571	25	23	294
Stage 1	-	-	-	-	-	-	304	360	-	90	139	-
Stage 2	-	-	-	-	-	-	311	136	-	554	357	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	357	-	-	773	-	-	46	21	571	23	21	294
Mov Cap-2 Maneuver	-	-	-	-	-	-	46	21	-	23	21	-
Stage 1	-	-	-	-	-	-	287	339	-	88	136	-
Stage 2	-	-	-	-	-	-	285	133	-	518	337	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.08	0.25	23.84	142.93
HCM LOS			C	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	198	61	-	-	17	-	-	23	294
HCM Lane V/C Ratio	0.033	0.043	-	-	0.011	-	-	0.623	0.063
HCM Control Delay (s/veh)	23.8	15.5	0.8	-	9.7	0.2	-	$ 306.2	18.1
HCM Lane LOS	C	C	A	-	A	A	-	F	C
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	1.8	0.2

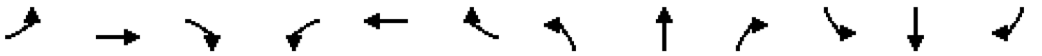
Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	789	1598	45	9	13
Future Vol, veh/h	12	789	1598	45	9	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	60	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	13	839	1700	48	10	14

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1748	0	-	0	2169	874
Stage 1	-	-	-	-	1724	-
Stage 2	-	-	-	-	445	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	355	-	-	-	40	293
Stage 1	-	-	-	-	129	-
Stage 2	-	-	-	-	613	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	355	-	-	-	38	293
Mov Cap-2 Maneuver	-	-	-	-	38	-
Stage 1	-	-	-	-	123	-
Stage 2	-	-	-	-	613	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.93	0	63.2
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	54	-	-	-	38	293
HCM Lane V/C Ratio	0.036	-	-	-	0.251	0.047
HCM Control Delay (s/veh)	15.5	0.7	-	-	128.6	17.9
HCM Lane LOS	C	A	-	-	F	C
HCM 95th %tile Q(veh)	0.1	-	-	-	0.8	0.1



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	117	647	34	61	1286	181	45	20	105	332	34	311
Future Volume (veh/h)	117	647	34	61	1286	181	45	20	105	332	34	311
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	131	727	38	69	1445	203	51	22	118	373	38	349
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	164	1726	90	384	1526	212	148	46	249	394	42	381
Arrive On Green	0.05	0.50	0.50	0.04	0.49	0.49	0.03	0.18	0.18	0.11	0.26	0.26
Sat Flow, veh/h	1781	3435	179	1781	3134	435	1781	255	1369	1781	158	1451
Grp Volume(v), veh/h	131	376	389	69	812	836	51	0	140	373	0	387
Grp Sat Flow(s),veh/h/ln	1781	1777	1838	1781	1777	1792	1781	0	1624	1781	0	1609
Q Serve(g_s), s	4.5	16.3	16.3	2.3	52.7	54.7	2.8	0.0	9.4	14.0	0.0	28.5
Cycle Q Clear(g_c), s	4.5	16.3	16.3	2.3	52.7	54.7	2.8	0.0	9.4	14.0	0.0	28.5
Prop In Lane	1.00		0.10	1.00		0.24	1.00		0.84	1.00		0.90
Lane Grp Cap(c), veh/h	164	893	923	384	865	873	148	0	295	394	0	423
V/C Ratio(X)	0.80	0.42	0.42	0.18	0.94	0.96	0.34	0.00	0.47	0.95	0.00	0.92
Avail Cap(c_a), veh/h	173	904	935	391	874	882	161	0	386	394	0	502
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	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	28.2	19.1	19.1	15.3	29.5	30.1	40.1	0.0	44.7	41.7	0.0	43.6
Incr Delay (d2), s/veh	21.7	0.3	0.3	0.2	17.3	20.6	1.4	0.0	1.2	31.9	0.0	19.5
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	2.7	6.5	6.7	0.9	25.1	27.0	1.3	0.0	3.9	8.2	0.0	13.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	49.9	19.5	19.5	15.5	46.9	50.7	41.5	0.0	45.9	73.5	0.0	63.1
LnGrp LOS	D	B	B	B	D	D	D		D	E		E
Approach Vol, veh/h		896			1717			191			760	
Approach Delay, s/veh		23.9			47.5			44.7			68.2	
Approach LOS		C			D			D			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	19.0	27.2	9.5	66.3	9.1	37.0	11.4	64.4
Change Period (Y+Rc), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Green Setting (Gmax), s	14.0	29.0	5.0	62.0	5.0	38.0	7.0	60.0
Max Q Clear Time (g_c+I1), s	16.0	11.4	4.3	18.3	4.8	30.5	6.5	56.7
Green Ext Time (p_c), s	0.0	0.7	0.0	5.0	0.0	1.6	0.0	2.7

Intersection Summary	
HCM 7th Control Delay, s/veh	45.8
HCM 7th LOS	D

Intersection	
Int Delay, s/veh	9.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	177	134	8	3	453	36	8	4	2	30	1	216
Future Vol, veh/h	177	134	8	3	453	36	8	4	2	30	1	216
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	60	-	-	60	-	-	50	-	-	-	-	-
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	201	152	9	3	515	41	9	5	2	34	1	245

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	556	0	0	161	0	0	1081	1122	157	1099	1106	535
Stage 1	-	-	-	-	-	-	559	559	-	542	542	-
Stage 2	-	-	-	-	-	-	522	563	-	557	564	-
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	1015	-	-	1418	-	-	195	206	889	190	211	545
Stage 1	-	-	-	-	-	-	513	511	-	525	520	-
Stage 2	-	-	-	-	-	-	538	509	-	515	509	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1015	-	-	1418	-	-	85	165	889	148	168	545
Mov Cap-2 Maneuver	-	-	-	-	-	-	85	165	-	148	168	-
Stage 1	-	-	-	-	-	-	412	410	-	523	519	-
Stage 2	-	-	-	-	-	-	294	508	-	407	408	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	5.23	0.05	38.95	31.05
HCM LOS			E	D

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	85	226	1015	-	-	1418	-	-	409
HCM Lane V/C Ratio	0.106	0.03	0.198	-	-	0.002	-	-	0.687
HCM Control Delay (s/veh)	52.1	21.4	9.4	-	-	7.5	-	-	31
HCM Lane LOS	F	C	A	-	-	A	-	-	D
HCM 95th %tile Q(veh)	0.3	0.1	0.7	-	-	0	-	-	5

Intersection	
Int Delay, s/veh	3.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	17	0	80	2	0	2	105	110	2	2	165	23
Future Vol, veh/h	17	0	80	2	0	2	105	110	2	2	165	23
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	0	-	-	-	-	-	-	-	-	-	-	-
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	20	0	94	2	0	2	124	129	2	2	194	27

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	589	591	208	576	604	131	221	0	0	132	0	0
Stage 1	212	212	-	378	378	-	-	-	-	-	-	-
Stage 2	376	379	-	199	226	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
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	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	420	419	833	428	413	919	1348	-	-	1453	-	-
Stage 1	790	727	-	644	615	-	-	-	-	-	-	-
Stage 2	645	615	-	803	717	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	377	377	833	341	371	919	1348	-	-	1453	-	-
Mov Cap-2 Maneuver	377	377	-	341	371	-	-	-	-	-	-	-
Stage 1	788	725	-	580	554	-	-	-	-	-	-	-
Stage 2	580	554	-	711	716	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.28	12.3	3.84	0.08
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	868	-	-	687	498	18	-	-
HCM Lane V/C Ratio	0.092	-	-	0.166	0.009	0.002	-	-
HCM Control Delay (s/veh)	7.9	0	-	11.3	12.3	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0.6	0	0	-	-

Additional Information Received

Date Received: MM/DD/YYYY	09/25/2025
Time: 00:00 (AM/PM)	3:57 PM
From: Name & Title	Jonathan Curth, Director of Development Services
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/07/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorneys copied.

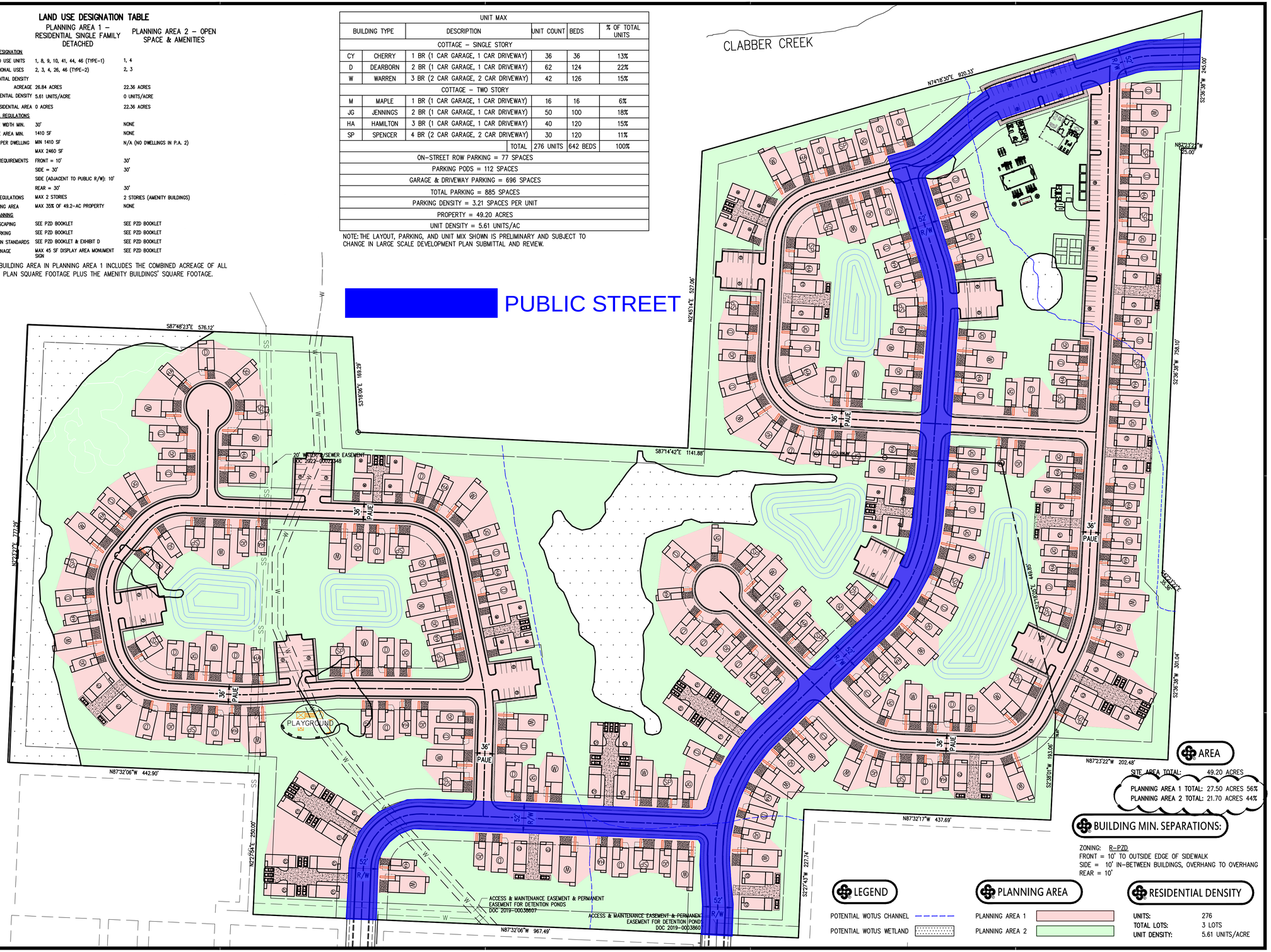
LAND USE DESIGNATION TABLE

LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 10'	30'
	SIDE = 30'	30'
	SIDE (ADJACENT TO PUBLIC R/W): 10'	
	REAR = 30'	30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL: 49.20 ACRES
PLANNING AREA 1 TOTAL: 27.50 ACRES 56%
PLANNING AREA 2 TOTAL: 21.70 ACRES 44%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 10' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS: 276
TOTAL LOTS: 3 LOTS
UNIT DENSITY: 5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION ··· REVIEW SET ··· NOT FOR CONSTRUCTION ··· REVIEW SET ···

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EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

DRAWING: \\EDITEDRIVE_LOGFILES\25301700_WESTCHESTER\INFRASTRUCTURE\CIVIL\DWG\EXHIBIT B FOR PZD.DWG
LATEST CHANGE: 6/3/2025 9:39:57 AM BY: CTHREET (LAST SAVED: 6/3/2025 9:39:57 AM BY: CTHREET)
PLOTTED: 6/3/2025 9:40:01 AM BY: CTHREET (LAST PLOTTED: 6/3/2025 9:40:01 AM BY: CTHREET)
XREFS: 25301700_ALTA.DWG; 25301700_TOPO.DWG; 25301700_BOUNDARY.DWG (COPY ONLY)

Additional Information Received

Date Received: MM/DD/YYYY	09/29/2025
Time: 00:00 (AM/PM)	5:26 PM
From: Name & Title	Blake Pennington, Senior Assistant City Attorney
To: Name & Title	City Clerk's Office
Agenda Meeting Date: MM/DD/YYYY	09/30/2025
Civic Clerk Number: Ex. 2025-994	2025-1691
Forwarded to City Attorney's Office & Department Head	Received from City Attorney's Office with Department Head copied.

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Rawn**
City Council

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **September 29, 2025**

RE: **Next Chapter Holdings PZD – North Raven Lane**

Staff has reviewed the updated PZD booklet provided by the engineer for Next Chapter Holdings and a staff report addendum has been added to the agenda packet. Because of those updates, some changes need to be made to the rezoning ordinance. I am attaching a revised version for the City Council's consideration.

Section 1 has been updated to reflect a change in acreage between Planning Areas 1 and 2 as well as a change to the density in Planning Area 1.

Section 2 has been updated to modify the conditions of approval. The original version of the ordinance included conditions that the project maintain connectivity with public streets. The applicant's PZD booklet was revised to address those conditions so they are no longer necessary. Two new conditions have been added to: 1) remove the reference to automatic reversion of zoning, which is not authorized by the Unified Development Code; and 2) provide that the PZD approval does not constitute approval of any development applications or variances.

We recommend that the City Council make a motion to amend the ordinance and adopt the revised ordinance as well as the revised PZD booklet.

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2025-003 FOR APPROXIMATELY 49.2 ACRES LOCATED ON NORTH RAVEN LANE IN WARD 4

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 approves PZD-2025-03 as described in Exhibits "A," "B" and "C" attached to the Planning Division's Agenda Memo which allows the development of approximately 27.50 acres of residential single-family homes at a maximum density of 7 units per acre, and sets aside 21.70 acres limited to stormwater, greenspace, and open space.

Section 2: This PZD approval is subject to the following conditions which shall be reflected in an updated PZD booklet:

1. Language regarding zoning reversion in section A shall be removed.
2. Approval of the Planned Zoning District does not constitute approval of any associated development, nor does it constitute approval of any variances to street standards, design standards, or other requirements.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning criteria change provided in Section 1 above.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1685

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **Appeal: RZN-2025-0027: Rezoning (3070 W. MOUNT COMFORT RD/SUMMERHILL, 323): Submitted by WESLEY BATES for property located at 3070 W. MOUNT COMFORT RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.**

RECOMMENDATION:
City Planning staff recommend approval and the Planning Commission denied a request to rezone the subject property as shown in exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in west Fayetteville at the northwest corner of W. Mount Comfort Road's intersection with N. Gooseberry Lane. The property contains 0.40 acres which is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and is developed with a single-family home that County records indicate was built in 1960.

Request: The request is to appeal the Planning Commission's decision to deny the applicant's request to rezone the property from RSF-4 to NS-G, Neighborhood Services, General.

Public Comment: Staff has received public comment in opposition to the request, with neighbors concerned that the proposal was incompatible with the surrounding land uses, and inconsistent with the neighborhood character.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to NS-G to be compatible with the surrounding land uses. RSF-4 is a single-family district that typically requires 70 feet of street frontage and a minimum lot area of 8,000 sq. feet. Though surrounded by single-family uses to the west, north, and east, the property fronts W. Mount Comfort Road, a High Activity Link Street. With this location on the corner of a major thoroughfare, a single-family zoning district is not likely the highest and best use for the property with the potential for additional housing or small nonresidential uses appropriate. NS-G, while it allows for some limited commercial uses, is still considered to be a residential district, the intention of which is to promote pedestrian-oriented neighborhood development at a scale that is compatible with surrounding land uses. While allowing a density up to 18 units per acre, staff finds that given the size of the site, the lot area minimums for dwelling units, and the limited nature of developable area, the site would likely never reach that maximum threshold. Further, limited businesses (such as medical offices, coffee shops, and small grocery stores) would be permitted on the property to a maximum size of 8,000 sq. ft., which, given its corner location, would be well-

suited to provide services and amenities within a walkable distance of many residents that currently are required to make trips to employment and services by vehicle.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans. The potential for non-residential uses promotes walkability in an area that is largely residential. The property is located almost precisely halfway between two tier centers (one on N. Rupple Road and W. Mount Comfort, and the other located at W. Mount Comfort and N. Salem Road). Further, elements contributing to appropriate infill total five, indicating that a minimal increase in density is appropriate here. Staff finds that the applicant's request is in line with this score. The proposal also supports goals 3 and 4 in City Plan 2040, including promotion of infill, creating opportunities for housing, and developing complete neighborhoods.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 5 for this site. The following elements of the matrix contribute :

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (8" in N. Gooseberry Lane, 8" in W. Mount Comfort Road)
- Near Water Main (12" in W. Mount Comfort Road, 2.5" in N. Gooseberry Lane)
- Near City Park (Gary Hampton Softball Complex)
- Near Paved Trail (Marked Shared Roadway, W. Mount Comfort Road)

DISCUSSION:
At the August 11, 2025 Planning Commission meeting, a request to rezone the property from RSF-4 to NS-G was denied by a 3-6-0 vote. (Commissioners Werner, Gulley, Cabe, Payne, Garlock, and McGetrick were opposed). Commissioners in favor agreed with staff's findings that the change would support small-scale, walkable services along W. Mount Comfort Road. Opponents raised concerns about access management, scale, and compatibility with the neighborhood, preferring the applicants seek conditional use permitting under the current zoning if non-residential uses were proposed. Seven residents spoke in opposition, citing traffic issues along W. Mount Comfort, concerns about inserting commercial activity on what is currently a dead-end street, and lack of compatibility with neighborhood character and existing land uses.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report, 7. Additional Information - 49863 - Applicant Split-Zone Legals, 8. Additional Information - Mt Comfort CC Final, Initial Exhibit A (Original version that does not display City Council's amendment), Initial Exhibit B (Original version that does not display City Council's amendment)

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

File #: 2025-1685

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-27 FOR APPROXIMATELY 0.40 ACRES LOCATED AT 3070 WEST MOUNT COMFORT ROAD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL AND RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE

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 changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units Per Acre to NS-G, Neighborhood Services-General and RSF-18, Residential Single Family, 18 units per acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Masters, Jessica

From: Pennington, Blake
Sent: Wednesday, August 13, 2025 9:54 AM
To: Konrad Siemek
Cc: CityClerk; Wes Bates; Masters, Jessica; Williams, Kit; Hungate, Hannah
Subject: RE: Appeal of rezoning denial for 3070 W Mt Comfort Road

Thank you for confirming, Konrad. The appeal meets the form, time, and place requirements of Section 155.02 and can be added to the City Council agenda.

Thanks,

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas

From: Konrad Siemek <ksiemek@gmail.com>
Sent: Wednesday, August 13, 2025 9:48 AM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: CityClerk <cityclerk@fayetteville-ar.gov>; Wes Bates <bateswt@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: Re: Appeal of rezoning denial for 3070 W Mt Comfort Road

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.

Blake,

I believe we would agree with your statement, if I am understanding correctly.

Konrad Siemek
Owner AD&U
Physical Therapist
www.adandyounwa.com

AD&U

On Wed, Aug 13, 2025, 9:32 AM Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

> Wes,

Section 155.02(A) requires that appeals set forth the applicable UDC section(s). Based on what you've written below, could you confirm that Section 154.03 would be the appropriate UDC section? 154.03(A)(3) discusses the requirement for applicants to explain the compatibility of the proposed rezoning with neighboring property and why the proposed rezoning will not unreasonably adversely affect or conflict with surrounding land uses.

Thanks,

Blake

Blake E. Pennington

Senior Assistant City Attorney

City of Fayetteville, Arkansas

From: CityClerk <cityclerk@fayetteville-ar.gov>
Sent: Tuesday, August 12, 2025 2:34 PM
To: Wes Bates <bateswt@gmail.com>
Cc: Konrad Siemek <ksiemek@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: RE: Appeal of rezoning denial for 3070 W Mt Comfort Road

Good afternoon Mr. Bates,

Thank you for your email message!

Our City Attorneys have been added to this message, we'll await further instructions on how to proceed.

Thank you,

Jonathan Ramirez

Deputy City Clerk - Communications

Office of the City Clerk-Treasurer

City of Fayetteville, Arkansas

479-718-7629

fayetteville-ar.gov

jramirez@fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Wes Bates <bateswt@gmail.com>
Sent: Tuesday, August 12, 2025 1:23 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Konrad Siemek <ksiemek@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Appeal of rezoning denial for 3070 W Mt Comfort Road

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 Mayor and Members of the City Council,

I am writing to formally appeal the Planning Commission's denial of our rezoning request for 3070 W Mt Comfort Road from its current zoning to NS-G (Neighborhood Services General).

The Planning Department recommended approval of this request, recognizing that NS-G is consistent with the character and land use patterns along this section of Mt Comfort. In fact, NS-G zoning already exists across the street, and the property's frontage along Mt Comfort makes it an appropriate location for a small-scale, neighborhood-serving use.

We believe it is neither practical nor in the community's best interest to require exclusively single-family homes along a major street like Mt Comfort. The NS-G district allows for mixed-use, walkable development that complements surrounding residential areas, increases neighborhood amenities, and provides flexibility for future needs.

Given the existing NS-G zoning nearby, the property's location on a high-traffic corridor, and the Planning Department's support, we respectfully request that the City Council approve our rezoning to NS-G.

Thank you for your consideration.

Sincerely,
Wes Bates

--

Wes Bates

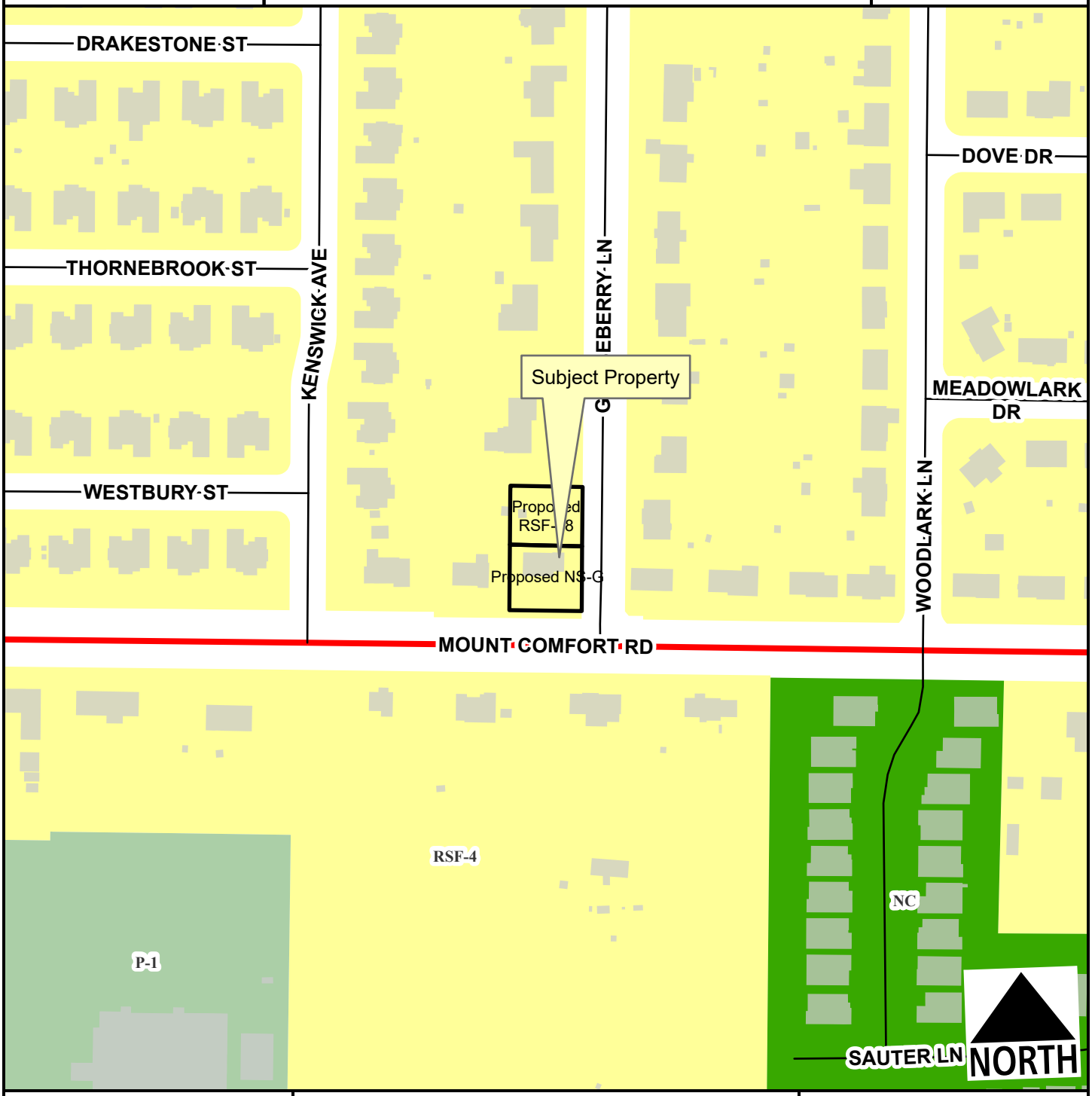
bateswt@gmail.com
479-595-5499

RZN-2025-0027

Close Up View

3070 W. MOUNT COMFORT RD

EXHIBIT 'A'



Regional Link
Residential Link
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NS-G	0.0	0.2
RSF-18	0.0	0.2
RSF-4	0.4	0.0

Total 0.4 ac

RZN-2025-0027
EXHIBIT 'B'

SURVEYED PROPERTY DESCRIPTION - LOT 9A **(To NS-G)**

Part of Lot 9, Block A, Mt. Comfort Addition to the City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at an existing rebar marking the Northeast Corner of said Lot 9. Thence along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 82.09 feet to a set rebar with cap and the Point of Beginning. Thence continue along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 89.48 feet to a set rebar with cap. Thence leaving said East line, North 87 degrees 19 minutes 56 seconds West, 100.00 feet to a set rebar with cap on the West line of Lot 9. Thence along the West line of said Lot 9, North 02 degrees 27 minutes 18 seconds East, 90.83 feet to a set rebar with cap. Thence leaving said West line, South 86 degrees 33 minutes 45 seconds East, 100.01 feet to the Point of Beginning, containing 0.21 acres and subject to any Easements of Record.

SURVEYED PROPERTY DESCRIPTION - LOT 9B **(To RSF-18)**

Part of Lot 9, Block A, Mt. Comfort Addition to the City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Beginning at an existing rebar marking the Northeast Corner of said Lot 9. Thence along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 82.09 feet to a set rebar with cap and the Point of Beginning. Thence leaving said East line, North 86 degrees 33 minutes 45 seconds West, 100.01 feet to a set rebar with cap on the West line of Lot 9. Thence along the West line of said Lot 9, North 02 degrees 27 minutes 18 seconds East, 81.36 feet to a point marking the Northwest Corner of Lot 9. Thence along the North line of said Lot 9, South 86 degrees 58 minutes 53 seconds East, 100.00 feet to the Point of Beginning, containing 0.19 acres and subject to any Easements of Record.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: August 11, 2025

SUBJECT: **RZN-2025-0027: Rezoning (3070 W. MOUNT COMFORT RD/SUMMERHILL, 323):** Submitted by WESLEY BATES for property located at 3070 W. MOUNT COMFORT RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-LIMITED.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0027** to City Council with a recommendation for approval.

RECOMMENDED MOTION:
"I move to forward **RZN-2025-0027** to City Council with a recommendation for approval."

BACKGROUND:
The subject property is in west Fayetteville at the northwest corner of W. Mount Comfort Road's intersection with N. Gooseberry Lane. The property contains 0.40 acres which is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and is developed with a single-family home that County records indicate was built in 1960. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre to NS-G, Neighborhood Services, General.

Public Comment: Staff has received public comment in opposition to the request. Neighbors were concerned that the proposal was incompatible with the surrounding land uses, and inconsistent with the neighborhood character.

INFRASTRUCTURE AND ENVIRONMENTAL ANALYSIS:

Streets: The subject area has street frontage along W. Mount Comfort Road, which is a fully improved Regional Link Street with asphalt paving, sidewalk, curb and gutter.

The subject area has street frontage along North Gooseberry Lane, which is a partially improved Residential Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 12-inch water main is present along W. Mount Comfort Road. An existing 2.5-inch water main is present along N. Gooseberry Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along W. Mount Comfort Road. An existing 8-inch sewer main is present along N. Gooseberry Lane. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 50 linear feet downstream of this property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams are present, no are there hydric soils on the property. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of NS-G, Neighborhood Services, General requires **20% minimum canopy preservation.** The current zoning district of RSF-4, Residential Single-Family, Four Units per Acre requires **25% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (8" in N. Gooseberry Lane, 8" in W. Mount Comfort Road)
- Near Water Main (12" in W. Mount Comfort Road, 2.5" in N. Gooseberry Lane)
- Near City Park (Gary Hampton Softball Complex)
- Near Paved Trail (Marked Shared Roadway, W. Mount Comfort Road)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the proposed rezoning from RSF-4 to NS-G to be compatible with the surrounding land uses. RSF-4 is a single-family district that typically requires 70 feet of street frontage and a minimum lot area of 8000 sq. feet. Though surrounded by single-family uses to the west, north, and east, the property fronts W. Mount Comfort Road on the northwest corner of its intersection with N. Gooseberry Lane. W. Mount Comfort Road is a High Activity Link Street, and with its location on the corner with a major thoroughfare, a single-family zoning district is not likely the highest and best use for the property. NS-G, while it allows for some limited commercial uses, is still considered to be a residential district, the intention of which is to promote pedestrian-oriented neighborhood development at a scale that is compatible with surrounding land uses. While allowing a density up to 18 units per acre, staff finds that given the size of the site, the lot area minimums for dwelling units, and the limited nature of developable area, the site would likely never reach that maximum threshold. Further, limited businesses (such as medical offices, coffee shops, and small grocery stores) would be permitted on the property to a maximum size of 8000 sq. ft., which, given its corner location, would be well-suited to provide services and amenities within a walkable area to many residents that currently are required to take those trips using a vehicle.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's adopted land use plans. The insertion of the possibility of non-residential uses in the area promotes walkability in an area that has long been established as residential. The property is located almost precisely halfway between two tier centers (one on N. Rupple Road and W. Mount Comfort, and the other located at W. Mount Comfort and N. Salem Road). Further, the infill score is 5, indicating that a minimal increase in density would be recommended here. Staff finds that the applicant's request is in line with this score. The proposal also supports goals 3 and 4 in City Plan 2040.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that rezoning the subject property from RSF-4 to NS-G is justified and is consistent with the city's future land use plans.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from RSF-4 to NS-G has the potential to increase traffic at this location considering that the site is currently developed with a single-family home. Staff does not find, however, that given the size of the site, and the requirements for access management, that it would be to an appreciable degree.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets and water. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 50 linear feet downstream of this property, and any necessary upgrades or improvements to existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0027 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: August 11, 2025 ❒ **Tabled** ❒ **Forwarded** ☒ **Denied**

Motion: Payne — motion to forward denied.

Second: Garlock

Vote: 3-5-0 (Commissioners Werner, Gulley, Cabe, Payne, Garlock, McGetrick)

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.19 NS-G, Neighborhood Services - General
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Request letter
- Public Comment

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
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 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet

Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

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

(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

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

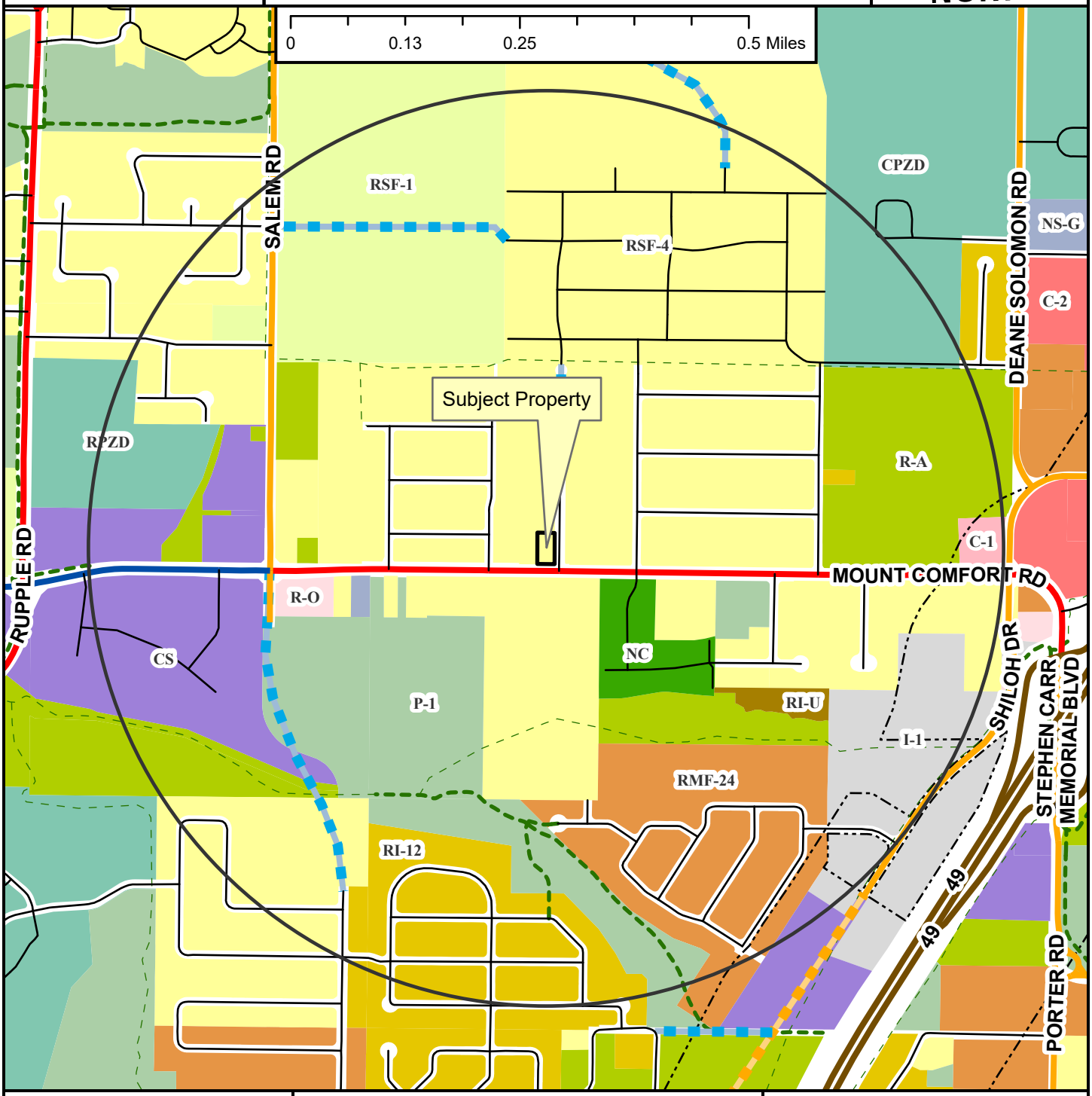
(Ord. No. 5945, §7(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

RZN-2025-0027

One Mile View

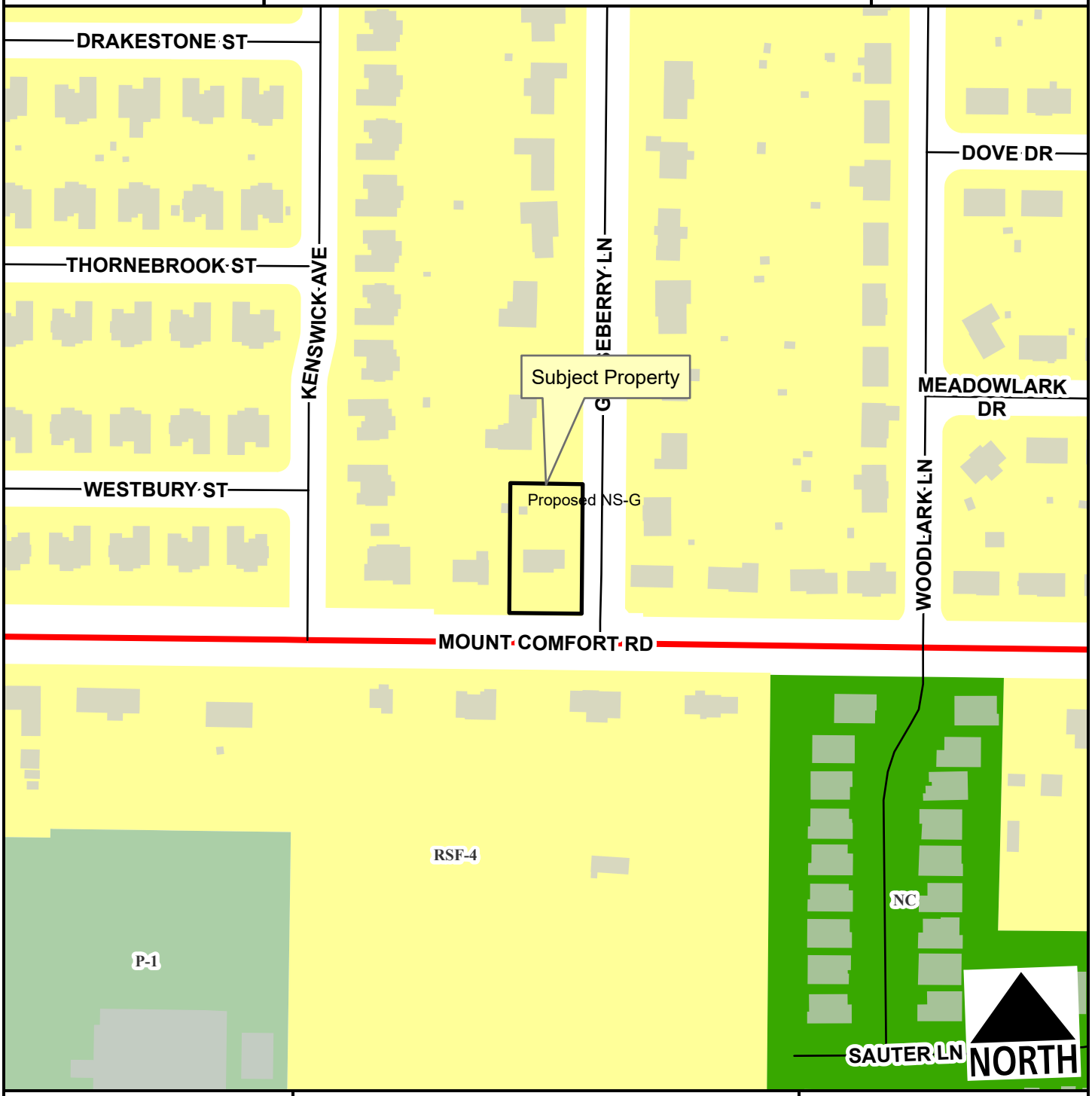
3070 W. MOUNT COMFORT RD



RZN-2025-0027

Close Up View

3070 W. MOUNT COMFORT RD



Regional Link
Residential Link
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NS-G	0.0	0.4
RSF-4	0.4	0.0

Total 0.4 ac

RZN-2025-0027

Current Land Use

3070 W. MOUNT COMFORT RD

NORTH

- Regional Link
- Unclassified
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

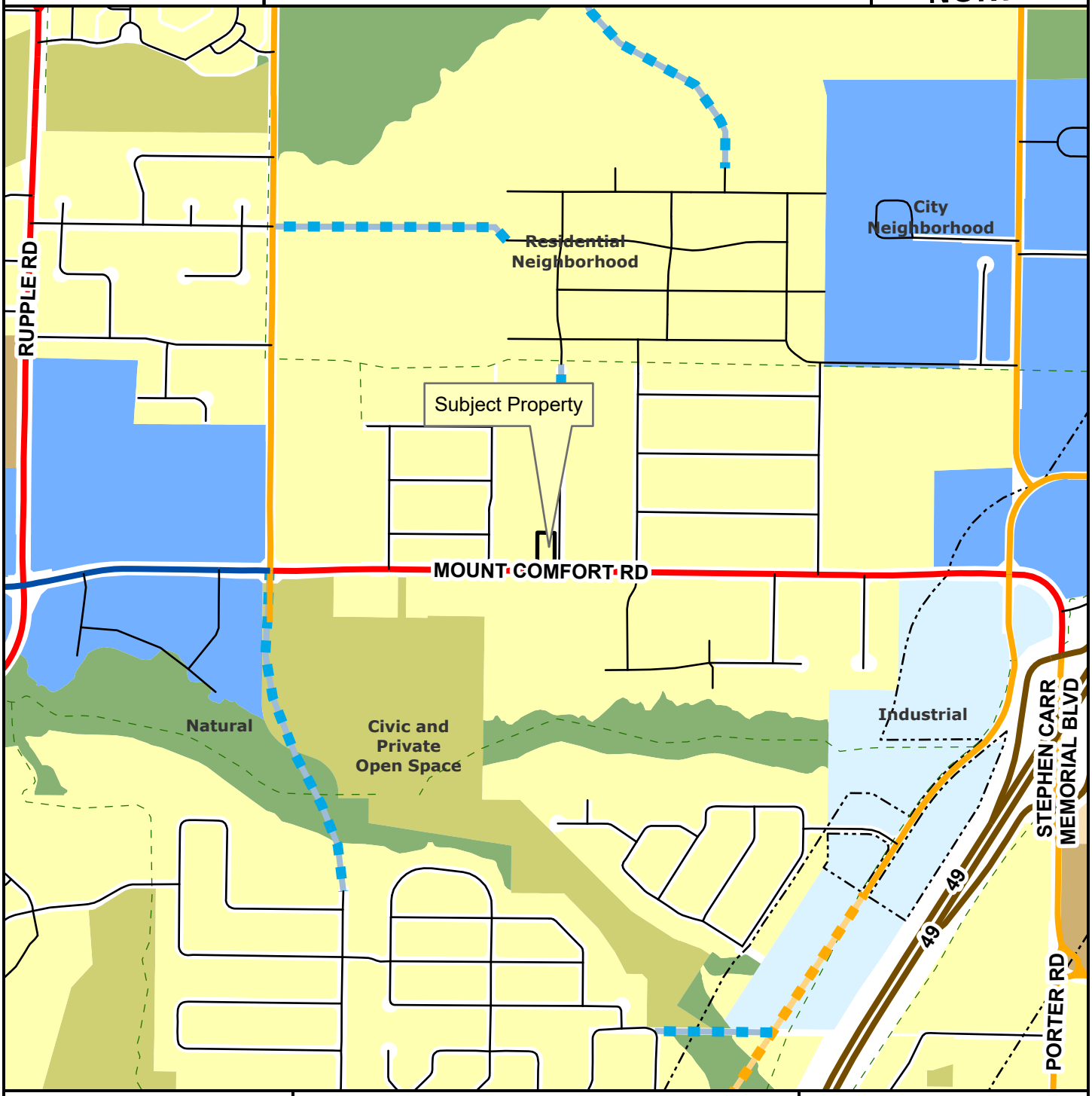
- 100-Year Floodplain
- Floodway

RZN-2025-0027

Future Land Use

3070 W. MOUNT COMFORT RD

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

Property Address: 3070 W Mt Comfort Rd
Current Zoning: RSF-4
Proposed Zoning: NS-G (Neighborhood Services – General)

To Whom It May Concern,

We are requesting a rezoning of the property located at 3070 W Mt Comfort Rd from RSF-4 (Residential Single-Family, 4 units per acre) to NS-G (Neighborhood Services – General). While our current development plans do not require commercial use, we believe NS-G is the most appropriate zoning district for this site, both in terms of long-term flexibility and compatibility with the surrounding area.

This property sits along Mt Comfort Road, a designated thoroughfare, and lies between two established Tier centers. Given its location between these centers, NS-G is an appropriate transition zone that allows for neighborhood-scale services and a range of housing types, while maintaining a pedestrian-oriented, residential character. NS-G zoning would provide flexibility for future small-scale, neighborhood-friendly commercial uses, which have been encouraged by city planning staff in this area.

Although our current plans are residential in nature, we support the vision of mixed-use and neighborhood-scale development along key corridors like Mt Comfort. This rezoning would align with the city's goals of creating walkable, mixed-use neighborhoods and support sustainable growth patterns.

We believe this zoning change represents a compatible and context-sensitive approach that balances current development needs with the long-term goals of the community. The scale and intent of NS-G is consistent with nearby land uses and appropriate given the property's location between two activity nodes.

Thank you for your consideration of this request.

Wesley Bates

Compiled Public Comment
RZN-2025-0027

-----Original Message-----

From: Michelle Parker <fotosbymichelle@yahoo.com>
Sent: Sunday, August 3, 2025 7:44 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Nathan- Hubby <nute4christ@gmail.com>
Subject: 3070 W. Mt Comfort

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,

My name is Michelle Parker, and I live at 2306 N. Kenswick Avenue. I received a notification letter of a rezoning adjacent to my home, planned for 3070 W. Mt Comfort, owned by Jean Summerhill, and proposed by Wesley Bates. Currently our neighborhood, as well as all neighborhoods adjacent to this parcel are zoned RSF-4, and I see that the applicant is wanting to change this to 18 units per acre. I am extremely surprised and against this zoning, as are my neighbors. This comes at a complete shock because we do not currently have any type of multi-family homes near us. Several streets down, there are duplex homes, but nothing at the density of 18 units per acre. I don't believe that it fits into this area, or into the city's master zoning plan. I do know that we are trying to move to the new "zones" of having walkable commercial options, however, this density of homes right in the middle of a single family neighborhood would stick out like a sore thumb. I am aware that the city is currently dealing with an affordable housing shortage, but the single family home that currently exists on the property would be a perfect home for a young family that is looking for one. I do not believe that building something that fits into an 18 units per acre development will alleviate the affordable housing problem in any way, and if anything, I believe it would just remove one more opportunity for a Fayetteville family to own their own home.

I would like to request that my opinion be forwarded on to my ward 4 representative, and the entire planning commission that will be hearing this request. I would also like to request a copy of the preliminary plans that are being proposed for this property so that I can inform my neighbors that are not familiar with how to share their comments with their representatives.

Thank you for your time,

Michelle Parker

From: Burke <bruss8993@gmail.com>
Sent: Monday, August 11, 2025 12:40 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>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Cc: ward4_post1@fayetteville-ar.gov
Subject: RZN-2025-0027

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 Commissioners,

I'm writing to request that you reject the application to rezone the property located at the corner of Gooseberry and Mt. Comfort.

Compiled Public Comment
RZN-2025-0027

The new owners claim they just want to put two dwellings on the property, but they want to rezone it to "neighborhood services-general". I am skeptical of their true intentions. I believe up to four units are permissible under the current zoning, so they need do nothing.

I have lived at 2395 Gooseberry for 13 years. I do not want to have a storefront or storefronts there, nor do my neighbors. I really think it should stay a single family home, so it is consistent with the rest of the surrounding area. Also, traffic is already bad enough on Mt. Comfort. Adding a business will make traffic worse and there is no turn lane in that part of Mt. Comfort.

The neighborhood currently has access to services at Caseys and the Kum-n-Go on Mt. Comfort and there will be more services when the large development at Mt. Comfort and Rupple are complete.

Thank you for your consideration. Regards,

Burke Russell

2395 N. Gooseberry Ln.

479-236-6971

bruss8993@gmail.com

From: Jacob B Hertzog <jacob.b.hertzog@gmail.com>
Sent: Thursday, August 7, 2025 11:02 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Erica Duncan <ericaboberica@gmail.com>
Subject: Rezoning of 3070 Mount Comfort

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.

To Whom It May Concern,

We live at 2278 N. Gooseberry Lane in Fayetteville, directly across from the proposed rezoning of 3070 Mount Comfort. We are distressed by the implications and impact of the proposal. Rezoning this lot to anything other than its current designation as RSF-4 would be detrimental for the street and the neighborhood at-large. We strongly oppose this rezoning for the following reasons:

1. We refute the assertion in RZN-2025-0027, this is NOT a major thoroughfare. Gooseberry Lane is an unfinished, (currently) dead end street. It has no sidewalks and no drainage. It is not wide enough for parked cars.
2. There is no traffic light or signal of any kind. As housing and businesses have spread on Mount Comfort, the peak commuter time traffic makes it impossible to turn left from Gooseberry Lane.
3. Anything other than single family housing would be highly disruptive to the neighborhood. In particular we are concerned about light pollution, noise pollution, and increased vehicle traffic.
4. Businesses of any kind would include grotesque features such as parking lots, dumpsters, commercial air-conditioners, and security lights that we find completely unacceptable.
5. Allowing this rezoning would cause a domino effect on the street and increase pressure on other residents to sell or forfeit their property.
6. There is absolutely no reason that any other proposed idea cannot be accommodated in the large development at Mount Comfort Road and Rupple Road.

Furthermore, we are shocked at the callousness of the developer and the city in working quickly to green-light this proposal. The decision seems to have been made seemingly before you even sought input from community members on the hearing date - August 11th.

We also believe that the proposed development is disingenuous, and while the developer currently proposes multiple small homes, the rezoning allows for a gross cadre of possibilities including retail and high density housing, both completely inappropriate for the location.

Gooseberry Lane is beautiful - it is a place we can leisurely ride a bike with our daughter. It is generally quiet, filled with birds, mature trees, and multi-generational residents of Fayetteville. We moved here nine years ago from New York and have invested heavily into updating and adding on to our house. We cannot bear to imagine our window looking out at a grocery store, a parking lot, or a cluster of apartments.

We do not oppose development on principle, but we completely oppose rezoning 3070 Mount Comfort and we ask the council to reconsider this proposal.

Thank you for your consideration.

Sincerely,

Jake Hertzog & Erica Duncan

2278 N Gooseberry Lane

www.jakehertzog.com

www.heyjazzguy.com

https://us01.z.antigena.com/l/VIrOnbZmaggEeZrqv~O--BIMb9MwBXGnHjL9C86m8dnFiGFl1oHCWBc6eEJ21tdwWZJjJPDH9GuawBdUd-UBIyJu7yBCX_xLvi355ruWBadJHfM-KgZ0PCoAbLz9guFaAX0gD5PeIoag8bLgH2SUbk~CUowVt6Gis168ZIy72Tfz4T1~N96Mrz3YFBMSWcIz

This petition is in opposition to the commercial rezoning of 3070 W Mt. Comfort Rd.

Keep this area low density residential.

	NAME	Address	Signature	Phone
1.	Bettie Patrick	2361 Gooseberry Ln	479-383-3390	Bettie Patrick
2.	DAN Worley	2336 Gooseberry	Dan Worley	479 4425575
3.	KARL ZOCH	2246 N GOOSEBERRY		479.422-4397
4.	Rebekah Smith	2299 Gooseberry		479-957-3080
5.	Cynthia Smith	2299 Gooseberry Ln		479-466-1650
6.	Burke Russell	2395 Gooseberry		479-236-6971
7.	Erica Duncan	2278 Goosberry		857-222-6064
8	Charles Shields	3016 MT COMFORT		479-871-759
9	David Elmore	2306 Gooseberry		515-450-336
10	Stephen Mentze	2325 Gooseberry		479 332 8183
11	Anastashia mentze	2325 N. Gooseberry Ln.		530-798-1649
12	Hallie Mhoon	2340 Gooseberry Ln		479-530-8250
13	Colby Mhoon	2340 Gooseberry		479-283-250
14	Jessica Elmore	2306 N Gooseberry Ln		303-709-1203
15	Joyce Thompson	2398 Gooseberry		479871-1219
16	Kennan Doan	2268 N Kenswick Ave		501-425-5663
17	Peram Ramsagah			479. 301. 600 5
18	Patricia McKenna	2352 N. Kenswick	Patricia McKenna	479 301 7448
19	Frank McKenna	"	Frank McKenna	479 301 7448

	NAME	ADDRESS	SIGNATURE	PHONE
20	David McKenna	2359 N. Kenswick Av.		479 316 ~~9365~~ 5880
21	Heather McKenna	2359 N. Kenswick Ave	Heather McKenna	479 316 9365
22	Lindsay Staggs	2360 N Kenswick Ave		479-651-4177
23	Jeff Staggs	2360 N Kenswick Ave		479.221.8711
24	Angela Fancher	3162 W. westbury st.	Angela Fancher	479-841-2192
25	Marty Williams	3199 W. Westbury	Marty Williams	479-790-6703
26		2299 Gooseberry		479 601 1760
27	Heather Hunter	2349 N woodlark Ln		479-799-8747
28	Justin Hunter	2349 N Woodlark Lane		479 799 8777
29	Michael Freeman	2327 Gooseberry Ln		479-445-8623
30	Katherine Freeman	2327 Gooseberry Ln		479-263-4978

	NAME	ADDRESS	SIGNATURE	PHONE
31	Michael Austin Lucas	2332 N. Gooseberry Lane Fayetteville, AR 72702	M. Lucas	479-530-1014
32				
33				
34				
35				
36				
37				
38				

August 10, 2025
Re: 3070 W Mt Comfort Rezoning

Dear Planning Commission,

I'm writing to you as a mother and homeowner on the implications the rezoning of 3070 Mt Comfort will have on our everyday life. I have been a resident of 2278 N Gooseberry Lane for the past 9 years with my husband and three year old daughter.

I don't believe that the planning commission team has fully thought out the consequences of what forcing this space into a commercial corner will do to us and other nearby residents.

In regard to the potential of having a business directly in front of our home, I've personally worked in retail for small businesses in Fayetteville since moving to town. Not only do you have the traffic of customers, but you have to consider the traffic of constant deliveries of goods.

Imagine a grocery store being in front of your home with deliveries of food and product to the store with limited space to park or turn around. Customers stopping by nonstop. A bottleneck of traffic in the narrow entrance of Gooseberry. Dumpsters and constant lighting out of our front door and front windows, which happens to be our three year old's bedroom.

How disruptive to our way of life.

-What will the noise and light pollution be and until what time of day?
-What kind of people will start hanging around the neighborhood? This street is full of families with young children and elderly folks.
-Will we have constant cars parking on our curb and turning around in our driveway? How unsafe for our children and safety of our street.

Mt. Comfort Road has no turn lane and it is nearly impossible to turn left during rush hours. There is no stoplight. As compared to nearby Raven Lane, it is quite narrow, has no drainage system. It is **not a high density connective street** and nor should it be forced into being one. That is not why we, and our neighbors, invested in this home and street for our family.

Gooseberry Lane is a peaceful, dead end street, and that is why we moved from busy New York City, to this nice, quiet street to raise a family here. We've invested quite a lot financially into renovating our home and find it abhorrent that the city would consider such a change to an all residential neighborhood. Please do not take away the sanctity of our street and risk the safety of our daughter. Keep this area low density residential, as it has been and should stay.

I would also like to point out that there is a commercial zone going in very nearby called **Mount Comfort Square** with a grocery store, coffee shops and restaurants. The developers are **PROPERLY** and thoughtfully building an infrastructure to withstand this type of traffic, including a turn lane and loads of parking as well as high walkability standards with stop lights. That is how it is done. Not forced into a corner without the infrastructure to withstand it. We must be logical and reasonable as we expand this town. Rezoning a small corner and being disruptive to residential areas is not the way.

Thank you,
Erica Duncan

Additional Information Received

Date Received: MM/DD/YYYY	10/08/2025
Time: 00:00 (AM/PM)	5:38 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/21/2025
Civic Clerk Number: Ex. 2025-994	2025-1685
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorney included.

MT. COMFORT ADDITION - BLOCK A - LOTS 9A & 9B

BEING A LOT SPLIT OF PART OF LOT 9, BLOCK A, MT. COMFORT ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

CERTIFICATE OF OWNERSHIP & DEDICATION

We, the undersigned owners, representing one hundred percent (100%) ownership of the real estate shown and described herein, do hereby dedicate for public ownership, all streets and alleys as shown on this plat for public benefit as prescribed by law. The owners also dedicate to the City of Fayetteville and to the public utility companies (including any cable television company holding a franchise granted by the City of Fayetteville) the easements as shown on this plat for the purpose of installation of new facilities and the repair of existing facilities. Also established hereby is the right of ingress and egress to said easements, the right to prohibit the erection of buildings, structures, or fences within said easements, and the right to remove or trim trees within said easements.

_____ _____
KONRAD SIEMEK Date

_____ _____
WES BATES Date

CERTIFICATE OF ACCURACY OF SURVEY

I certify that the plat shown and described hereon is a true and correct survey and that the monuments have been place as shown hereon as required by "Regulations, Standards and Specifications for the Division, Development and Improvement of Unincorporated Land in Washington County".

Date: _____

Surveyor: _____

SETBACK REQUIREMENTS

ZONE – RI-U – RESIDENTIAL INTERMEDIATE – URBAN

FRONT – A BUILD-TO ZONE THAT IS LOCATED BETWEEN THE FRONT PROPERTY LINE AND A LINE 25 FEET FROM THE FRONT PROPERTY LINE.

SIDE – OTHER USES – NONE
SIDE – SINGLE & TWO(2) FAMILY – 5 FEET

REAR – OTHER USES – 5 FEET
REAR – FROM CENTERLINE OF AN ALLEY – 12 FEET

ABBREVIATION LEGEND
G.M. = GAS METER
F.H. = FIRE HYDRANT
G.A. = GUY ANCHOR
P.P. = POWER POLE
W.V. = WATER VALVE
W.M. = WATER METER
T.R. = TELEPHONE RISER
S.S.M.H. = SANITARY SEWER MANHOLE
S.D.M.H. = STORM DRAIN MANHOLE

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, Ricky Hill, No. 1443, or Jacob Long, No. 1915, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observed structures. Utilities located if Requested according to utility company records, and or above ground inspection. This survey was done from description furnished to us or instruction from the person(s) named on this plat. No title search was done and record ownership, Rights of Way of road and Easements to and across this property must be confirmed by others. The Buyer or Owner of this property should satisfy themselves as to the correct owner through a title search or review by an attorney.

SURVEYOR'S NOTE: This property does not lie within the 100-Year Flood Zone, according to the Flood Map for Washington County, Arkansas, Community Panel No. 05143C0204G, Dated: January 25, 2024.

Satterfield Land Surveyors P.A., Copyright 2025

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

SURVEYED PROPERTY DESCRIPTION – PARENT TRACT

Part of Lot 9, Block A, Mt. Comfort Addition to the City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Beginning at an existing rebar marking the Northeast Corner of said Lot 9. Thence along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 179.38 feet to a point on the North Right of Way line of West Mount Comfort Road. Thence leaving said East line and along said North Right of Way line, North 86 degrees 57 minutes 51 seconds West, 100.00 feet to a point on the West line of Lot 9. Thence leaving said North Right of Way line and along said West line, North 02 degrees 27 minutes 18 seconds East, 179.35 feet to a point marking the Northwest Corner of said Lot 9. Thence along the North line of said Lot 9, South 86 degrees 58 minutes 53 seconds East, 100.00 feet to the Point of Beginning, containing 0.42 acres and subject to any Easements of Record.

SURVEYED PROPERTY DESCRIPTION – LOT 9A

Part of Lot 9, Block A, Mt. Comfort Addition to the City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at an existing rebar marking the Northeast Corner of said Lot 9. Thence along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 82.09 feet to a set rebar with cap and the Point of Beginning. Thence continue along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 89.48 feet to a set rebar with cap. Thence leaving said East line, North 87 degrees 19 minutes 56 seconds West, 100.00 feet to a set rebar with cap on the West line of Lot 9. Thence along the West line of said Lot 9, North 02 degrees 27 minutes 18 seconds East, 90.83 feet to a set rebar with cap. Thence leaving said West line, South 86 degrees 33 minutes 45 seconds East, 100.01 feet to the Point of Beginning, containing 0.21 acres and subject to any Easements of Record.

SURVEYED PROPERTY DESCRIPTION – LOT 9B

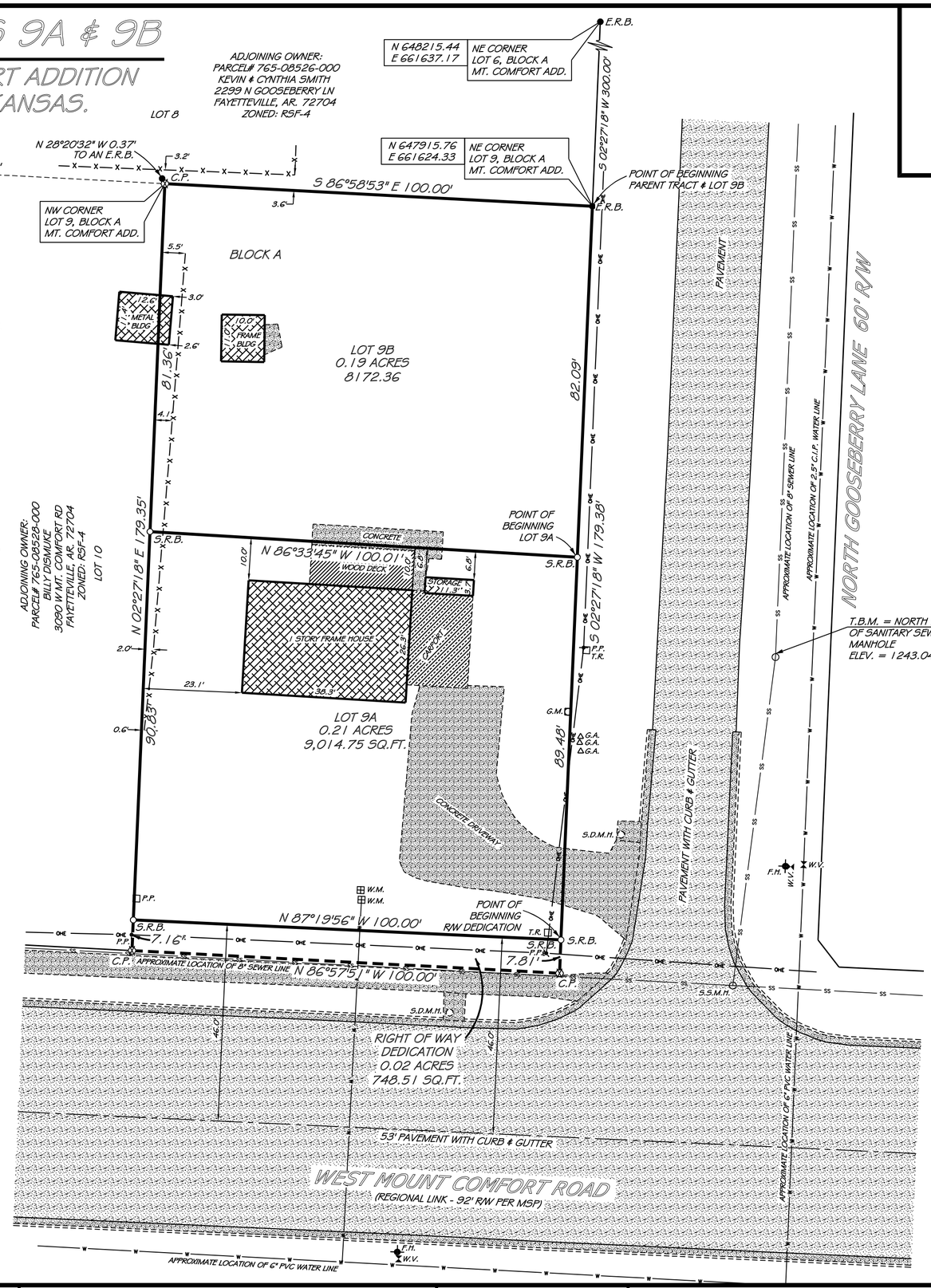
Part of Lot 9, Block A, Mt. Comfort Addition to the City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Beginning at an existing rebar marking the Northeast Corner of said Lot 9. Thence along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 82.09 feet to a set rebar with cap and the Point of Beginning. Thence leaving said East line, North 86 degrees 33 minutes 45 seconds West, 100.01 feet to a set rebar with cap on the West line of Lot 9. Thence along the West line of said Lot 9, North 02 degrees 27 minutes 18 seconds East, 81.36 feet to a point marking the Northwest Corner of Lot 9. Thence along the North line of said Lot 9, South 86 degrees 58 minutes 53 seconds East, 100.00 feet to the Point of Beginning, containing 0.19 acres and subject to any Easements of Record.

SURVEYED PROPERTY DESCRIPTION – RIGHT OF WAY DEDICATION

Part of Lot 9, Block A, Mt. Comfort Addition to the City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at an existing rebar marking the Northeast Corner of said Lot 9. Thence along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 171.57 feet to a set rebar with cap and the Point of Beginning. Thence continue along the East line of said Lot 9, South 02 degrees 27 minutes 18 seconds West, 7.81 feet to a point on the North Right of Way line of West Mount Comfort Road. Thence along said North Right of Way line, North 86 degrees 57 minutes 51 seconds West, 100.00 feet to a point on the West line of Lot 9. Thence along the West line of said Lot 9, North 02 degrees 27 minutes 18 seconds East, 7.16 feet to a set rebar with cap. Thence leaving said West line, South 87 degrees 19 minutes 56 seconds East, 100.00 feet to the Point of Beginning, containing 0.02 acres and subject to any Easements of Record.



20' 10' 0 GRAPHIC SCALE 20' 40'

REFERENCE DEED WARRANTY DEED FILE# 2025-00020799

SURVEY REFERENCES

BASIS OF BEARING

ARKANSAS STATE PLANE COORDINATES GRID NORTH 1983.

- S.R.B. = SET 1/2" REBAR W/ CAP
- S.P/K.N. = SET P/K NAIL
- S.R.R.S. = SET RAILROAD SPIKE
- S.N. = SET NAIL
- E.R.B. = EXISTING REBAR
- E.I.P. = EXISTING IRON PIN
- E.P/K.N. = EXISTING P/K NAIL
- E.N. = EXISTING NAIL
- E.R.R.S. = EXISTING RAILROAD SPIKE
- = EXISTING GOVERNMENT MONUMENT
- = EXISTING STONE
- = EXISTING STATE MONUMENT
- = EXISTING R/W MARKER
- = EXISTING FENCE
- = COMPUTED POINT
- F.C. = FENCE CORNER

SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR:
RICKY HILL / JACOB LONG
1928 HWY 71 NORTH
ALMA, AR, 72921
PHONE:
(479)632-3565
EMAIL:
ricky@slsurveying.com
jlong@slsurveying.com

CONTACT: WESLEY BATES
1022 S BEEBALM AVE.
FAYETTEVILLE, AR 72701
PHONE: 479-595-5499

DRAWN BY: D.E.R.
SCALE: 1" = 20'
DATE: 9/15/25
JOB NO. 49,863

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. – PHONE No. (479) 632-3565
FAX (479) 632-5002 – WEBSITE: http://www.slsurveying.com

Additional Information Received

Date Received: MM/DD/YYYY	10/08/2025
Time: 00:00 (AM/PM)	5:38 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Clerks Office
Agenda Meeting Date: MM/DD/YYYY	10/21/2025
Civic Clerk Number: Ex. 2025-994	2025-1685
Forwarded to City Attorney's Office and Department Head	Received from Dept. Head with City Attorney included.

What do we envision for the future?

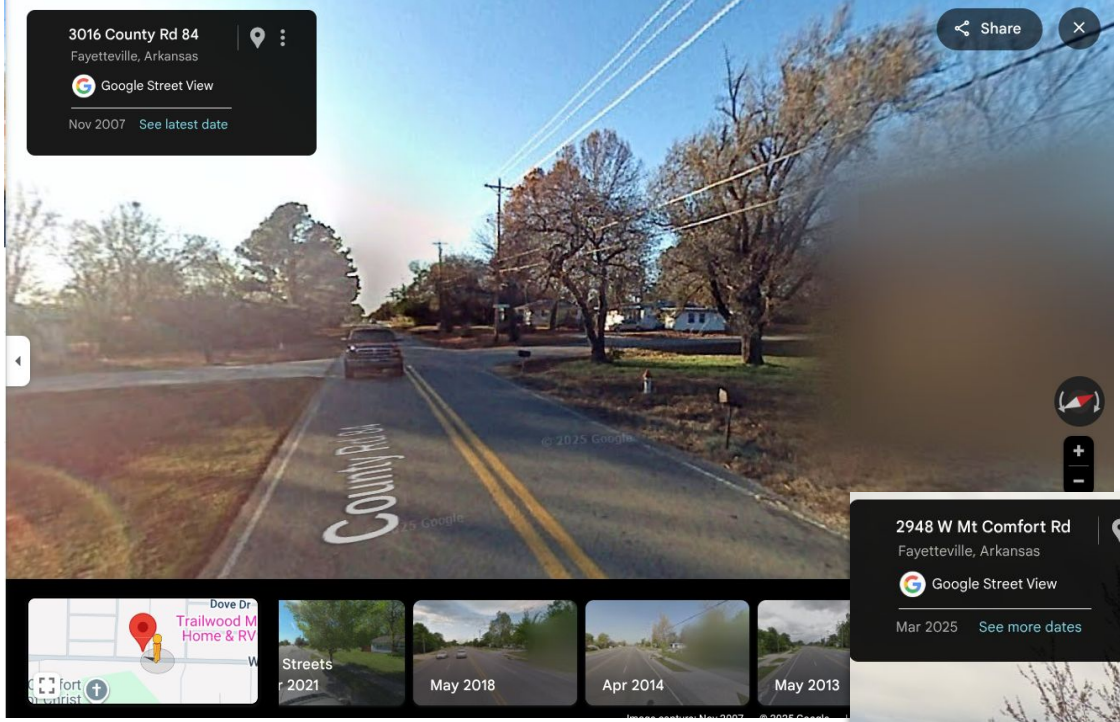
City Plan 2040 Goals

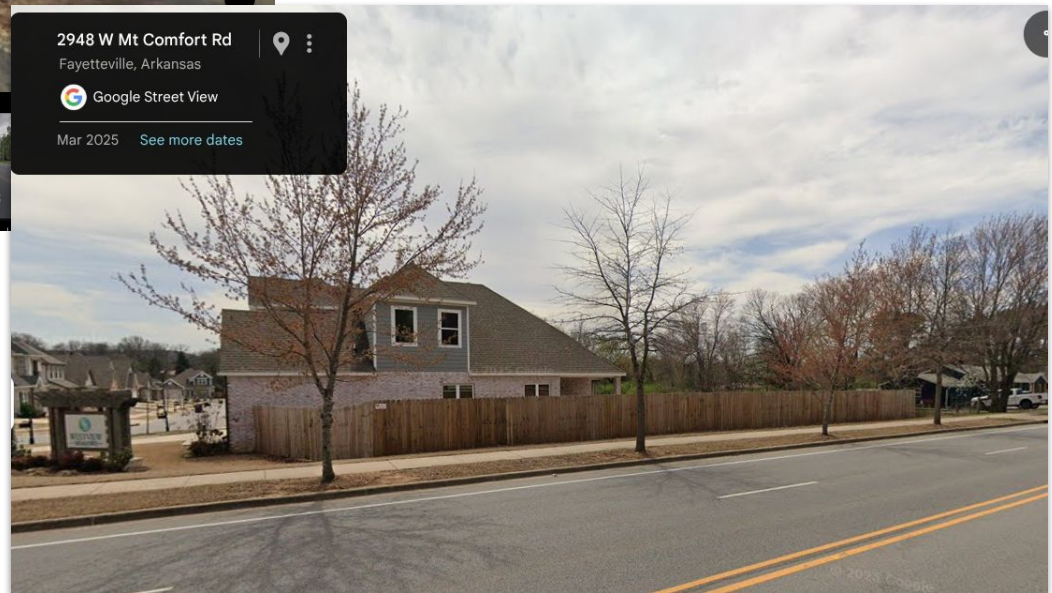
1. *We will make appropriate infill and revitalization our highest priority*
2. *We will discourage suburban sprawl*
3. *We will make compact, complete, and connected development the standard*
4. *We will grow a livable transportation network*
5. *We will assemble an enduring green network*
6. *We will create opportunities for attainable housing*

W Westbury St
3208
W Mount Comfort Rd
W Meadowlark Dr
N Kenswick
N Gooseberry Ln
N Woodlark Ln
NS-G
P-1
RSF-4
NC

K

E Thornhill Dr
E Stubblefield Rd
N Old Missouri
E Harold St
E Briarcliff St
E Farr Ln
N Old Missouri Rd
N Elizabeth Ave
E Cortland St
Missouri Creek
N Katherine Ave
E Eton St
Butterfield Trail Elementary
P-1
NC
E Furman St
E Rolling Hills Dr
NS-G
E Oakcliff St
E Rosemont St
N Loxley Ave
N Centerwood Rd
N Stagecoach Dr
N Strawberry Dr
E Wilkins Pl
E Hilldale Dr
E Stanwyk Dr
N Azalea
N Ashbro


3016 County Rd 84
Fayetteville, Arkansas
Google Street View
Nov 2007 See latest date
Share
County Rd 84
Dove Dr
Trailwood M
Home & RV
Streets
2021
May 2018
Apr 2014
May 2013


2948 W Mt Comfort Rd
Fayetteville, Arkansas
Google Street View
Mar 2025 See more dates

K

Why are we doing this?

- Single family along Mt Comfort made sense when the house was built
- Mt Comfort is a busy road. It is not appropriate to force homes to be along Mt Comfort

From EPA:

People who live and work near sources of air pollution can be exposed to higher levels of air contaminants, many of which contribute to adverse health effects including:

- reduced lung function,
- asthma,
- cardiovascular disease, and
- premature death.

From Realtor.com:

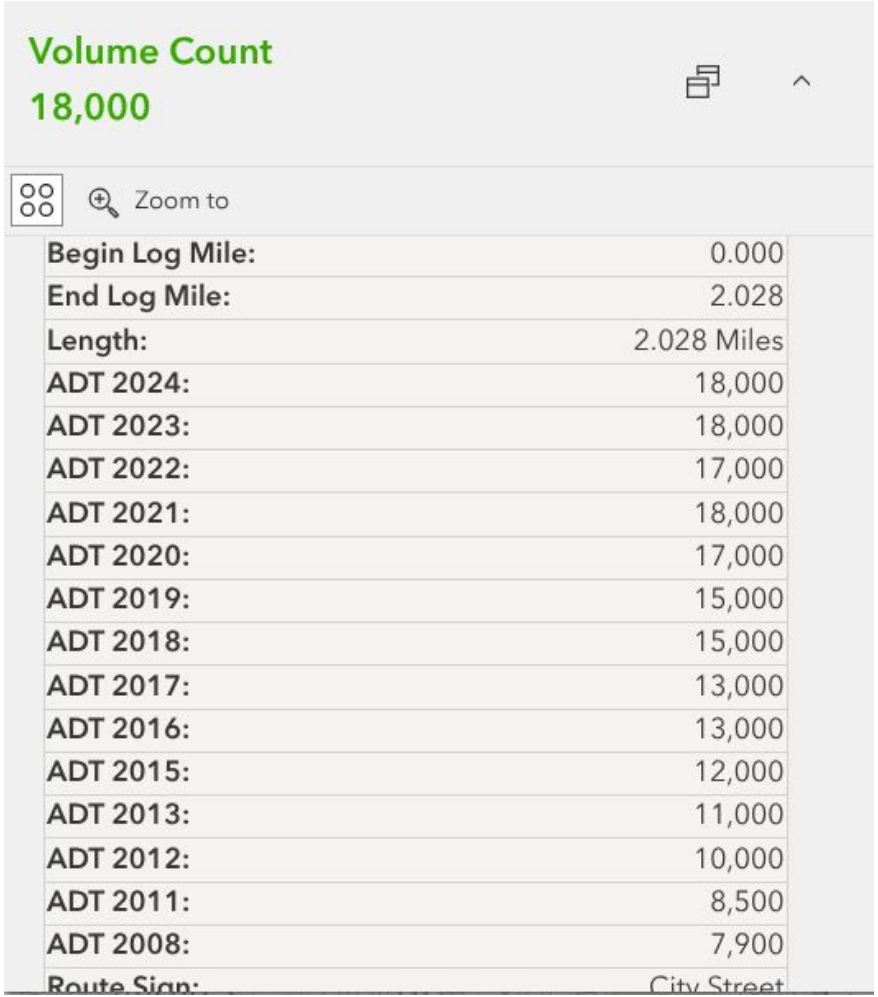
Homes near noisy environments can sell for up to 20% less

How do we define “busy”?

Gregg near Township

North at Razorback Greenway

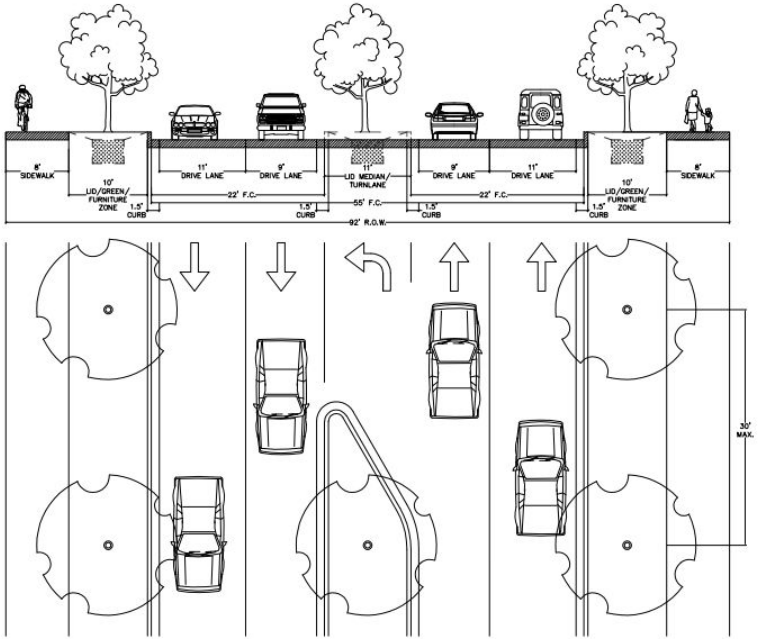
Razorback near football stadium



What makes a complete neighborhood?

- Mixed-use development
- Multiple transportation options
- Access to daily needs
- Diverse housing options
- Green spaces
- Equity and inclusivity

Regional Link Street



5 year plan: multi use trail —->Prerequisite
Access to be determined at development

K

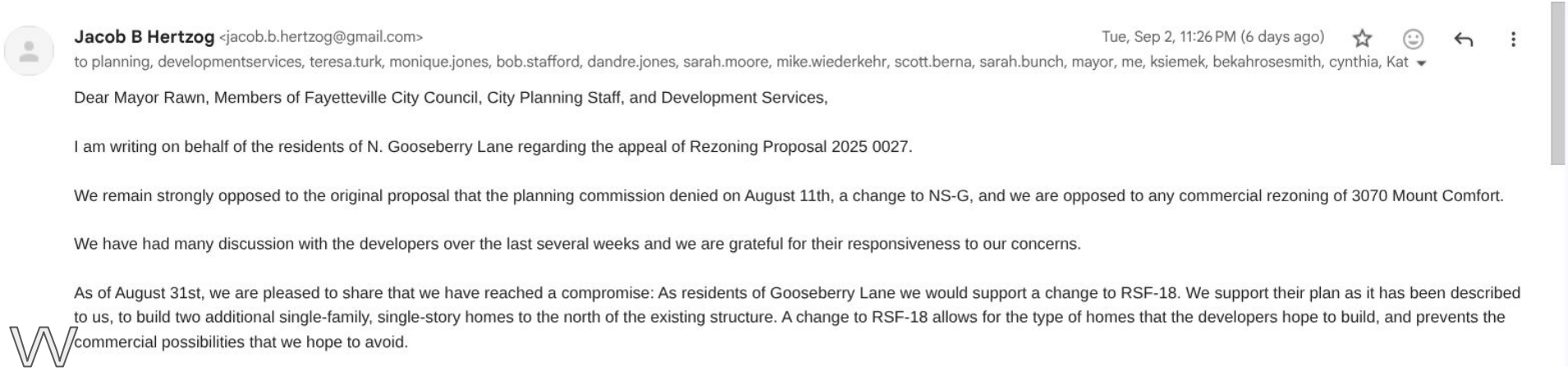
Keeping Development Accessible and Authentic

- We need both greenfield mixed-use **and** adaptive reuse
- Adaptive reuse keeps costs lower and gives entrepreneurs a foothold
- Relying only on greenfield projects prices out small, local tenants

Mt. Comfort Square, Located in West Fayetteville

Compromise

- We thought we had agreement. Doubts arose and made us reconsider.
  - What would we feel good about?
- Neighborhood commercial along Mt Comfort
- RSF-18 to create self imposed residential buffer
- No change to RSF-4 to the north of our property
- Productive discussions with neighbors and listened to feedback
- Can add gentle density without impacting character of the neighborhood



Jacob B Hertzog <jacob.b.hertzog@gmail.com> Tue, Sep 2, 11:26 PM (6 days ago)

to planning, developmentservices, teresa.turk, monique.jones, bob.stafford, dandre.jones, sarah.moore, mike.wiederkehr, scott.berna, sarah.bunch, mayor, me, ksiemek, bekahrosesmith, cynthia, Kat

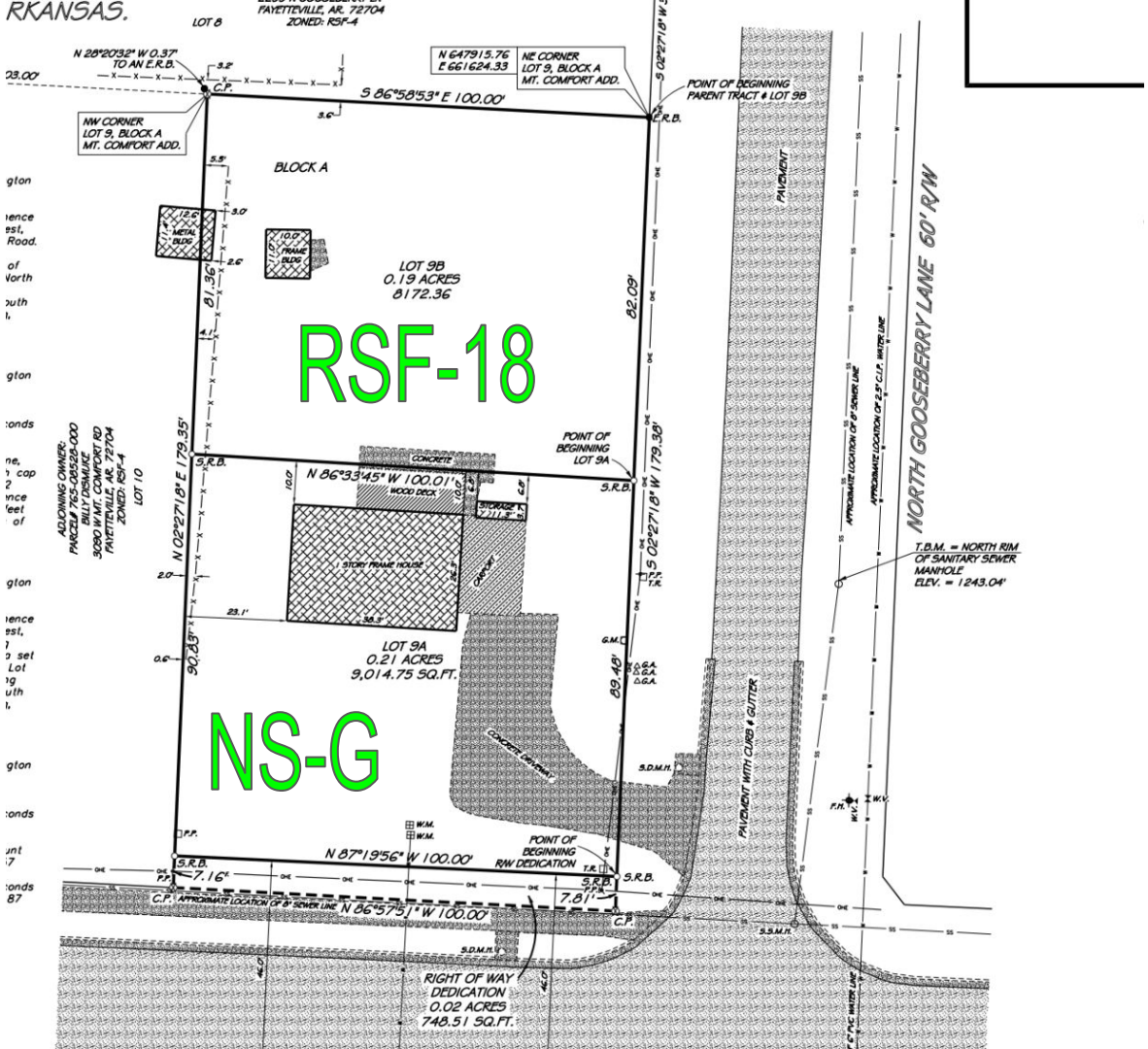
Dear Mayor Rawn, Members of Fayetteville City Council, City Planning Staff, and Development Services,

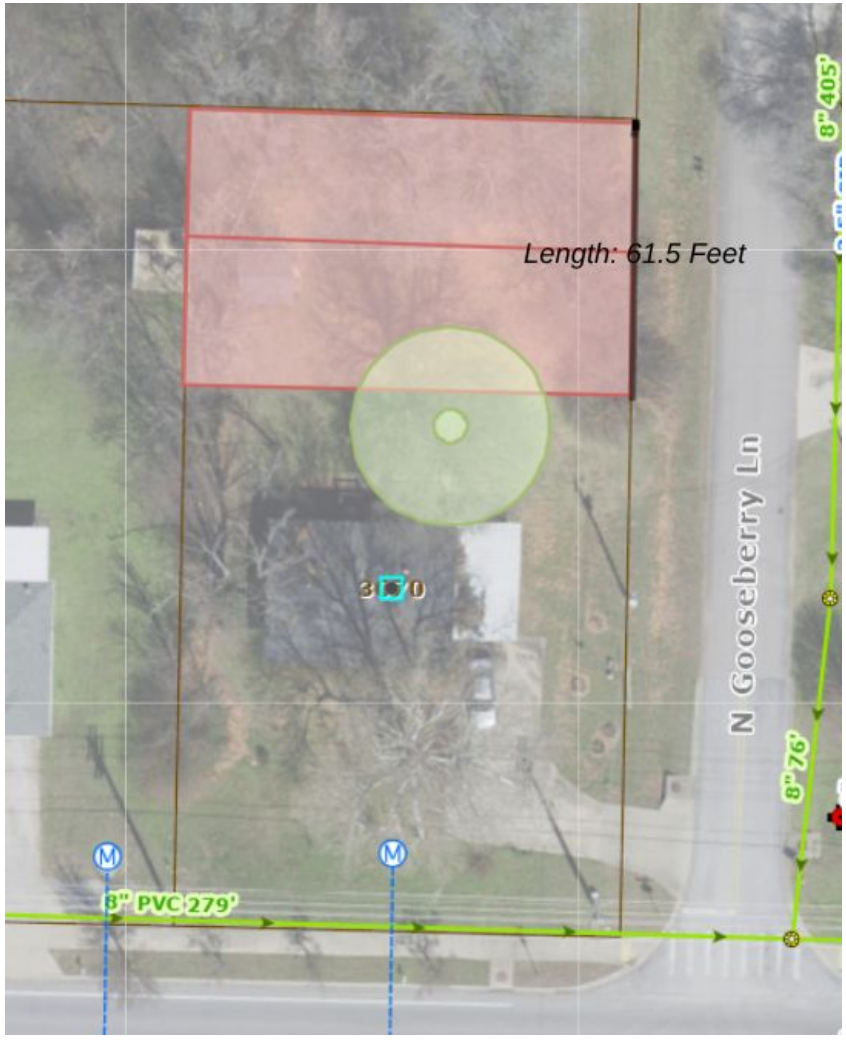
I am writing on behalf of the residents of N. Gooseberry Lane regarding the appeal of Rezoning Proposal 2025 0027.

We remain strongly opposed to the original proposal that the planning commission denied on August 11th, a change to NS-G, and we are opposed to any commercial rezoning of 3070 Mount Comfort.

We have had many discussion with the developers over the last several weeks and we are grateful for their responsiveness to our concerns.

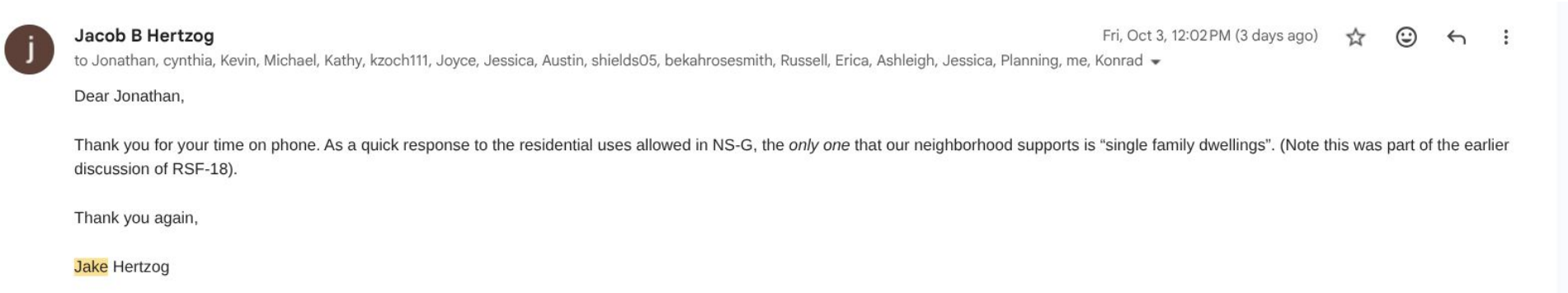
As of August 31st, we are pleased to share that we have reached a compromise: As residents of Gooseberry Lane we would support a change to RSF-18. We support their plan as it has been described to us, to build two additional single-family, single-story homes to the north of the existing structure. A change to RSF-18 allows for the type of homes that the developers hope to build, and prevents the commercial possibilities that we hope to avoid.


RKANSAS.
LOT 8
FAYETTEVILLE, AR. 72704
ZONED: RSF-4
N 28°20'32" W 0.37' TO AN E.R.B.
N 647915.76
E 661624.33
NE CORNER LOT 9, BLOCK A MT. COMFORT ADD.
POINT OF BEGINNING PARENT TRACT & LOT 9B
S 86°58'53" E 100.00'
NW CORNER LOT 9, BLOCK A MT. COMFORT ADD.
BLOCK A
METAL BLDG
FRAME BLDG
LOT 9B
0.19 ACRES
8172.36
RSF-18
PAVEMENT
NORTH GOOSEBERRY LANE 60' R/W
APPROXIMATE LOCATION OF 8" SEWER LINE
APPROXIMATE LOCATION OF 2.5" C.I.P. WATER LINE
ADJOINING OWNER: PARCEL# 765-08528-000 BILLY DISMUKE 3090 W MT. COMFORT RD FAYETTEVILLE, AR. 72704 ZONED: RSF-4 LOT 10
N 02°27'18" E 179.35'
POINT OF BEGINNING LOT 9A
N 86°33'45" W 100.01'
CONCRETE
WOOD DECK
STORAGE
1 STORY FRAME HOUSE
CARPORT
S 02°27'18" W 179.38'
T.B.M. = NORTH RIM OF SANITARY SEWER MANHOLE ELEV. = 1243.04'
LOT 9A
0.21 ACRES
9,014.75 SQ.FT.
NS-G
CONCRETE DRIVEWAY
PAVEMENT WITH CURB & GUTTER
POINT OF BEGINNING R/W DEDICATION
N 87°19'56" W 100.00'
7.16'
7.81'
N 86°57'51" W 100.00'
RIGHT OF WAY DEDICATION
0.02 ACRES
748.51 SQ.FT.


Length: 61.5 Feet
N Gooseberry Ln
8" 405'
8" 76'
8" PVC 279'

Why no Bill of Assurance?

- We agree with staff's recommendation of NS-G and the uses allowed under that zoning
- BoA creates additional work for staff and complexity down the road
- Met with neighbors to discuss Bill of Assurance. Received email stating they do not support any uses under NS-G.



Jacob B Hertzog Fri, Oct 3, 12:02 PM (3 days ago)

to Jonathan, cynthia, Kevin, Michael, Kathy, kzoch111, Joyce, Jessica, Austin, shields05, bekahrosesmith, Russell, Erica, Ashleigh, Jessica, Planning, me, Konrad

Dear Jonathan,

Thank you for your time on phone. As a quick response to the residential uses allowed in NS-G, the *only one* that our neighborhood supports is "single family dwellings". (Note this was part of the earlier discussion of RSF-18).

Thank you again,

Jake Hertzog

Mt Comfort doesn't have to be like this

Incremental Development

More Affordable

More Organic

Preserves

Allows for slower growth

Compromising

END

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1828

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

FROM: Lee Farmer, Recreation Superintendent

SUBJECT: **Amend Recreational Activities at Lake Fayetteville in Section 97.070 of the City Code**

RECOMMENDATION:
Staff recommends approving the proposed ordinance changes to recreational activities in Section 97.070.

BACKGROUND:
The current ordinance outlines regulations for recreational activities at Lake Fayetteville, Lake Sequoyah, and Lake Wilson, including hours of operation, fees, and permitted activities. Over time, portions of the ordinance have become restrictive and less adaptable to changing conditions. For example, fee amounts are fixed in code, requiring formal amendments for any adjustments, and marina office hours are tied to general lake access, limiting flexibility during periods of low demand or unfavorable weather. In addition, the existing fee structure requires separate permits for fishing and boating, which creates unnecessary complexity and limits opportunities for collaboration with the Arkansas Game and Fish Commission.

DISCUSSION:
The proposed changes remove specific fee amounts from the City Code, allowing the Mayor to establish fees administratively. This approach increases efficiency by eliminating the need for ordinance amendments each time adjustments are necessary. Additionally, marina office hours are separated from general lake access hours, enabling the office to operate with flexible or limited schedules based on weather conditions and public demand, while ensuring that the lakes remain accessible during established open hours. Finally, daily and annual permits are consolidated into a single “lake access fee.” By moving to lake access fees, the City can more closely coordinate with the Arkansas Game and Fish Commission on community fishing programs.

BUDGET/STAFF IMPACT:
There is no budget impact associated with these ordinance changes.

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A - Clean, 5. Amend 97.070 - Strikethrough

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

File #: 2025-1828

AN ORDINANCE TO MODIFY THE FEE STRUCTURE FOR LAKE USE AND ACCESS AND ALLOW FOR MORE FLEXIBLE MARINA OPERATIONS BY AMENDING § 97.070 RECREATIONAL ACTIVITIES AT LAKE FAYETTEVILLE, SEQUOYAH, AND WILSON OF THE *FAYETTEVILLE CITY CODE*

WHEREAS, § 97.070 of the *City Code* establishes regulations for recreational activities at Lake Fayetteville, Lake Sequoyah, and Lake Wilson, including hours of operation, fees, and permitted activities; and

WHEREAS, staff recommends allowing the Mayor to establish fees administratively which will increase efficiency by eliminating the need for ordinance amendments each time adjustments are necessary to cover the City's operational costs; and

WHEREAS, additionally, staff recommends separating marina office hours from general lake access hours, which will enable the office to operate with flexible or limited schedules based on weather conditions and public demand while ensuring that the lakes remain accessible during established open hours; and

WHEREAS, staff recommends consolidating daily and annual permits into a single “lake usage fee” so the City can coordinate more closely with the Arkansas Game and Fish Commission on community fishing programs.

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 § 97.070 by repealing it in its entirety and enacting a replacement § 97.070 as shown in Exhibit A attached hereto.

City of Fayetteville Staff Review Form

2025-1828

Item ID

10/7/2025

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

Lee Farmer	9/10/2025	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approving the proposed ordinance changes to recreational activities in Section 97.070.

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:

97.070 Recreational Activities At Lakes Fayetteville, Sequoyah And Wilson

(A) *Hours.* Lake Fayetteville, Lake Sequoyah, and Lake Wilson shall be open to the general public throughout the year from sunrise to sunset daily and shall be closed each day from sunset to sunrise; provided:

(1) Lake Fayetteville shall be closed on Thanksgiving Day and from sunset on December 23rd through January 14th and such other times as determined by the Mayor or the Mayor's designee.

(2) Lake Fayetteville Marina Office shall operate with limited or flexible hours based on weather conditions and public demand. Hours of operation will be posted at the facility and online when applicable.

(3) The Director is authorized to extend the operating hours of a lake when reasonable and necessary to accommodate a tournament, special event, or seasonal weather conditions.

(B) *Lake Access Fees.* Lake access fees will be established by the Mayor for access to Lake Fayetteville to defray the City's operational costs. There is no lake access fee requirement for Lake Wilson, Lake Sequoyah or other park areas containing fishable waters.

(C) *Boat Docking.* Boat docking shall be permitted at Lake Fayetteville on a space available basis and the Mayor shall establish fees to be charged for boat docking to defray the City's operational costs.

(D) *Fishing.* All fishing shall be done only from the bank, designated docks or boat. No wading, swimming, paddle boards or belly boats shall be permitted in all city lakes. Arkansas Game and Fish regulations shall control the number and size of fish which may be caught; however, the city may establish more restrictive limitations if necessary to manage the fish population. All persons fishing at Lake Fayetteville should check with the boat dock operator before fishing. It shall be unlawful for any person fishing to use trot lines, limb lines, cast nets, yo-yos or jug fishing.

(E) *Boating.* Payment of a lake access fee is required for all boating activities on Lake Fayetteville. All boats must be docked or removed from the lake at closing time. No boats except those used by City employees or other individuals authorized by the City will be docked at any other location on the lake. Boating may be closed to the public by the city during a special event that includes swimming.

(F) *Place of Entry.* All persons boating at Lake Fayetteville shall enter the lake only through the entrance at the lake office. Persons entering the lake property from any other location shall be considered trespassing and subject to prosecution. All persons boating at Lake Sequoyah and Lake Wilson shall enter the lake only at the boat ramp.

(G) *Use of Motors on Boats.*

(1) In the event that motors are used on boats, the boats shall be operated in such a manner that they will not endanger other boats or the occupants thereof. All city lakes are no wake lakes. Speeding and boat racing are not permitted and each outboard motor operator is cautioned to operate in a safe and cautious manner. Failure to abide by this requirement will cause loss of boating access. The dock operator shall revoke the boating access of any boat which in his or her judgment is unsafe, overloaded, or operated in a careless manner.

(2) No boats shall be permitted within 500 feet of the spillway of any lake.

(3) No houseboats, paddle boards, water skiing, or jet skis are permitted.

(4) All state laws governing boats must be complied with before using a boat on any city lake.

(5) The city will not be responsible for any damage to or theft of boats, motors, or equipment.

(H) *Picnicking or Other Recreational Activities.* Picnicking is permitted on any part of Lake Fayetteville, Lake Sequoyah, or Lake Wilson or land surrounding said lakes, except within restricted nature areas, which are

controlled by the city. No lake access fees shall be required for picnicking or other recreational activities at Lake Fayetteville.

(I) *Committing Nuisances.* No person shall commit any nuisance while on Lake Fayetteville, Lake Sequoyah, and Lake Wilson or any of the land surrounding the lakes belonging to the city, nor shall any trash or other materials be thrown into the lakes or left about the shoreline or on the premises of any lake.

(J) *Fishing and Boating Prohibited Near Intake Tower.* No one shall climb upon, enter, or fish from the intake towers of the lakes.

(K) *Fishing on Stream Below Dam.* State laws governing fishing below dams shall be applicable on city property. Payment of the applicable lake access fee shall be required to fish in the stream on city property below the dam at Lake Fayetteville.

(L) *Firearms and Hunting.* Except as otherwise provided in Section 97.066 of this chapter, no firearms, hunting or trapping will be permitted on city owned property at any time.

(M) *Revoking Access.* The city shall have the right to revoke the access of any person if it is determined that the person willfully violated any of the provisions of this section. When access is revoked, there will be no refunds.

SUMMARY of ORDINANCE AMENDMENT

- Changing language to allow Marina Office to have more flexible hours of operation. Lake access will remain the same

- Removing Fees from ordinance to streamline future adjustments.

- Transitioning to lake access fees

97.070 Recreational Activities At Lakes Fayetteville, Sequoyah And Wilson

(A) *Hours.* Lake Fayetteville, Lake Sequoyah, and Lake Wilson shall be open to the general public throughout the year from sunrise to sunset daily and shall be closed each day from sunset to sunrise; provided:

(1) Lake Fayetteville shall be closed on Thanksgiving Day and from sunset on December 23rd through January 14th and such other times as determined by the Mayor or the Mayor's designee.

(2) Lake Fayetteville Marina Office shall operate with limited or flexible hours based on weather conditions and public demand. Hours of operation will be posted at the facility and online when applicable.

(32) The Director is authorized to extend the operating hours of a lake when reasonable and necessary to accommodate a tournament, special event, or seasonal weather conditions.

(B) Lake Access Fees~~*Permits for Fishing and Boating*~~. Lake access fees will be established by the Mayor for access to ~~Fishing and boating permits are required for~~ Lake Fayetteville to defray the City's operational costs. There is no lake access fee~~permit~~ requirement for Lake Wilson, Lake Sequoyah or other park areas containing fishable waters.

~~(1) *Permits.*~~

~~(a) Annual boating and fishing permit (age sixty-five (65) and older and veterans)$40.00~~

~~(b) Annual boating and fishing permit (sixteen (16)—sixty-four (64))$50.00~~

~~(c) Daily boating and fishing permit (sixty-five (65) and older and veterans)$5.00~~

~~(d) Daily boating and fishing permit (sixteen (16)—sixty-four (64))$6.00~~

~~(e) Annual fishing/use permit (sixty-five (65) and older and veterans)$20.00~~

~~(f) Annual fishing/use permit (sixteen (16)—sixty-four (64))$30.00~~

~~(g) Daily fishing/use permit (sixty-five (65) and older and veterans)$2.00~~

~~(h) Daily fishing/use permit (sixteen (16)—sixty-four (64))$3.00~~

~~(i) Daily fishing/use permit (under sixteen (16) with permitted adult)Free~~

~~(j) Daily non-motorized boating (canoes, inflatables, kayaks, paddle boats and sailboats)$3.00~~

~~(k) Annual non-motorized boating (per patron, nontransferable)$20.00~~

~~(2) *Miscellaneous.*~~

~~(a) Each person sixteen (16) years of age or older is required to purchase a fishing/use permit for fishing on the lake or any stream within the city-owned lake property at Lake Fayetteville.~~

~~(b) There will be two (2) free fishing weekends each year where city fishing/use permits will not be required. One (1) weekend will coincide with the Arkansas Game and Fish free fishing weekend. The Director will designate the second weekend annually.~~

~~(c) A boating permit applies to the boat rather than the occupants thereof; however, all occupants of a boat, sixteen (16) years of age or older must purchase a fishing/use permit. Daily permits are valid only for use on the date of purchase.~~

~~(d) Juveniles and their supervisors shall be exempt from the boating and fishing permit fee if they are part of Washington County government rehabilitation program approved by the Director for the location, date and time of lake access.~~

(C) *Boat Docking.* Boat docking shall be permitted at Lake Fayetteville on a space available basis and the Mayor shall establish fees to be charged for boat docking to defray the City's operational costs. ~~to season boating and fishing permit holders for the following per-boat annual fees:~~

~~(1) City resident$250.00~~

~~(2) Non-resident$325.00~~

(D) *Fishing.* All fishing shall be done only from the bank, designated docks or boat. No wading, swimming, paddle boards or belly boats shall be permitted in all city lakes. Arkansas Game and Fish regulations shall control the number and size of fish which may be caught; however, the city may establish more restrictive ~~provide additional~~ limitations necessary to manage the fish population. All persons fishing at Lake Fayetteville should check with the boat dock operator before fishing. It shall be unlawful for any person fishing to use trot lines, limb lines, cast nets, yo-yos or jug fishing.

(E) *Boating.* Payment of a lake access fee is required for all boating activities~~A boating permit for each boat must be purchased before its use~~ on Lake Fayetteville. All boats must be docked or removed from the lake at closing time. No boats except those used by City~~lake~~ employees or other individuals authorized by the City~~the Environmental Study Center~~ will be docked at any other location on the lake. Boating may be closed to the public by the city during a special event that includes swimming.

(F) *Place of Entry.* All persons boating at Lake Fayetteville shall enter the lake only through the entrance at the lake office. Persons entering the lake property from any other location shall be considered trespassing and subject to prosecution. All persons boating at Lake Sequoyah and Lake Wilson shall enter the lake only at the boat ramp.

(G) *Use of Motors on Boats.*

(1) In the event that motors are used on boats, the boats shall be operated in such a manner that they will not endanger other boats or the occupants thereof. All city lakes are no wake lakes. Speeding and boat racing are not permitted and each outboard motor operator is cautioned to operate ~~his motor~~ in a safe and cautious manner. Failure to abide by this requirement will cause loss of boating access~~permit~~. The dock operator shall revoke the boating access ~~permit~~ of any boat which in his or her judgment is unsafe, overloaded, or operated in a careless manner.

(2) No boats shall be permitted within 500 feet of the spillway of any lake.

(3) No houseboats, paddle boards, water skiing, or jet skis are permitted.

(4) All state laws governing boats must be complied with before using a boat on any city lake.

(5) The city will not be responsible for any damage to or theft of boats, motors, or equipment.

(H) *Picnicking or Other Recreational Activities.* Picnicking is permitted on any part of Lake Fayetteville, Lake Sequoyah, or Lake Wilson or land surrounding said lakes, except within restricted nature areas, which are controlled by the city. No lake access fees shall be required for picnicking or other recreational activities at Lake Fayetteville.

(I) *Committing Nuisances.* No person shall commit any nuisance while on Lake Fayetteville, Lake Sequoyah, and Lake Wilson or any of the land surrounding the lakes belonging to the city, nor shall any trash or other materials be thrown into the lakes or left about the shoreline or on the premises of any lake.

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(K) *Fishing on Stream Below Dam.* State laws governing fishing below dams shall be applicable on city property. Payment of the applicable lake access fee shall be ~~Fishing permits are~~ required to fish in the stream on city property below the dam at Lake Fayetteville.

(L) *Firearms and Hunting.* Except as otherwise provided in Section 97.066 of this chapter, no firearms, hunting or trapping will be permitted on city owned property at any time.

(M) *Revoking Access~~Permits~~.* The city shall have the right to revoke the access of any person ~~any permit issued under this section~~ if it is determined that the person~~permittee~~ willfully violated any of the provisions of this section. When access ~~a permit~~ is revoked, there will be no refunds.

(Code 1965, §13-12; Ord. No. 2274, 9-7-76; Ord. No. 2903, 3-1-83; Ord. No. 3164, 1-21-86; Ord. No. 3203, 8-5-86; Ord. No. 3437, 7-5-89; Ord. No. 3533, 2-19-91; Ord. No. 4168, 6-1-99; Code 1991, §97.070; Ord. No. 4707, 06-07-05; Ord. No. 4811, 12-20-05; Ord. No. 5139, 5-6-08; Ord. No. 5229, 3-17-09; Ord. No. 5285, 11-17-09; Ord. No. 5596, 07-02-13; Ord. No. 5828, §1(Exh. A), 12-15-15; Ord. No. 6597, §1(Exh. A), 9-6-22; Ord. No. 6701, §1(Exh. A), 11-7-23)

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2011

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Marlee Stark, Chief Housing Officer

SUBJECT: **2026 National League of Cities SCEI Implementation Grant Application**

RECOMMENDATION:
Staff request approval to apply for a $60,000 implementation grant from the National League of Cities (NLC) to pilot a housing preservation-focused workforce development program.

BACKGROUND:
In April 2025, the City's Economic Development Department secured a $15,000 planning grant from NLC to participate in its Southern Cities Economic Initiative (SCEI). The funded project aimed to generate community-driven housing solutions for municipal implementation. The City is now eligible to apply for up to $60,000 in implementation funding.

DISCUSSION:
In partnership with Circles NWA, staff hosted the Housing Co-Create, a two-day public workshop and housing pitch competition. A panel of judges including City staff, asset-limited, income-constrained, employed (ALICE) residents, and local housing industry experts awarded the 1st place prize to the Development^2 pitch, which proposes

- Cataloguing and reactivating vacant properties to preserve affordable housing
- Creating a workforce development program focused on increasing the pipeline of residents in construction, preservation, or residential development careers

Staff from the Housing and Community Services Department as well as the Long Range Planning division would collaborate to identify strategic community partners and launch a pilot program for the Development^2 model. While the implementation period would begin in January 2026, the City would have until November 2027 to supply the full required local match.

BUDGET/STAFF IMPACT:
NLC requires participating municipalities to secure a 1:1 local match (cash or in-kind support) equal to 100% of the implementation grant award.

ATTACHMENTS: 3. Staff Review Form, 4. NLC Implementation Grant Narrative, 5. Budget - NLC Implementation Grant Application, 6. Development Squared Resident Pitch Presentation

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

File #: 2025-2011

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR AN IMPLEMENTATION GRANT FROM THE NATIONAL LEAGUE OF CITIES IN THE AMOUNT OF $60,000.00 TO PILOT A HOUSING PRESERVATION-FOCUSED WORKFORCE DEVELOPMENT PROGRAM

WHEREAS, on May 6, 2025, the City Council authorized the acceptance of a Southern Cities Economic Initiative Planning Grant in the amount of $15,000.00 to participate in the Southern Cities Economic Initiative that aimed to generate community-driven housing solutions for municipal implementation, making the City eligible to apply for up to $60,000.00 in implementation funding; and

WHEREAS, in partnership with Circles NWA, staff hosted the Housing Co-Create, a two-day public workshop and housing pitch competition where a panel of judges including City staff; asset-limited, income-constrained, employed residents; and local housing industry experts awarded a 1st place prize to the Development2 pitch; and

WHEREAS, the Development^2 pitch proposed cataloging and reactivating vacant properties to preserve affordable housing, and creating a workforce development program focused on increasing the pipeline of residents in construction, preservation, or residential development careers; and

WHEREAS, staff from the Housing and Community Services Department along with the Long-Range Planning Division will collaborate to identify strategic community partners to launch a pilot program for the Development^2 model to begin in January 2026.

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 submit an application for an implementation grant from the National League of Cities in the amount of $60,000.00 to pilot a housing preservation-focused workforce development program.

City of Fayetteville Staff Review Form

2025-2011

Item ID

10/21/2025

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

Marlee Stark	10/2/2025	COMMUNITY RESOURCES (642)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff request approval to apply for a $60,000 implementationgrant from the National League of Cities (NLC) to pilot a housing preservation-focused workforce development program

Budget Impact:

TBD	General
Account Number	Fund
TBD	NLC SCEI Implementation Grant
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:

Note: As a continuation of participation in the planning grant phase of the National League of Cities Southern Cities Economic Initiative (NLC SCEI), participants were required to submit a business plan utilizing NLC's template. Grant narrative prompts and responses have been extracted below for ease of reading.

Executive Summary (/500 words)

Provide a concise summary of your project's key components. Include a concise outline of your primary goals–what the project aims to accomplish and why it matters for your city.

The City of Fayetteville is requesting $60,000 in Southern Cities Economic Inclusion (SCEI) implementation grant funding and continued participation in the National League of Cities (NLOC) SCEI cohort to create a housing preservation-focused workforce development program that aims to provide residents with sustainable career opportunities while activating vacant residential properties. This proposal draws on one of the community-driven housing solutions pitched by residents during the Housing Co-Create, which was made possible by a $15,000 SCEI planning grant. The Development^2 pilot program will ensure that residents can play an active role in building our community's future alongside their own, regardless of background, income, or phase of life. Ensuring Fayetteville has a robust supply of workers trained in construction, preservation, and development trades is critical to closing the City's affordable housing gaps and promoting housing choice.

City staff from the Department of Housing and Community Services and the Long Range Planning division will collaborate on this pilot program in three key phases:

1. Map target areas in Fayetteville with higher incidences of vacant residential properties and identify priority properties for strategic reactivation
2. Identify existing or cultivate new partnerships with regional training providers to development curriculum focused on housing preservation, renovation, and construction
3. Pilot a workforce development program for residents to gain experience in renovating existing homes to preserve affordable housing

Deploying Circles NWA's Innovative Poverty Solutions model during the planning phase to convene, educate, inspire, and empower residents to propose common sense housing solutions through the Housing Co-Create event was a foundational opportunity to encourage a whole-of-community approach to the City's housing work. Similarly, the Development^2 pilot program will provide a replicable model for advancing joint housing and workforce development goals that honor Fayetteville's character while realizing a future defined by shared prosperity.

Introduction

A strong project name should be clear and concise and reflect the initiative's core focus, making it easily recognizable and meaningful to all stakeholders. Summarize your project purpose in

one to three sentences. Focus on the need the project addresses (the why), explain what the project will do to meet that need (the what), and conclude with the intended benefit or outcome (the impact).

Project Name: Development^2: Building Fayetteville's Future

Project Purpose: Building on resident-driven solutions identified during the City's Housing Co-Create workshop, the proposed project will pilot the winning resident pitch, Development^2. This pilot program will support the City's efforts to preserve existing affordable housing, reactivate underutilized properties, and grow Fayetteville's construction workforce. Implementing a community-generated solution that addresses workforce and housing needs will provide the City with a replicable model for municipal action that leverages expertise from staff, community organizations, and residents' lived experiences.

SMART Goal Statement

Clearly articulate the project's SMART goals–those that are specific, measurable, achievable, realistic, and time-bound–to define success and guide implementation.

By the end of 2027, the City of Fayetteville will work with trusted community partners to launch a pilot workforce development program aimed at strengthening the local construction and residential development workforce as well as reactivating vacant homes.

Simultaneously, the City will continue to work with Fayetteville residents and community-based organizations to identify other community-generated housing solutions that:

1. Proactively address the needs of Fayetteville's target resident populations who are most critically impacted by rising housing cost burdens and housing access challenges
    a. At-risk or chronically unhoused individuals and families
    b. Low- and moderate-income households, including Fayetteville's asset-limited, income-constrained, employed (ALICE) population
    c. Renters
    d. Senior residents
2. Cultivate new or strengthen existing cross-sector partnerships in Fayetteville's local and regional housing ecosystem
3. Create ongoing opportunities for meaningful, accessible civic engagement

Success will be defined by increased resident participation in City-driven housing work, creating a predictable feedback loop for integrating lived experience in municipal housing strategy.

SWOT Analysis

Clearly assess your strategy's strengths (internal, positive), weaknesses (internal, negative), opportunities (external, positive), and threats (external, negative). Consider internal and external factors such as community demographics, organizational capacity, leadership, and strategic partnerships.

Strengths. The City has invested in its internal housing capacity with the introduction of the Chief Housing Officer role, providing central coordination for an issue that requires cross-divisional collaboration. The proposed strategy will be implemented by a department with a dual mandate (housing and community services), positioning it to lead innovative work at the intersection of housing and workforce development. The Chief Housing Officer and the Long Range Planning team have previously collaborated on housing-related analysis and policy changes.

Weaknesses. The Chief Housing Officer is in the process of reviewing action items from the Economic Vitality Plan related to workforce development and housing and will identify opportunities to realign this work in the context of the Department of Housing and Community Services.

Opportunities. This strategy will require cultivation of partnerships with training providers, the local development community, and community-based organizations to ensure target resident populations can benefit from the Development^2 model. The team can draw on multiple construction workforce development programs supported by local or regional government (e.g., Syracuse Build, Kentuckiana Builds, CityBuild).

Threats. While skilled trades-focused workforce development programs generally continue to receive state and federal support, there is ongoing uncertainty about longer term funding to support workforce initiatives.

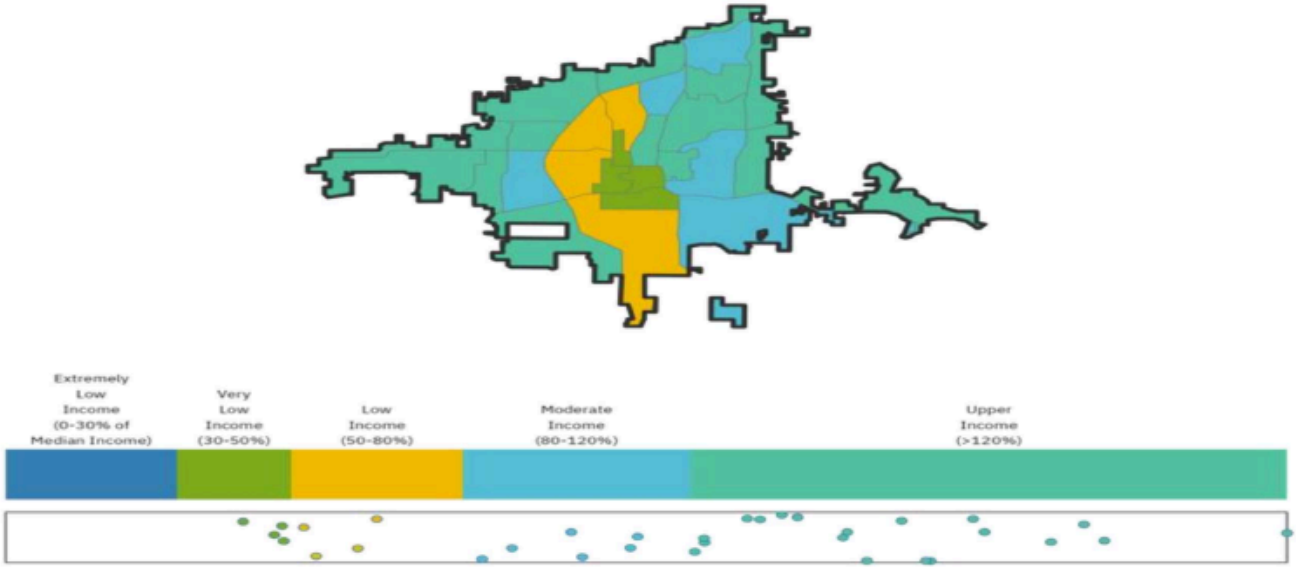
Background

Define the specific problem, challenge, or unmet need that your economic inclusion strategy seeks to address. Explain why this issue is critical to the well-being and long-term prosperity of your community. Whenever possible, support your description with relevant data to highlight the scope and urgency of the problem. Identify the specific group(s) of residents, communities, or businesses your project is designed to support. Explain why this population has been prioritized and how the project will address their unique needs and barriers to economic inclusion.

Problem Statement. While Fayetteville and Northwest Arkansas have experienced remarkable population and economic growth over the past two decades, ongoing analysis of housing and income data as well as conversations within our community underscore that the benefits of this growth are not always equally experienced. With housing as one of the largest expenditures in most household budgets, accessibility challenges in our community present in terms of generally closing our production gaps as well as expanding housing

choice for residents across phases of life and income ranges. Median household income has not kept pace with median home values and rents, leaving 42% of households cost-burdened in 2023. As noted in the City's data profile provided by the Federal Reserve Bank of Atlanta, there are sub-city geographic variations in household income that further demonstrate the need for units affordable below 80% AMI and can provide guidance on where the City may anticipate increasing displacement pressure of existing residents who are vital to our local economy and cultural fabric. Clusters of households at the threshold between very low-income and low-income likewise suggest there are opportunities to boost income trajectories by connecting residents to new career pathways.

Figure 1. Tract-Level Median Household Income as a Percentage of Area Median Income (2023)

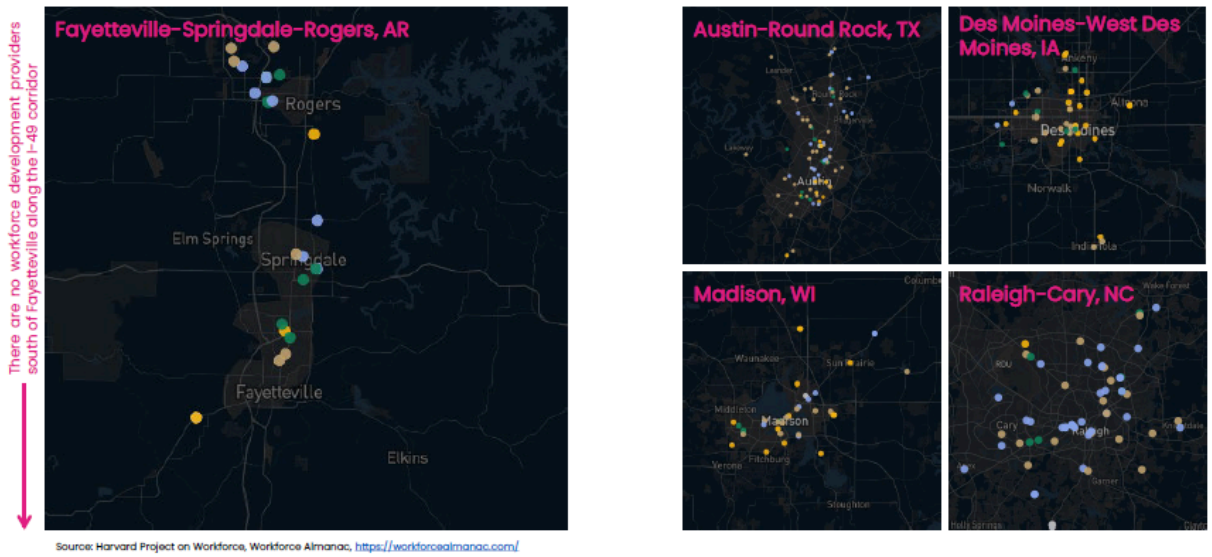


Source: Federal Reserve Bank of Atlanta, Community and Economic Development Department, 2023 5-Year ACS estimates

The first two releases of our citywide housing needs assessment and the City's Economic Vitality Plan have underscored the need to invest in efforts that increase household incomes, preserve existing affordable housing stock, and mainstream the inclusion of mixed-income housing choice in new development.

Relative to its peer regions, Northwest Arkansas has fewer and less spatially distributed workforce development programs. Peer regions benefit from offering registered apprenticeship programs, providing access to a variety of certificate programs and technical schools, and focusing on in-demand industries like skilled trades and infrastructure.

Figure 2. Comparison of Workforce Development Programs in Peer Regions



Job skills training programs are a key tool to advance shared economic prosperity, and the City aims to lead in creating opportunities for its residents at the intersection of the community's housing and workforce development needs. With the Development[2] program, we aim to create a sustainable model for placing more residents in construction career pathways that can be utilized to preserve and produce local housing.

Target Population. The Fayetteville-Springdale-Rogers MSA had 19,729 construction and extraction jobs in 2021 with about 11.8% of those jobs located in Fayetteville. The city's construction workforce is notably less diverse in terms of race and sex than the entire MSA (respectively, 66% and 43.7% of these workers were white males). Three percent of Fayetteville's construction workforce was female, all of whom were white, positioning us well below the national average of 11%.

The Development[2] project provides an opportunity to centralize and identify gaps in available training resources that meet the needs of low- and moderate-income individuals. Preliminary conversations with the pitch competition team and community organization leaders have also identified this project as an opportunity to provide a stable career pathway for at-risk or chronically unhoused residents, utilizing the City's Pick Me Up program (a bridge-to-work opportunity that has employed over 130 unhoused residents to maintain City trails and outdoor spaces) as a baseline proof of concept.

Economic Inclusion Approach

Solution

The City's Housing and Community Services Department will collaborate with the Long Range Planning division to 1) map target areas in Fayetteville with higher incidences of vacant residential properties, 2) identify existing or cultivate new partnerships with regional

training providers to develop renovation-specific curriculum, and 3) pilot a workforce development program for residents to gain experience in renovating existing homes to preserve affordable housing.

The proposed sequence allows City staff to use a data-informed approach to scoping a housing challenge identified by residents (vacant homes) while advancing municipal efforts to preserve Fayetteville's existing affordable housing stock and increase median household incomes. In the words of the team who pitched this idea, Development^2 can support the "restoration of our neighbors and neighborhoods to create a more beautiful and flourishing Fayetteville for all."

Policy and Systems Change Plan

As we entered the planning phase, our primary objective was to increase local capacity to co-develop community-led solutions to improve housing affordability as a driving quality-of-life factor. While developing the Housing Co-Create workshop, the team viewed this work as an opportunity to increase public trust in local government's ability to address the regional housing crisis by experimenting with new methods for meaningful, accessible engagement with residents outside of traditional formats. Applying Circles NWA's Innovative Poverty Solutions model to the City's community engagement around an issue as complex as housing has provided a critical feedback loop to translate lived experience into local policy leadership.

Alignment with City's Strategic Plan

As outlined in the City's 2024 Economic Vitality Plan, our highest economic vitality priority is raising median household income for Fayetteville's residents with an emphasis on supporting targeted policies and programs that build financial and social capital for residents of color, women, and families. The proposed project also aligns with our commitment to investing in strategies that increase the number of residents working in high-wage, high-skill, and high-demand (H3) careers like construction and infrastructure, which is one of the City's ten target industry sectors. The Economic Vitality Plan, City Plan 2040, and the annual housing assessment have outlined an overarching housing-related goal to reduce housing cost burdens for residents making under 120% of Fayetteville's AMI while prioritizing direct municipal intervention to create, maintain, or mitigate barriers to accessing housing units affordable at or below 80% AMI.

By addressing housing and workforce needs, the proposed project aligns with the City's vision to grow with purpose. We build for tomorrow, protect what matters, and keep quality of life at the heart of every decision.

Annie E. Casey Foundation Assessment Tool

The economic inclusion inventory tool has precipitated meaningful internal conversations about strategies to advance our community's housing goals. The City can play an important role in encouraging voluntary participation in best practice solutions (e.g., a good landlord

program, incentivizing mixed-income housing on City-owned land), and the Chief Housing Officer is using the tool to identify new housing efforts (e.g., eviction prevention resources). More narrowly, the inventory tool was also helpful in how we framed our Housing Co-Create workshop, which had a dedicated evening of panels with local experts to elucidate the extent to which state law can limit local interventions that may seem common-sense to residents.

Stakeholders

Internal Team

Previously on staff in the City's Economic Development Department, Marlee Stark was appointed by Mayor Molly Rawn as the City's first Chief Housing Officer in September 2025. In this role, she also serves as the director of the City's Housing and Community Services Department (previously known as Community Resources). Marlee is responsible for crafting the City's housing policy agenda and goals, aligning municipal programs with the Rawn Administration's housing vision and expanding community services to better support our growing community's needs. With a background in infrastructure workforce development research, Marlee will steer the day-to-day program development of the Development^2 pilot, including identification of local training and supportive services providers. Mayor Rawn has directed this department to take an increased housing focus, so it is possible that one of the Department's existing project coordinators will also shift into supporting this work in 2026.

Britin Bostick leads the City's Long Range Planning division and will support preliminary identification of vacant properties for the pilot, coordinating with the Development Services Department and other teams critical to data collection like GIS. With a wealth of local planning knowledge and a strong understanding of the local development community's needs, Britin has been a key driver behind multiple large-scale planning efforts to close the City's housing production gaps and promote housing choice (71B Corridor rezoning, targeted UDC revisions, annual housing assessment).

Internal City Team			
Name	**Title**	**Department**	**Role**
Marlee Stark	Chief Housing Officer	Housing and Community Services	Policy and program manager
Britin Bostick	Long Range Planning/Special Projects Manager	Development Services	Technical advisory and vacant property identification

External Team

Building on the success of the first Housing Co-Create model, Circles NWA will continue to lead efforts to facilitate future Co-Create events to provide the City with ongoing feedback about the community's housing priorities and ideas for resident-driven solutions.

Given the timing of the Housing Co-Create in early September, City staff are in the process of establishing additional external partners for the Development[2] pilot program, and we are encouraged by the level of enthusiasm this idea received during the community pitch from a mix of residents, local leaders, developers, and community organizations. Initial conversations with other local and regional stakeholders have indicated there may be potential for the program to integrate with efforts to support small-scale developers or historic preservation.

External Partners			
Name	**Title**	**Organization**	**Role**
Christina Williams	Founder + Executive Director	Circles NWA	Executive leadership and advocacy for ALICE residents in Northwest Arkansas
Ana Hurley	Director of Advocacy	Circles NWA	Co-Create program management

Organizational Structure

City staff, Circles NWA, and other community partners will continue to convene regular planning meetings to discuss and direct progress on the pilot program as well as the advancement of other resident pitches (e.g., strengthening landlord-tenant relationships). While Circles NWA is the creator and owner of the Co-Create/Innovative Poverty Solutions model, City staff look forward to continued collaboration to ensure the City serves the ALICE community and other resident populations most vulnerable to Fayetteville's housing challenges.

Role of City Leadership

As the Mayor continues to direct City staff to propose new ideas related to the City's housing work, we are eager to continue to draw on the SCEI resources as well as NLC's wealth of research to identify best practices used in other mid-size or southern cities. The Chief Housing Officer will be responsible for managing the direction of the Development[2] pilot, a critical tool for advancing the City's affordable housing preservation goals. Her work will continue to be informed by the Economic Vitality Plan and a holistic vision for economic growth.

Outreach, Engagement, and Promotion Plan

Provide an overview of the key goal(s) in outreach, engagement of target populations and of the overall community to secure buy-in and support and share successes, and project promotion, including through earned or paid media and/or involvement of elected officials and/or other city leaders.

Outreach, Engagement, and Promotion Goals

The City's outreach and engagement strategy for the Development[2] pilot program is guided by two core goals:

1. Ensuring equitable access to residents entering into career pathways that advance housing preservation and construction
2. Demonstrating the role strategic community partnerships can play in protecting Fayetteville's existing housing stock

Target Population Outreach

The project's target population includes residents who are underemployed, unemployed, or seeking to gain new skills to enter a locally in-demand career pathway. Continuous engagement will occur through direct outreach in neighborhoods with higher concentrations of vacant properties, partnerships with community-based organizations, and collaboration with local workforce training providers. Recruitment will be supported by data from the City's housing vacancy analysis and strategic outreach to residents through City-owned communications channels as well as existing nonprofit partners trusted by target resident populations. These outreach efforts will align housing rehabilitation priorities and resident employment opportunities. Local partnerships with property owners, training providers, the development community, and supportive services providers will be central to sustaining outreach strategies and maximizing benefit for the community.

Incentives

The City would like to provide stipends for residents who complete training to eliminate a barrier to participation for individuals looking to transition into housing preservation, construction, or residential development. We also aim to publicly highlight program partners who participate in the pilot, underscoring the power of cross-sector participation to address Fayetteville's housing challenges.

From Vision to Results: Outcomes & Evaluation

As part of developing a strong business plan, cities are encouraged to identify key performance indicators (KPIs) that align with their initiative's goals and intended outcomes. What short-term outcomes–at both the program and population levels–are you aiming to achieve within the next 6 to 12 months? Please also describe any early indicator you plan to track to evaluate the initial impact of your initiative. What are the expected longer-term program and population-level impacts of your initiative (2-5 years or longer)? Please describe the data-informed approach you will use to evaluate the success of your strategy. Outline the strategies and mechanisms established to ensure your team stays on track and achieves defined project goals.

Expected Outcomes/Impact

The City of Fayetteville is committed to achieving measurable outcomes that reflect both short-term pilot program progress and long-term community impact. In the first 12 months, the City aims to meet the following program-level outcomes:

- Identify and catalogue vacant properties with potential for renovation

- Formalize partnerships with local training providers and industry stakeholders
- Develop a training program and curriculum focused on housing preservation
- Execute a targeted outreach campaign in neighborhoods with lower median household incomes and higher incidences of vacant properties

At the population level, short-term outcomes will include increased awareness of training resources and preliminary buy-in of property owners and members of the development community who are interested in partnering with the City for housing preservation or rehabilitation work. Early indicators will include partnership formation and applicant interest in the program. Identification of potential barriers to full participation in the program should also be assessed.

Longer-term impacts will likely be dependent upon the willingness of vacant property owners to voluntarily participate in the program. After completing the assessment of vacant property concentrations in Fayetteville, City staff will remain flexible to explore alternative projects for workforce program participants to gain hands-on experience in local construction and development work.

Monitoring and Evaluation

The City will utilize a data-informed evaluation approach that combines quantitative and qualitative measures to track progress and guide decision-making. The Development^2 pilot program will require KPIs for both the housing preservation and workforce development elements of the program. These KPIs include:

- Number of residents enrolled in the workforce development program
- Percentage of residents enrolled/completing program who identify as one of the program's target resident populations
- Percentage of program participants who complete the program
- Average increase in income after completing the program (longer-term KPI)
- Number of housing units preserved

City staff will continue to utilize the annual housing assessment as an opportunity to set short- and long-term housing goals, putting the results of the pilot program in conversation with our core housing indicators associated with housing cost burden levels, available housing stock, and imputed housing demand. Participant demographic data will be collected at the start of program enrollment, and participant surveys can be used to track ongoing program benefits. Mid-course evaluations will allow for adjustments in outreach, curriculum, and resource allocation, and the City is eager to continue working with the NLC team and other strategic partners to strengthen its capacity for program evaluation.

Evaluation findings will be summarized in quarterly reports and shared with project stakeholders in addition to the NLC team. Pilot program progress will likewise be reported to City Council on an annual basis through the Department of Housing and Community

Services to ensure local investment in the program advances the City's housing and workforce goals.

Sustainability and Long-Term Impact
Outline your long-term plan for sustaining your economic inclusion strategy. How will your strategy be sustained after the conclusion of the SCEI initiative? What additional funding sources will you pursue during and after the initiative to ensure continued support? What systemic, policy or programmatic changes within local government or the community will be implemented or advocated to promote long-term sustainability? How will you capture and share lessons learned from your project to support broader regional collaboration and encourage economic inclusion in other cities or communities?

The City of Fayetteville is committed to ensuring that this pilot program, which sits at the intersection of our community's housing and employment needs, extends beyond the timeframe of the SCEI implementation grant. Our long-term strategy for program sustainability is grounded in three interconnected priorities: institutionalizing the program within local government and community systems, securing diverse and durable funding streams, and leveraging lessons learned to influence broader practices across the region.

The City is encouraged by the existence of multiple local and regional models for construction workforce development (e.g., Syracuse Build, KentuckianaBuilds), and we aim for the results of this pilot program to demonstrate similar potential in southern states. Our recent transition from the Community Resources Department to the Housing and Community Services Department underscores our commitment to institutionalizing new and creative programs that respond to interconnected, evolving community needs. This program will be aligned with ongoing efforts to address underutilized housing stock, ensuring residents have opportunities to be directly involved in the City's housing and neighborhood preservation goals. By embedding the program in municipal housing work, we aim to create continuity that allows future cohorts of residents to be trained and deployed for maximum, durable community benefit. Building on promising participation of community organizations during the Housing Co-Create, City staff look forward to formalizing program commitments to ensure ongoing collaboration and reduce reliance on temporary grant funding.

To sustain the initiative, the City will explore multiple funding avenues. While the future of federal funding remains uncertain, City staff are prepared to pursue funding through the U.S. Department of Labor, the Arkansas Office of Skills Development, local philanthropic foundations, regional employers in construction and housing trades, and other key anchor institutions. As the City continues to develop its long-term housing strategy, diversified funding mechanisms will be critical to mitigate risk and strengthen long-term program viability.

By demonstrating the potential to couple housing preservation work with resident skill-building, the City will advocate for regional policies and investments that prioritize

intentional growth management and shared economic prosperity. The City aims to capture and disseminate lessons learned through pilot program evaluations, documenting resident outcomes and the impact on housing preservation goals. Findings will be shared with local stakeholders, the National League of Cities network, and peer municipalities in Northwest Arkansas. By sharing program models, outreach strategies, and evaluation tools, Fayetteville seeks to contribute to a broader regional movement to pursue place-based economic growth, keeping quality of life at the heart of the City's work. These lessons have the potential to serve as a replicable framework for similarly situated cities, ensuring the pilot generates impact beyond Fayetteville.

NLC's Southern Cities Economic Inclusion (SCEI) Initiative				
Proposed Budget Template				
Fayetteville	**Arkansas**		**10/2/25**	
IMPLEMENTATION GRANT PROPOSED BUDGET	**Planning Grant (up to $15,000)**	**IMPLEMENTATION GRANT PROPOSED BUDGET**		
	Actual $ Spent	**Implementation Budget ($30,000–$60,000)**	**Matching Funds (in-kind or monetary)**	**Total Project Cost**
1. PERSONNEL				
Salary	*$0*	*$0*	*$0*	*$0*
Fringe	*$0*	*$0*	*$0*	*$0*
Total Personnel Costs:	*$0*	*$0*	*$0*	*$0*
2. PROGRAM COSTS				
Office Equipment & Computers	*$0*	*$0*	*$0*	*$0*
Data Collection	*$0*	*$5,000*	*$3,000*	*$8,000*
Technology	*$0*	*$0*	*$0*	*$0*
Marketing & Outreach	*$158*	*$5,000*	*$0*	*$5,000*
Materials & Supplies	*$1,507*	*$15,000*	*$0*	*$15,000*
Printing & Postage	*$417*	*$2,000*	*$0*	*$2,000*
Travel (project related)	*$0*	*$0*	*$0*	*$0*
Travel (NLC convenings)	*$0*	*$0*	*$5,000*	*$5,000*
Training	*$6,000*	*$23,000*	*$40,000*	*$63,000*
Subcontract to Partner Organization	*$0*	*$10,000*	*$12,000*	*$22,000*
Consultant Fee	*$0*	*$0*	*$0*	*$0*
Food	*$2,968*	*$0*	*$0*	*$0*
Meeting costs	*$1,700*	*$0*	*$0*	*$0*
Conference Speakers & Facilitators	*$0*	*$0*	*$0*	*$0*
Other (please specify)	*$2,250*	*$0*	*$0*	*$0*
Iniatiative implementation costs (please specify)	*$0*	*$0*	*$0*	*$0*
OEV Contribution	*$0*	*$0*	*$0*	*$0*
Total Program Costs:	*$15,000*	*$60,000*	*$60,000*	*$120,000*
TOTAL ANTICIPATED EXPENSES	***$15,000***	***$60,000***	***$60,000***	***$120,000***

Budget Narrative

Briefly describe any major changes to your original planning grant (Column C)

Key adjustments to the budget included:
*Received free advertising through KUAF and Fayetteville Flyer
*Adjusted event format to be a larger event over two weekend days rather than original format of multiple shorter convenings
*Additional food required for two-day event
*Low-cost venue (Fayetteville Public Library) was unavailable on selected dates, so paid more for venue than anticipated
***Set prize money at lower, sustainable levels for future Co-Create events

Provide a brief description of major costs in your implementation grant request (column E)

Data collection: software or data management systems, evaluation support
Marketing and outreach: recruitment campaigns, community engagement, advertising
Materials and supplies: equipment, tools, or supplies for training labs or on-the-job learning
Printing and postage: flyers, mailings, or printed workshop materials
Travel: travel costs to attend in-person NLC convening
Training: curriculum development, instructor fees, certifications, participant stipends, on-site training costs
Subcontracting to partner organizations: worforce development partners to deliver specialized training; outreach and recruitment support; subrecipient agreements to community-based organizations for community engagement work on housing solutions identification

Development 2

Topic Here: Creative Use of Existing Spaces
Group Number: 2A

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

Problem Areas

- Existing, unoccupied residential and mixed-use properties
- Lack of workforce development opportunities
- Deficit of low- and middle-income housing
- Unhoused and ALICE community with a lack of development and housing opportunities

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

Solution

Using a workforce development program to identify and renovate existing vacant properties for the purpose of creating affordable housing opportunities for low-middle income families and individuals.

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

How it works

Big View

- Combining Workforce development and Affordable housing
- People building their own affordable housing
- Dealing with the blight of abandoned properties
- Helping property owners to recover the value of their homes

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

How it works

Steps Toward Implementation - Property

Property Identification and Classification

- Identify vacant properties in the City of Fayetteville
- Determine the reason for vacancy
- Create a ranking/rating system for properties
- Create Categories for the properties
- Establish a management plan for the property:
    - Determine if original owner will retain ownership or sell to a CLT
    - Obtain permission/rights for renovation and affordable housing
    - Commitment to providing affordable housing

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

How it works

Steps Toward Implementation - Workforce

Creating Workforce Development Program Aimed at Construction and Real Estate Industry

- Identify individuals in need of workforce development and affordable housing
- Partner with the City, local developers, schools, unions, and service providers to create a workforce development program
- Create Affordable housing options for those in the program
- Provide transitional living and supportive services for those participating

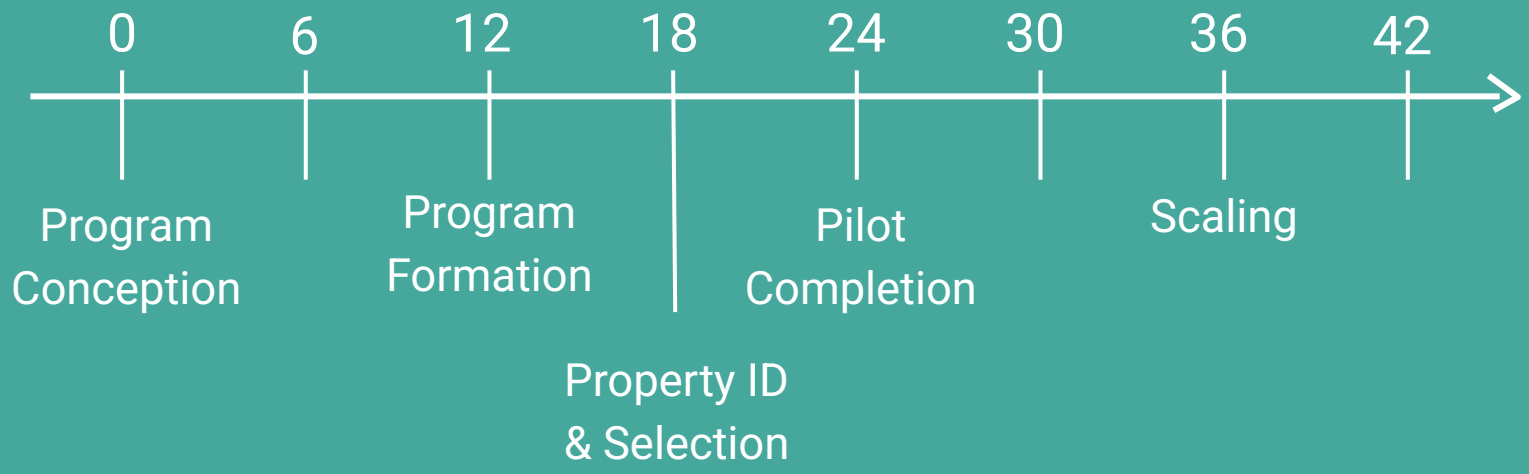
INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

How it works

Timeline (in Months)



INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

How it works

Necessary Resources

Financial

- Renovation Funding
- Staff Costs
- Workforce development
- Property Obtainment
- Grants
- Partnerships
- Specialty Loan Products with Local Lenders
- Investors
- Tax Incentives
- Fund Raising

Human

- Participants
- City Staff
- Outreach Specialist
- Education & Development
- Service Providers
- Social Workers
- Site Foreman & Construction Professionals
- Housing Specialists
- Mentors

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

Who it helps

This program is holistically helpful to the entire community:

-City of Fayetteville

-Original Property Owners

-Unhoused & ALICE Community

-Developer Community

-Neighborhoods impacted by blight of vacant properties

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

Anticipated Barriers

- Zoning & Code Enforcement
- Funding
- Property Owner and Community Buy-In
- Property Identification and Availability
- ADA Compliance

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

Why it matters

In Fayetteville we have the combined issue of multiple unoccupied homes and properties along with a growing population of individuals and families facing the experience (or threat) of being unhoused. This program takes the resources that are already existing (Human and Property) and combines them to seek a sustainable solution to providing affordable housing in conjunction with workforce development. The result is a **restoration** of our **neighbors** and **neighborhoods** to create a more beautiful and flourishing Fayetteville for ALL.

INNOVATIVE POVERTY SOLUTIONS

CITY OF FAYETTEVILLE ARKANSAS

CIRCLES NWA

Thank you!

CITY OF
FAYETTEVILLE
ARKANSAS

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2030

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Molly Rawn, Mayor

FROM: Steven Dotson, Chief Financial Officer

SUBJECT: **Special Election for the City to issue Sales and Use Tax Capital Improvement Bonds**

RECOMMENDATION:
Recommend City Council pass an ordinance calling and setting a date for a special election on the questions of the issuance by the City of Sales and Use Tax Capital Improvement Bonds for various specified purposes; levying a local sales and use tax at the rate of one percent (1.00%) for the purpose of retiring such bonds and prescribing other matters pertaining thereto.

BACKGROUND:
Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act") authorize the issuance of capital improvement bonds by municipalities, which bonds may be secured by the pledge of all of the receipts of the special citywide sales and use tax described in the Local Government Bond Act.

DISCUSSION:
The City has prior bonds that are secured by and payable from the receipts of a 1% special citywide sales and use tax that was previously levied under the authority of the Local Government Bond Act. The City has identified new critical capital improvement needs at this time. Additional revenues to finance these capital improvement needs can be obtained by restructuring the City's existing indebtedness secured by sales and use tax receipts through the refunding of the prior bonds, and through the issuance of new sales and use tax bonds.

BUDGET/STAFF IMPACT:
The City will use receipts from the continuation of a combined 1% citywide sales and use tax. This tax will be rededicated to refunding and payment of bond indebtedness.

ATTACHMENTS: 3. Staff Review Form, 4. Additional Information - Special Election for the City to Issue Sales and Use Tax Capital Improvement Bonds - Final

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

File #: 2025-2030

AN ORDINANCE CALLING AND SETTING A DATE FOR A SPECIAL ELECTION ON THE QUESTIONS OF THE ISSUANCE BY THE CITY OF SALES AND USE TAX CAPITAL IMPROVEMENT BONDS FOR VARIOUS SPECIFIED PURPOSES; LEVYING A LOCAL SALES AND USE TAX AT THE RATE OF ONE PERCENT (1.00%) FOR THE PURPOSE OF RETIRING SUCH BONDS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

WHEREAS, Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act") authorize the issuance of capital improvement bonds by municipalities, which bonds may be secured by the pledge of all of the receipts of the special citywide sales and use tax described in the Local Government Bond Act; and

WHEREAS, pursuant to Amendment 62 and the Local Government Bond Act, the City of Fayetteville, Arkansas (the "City") has previously issued and there will be outstanding, as of November 1, 2025, (i) its Sales and Use Tax Capital Improvement Bonds, Series 2022, in the aggregate principal amount of $42,660,000 (the "Series 2022 Bonds"), and (ii) its Sales and Use Tax Capital Improvement Bonds, Series 2024, in the aggregate principal amount of $15,000,000 (the "Series 2024 Bonds") (collectively, the "Prior Bonds"); and

WHEREAS, the Prior Bonds are secured by and payable from the receipts of a one percent (1.00%) special citywide sale and use tax previously levied under the authority of the Local Government Bond Act (the "Prior Tax"); and

WHEREAS, the City Council has determined that additional revenues can be obtained to finance critical capital improvement needs by restructuring the City's existing indebtedness secured by sales and use tax receipts through the refunding of the Prior Bonds; and

WHEREAS, if approved by the electors of the City, the City has determined to issue (i) its refunding bonds in principal amount not to exceed $40,000,000 for the purpose of refunding the Prior Bonds, (ii) its capital improvement bonds in principal amount not to exceed $150,500,000 for the purpose of financing all or a portion of the costs of certain water system repairs and rehabilitation and certain wastewater treatment plant rehabilitation and upgrades, (iii) its capital improvement bonds in principal amount not to exceed $25,500,000 for the purpose of financing all or a portion of the costs of certain regional park and other parks system improvements, (iv) its capital improvement bonds in principal amount not to exceed $18,100,000 for the purpose of financing all or a portion of the costs of an animal services facility, (v) its capital improvement bonds in principal amount not to exceed $3,800,000 for the purpose of financing all or a portion of the costs of certain trail system improvements, (vi) its capital

improvement bonds in principal amount not to exceed $56,000,000 for the purpose of financing all or a portion of the costs of certain street and other transportation-related improvements, (vii) its capital improvement bonds in principal amount not to exceed $1,050,000 for the purpose of financing all or a portion of the costs of a recycling drop-off facility and a household hazardous waste facility, (viii) its capital improvement bonds in principal amount not to exceed $61,900,000 for the purpose of financing all or a portion of the costs of a community aquatics/recreation center, and (ix) its capital improvement bonds in principal amount not to exceed $18,650,000 for the purpose of financing all or a portion of the costs of certain fire station and fire training facility construction and the acquisition of firefighting vehicles, equipment and apparatus (collectively, the "Bonds"), which Bonds are to be secured by a pledge of and lien upon all of the receipts of a one percent (1.00%) special citywide sales and use tax (the "Bond Tax"), which Bond Tax shall replace the existing one percent (1.00%) special citywide sales and use tax (the "Prior Tax") securing the Prior Bonds, all as authorized by Amendment 62 and the Local Government Bond Act; and

WHEREAS, the purpose of this Ordinance is to call a special election on the issuance of the Bonds by the City and for related purposes.

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

Section 1. That under the authority of Amendment 62 and the Local Government Bond Act and subject to approval by the electors of Question One and at least one of the other questions set forth in Section 4 below, there are hereby levied (i) a sales tax at the rate of one percent (1.00%) on the gross receipts from the sale at retail within the City of all items and services which are subject to taxation under the Arkansas Gross Receipts Act of 1941, as amended (Arkansas Code of 1987 Annotated §26-52-101 *et seq*.), and (ii) an excise (or use) tax at the rate of one percent (1.00%) on the storage, use, distribution or other consumption within the City of tangible personal property or taxable services subject to taxation under the Arkansas Compensating Tax Act of 1949, as amended (Arkansas Code of 1987 Annotated §26-53-101 *et seq*.), on the sale price of the property or, in the case of leases or rentals, on the lease or rental price (collectively, the "Bond Tax"). The Bond Tax shall be levied, and the net collections received after deduction of the administrative charges of the State of Arkansas and required rebates shall be utilized only for the payment of debt service on those Bonds approved by the voters. The Bond Tax shall be levied and collected only on the gross receipts, gross proceeds or sales price in the maximum amount allowed from time to time under Arkansas law, subject to rebates and limitation as required for certain "single transactions" as from time to time required under Arkansas law. The levy and collection of the Bond Tax shall commence on and as of such date as provided by Arkansas law, and shall cease upon retirement in full of those Bonds approved by the voters. Any collections of the Prior Tax received after the issuance of the refunding bonds described in Question One (or any other excess collections of the Prior Tax) shall be used to provide for the payment of debt service on those Bonds approved by the voters.

Section 2. That under the authority of Amendment 62 and the Local Government Bond Act and subject to approval by the electors of the City of Question One and at least one of the other questions set forth in Section 4 below, there are hereby authorized (1) the issuance of the City's refunding bonds in aggregate principal amount not to exceed $40,000,000 for the purpose of redeeming the outstanding Prior Bonds, as described in Question One under Section 4 below, (2) the issuance of the City's capital improvement

bonds in aggregate principal amount not to exceed $150,500,000 for the purpose of financing all or a portion of the costs of certain water system repairs and rehabilitation and certain wastewater treatment plant rehabilitation and upgrades, as described in Question Two under Section 4 below, (iii) the issuance of the City's capital improvement bonds in principal amount not to exceed $25,500,000 for the purpose of financing all or a portion of the costs of certain regional park and other parks system improvements, as described in Question Three under Section 4 below, (iv) the issuance of the City's capital improvement bonds in principal amount not to exceed $18,100,000 for the purpose of financing all or a portion of the costs of an animal services facility, as described in Question Four under Section 4 below, (v) the issuance of the City's capital improvement bonds in principal amount not to exceed $3,800,000 for the purpose of financing all or a portion of the costs of certain trail system improvements, as described in Question Five under Section 4 below, (vi) the issuance of the City's capital improvement bonds in principal amount not to exceed $56,000,000 for the purpose of financing all or a portion of the costs of certain street and other transportation-related improvements, as described in Question Six under Section 4 below, (vii) the issuance of the City's capital improvement bonds in principal amount not to exceed $1,050,000 for the purpose of financing all or a portion of the costs of a recycling drop-off facility and a household hazardous waste facility, as described in Question Seven under Section 4 below, (viii) the issuance of the City's capital improvement bonds in principal amount not to exceed $61,900,000 for the purpose of financing all or a portion of the costs of a community aquatics/recreation center, as described in Question Eight under Section 4 below, and (ix) the issuance of the City's capital improvement bonds in principal amount not to exceed $18,650,000 for the purpose of financing all or a portion of the costs of certain fire station and fire training facility construction and the acquisition of firefighting vehicles, equipment and apparatus, as described in Question Nine under Section 4 below. If approved by the electors of the City, the aforementioned refunding bonds and capital improvement bonds (collectively, the "Bonds") may be issued in one or more series from time to time in an aggregate principal amount not to exceed the respective principal amounts approved by the City's electors. Any Bonds so issued shall be secured by a pledge of and a lien upon all of the receipts of the Bond Tax, as authorized by the Local Government Bond Act.

Section 3. That there be, and there is hereby called, a special election to be held on Tuesday, March 3, 2026, at which election there shall be submitted to the electors of the City the questions of the issuance of the Bonds.

Section 4. That the questions shall be placed on the ballot for the special election in substantially the following forms:

SPECIAL ELECTION ON BOND ISSUANCE AND CITY SALES AND USE TAX LEVY

There is submitted to the qualified electors of the City of Fayetteville, Arkansas the questions of the issuance of the bonds described in Questions 1-9 set forth below. Upon approval of Question One and at least one of the other Questions set forth below, and upon the issuance of the Refunding Bonds (defined in Question One), the City's existing levy of a one percent (1.00%) special sales and use tax (the "Prior Tax") securing the Prior Bonds (defined in Question One) shall cease and such Prior Tax will be replaced by the levy of the one percent (1.00%) Bond Tax (defined in Questions One) under the authority of Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated. Such Bond Tax shall commence on and as of such date as provided by Arkansas law and shall cease upon retirement of all of the approved bonds. The bonds described below that are approved may be combined

into a single issue or may be issued in series from time to time and may be issued on a tax-exempt or taxable basis. The net collections of the Bond Tax remaining after the State of Arkansas deducts its administrative charges will be used solely to retire those bonds described below which are approved by the voters and obligations of the City with respect thereto. *Unless Question One and at least one of the other Questions set forth below are approved, none of the bonds described below will be issued, the Bond Tax will not be levied, and the Prior Tax will remain in place until payment in full of the Prior Bonds.*

Question One (1) – Refunding Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of refunding bonds in principal amount not to exceed $40,000,000 (the "Refunding Bonds") pursuant to Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act") for the purpose of refunding the City's outstanding (i) Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2019A, (ii) Sales and Use Tax Capital Improvement Bonds, Series 2022, and (iii) Sales and Use Tax Capital Improvement Bonds, Series 2024 (collectively, the "Prior Bonds"). If the issuance of the Refunding Bonds is approved, the Refunding Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Refunding Bonds in principal amount not to exceed $40,000,000……..…….☐

AGAINST the issuance of Refunding Bonds in principal amount not to exceed $40,000,000……..…….☐

Question Two (2) – Water/Wastewater System Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $150,500,000 (the "Water/Wastewater System Bonds") pursuant to the Local Government Bond Act (as defined in Question One) for the purpose of financing all or a portion of the costs of various repairs to and rehabilitation of the City's water system and all or a portion of the costs of upgrades to and the rehabilitation of the Noland Wastewater Treatment Plant. If the issuance of the Water System Bonds is approved, the Water System Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Water/Wastewater System Bonds in principal amount not to exceed $150,500,000……..…….☐

AGAINST the issuance of Water/Wastewater System Bonds in principal amount not to exceed $150,500,000…….……☐

Question Three (3) – Parks System Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $25,500,000 (the "Parks System Bonds") pursuant to the Local Government Bond Act (as defined in Question One) for the purpose of financing all or a portion of the costs of the design, construction and equipping of various park system improvements, including land acquisition, the addition and/or renovation of athletic fields, concession facilities, restrooms and playgrounds, and which may include other ancillary improvements such as street and utility extensions and improvements, fencing, lighting, shade structures, landscaping and parking. If the issuance of the Parks System Bonds is approved, the Parks System Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Parks System Bonds in principal amount not to exceed $25,500,000……..…….…….☐

AGAINST the issuance of Parks System Bonds in principal amount not to exceed $25,500,000……..…….…….☐

Question Four (4) – Animal Services Facility Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $18,100,000 (the "Animal Service Facility Bonds") pursuant to the Local Government Bond Act (as defined in Question One) for the purpose of financing all or a portion of the costs of the design, construction and equipping of an animal services facility, and which may include land acquisition and other ancillary improvements such as community meeting rooms, recycling facilities, street and utility extensions and improvements, landscaping and parking. If the issuance of the Animal Services Facility Bonds is approved, the Animal Services Facility Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Animal Services Facility Bonds in principal amount not to exceed

$18,100,000……..…….…….☐

AGAINST the issuance of Animal Services Facility Bonds in principal amount not to exceed $18,100,000……..…….…….☐

Question Five (5) – Trail System Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $3,800,000 (the "Trail System Bonds") pursuant to the Local Government Bond Act (as defined in Question One) for the purpose of financing all or a portion of the costs of design, construction, reconstruction, extension, resurfacing and equipping of certain City trail system improvements, and which may include related pedestrian signal, lighting, landscaping, drainage and safety improvements, right-of-way acquisition and utility extension and relocation. If the issuance of the Trail System Bonds is approved, the Trail System Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Trail System Bonds in principal amount not to exceed $3,800,000……..…….…….☐

AGAINST the issuance of Trail System Bonds in principal amount not to exceed $3,800,000……..…….…….☐

Question Six (6) – Transportation System Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $56,000,000 (the "Transportation System Bonds") pursuant to the Local Government Bond Act (as defined in Question One) for the purpose of financing all or a portion of the costs of right-of-way acquisition, planning, design, construction, reconstruction, repair, resurfacing, straightening and width modification of certain City streets, and which may include related program management services, utility extension and relocation, bridges, bicycle lanes, traffic signal and control, lighting, curbing, guttering, landscaping, drainage and safety improvements and curbside pedestrian infrastructure such as sidewalks, bus pickup structures and concrete waiting pads. If the issuance of the Transportation System Bonds is approved, the Transportation System Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Transportation System Bonds in principal amount not to exceed $56,000,000……..…….…….☐

AGAINST the issuance of Transportation System Bonds in principal amount not to exceed $56,000,000……..…….…….☐

Question Seven (7) – Sustainability Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $1,050,000 (the "Sustainability Bonds") pursuant to the Local Government Bond Act (as defined in Question One) for the purpose of financing all or a portion of the costs of land acquisition, design, construction and equipping of a Recycling Drop-Off Facility and a Household Hazardous Waste Facility, and which may include other ancillary improvements such as street and utility extensions and improvements, landscaping and parking. If the issuance of the Sustainability Bonds is approved, the Sustainability Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Sustainability Bonds in principal amount not to exceed $1,050,000…….…….☐

AGAINST the issuance of Sustainability Bonds in principal amount not to exceed $1,050,000……..……..…….…….☐

Question Eight (8) – Aquatics/Recreation Center Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $61,900,000 (the "Aquatics/Recreation Center Bonds") pursuant to the Local Government Bond Act (as defined in Question One) for the purpose of financing all or a portion of the costs of land acquisition, design, construction and equipping of an Aquatics/Recreation Center, which may include aquatic features such as indoor and/or outdoor pools and other auxiliary water features, recreational and sports facilities, multi-purpose rooms and offices, and which may also include other ancillary improvements such as street and utility extensions and improvements, landscaping and parking. If the issuance of the Aquatics/Recreation Center Bonds is approved, the Aquatics/Recreation Center Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Aquatics/Recreation Center Bonds in principal amount not to exceed $61,900,000……..…….…….☐

AGAINST the issuance of Aquatics/Recreation Center Bonds in principal amount not to exceed $61,900,000……..…….…….…….…….☐

Question Nine (9) – Fire Department Bonds:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $18,650,000 (the "Fire Department Bonds") pursuant to the Local Government Bond Act (as defined in Question One) for the purpose of financing all or a portion of the costs of the design, construction and equipping of a Fire Training Facility to be located on City-owned land at 2515 E. Borick Drive, land acquisition, design, construction and equipping of a Fire Station, and acquisition of firefighting vehicles, equipment and apparatus, and which may include other ancillary improvements such as street and utility extensions and improvements, landscaping and parking. If the issuance of the Fire Department Bonds is approved, the Fire Department Bonds shall be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one percent (1.00%) levied pursuant to the Local Government Bond Act (the "Bond Tax").

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Fire Department Bonds in principal amount not to exceed $18,650,000……..…….…….☐

AGAINST the issuance of Fire Department Bonds in principal amount not to exceed $18,650,000……..…….…….☐

Section 5. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for Arkansas municipal elections unless otherwise provided in the Local Government Bond Act, and only qualified voters of the City shall have the right to vote at the election. The City Clerk is hereby directed to give notice of the special election by one advertisement in a newspaper of general circulation within the City, the publication to be not less than ten (10) days prior to the date of the election.

Section 6. That a copy of this Ordinance shall be given to the Washington County Clerk and to the Washington County Board of Election Commissioners at least seventy (70) days prior to the date of the special election so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Director of the Department of Finance and Administration and to the Treasurer of the State of Arkansas as soon as practical.

Section 7. That the results of the special election shall be proclaimed by the Mayor, and her proclamation shall be published one time in a newspaper of general circulation within the City. The proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the Circuit

Court of Washington County within thirty (30) days after the date of publication of the proclamation.

Section 8. That the Mayor and the City Clerk, for and on behalf of the City, be, and they hereby are authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the issuance of the Refunding Bonds and any of the capital improvement bonds described herein are approved by the electors, to cause the Bond Tax to be collected in accordance with the Local Government Bond Act, and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 9. That the City considers this Ordinance to be its declaration of official intent to issue the Bonds and to make reimbursement to the City with a portion of the proceeds thereof for all original expenditures incurred by the City in acquiring, constructing or equipping any of the projects described herein between the date that is sixty (60) days prior to the date of this Ordinance and the date a series of Bonds is issued, plus a *de minimis* amount and preliminary expenditures, as such terms are defined in Section 1.150-2(f) of the Federal Income Tax Regulations.

Section 10. That Kutak Rock LLP is hereby engaged as Bond Counsel and Stephens Inc. is hereby engaged as Underwriter with respect to the issuance of the Bonds. The fees and expenses of Bond Counsel and the Underwriter shall be a cost of issuance of the Bonds to be paid with Bond proceeds.

Section 11. That the provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 12. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

City of Fayetteville Staff Review Form

2025-2030

Item ID

10/21/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Steve Dotson	10/6/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Recommend City Council pass an ordinance calling and setting a date for a special election on the questions of the issuance by the City of Sales and Use Tax Capital Improvement Bonds for various specified purposes; levying a local sales and use tax at the rate of one percent (1.00%) for the purpose of retiring such bonds and prescribing other matters pertaining thereto.

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:

Additional Information Received

Date Received: MM/DD/YYYY	10/14/2025
Time: 00:00 (AM/PM)	5:30 PM
From: Name & Title	Chief of Staff Keith Macedo
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	10/14/2025
Civic Clerk Number: Ex. 2025-994	2025-2030
Forwarded to City Attorney's Office and Department Head	City Attorney received a copy during the Agenda Session

FAYETTEVILLE ARKANSAS BOND2026

CITY OF FAYETTEVILLE ARKANSAS

INVESTING IN OUR FUTURE - WITHOUT RAISING TAXES

Fayetteville is growing fast. Our infrastructure needs to keep pace. Many of the systems we rely on every day need significant maintenance and repair. The 2026 Bond allows the City to catch up on essential improvements and prepare for the future using the existing one-cent sales tax, with no increase to residents.

WATER & SEWER

Essential upgrades to keep our systems reliable, protect clean water, and support current and future housing and business development.

- Increase capacity at the Noland Wastewater Treatment Plant with critical Phase 1 and 2 upgrades that replace aging systems and maintain service reliability during construction.
- Repair the original 36-inch Beaver Water District transmission line to prevent future catastrophic failures and safeguard the city's primary water supply.
- Rehabilitate major water storage tanks to maintain safe capacity and ensure system resiliency through the next decade.

PARKS & RECREATION

Upgrades and expansions that improve public spaces, strengthen neighborhood amenities, and support recreation, tourism, and local economies.

- Reinvest in community parks citywide with modern playgrounds, athletic fields, & accessible design.
- Preserve green space through strategic land acquisition for future parks & environmental resilience.
- Enhance quality of life by providing safe, inclusive places for play, connection, and cultural expression.

ANIMAL SERVICES FACILITY

A modern, energy-efficient shelter that provides better adoption experiences and veterinary services.

- Replace the city's 50-year-old facility with a humane, healthy environment for animals and a welcoming space for adopters and volunteers.
- Expand outreach programs to help families in need keep their pets and access veterinary care.
- Reflect Fayetteville's values of compassion, responsibility, and pride through a facility worthy of the people and animals it serves.

PEDESTRIAN INFRASTRUCTURE & TRAILS

Side paths, trail reconstructions, and safe routes connect neighborhoods, schools, and parks for a more walkable, livable city.

- Build new sidepaths & replace aging trail surfaces with durable concrete to maintain long-term quality.
- Connect schools, parks, & commercial areas to neighborhoods for safe, non-motorized travel.
- Leverage grant opportunities to expand Fayetteville's nationally recognized trail network.

ROADS & TRANSPORTATION

Safer streets, smoother commutes, & better connections across Fayetteville make it easier to get to work, school, and local businesses.

- Improve intersections, turn lanes, corridors, & bridges to reduce congestion & improve safety citywide.
- Complete key projects from the 2019 bond & invests in downtown lighting, sidewalks, & accessibility improvements.
- Leverage grant funding & maintains a contingency fund to extend resources & respond quickly to growth-driven needs.

SUSTAINABILITY & RECYCLING

A west-side recycling site that reinforces Fayetteville's Climate Action goals & commitment to green initiatives.

- Build a new recycling drop-off facility to serve residents and businesses west of I-49 and reduce overflow at the Marion Orton site.
- Add a permanent household hazardous-waste center for safe disposal of paints, fertilizers, sharps, and electronics.
- Advance the City's Waste-Reduction strategies and expands equitable access to sustainable services.

AQUATIC & RECREATION CENTER

A year-round facility that adds new opportunities for families, adults, & youth, attracts regional events, & generates local economic activity.

- Provide indoor & outdoor swimming, water safety instruction, & fitness programming for all ages.
- Respond to public demand identified in the year-long feasibility study, where more than 2,800 residents called for expanded aquatic access.
- Strengthen community ties & wellness through inclusive recreation, competition, & therapeutic spaces.

FIRE FACILITIES & EQUIPMENT

New stations, equipment, and a modern training facility ensure rapid emergency response city-wide and protect homes and workplaces as Fayetteville grows.

- Build a new west-side fire station & modern training facility to support the projected 46% pop. growth.
- Replace aging apparatus and equipment to improve firefighter safety and reliability.
- Expand coverage and readiness as personnel increase to meet long-term service demands.

✓ **Action based on the vision of City Plan 2040.**

✓ **Feasibility & Rate Study-driven project selection to avoid costly rate hikes for all residents.**

✓ **Community engagement and conversation supported priorities for improved quality of life in Fayetteville.**

THE INVESTMENT FAYETTEVILLE NEEDS NOW

This bond funds essential upgrades that protect health, safety, and quality of life while supporting housing, jobs, and sustainable growth - all with no tax increase.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1999

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

SUBJECT: **VAC-2025-0021: Vacation (1923 E. JOYCE BLVD/ BUTTERFIELD TRAIL VILLAGE, 175): Submitted by 4IE ENGINEERING INC for property located at 1923 E. JOYCE BLVD in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and R-A, RESIDENTIAL-AGRICULTURAL, and contains approximately 4.86 acres. The request is to vacate 0.22 acres of general utility easement.**

RECOMMENDATION:
Staff recommend approval of **VAC-2025-0021** 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 property is located in north Fayetteville approximately 900 feet southwest of the intersection of E. Joyce Blvd. and N. Old Missouri Rd. Zoning on the property is divided between RMF-24, Residential Multifamily, 24 Units per Acre and R-A, Residential Agricultural, with a portion of the overall property partially encumbered by streamside protection zones, floodplain, and hydric soils. The property at-large is developed with Butterfield Trail Village, a retirement community. Along the southern portion of the community, the Mud Creek Trail runs east-west.

The first phase of the Butterfield Trail Village campus was completed in the late 1980s and the facility has continued to expand in the decades since. There are approximately 350 residential units and many amenities, including an Alzheimer's care unit, general store, pool, gardens, art studio, dining hall and lodge, fitness studio, and convocation center. Previous expansions have received conditional use approvals. More recently, a 9,355 square-foot, 12-unit assisted living building was constructed and placed into operation in 2014 along with an associated parking lot, which is located within a portion of the property zoned R-A, Residential Agricultural. Conditional use permit and large-scale development applications have been submitted for a proposed 42,185 square-foot, 38-unit expansion of the existing assisted living facility and associated site improvements (CUP-2025-0044 and LSD-2025-0013).

Request: The applicant proposes to vacate one existing 20-foot wide general utility easement totaling 0.22 acres located south and east of the existing assisted living facility and partially within the footprint of the proposed expansion.

DISCUSSION:
The applicant submitted the required approvals with no objections, though with added conditions from franchise utility providers as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Cover Letter, 7. Petition to Vacate

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

File #: 2025-1999

AN ORDINANCE TO APPROVE VAC-25-21 FOR PROPERTY LOCATED AT 1923 EAST JOYCE BOULEVARD IN WARD 3 TO VACATE 0.22 ACRES OF GENERAL UTILITY EASEMENT

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 general utility easement 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 general utility easement 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 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

2025-1999

Item ID

10/21/2025

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

Jonathan Curth	10/3/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0021: Vacation (1923 E. JOYCE BLVD/ BUTTERFIELD TRAIL VILLAGE, 175): Submitted by 4IE ENGINEERING INC for property located at 1923 E. JOYCE BLVD in WARD 3. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and R-A, RESIDENTIAL-AGRICULTURAL, and contains approximately 4.86 acres. The request is to vacate 0.22 acres of general utility 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: _____

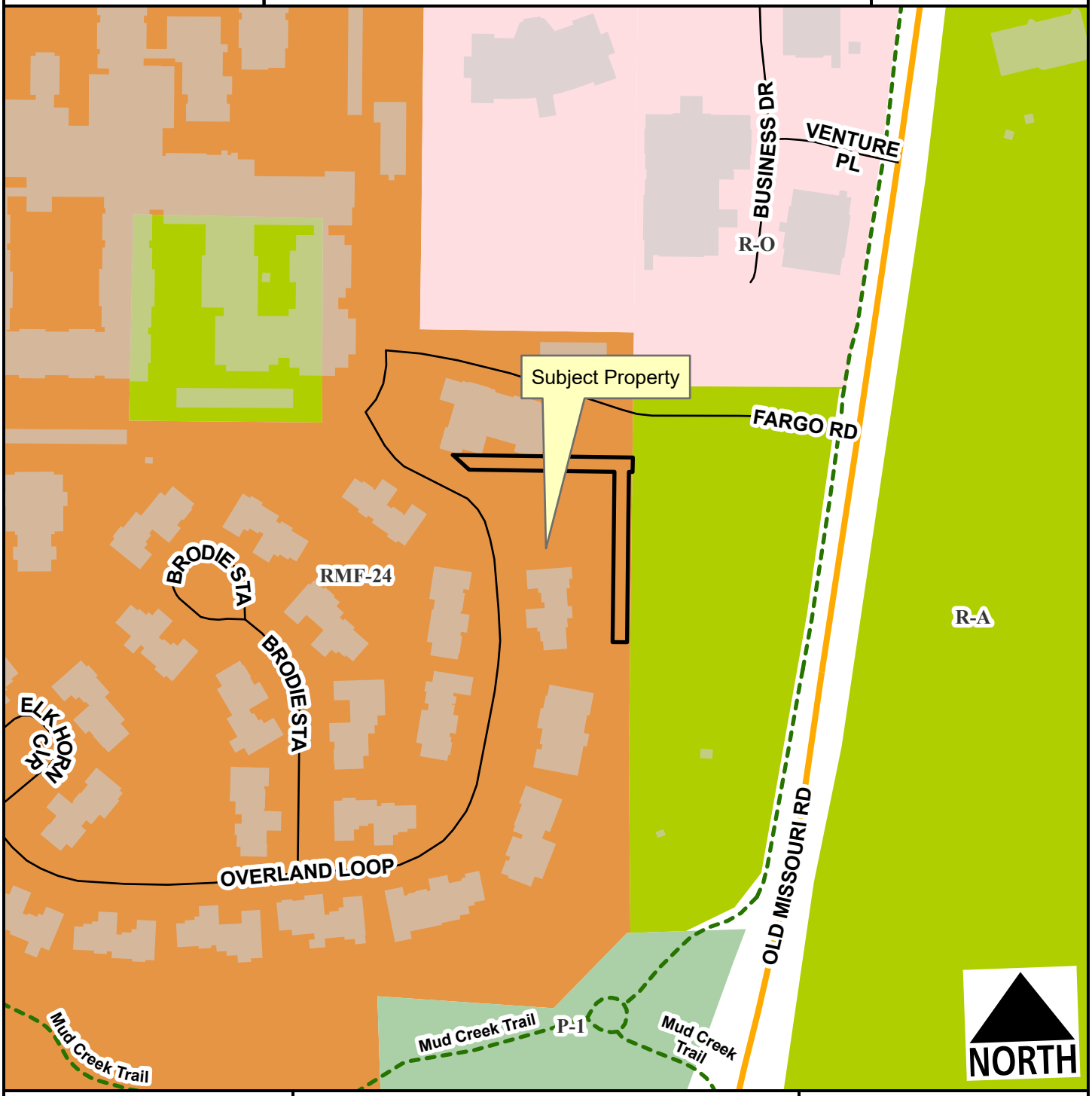
Comments:

VAC-2025-0021

Close Up View

1923 E JOYCE BLVD C120

VAC-2025-0021
EXHIBIT 'A'



Neighborhood Link
Unclassified
Planning Area
Fayetteville City Limits
Shared-Use Paved Trail

Feet
0 75 150 300 450 600
1:2,400

VAC-2025-0021
EXHIBIT 'B'

LEGAL DESCRIPTION - PROPERTY

A PART OF THE SE1/4 OF THE NW1/4, A PART OF THE SW1/4 OF THE NE1/4, A PART OF THE NE1/4 OF THE SW1/4, AND A PART OF THE NW1/4 OF THE SE1/4 ALL IN SECTION 25, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SE1/4, NW1/4 THENCE S02°37'42"W 21.06 FEET, THENCE N87°34'21"W 296.12 FEET TO THE POINT OF BEGINNING, THENCE S02°34'10"W 702.80 FEET, THENCE S87°18'54"E 295.52 FEET, THENCE S02°43'25"W 76.33 FEET, THENCE S87°23'27"E 284.25 FEET, THENCE S10°17'14"W 315.77 FEET, THENCE S12°01'37"W 198.40 FEET, THENCE S12°01'35"W 164.37 FEET, THENCE S39°31'38"W 60.30 FEET, THENCE S65°53'47"W 74.62 FEET, THENCE N89°59'49"W 79.57 FEET, THENCE S46°14'05"W 145.00 FEET, THENCE N84°09'07"W 244.61 FEET, THENCE S00°00'11"W 200.76 FEET, THENCE S69°15'34"W 214.05 FEET, THENCE S88°43'04"W 151.63 FEET, THENCE N69°31'41"W 149.26 FEET, THENCE N46°04'26"W 196.04 FEET, THENCE N29°24'56"W 477.57 FEET, THENCE N02°37'03"E 1,339.48 FEET, THENCE S87°34'21"E 929.11 FEET TO THE POINT OF BEGINNING: CONTAINING 47.93 ACRES MORE OR LESS SUBJECT TO

EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION – GENERAL UTILITY EASEMENT TO BE VACATED

A PART OF THE SE1/4 OF THE NW1/4, A PART OF THE SW1/4 OF THE NE1/4, A PART OF THE NE1/4 OF THE SW1/4, AND A PART OF THE NW1/4 OF THE SE1/4 ALL IN SECTION 25, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SE1/4, NW1/4 THENCE S02°37'42"W 21.06 FEET, THENCE N87°34'21"W 296.12, THENCE S02°34'10"W 702.80 FEET, THENCE S87°18'54"E 295.52 FEET, THENCE S02°43'25"W 76.33 FEET; THENCE ALONG THE EAST PARCEL LINE OF PARCEL #765-15685-000, S02°37'42"W 98.48 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE EAST PARCEL LINE OF PARCEL #765-15683-000 S02°37'42"W 20.00 FEET; THENCE N87°09'38"W 5.19 FEET; THENCE S02°37'42"W 235.58 FEET; THENCE N87°21'28"W 20.00 FEET; THENCE N02°37'42"E 235.65 FEET; THENCE N87°09'38"W 201.04 FEET; THENCE N46°00'26"W 30.39 FEET; THENCE S87°09'38"E 249.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES OR 9,465 SQUARE FEET MORE OR LESS.

4iE Engineering, Inc.

P.O. Box 56, Cave Springs, AR 72718 Phone: (479)381-1066 Email: ffourie@civilde.com

August 13, 2025
Jessie Masters
Planning Director
Development Services
125 W. Mountain Street
Fayetteville, AR 72701
Phone: 479.575.82637

Ferdinand Fourie, P.E.
P.O. Box 56
Cave Springs, Arkansas 72718
479.381.1066
ffourie@4iE.Engineering

Re: Assisted Living Expansion
Butterfield Trail Village
Fayetteville, Arkansas

Please find enclosed submittal items as a request to vacate a portion of an existing Utility Easement on the Butterfield Trail Village campus along E. Fargo Road, from Old Missouri Road.

The proposed addition will encroach on a portion of an existing general utility easement. Vacationing of this portion of the easement will be required to allow this development to proceed.

It appears that this utility easement only contains electrical and cable service lines. As part of this project, these utility facilities will have to be rerouted, and this will be coordinated with the respective utility owners.

Please let me know if you have any questions.

Sincerely,

Ferdi Fourie, P.E.
FF/FF

August 13, 2025
Development Services
125 W. Mountain Street
Fayetteville, AR 72701
Phone: 479.575.82637

To: The Fayetteville City Planning Commission and The Fayetteville City Council

PETITION TO VACATE A GENERAL UTILITY EASEMENT – PARCEL #765-15683-000

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying within parcel #765-15683-000, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

LEGAL DESCRIPTION – GENERAL UTILITY EASEMENT TO BE VACATED

A PART OF THE SE1/4 OF THE NW1/4, A PART OF THE SW1/4 OF THE NE1/4, A PART OF THE NE1/4 OF THE SW1/4, AND A PART OF THE NW1/4 OF THE SE1/4 ALL IN SECTION 25, T17N, R30W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID SE1/4, NW1/4 THENCE S02°37'42"W 21.06 FEET, THENCE N87°34'21"W 296.12, THENCE S02°34'10"W 702.80 FEET, THENCE S87°18'54"E 295.52 FEET, THENCE S02°43'25"W 76.33 FEET; THENCE ALONG THE EAST PARCEL LINE OF PARCEL #765-15685-000, S02°37'42"W 98.48 FEET TO THE POINT OF BEGINNING;
THENCE ALONG THE EAST PARCEL LINE OF PARCEL #765-15683-000 S02°37'42"W 20.00 FEET; THENCE N87°09'38"W 5.19 FEET; THENCE S02°37'42"W 235.58 FEET; THENCE N87°21'28"W 20.00 FEET; THENCE N02°37'42"E 235.65 FEET; THENCE N87°09'38"W 201.04 FEET; THENCE N46°00'26"W 30.39 FEET; THENCE S87°09'38"E 249.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES OR 9,465 SQUARE FEET MORE OR LESS.

That the abutting real estate affected by said abandonment is located at 2073 E. Fargo Road, 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.

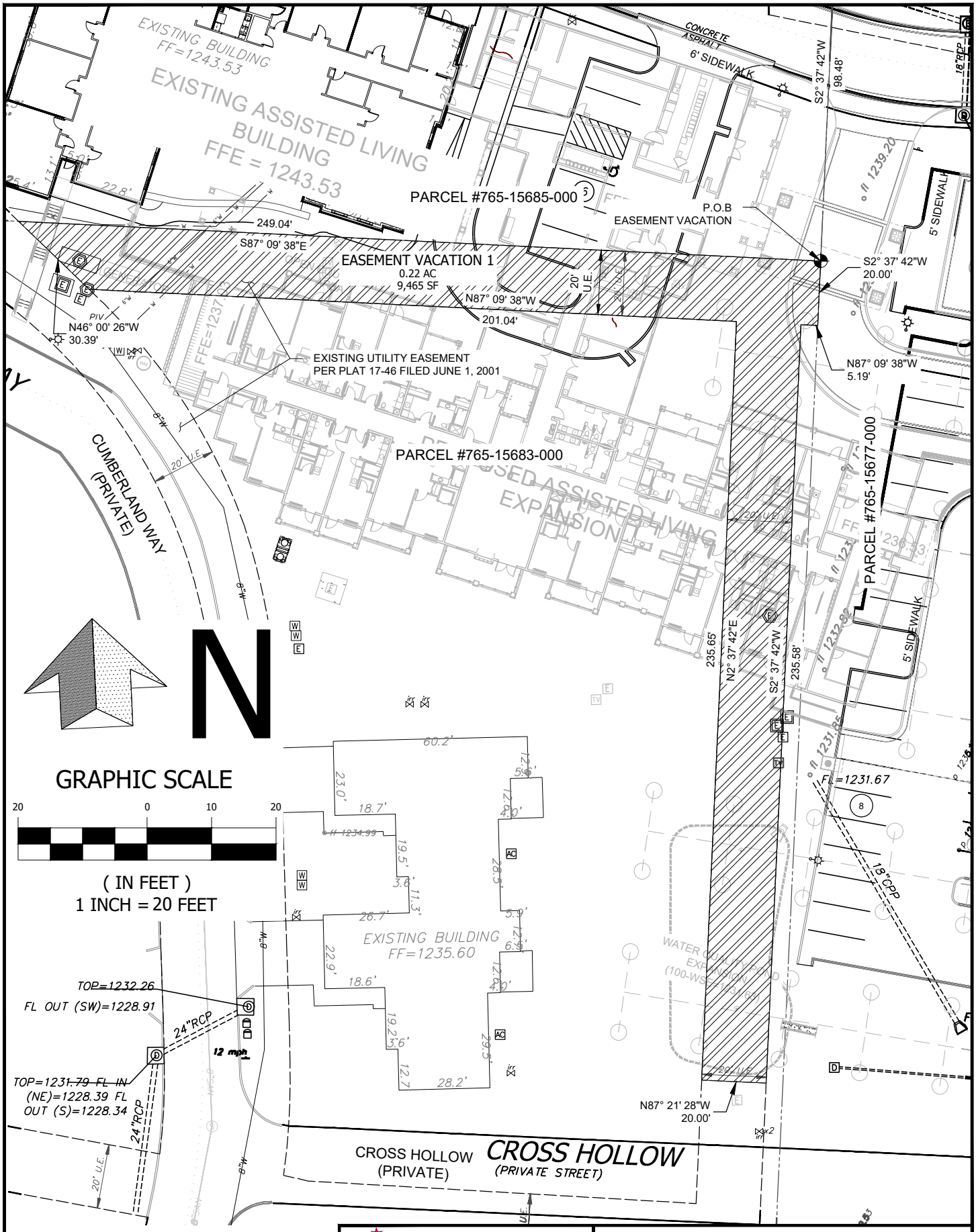
The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

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 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 14 day of August, 2025.

Kevin Spears
Printed Name

Signature


EXISTING BUILDING
FF=1243.53
EXISTING ASSISTED LIVING
BUILDING
FFE = 1243.53
CONCRETE
ASPHALT
6' SIDEWALK
S2° 37' 42"W
98.48'
18"RCP
PARCEL #765-15685-000
P.O.B
EASEMENT VACATION
249.04'
S87° 09' 38"E
EASEMENT VACATION 1
0.22 AC
9,465 SF
N87° 09' 38"W
201.04'
20' U.E.
S2° 37' 42"W
20.00'
5' SIDEWALK
PIV
N46° 00' 26"W
30.39'
EXISTING UTILITY EASEMENT
PER PLAT 17-46 FILED JUNE 1, 2001
N87° 09' 38"W
5.19'
CUMBERLAND WAY
(PRIVATE)
PARCEL #765-15683-000
EXPANSION
PARCEL #765-15677-000
235.65'
N2° 37' 42"E
S2° 37' 42"W
235.58'
5' SIDEWALK
FL=1231.67
18"CPP
GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 INCH = 20 FEET
EXISTING BUILDING
FF=1235.60
TOP=1232.26
FL OUT (SW)=1228.91
24"RCP
12 mph
TOP=1231.79 FL IN
(NE)=1228.39 FL
OUT (S)=1228.34
24"RCP
N87° 21' 28"W
20.00'
CROSS HOLLOW
(PRIVATE)
CROSS HOLLOW
(PRIVATE STREET)
GENERAL UTILITY
EASEMENT TO BE VACATED
THIS IS NOT A PLAT
4iE★ENGINEERING
479.381.1066
P.O. BOX 56
Springdale, Arkansas
©2025 4iE Engineering, Inc.
EASEMENT VACATION EXHIBIT
BUTTERFIELD TRAIL VILLAGE
A.L.F EXPANSION
FAYETTEVILLE, ARKANSAS
DRAWN FF
CKD FF
SHEET 1/1

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-2113

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Council Member Scott Bern

SUBJECT: **VAC-2025-0019 to vacate approximately 656 square feet of street right of way at 902 and 908 W. Hughes St.**

RECOMMENDATION:
Council Member Berna is sponsoring an ordinance to vacate approximately 656 square feet of street right of way at 902 and 908 W. Hughes Street

BACKGROUND:
The Planning Commission recommended approval of the vacation unanimously at its October 13, 2025 meeting.

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Exhibit A - VAC-25-19 - Survey, 4. Exhibit B - VAC-25-19 - Petition with Legal Description, 5. Planning Commission Report, 6. Berna Approval Email, 7. Agenda Request - Council Member Berna - VAC 25-19

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

File #: 2025-2113

AN ORDINANCE TO APPROVE VAC-25-19 FOR PROPERTY LOCATED AT 902 AND 908 WEST HUGHES STREET IN WARD 2 TO VACATE APPROXIMATELY 656 SQUARE FEET OF STREET 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 street 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 street 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.

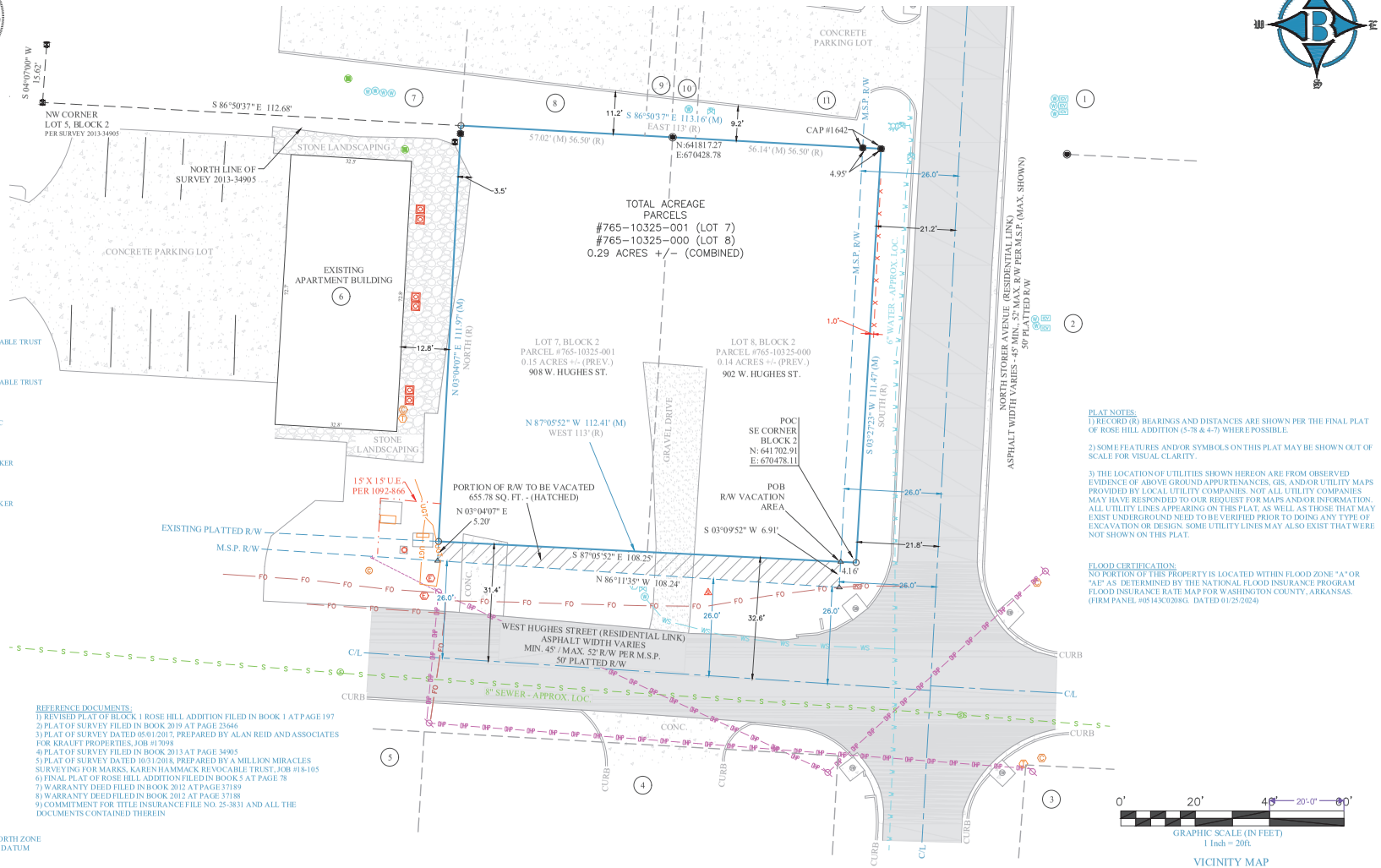
Section 3: This vacation approval is subject to the following conditions:

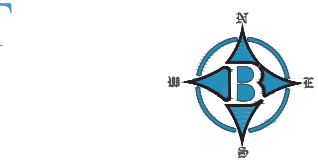
1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.

2. A 10-foot-wide utility easement shall be dedicated centered along the existing OzarksGo underground fiber line on the north side of West Hughes Street.

RIGHT-OF-WAY VACATION EXHIBIT

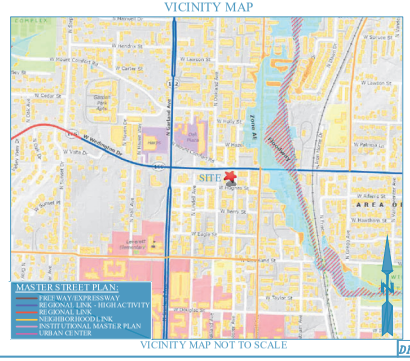
EXHIBIT A





GRAPHIC SCALE (IN FEET)
1 Inch = 20ft

VICINITY MAP



VICINITY MAP NOT TO SCALE

ADJACENT LAND OWNERS

1) VIRGINIA KRAUFT REVOCABLE TRUST
1603 RAINBOW ROAD
ROGERS, AR 72758
PARCEL #765-10313-000
ZONED: RMF-40
2) VIRGINIA KRAUFT REVOCABLE TRUST
1603 RAINBOW ROAD
ROGERS, AR 72758
PARCEL #765-10311-000
ZONED: RMF-40
3) HUGHES TOWNHOMES LLC
5674 WILLEAN LANE
EAGLE, ID 836 16
PARCEL #765-10369-000
ZONED: RMF-40
4) DAVID M & NANCY M FELKER
PO BOX 8786
FAYETTEVILLE, AR 72703
PARCEL #765-10356-000
ZONED: RMF-40
5) DAVID M & NANCY M FELKER
PO BOX 8786
FAYETTEVILLE, AR 72703
PARCEL #765-10357-000
ZONED: RMF-40
6) 922 HUGHES LLC
985 WEST HUGHES STREET
FAYETTEVILLE, AR 72701
PARCEL #765-10324-000
ZONED: RMF-40
7) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10322-000
ZONED: RMF-40
8) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10320-000
ZONED: RMF-40
9) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10321-000
ZONED: RMF-40
10) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10318-000
ZONED: RMF-40
11) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10316-000
ZONED: RMF-40

FIELD WORK:
MAY 19 & 20, 2025

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
RMF-40 (RESIDENTIAL MULTIFAMILY - FORTY UNITS PER ACRE):

BUILDING SETBACKS:

FRONT	25ft B.T.Z. (SHOWN)
SIDE (SINGLE & TWO FAMILY)	05ft
SIDE (OTHER USES)	08ft (SHOWN)
REAR (SINGLE FAMILY)	05ft
REAR (OTHER USES)	20ft (SHOWN)

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.

REFERENCE DOCUMENTS:
1) REVISED PLAT OF BLOCK 1 ROSE HILL ADDITION FILED IN BOOK 1 AT PAGE 197
2) PLAT OF SURVEY FILED IN BOOK 2019 AT PAGE 23646
3) PLAT OF SURVEY DATED 05/01/2017, PREPARED BY ALAN REID AND ASSOCIATES FOR KRAUFT PROPERTIES, JOB #17098
4) PLAT OF SURVEY FILED IN BOOK 2013 AT PAGE 34905
5) PLAT OF SURVEY DATED 10/31/2018, PREPARED BY A MILLION MIRACLES SURVEYING FOR MARKS, KARENHAMMACK REVOCABLE TRUST, JOB 818-105
6) FINAL PLAT OF ROSE HILL ADDITION FILED IN BOOK 5 AT PAGE 78
7) WARRANTY DEED FILED IN BOOK 2012 AT PAGE 37189
8) WARRANTY DEED FILED IN BOOK 2012 AT PAGE 37188
9) COMMITMENT FOR TITLE INSURANCE FILE NO. 25-3831 AND ALL THE DOCUMENTS CONTAINED THEREIN

SURVEY DESCRIPTIONS:

COMBINED PARCELS #765-10325-000 & #765-10325-001:
LOTS 7 AND 8, BLOCK 2, ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE , WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF WEST HUGHES STREET MARKING THE SOUTHEAST CORNER OF SAID LOT 8 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N87°05'52"W 112.41', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'07"E 111.97', THENCE S86°50'37"E 113.16' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF NORTH STORER AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S03°27'23"W 111.47' TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH STORER AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AREA OF RIGHT-OF-WAY VACATION:
A PART OF THE EXISTING PLATTED RIGHT-OF-WAY OF WEST HUGHES STREET, ADJACENT AND PARALLEL TO THE SOUTH LINE OF LOTS 7 AND 8 IN BLOCK 2 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE FINAL PLAT FILED IN BOOK 5 AT PAGE 78, SAID RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 2 WHICH IS N87°05'52"W 4.16' FROM THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE S03°09'52"W 6.91' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY OF WEST HUGHES STREET, THENCE ALONG SAID RIGHT-OF-WAY N86°11'35"W 108.24', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'07"E 5.20' TO THE SOUTH LINE OF SAID BLOCK 2, THENCE ALONG SAID SOUTH BLOCK LINE S87°05'52"E 108.25' TO THE POINT OF BEGINNING, CONTAINING 655.78 SQUARE FEET.

PROPERTY OWNERS:
1) KAREN HAMMACK MARKS REVOCABLE TRUST
PO BOX 533
FAYETTEVILLE, AR 72702
479-442-9350
PARCEL #765-10325-000
2) ANDREW GLEN MARKS REVOCABLE TRUST
PO BOX 533
FAYETTEVILLE, AR 72702
479-442-9350
PARCEL #765-10325-001

PLAT PAGE INDEX:
444

PLAT NOTES:
1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER THE FINAL PLAT OF ROSE HILL ADDITION (5-78 & 4-7) WHERE POSSIBLE.

2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.

3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS. (FIRM PANEL #05143C0208G. DATED 01/25/2024)

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
FOUND 5/8" REBAR
SET 5/8" REBAR/CAP
FOUND 5/8" REBAR
FOUND PIPE
FOUND 1/2" REBAR
COMPUTED POINT
BOUNDARY LINE (MEASURED)
BOUNDARY LINE (RECORD)
PARCEL / LOT LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
OVERHEAD POWER LINE
GUY WIRE
SEWER LINE
WATER LINE
WATER SERVICE LINE
FENCE
UTILITY EASEMENT
BUILDING SETBACK
FIBER OPTIC VAULT
YARD HYDRANT
WATER METER
FIRE HYDRANT
WATER VALVE
STORM SEWER MH
TELEPHONE PEDESTAL
CABLE PEDESTAL
ELECTRIC PEDESTAL
AC CONDENSER UNIT
ELECTRICAL METER
POWER POLE
GUY ANCHOR
GAS METER
CLEANOUT
SANITARY SEWER MH

RECORDING NUMBER/DATE

FOR USE AND BENEFIT OF:
MARTIN BUILDING GROUP
ADDRESS: 908 WEST HUGHES STREET
FAYETTEVILLE, ARKANSAS 72702

DATE: 08/01/25 | SCALE: 1"=20'
LOCATION: LOTS 7 & 8 | SURVEYED: JRICH | DRAFTED: ML & AH
ROSE HILL ADDITION | DRAFT DATE:07/03/25 | REVIEWED: DT | COA #1335

BATES & ASSOCIATES, INC.
Engineers • Surveyors
7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.9350

This plat is the property of Bates & Associates, Inc. and is not to be used in whole or in part for any purpose whatsoever without the written permission of Bates & Associates, Inc. Any unauthorized use of this plat shall be at the risk of the user. Bates & Associates, Inc. assumes no responsibility for the accuracy of records, encumbrances, restrictions or covenants, ownership title developments or boundaries that an accurate title search may disclose. Bates & Associates, Inc. assumes no responsibility for any statement of record, encumbrances, restrictions covenants, ownership title developments or boundaries that an accurate title search may disclose. Bates & Associates, Inc. assumes no liability for any statement not specifically shown hereon. Bates & Associates, Inc. assumes no responsibility for any statement implied or precluded on this plat as to adjoinder ownership, and Bates & Associates, Inc. assumes no responsibility for any statement implied or precluded on this plat as to boundary agreement or lines of possession which may exist or may be established by implication or prescription. This plat is not to be construed as a title opinion and does not represent the opinions of Bates & Associates, Inc. of the marketability of bonding.

DRAWING #25-093 LOT COMBO

Planning Commission
October 13, 2025
VAC-2025-0019 (MARKS)
Page 9 of 9

EXHIBIT B

PETITION TO VACATE A RIGHT-OF-WAY LOCATED IN LOTS 7 & 8, BLOCK 2 OF ROSE HILL 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 **RIGHT-OF-WAY** hereinafter sought to be abandoned and vacated, lying in **ADJACENT TO LOTS 7 & 8, BLOCK 2 OF ROSE HILL ADDITION**, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a **RIGHT-OF-WAY**which is described as follows:

A PART OF THE EXISTING PLATTED RIGHT-OF-WAY OF WEST HUGHES STREET, ADJACENT AND PARALLEL TO THE SOUTH LINE OF LOTS 7 AND 8 IN BLOCK 2 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE FINAL PLAT FILED IN BOOK 5 AT PAGE 78, SAID RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 2 WHICH IS N87°05'52"W 4.16' FROM THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE S03°09'52"W 6.91' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY OF WEST HUGHES STREET, THENCE ALONG SAID RIGHT-OF-WAY N86°11'35"W 108.24', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'07"E 5.20' TO THE SOUTH LINE OF SAID BLOCK 2, THENCE ALONG SAID SOUTH BLOCK LINE S87°05'52"E 108.25' TO THE POINT OF BEGINNING, CONTAINING 655.78 SQUARE FEET.

That the abutting real estate affected by said abandonment of the alley are **LOTS 7 & 8, BLOCK 2 OF ROSE HILL ADDITION**, 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 **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 4 day of Aug, 2025.

Printed Name:
Andrew Glen Marks, trustee for Andrew Glen Marks Revocable Trust

Signature: Andrew Marks

Printed Name:
Karen Hammack Marks, trustee for Karen Hammack Marks Revocable Trust

Signature: Karen Marks

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: October 13, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **VAC-2025-0019: Vacation 902 & 908 W HUGHES ST/MARKS REVOCABLE TRUST, 444):** Submitted by BATES AND ASSOCIATES for property located at 902 & 908 W. HUGHES ST. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and contains approximately 0.29 acres. The request is to vacate 0.01 acres of street right-of-way.

RECOMMENDATION:
Staff recommends forwarding **VAC-2025-0019** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **VAC-2025-0019** to City Council with a recommendation of approval and with conditions as recommended by staff."*

BACKGROUND:
The subject property is comprised of two parcels (0.29 acres) located about 800 feet southeast of the intersection of N. Garland Ave. and W. North St. directly on the northwest corner of N. Storer Ave. and W. Hughes Ave The property is zoned RMF-40, Residential Multi-Family, 40 Units per Acre. The parcels was previously developed with a single-family home which was demolished in 2024. No zoning overlay districts or master planning areas apply to the parcel. Surrounding land uses and zoning are further depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Multifamily Residential (Under Construction)	RMF-40, Residential Multi-Family, 40 Units per Acre
South	Multifamily Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
East	Two-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre
West	Two-Family Residential	RMF-40, Residential Multi-Family, 40 Units per Acre

Proposal: The applicant proposes to vacate a portion of undeveloped street right-of-way totaling 0.01 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. Vacating it would align the width of the right-of-way to 26 feet from the centerline of W. Hughes Street 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.

Utility	Response
Cox Communications	No objections, provided any damage or relocation of any Cox facilities will be at the applicant's expense.
AEP/SWEPCO	No objections and no comments.
Black Hills Energy	No objections and no comments.
AT&T	No objections, provided any possible incursion from existing AT&T facilities incorrectly marked – located will (if need be) relocated at the property owner's request and expense.
Ozarks Electric	No objections and no comments.
Ozarks Go	A 10' U.E. shall be dedicated centered along the OzarksGo fiber line.

City of Fayetteville	Response
Water/Sewer	No objections and no comments.
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 forwarding **VAC-2025-0019** to the City Council with a recommendation of approval, with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense, and

2. A 10-foot-wide utility easement shall be dedicated adjacent to OzarksGo's underground fiber line on the north side of W. Hughes St. as requested by OzarksGo.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: October 13, 2025	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: CABE	On consent agenda		
Second: CASTIN	"I move to forward VAC-2025-0019 to City Council with a recommendation of approval and with conditions as recommended by staff."		
Vote: 9-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

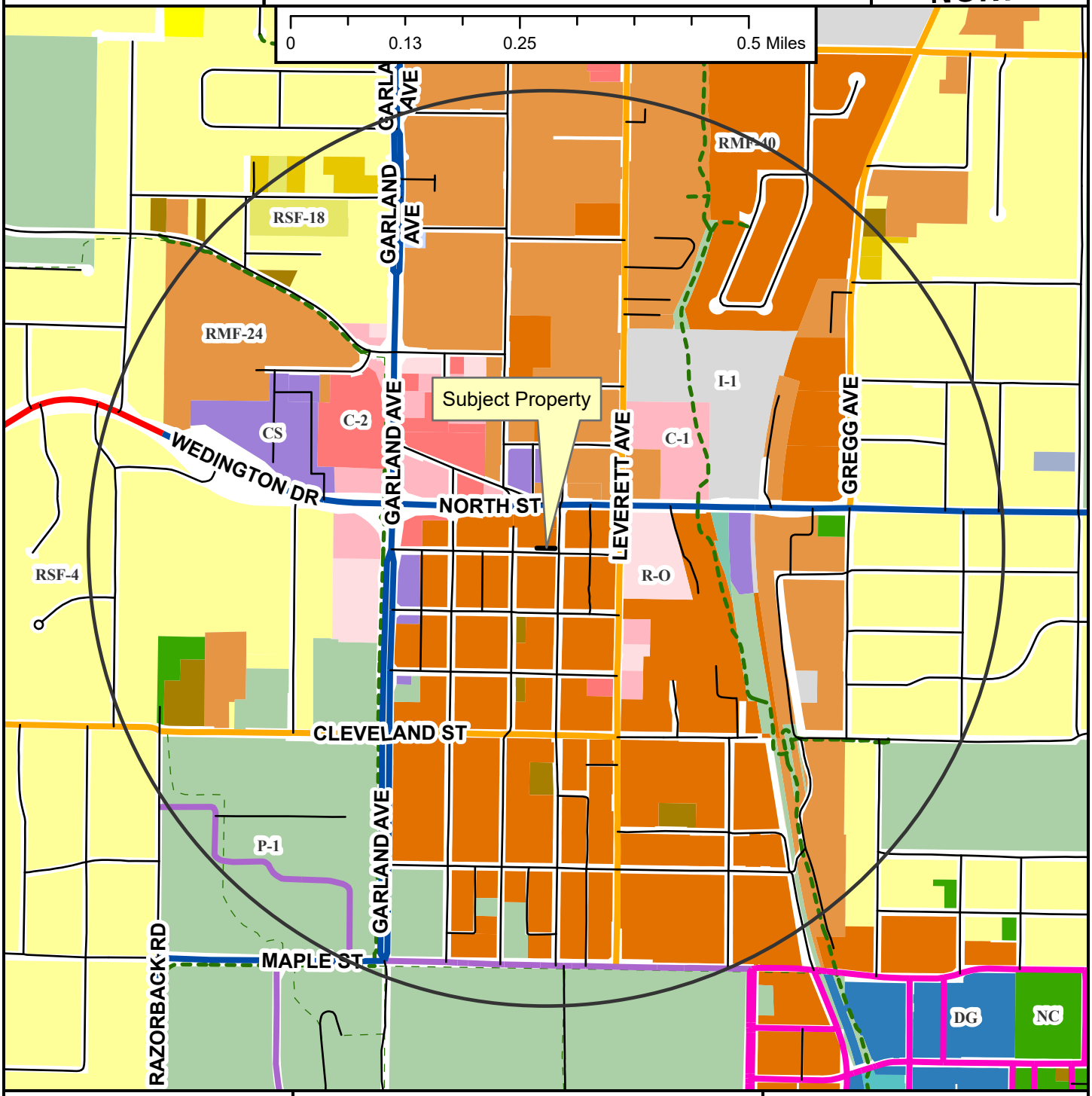
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
- Applicant Exhibits
  - Request Letter
  - Petition to Vacate
  - Survey – Right-of-way to be Vacated

VAC-2025-0019

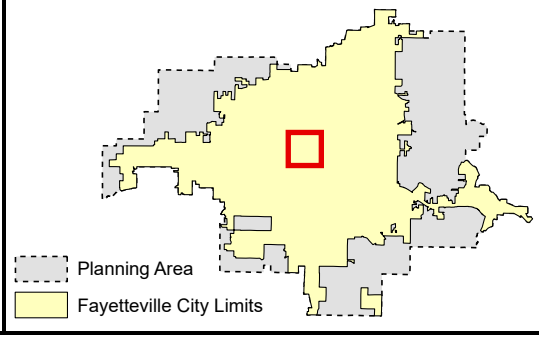
One Mile View

W. HUGHES ST & N. STORER AVE

NORTH



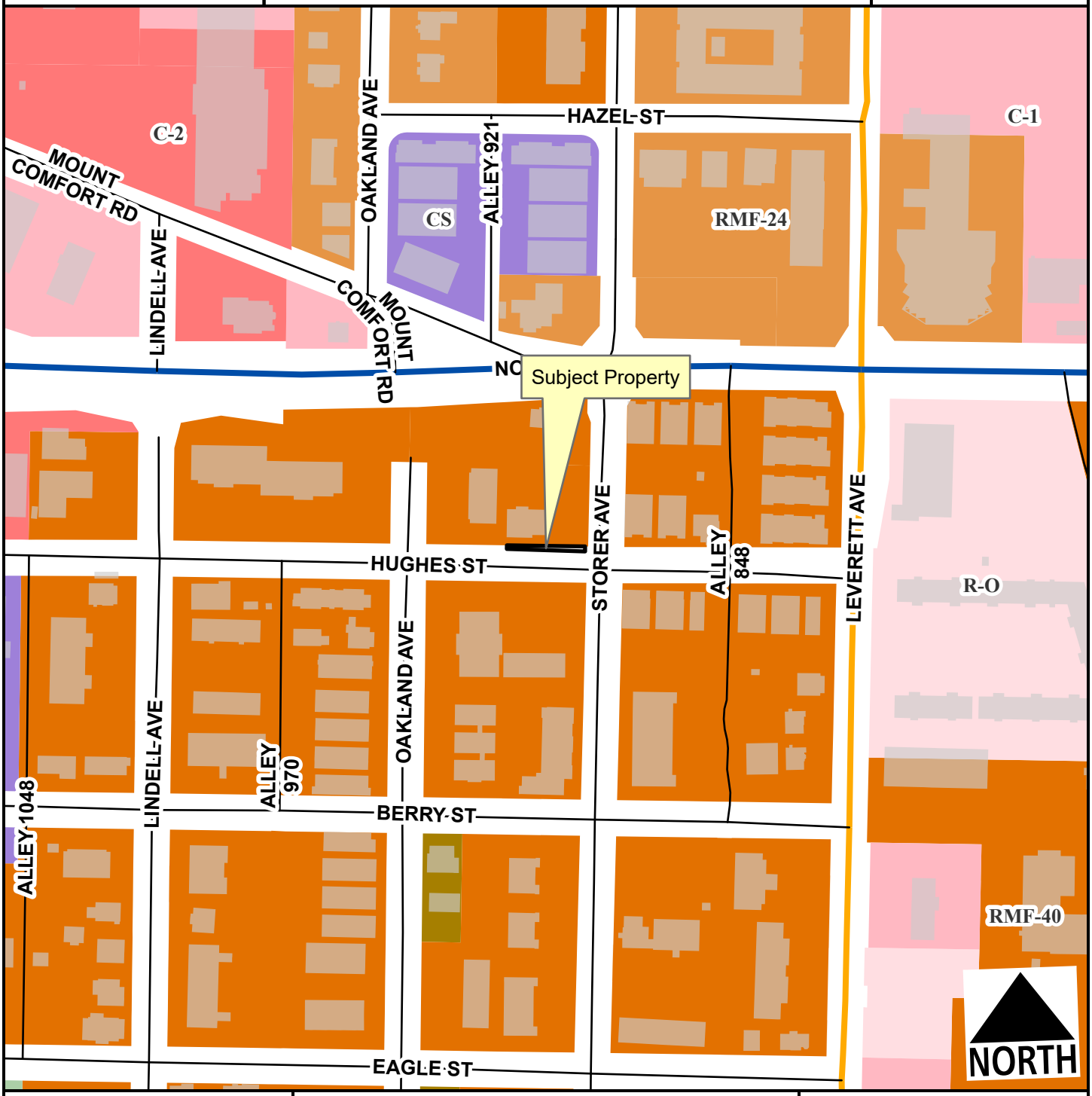
- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



VAC-2025-0019

Close Up View

W. HUGHES ST & N. STORER AVE



Neighborhood Link
Regional Link - High Activity
Alley
Residential Link
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

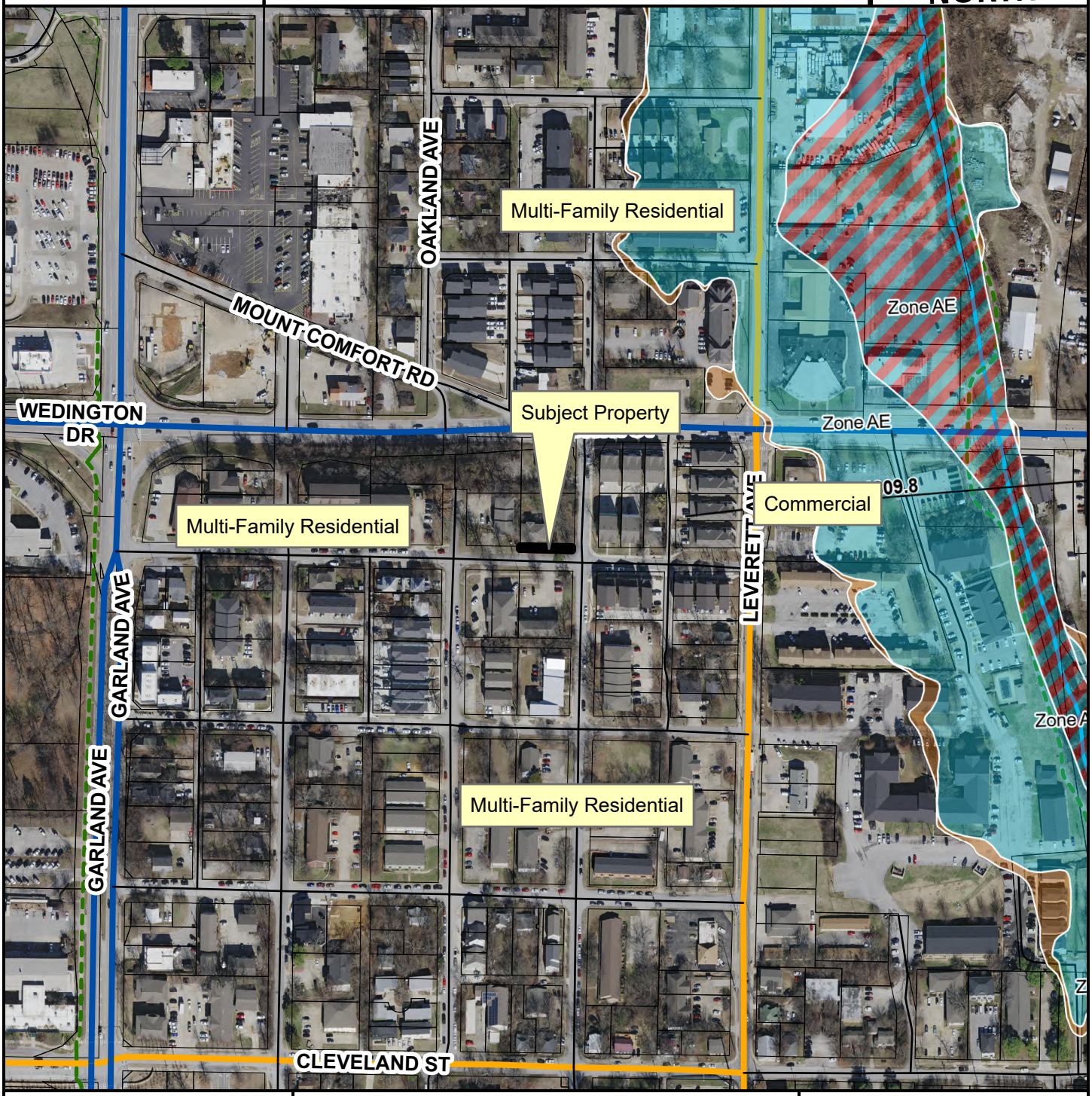
1:2,400

VAC-2025-0019

Current Land Use

W. HUGHES ST & N. STORER AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

BATES
Engineers · Surveyors

7230 S. Pleasant Ridge Dr. Fayetteville, AR 72704
PH: 479-442-9350 * FAX: 479-521-9350
www.batesnwa.com

August 1, 2025

To the City of Fayetteville Planning Staff and Fayetteville City Council,

Our client, Martin Building Group, is requesting a vacation of right-of-way of a portion of West Hughes Street adjacent to lots 7 & 8, Block 2 of Rose Hill Addition to the City of Fayetteville, Washington County, Arkansas. The addresses of the affected parcels are 902 & 908 West Hughes Street and the parcel numbers are 765-10325-000 & 765-10325-001, respectively. The vacation location is adjacent to the southern property line of both parcels and is due to an excess of land between the platted right-of-way and West Hughes Street Master Street Plan right-of-way. The area total area of the vacation is 0.02 acres or 655.78 square feet.

Please feel free to reach out with any questions or concerns.

Sincerely,

Justin Reid – Project Manager
Bates & Associates
justin@batesnwa.com
479-442-9350

PETITION TO VACATE A RIGHT-OF-WAY LOCATED IN LOTS 7 & 8, BLOCK 2 OF ROSE HILL 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 **RIGHT-OF-WAY** hereinafter sought to be abandoned and vacated, lying in **ADJACENT TO LOTS 7 & 8, BLOCK 2 OF ROSE HILL ADDITION**, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a **RIGHT-OF-WAY**which is described as follows:

A PART OF THE EXISTING PLATTED RIGHT-OF-WAY OF WEST HUGHES STREET, ADJACENT AND PARALLEL TO THE SOUTH LINE OF LOTS 7 AND 8 IN BLOCK 2 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE FINAL PLAT FILED IN BOOK 5 AT PAGE 78, SAID RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 2 WHICH IS N87°05'52"W 4.16' FROM THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE S03°09'52"W 6.91' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY OF WEST HUGHES STREET, THENCE ALONG SAID RIGHT-OF-WAY N86°11'35"W 108.24', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'07"E 5.20' TO THE SOUTH LINE OF SAID BLOCK 2, THENCE ALONG SAID SOUTH BLOCK LINE S87°05'52"E 108.25' TO THE POINT OF BEGINNING, CONTAINING 655.78 SQUARE FEET.

That the abutting real estate affected by said abandonment of the alley are **LOTS 7 & 8, BLOCK 2 OF ROSE HILL ADDITION**, 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 **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 4 day of Aug, 2025.

Printed Name:
Andrew Glen Marks, trustee for Andrew Glen Marks Revocable Trust

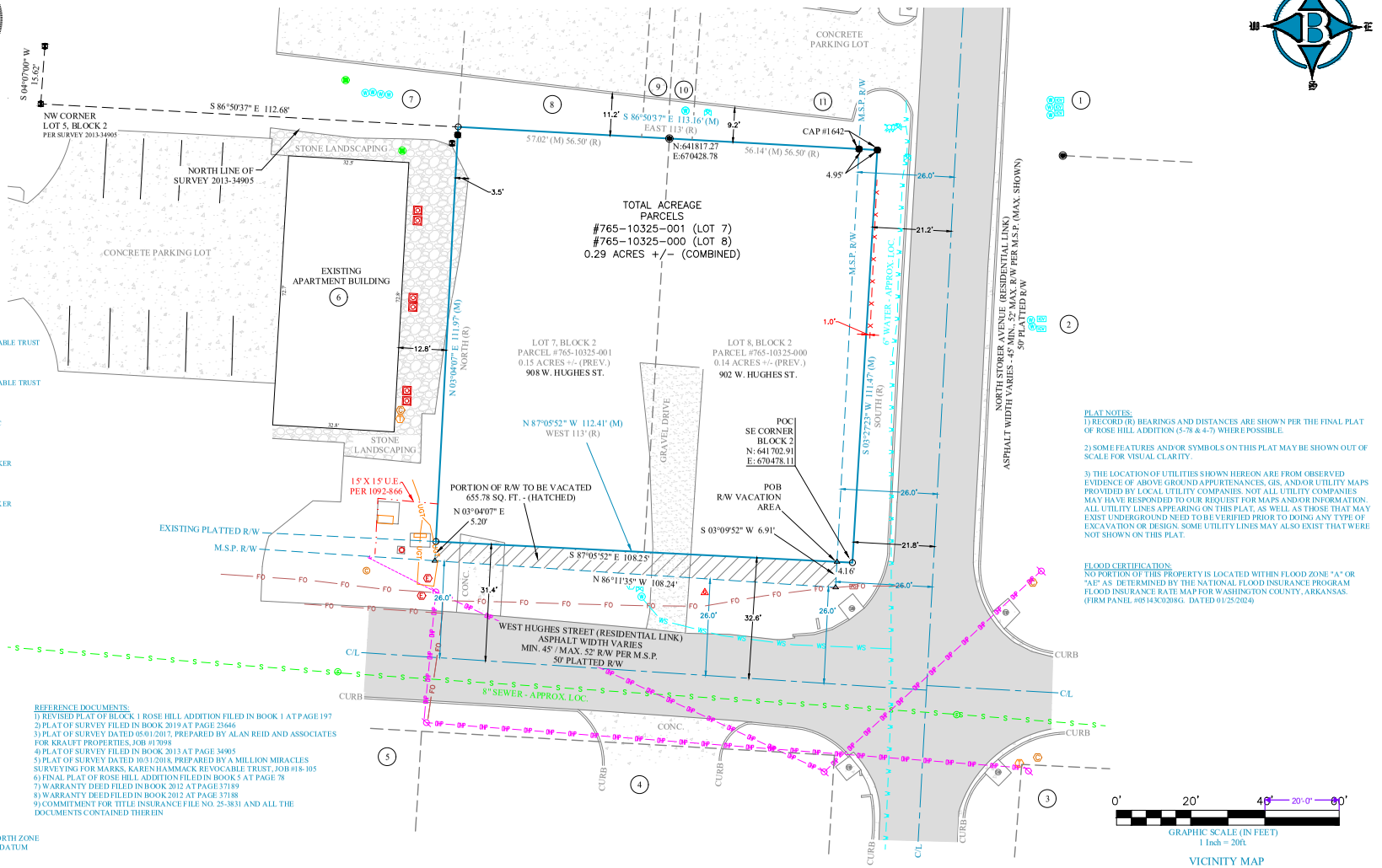
Signature: Andrew Marks

Printed Name:
Karen Hammack Marks, trustee for Karen Hammack Marks Revocable Trust

Signature: Karen Marks

RIGHT-OF-WAY VACATION EXHIBIT

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#335
ARKANSAS ENGINEER



ADJACENT LAND OWNERS

1) VIRGINIA KRAUFT REVOCABLE TRUST
1603 RAINBOW ROAD
ROGERS, AR 72758
PARCEL #765-10313-000
ZONED: RMF-40
2) VIRGINIA KRAUFT REVOCABLE TRUST
1603 RAINBOW ROAD
ROGERS, AR 72758
PARCEL #765-10311-000
ZONED: RMF-40
3) HUGHES TOWNHOMES LLC
5674 WILLEAN LANE
EAGLE, ID 836 16
PARCEL #765-10369-000
ZONED: RMF-40
4) DAVID M & NANCY M FELKER
PO BOX 8786
FAYETTEVILLE, AR 72703
PARCEL #765-10356-000
ZONED: RMF-40
5) DAVID M & NANCY M FELKER
PO BOX 8786
FAYETTEVILLE, AR 72703
PARCEL #765-10357-000
ZONED: RMF-40
6) 922 HUGHES LLC
985 WEST HUGHES STREET
FAYETTEVILLE, AR 72701
PARCEL #765-10324-000
ZONED: RMF-40
7) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10322-000
ZONED: RMF-40
8) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10320-000
ZONED: RMF-40
9) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10321-000
ZONED: RMF-40
10) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10318-000
ZONED: RMF-40
11) JORDAN GROUP LLC
16623 CANTRELL ROAD
LITTLE ROCK, AR 72223
PARCEL #765-10316-000
ZONED: RMF-40

FIELD WORK:
MAY 19 & 20, 2025

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
RMF-40 (RESIDENTIAL MULTIFAMILY - FORTY UNITS PER ACRE):

BUILDING SETBACKS:

FRONT	25ft B.T.Z. (SHOWN)
SIDE (SINGLE & TWO FAMILY)	05ft
SIDE (OTHER USES)	08ft (SHOWN)
REAR (SINGLE FAMILY)	05ft
REAR (OTHER USES)	20ft (SHOWN)

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.

REFERENCE DOCUMENTS:
1) REVISED PLAT OF BLOCK 1 ROSE HILL ADDITION FILED IN BOOK 1 AT PAGE 197
2) PLAT OF SURVEY FILED IN BOOK 2019 AT PAGE 23646
3) PLAT OF SURVEY DATED 05/01/2017, PREPARED BY ALAN REID AND ASSOCIATES FOR KRAUFT PROPERTIES, JOB #17098
4) PLAT OF SURVEY FILED IN BOOK 2013 AT PAGE 34905
5) PLAT OF SURVEY DATED 10/31/2018, PREPARED BY A MILLION MIRACLES SURVEYING FOR MARKS, KAREN HAMMACK REVOCABLE TRUST, JOB 818-105
6) FINAL PLAT OF ROSE HILL ADDITION FILED IN BOOK 5 AT PAGE 78
7) WARRANTY DEED FILED IN BOOK 2012 AT PAGE 37189
8) WARRANTY DEED FILED IN BOOK 2012 AT PAGE 37188
9) COMMITMENT FOR TITLE INSURANCE FILE NO. 25-3831 AND ALL THE DOCUMENTS CONTAINED THEREIN

SURVEY DESCRIPTIONS:

COMBINED PARCELS #765-10325-000 & #765-10325-001:
LOTS 7 AND 8, BLOCK 2, ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE , WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF WEST HUGHES STREET MARKING THE SOUTHEAST CORNER OF SAID LOT 8 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N87°05'52"W 112.41', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'07"E 111.97', THENCE S86°50'37"E 113.16' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF NORTH STORER AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S03°27'23"W 111.47' TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH STORER AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AREA OF RIGHT-OF-WAY VACATION:
A PART OF THE EXISTING PLATTED RIGHT-OF-WAY OF WEST HUGHES STREET, ADJACENT AND PARALLEL TO THE SOUTH LINE OF LOTS 7 AND 8 IN BLOCK 2 OF ROSE HILL ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE FINAL PLAT FILED IN BOOK 5 AT PAGE 78, SAID RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 2 WHICH IS N87°05'52"W 4.16' FROM THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE S03°09'52"W 6.91' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY OF WEST HUGHES STREET, THENCE ALONG SAID RIGHT-OF-WAY N86°11'35"W 108.24', THENCE LEAVING SAID RIGHT-OF-WAY N03°04'07"E 5.20' TO THE SOUTH LINE OF SAID BLOCK 2, THENCE ALONG SAID SOUTH BLOCK LINE S87°05'52"E 108.25' TO THE POINT OF BEGINNING, CONTAINING 655.78 SQUARE FEET.

PROPERTY OWNERS:
1) KAREN HAMMACK MARKS REVOCABLE TRUST
PO BOX 533
FAYETTEVILLE, AR 72702
479-442-9350
PARCEL #765-10325-000
2) ANDREW GLEN MARKS REVOCABLE TRUST
PO BOX 533
FAYETTEVILLE, AR 72702
479-442-9350
PARCEL #765-10325-001

PLAT PAGE INDEX:
444

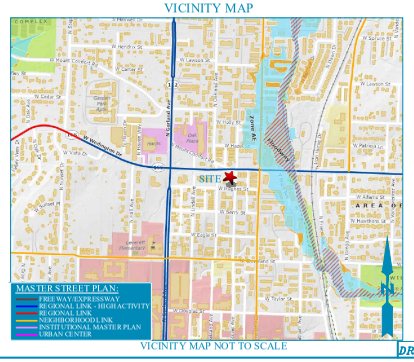
PLAT NOTES:
1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER THE FINAL PLAT OF ROSE HILL ADDITION (5-78 & 4-7) WHERE POSSIBLE.

2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.

3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS. (FIRM PANEL #05143C0208G. DATED 01/25/2024)

VICINITY MAP



VICINITY MAP NOT TO SCALE

RECORDING NUMBER/DATE

BOUNDARY LINE (MEASURED)
TRUE BOUNDARY
PARCEL / LOT LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
OVERHEAD POWER LINE
GUY WIRE
SEWER LINE
WATER LINE
GAS SERVICE LINE
FENCE
UTILITY EASEMENT
BUILDING SETBACK

FIBER OPTIC VAULT
YARD HYDRANT
WATER METER
FIRE HYDRANT
WATER VALVE

STORM SEWER MH
TELEPHONE PEDESTAL
CABLE PEDESTAL
ELECTRIC PEDESTAL
AC CONDENSER UNIT
ELECTRICAL METER
POWER POLE
GUY ANCHOR
GAS METER
CLEANOUT
SANITARY SEWER MH

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
FOUND 5/8" REBAR
SET 5/8" REBAR/CAP
FOUND 5/8" REBAR
FOUND 1/2" REBAR
FOUND PIPE
COMPUTED POINT

BATES
Engineers • Surveyors
7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.9350

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FOR USE AND BENEFIT OF:
MARTIN BUILDING GROUP
ADDRESS: 908 WEST HUGHES STREET
FAYETTEVILLE, ARKANSAS 72702

DATE: 08/01/25	SCALE: 1"=20'
LOCATION: LOTS 7 & 8 BLOCK 2	SURVEYED: JRICH / DRAFTED: ML & AH
ROSE HILL ADDITION	DRAFT DATE: 07/03/25
	REVIEWED: DT
	COA #335

DRAWING #25-093 LOT COMBO

From:	Berna, Scott
To:	Pennington, Blake; Rawn, Molly
Cc:	Barnes, Stacy; Williams, Kit; CityClerk
Subject:	Re: VAC-25-19 Walk-On for 10/21 agenda
Date:	Tuesday, October 14, 2025 8:26:26 AM
Attachments:	image001.png

Thanks Blake. I approve and will ask to add to the agenda tonight.

Scott

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, October 13, 2025 7:24 PM
To: Berna, Scott <scott.berna@fayetteville-ar.gov>; Rawn, Molly <molly.rawn@fayetteville-ar.gov>
Cc: Barnes, Stacy <sbarnes@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: VAC-25-19 Walk-On for 10/21 agenda

Scott,

The Planning Commission recommended approval of the vacation request unanimously (the item remained on consent). I'm attaching an agenda request form and draft ordinance with the exhibits for your review.

Since I'm going to be out of the office tomorrow I'm copying the Mayor to get her acknowledgment, the City Clerk so they are on notice of the potential walk-on, and Kit and Stacy so they can get the agenda request added to Civic Clerk. I've already set it up as 2025-2113 and added all of the necessary info except the agenda request form.

City Clerk's Office: For some reason, when I try to generate the memo and leg text it says it "successfully generated an item report" but the file doesn't show up.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

CivicClerk No.: 2025-2113

AGENDA REQUEST FORM

FOR: Council Meeting of October 21, 2025

FROM: Council Member Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO APPROVE VAC-25-19 FOR PROPERTY LOCATED AT 902 AND 908 WEST HUGHES STREET IN WARD 2 TO VACATE APPROXIMATELY 656 SQUARE FEET OF STREET RIGHT-OF-WAY

APPROVED FOR AGENDA:

approved via email
Council Member Scott Berna

10/14/2025
Date

/s/Blake Pennington
Blake Pennington
Senior Assistant City Attorney
Approved as to form

10/13/2025
Date

Mayor Molly Rawn
Acknowledgement

Date

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1902

MEETING OF OCTOBER 21, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **Appeal: RZN-2025-0033: Rezoning (922 E. ROCKWOOD TRL/ CAHOON, 447): Submitted by NILES EVIN ALLEN HOLDINGS for property located at 922 E. ROCKWOOD TRL in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.**

RECOMMENDATION:
City Planning staff recommend denial and the Planning Commission denied a request to rezone the subject property as shown in exhibits 'A' and 'B'.

BACKGROUND:
The subject area is in east-central Fayetteville at the northwest corner of the N. Jackson Drive and E. Rockwood Trail, which is approximately 880 feet east of N. Mission Boulevard. The 0.33-acre subject property is developed with a single-family home that was built in 1961, per Washington County Records. The subject property is located in the Hillside/Hilltop Overlay District (HHOD) and is zoned RSF-4, Residential Single-Family, 4 Units per Acre.

Request: The request is to rezone the property from RSF-4, Residential Single-family, 4 Units per Acre to NC, Neighborhood Conservation.

Public Comment: Staff has received one public comment in opposition citing that this would negatively impact trees, be out of character with the surroundings, and invite higher density development.

Land Use Compatibility: The subject property is adjacent to RSF-4-zoned single-family properties to the north, east, south, and west. To introduce NC in the area would differ from the established character of the area and its development under a uniform set of standards and allowances. While NC and RSF-4 are similar in allowing single-family dwellings by-right, the largest difference are the conditional uses allowed for NC, with two- to four-family residential units as well as less-intensive commercial. In terms of zoning standards, NC requires less lot area to develop, allowing 4,000 sq.ft. lots with a 40-foot lot width. RSF-4 requires more space with 8,000 sq.ft. lot area and 60-foot lot width (versus 70-foot outside the HHOD). In addition, NC has a 10-unit per acre density maximum compared to RSF-4's 4 units. With NC's smaller lot requirements and the property's size, it could be divided into 3 lots. No other property in the area is developed similar to the NC development patter, highlighting how much the neighborhood's character could change with the proposed rezoning. Another marked difference between the two zoning districts would be the introduction of a 0 to 25-foot build-to-zone, further altering the

established standard setback character. Staff finds the requested rezoning to be incompatible with surrounding land uses as it introduces diversity in a standardized area.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. Areas with this designation are intended for diverse residential development opportunities, that both RSF-4 and NC can allow through a conditional use (e.g., two-family residential). Appropriate infill could likely be achieved under the property's existing zoning designation, with the by-right addition of accessory dwellings, and the ability to subdivide the existing lot into two lots without having to rezone or seek conditional use. Staff finds that the requested rezoning would allow for the creation of more homes on the lot while introducing additional housing types, but argues that it may be more appropriate to develop the site in a manner that is more consistent in size and scale with the surrounding properties.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 4-5 for this site. The following elements of the matrix contribute to the score:
• 4 Minute Fire Response (Station 2, 138 W North St.)
• Near Sewer Main (6-inch main E. Rockwood Trail.)
• Near Water Main (8-inch main N. Jackson Drive; 8-inch main E. Rockwood Trail)
• Near City Park (Mount Sequoyah Woods)
• Near Paved Trail (Rebecca Street Trail and Side-Path Trail)

DISCUSSION:
At the September 8, 2025 Planning Commission meeting, a motion to deny the request resulted in a 5-3-0 vote. Commissioners Brink, McGetrick, and Castin were opposed to the denial. Commissioners in favor of denial agreed with staff's findings that the change would introduce an urban form standard that would be in conflict with the neighborhood character. Opponents to the denial discussed how the density allowances allowed in NC would allow for the development of additional residential units in the area. Two members of the public spoke concerning the item. One spoke opposing the item as it would disrupt the neighborhood's character and the second spoke in support, arguing that NC would allow for additional residential units in the area.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2025-1902

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-33 FOR APPROXIMATELY 0.33 ACRES LOCATED AT 922 EAST ROCKWOOD TRAIL IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

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 changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo RSF-4, Residential Single-Family, 4 Units Per Acre to NC, Neighborhood Conservation.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

Masters, Jessica

From: Masters, Jessica
Sent: Tuesday, September 23, 2025 10:58 AM
To: CityClerk; Pennington, Blake
Cc: allen.niles@yahoo.com; Williams, Kit; Frank, Wes; Curth, Jonathan; Hopkins, Mirinda
Subject: RE: RZN 2025-0033 Appeal

Good morning,

We are able to queue this up for the October 21 City Council meeting.

Mirinda Hopkins will be in touch with public notification requirements.

Thank you,

Jessie

Jessie Masters, AICP
Planning Director
Development Services
City of Fayetteville, Arkansas
(479) 575-8239
www.fayetteville-ar.gov
Website | Facebook | Twitter | Instagram | YouTube

From: CityClerk <cityclerk@fayetteville-ar.gov>
Sent: Monday, September 22, 2025 4:33 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: allen.niles@yahoo.com; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: RZN 2025-0033 Appeal

Thank you Blake!
We'll wait for Jessie in Planning to provide us the date the item will be ready to be presented to City Council.

Have a great day!

Jonathan Ramirez

From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Monday, September 22, 2025 4:23 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: allen.niles@yahoo.com; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: FW: RZN 2025-0033 Appeal

Please see below. I believe this meets the form, time, and place requirements of Section 155.02.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: (479) 575-8312

From: Niles Allen <allen.niles@yahoo.com>
Sent: Monday, September 22, 2025 4:22 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: Re: RZN 2025-0033 Appeal

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 this is correct

Sent from Yahoo Mail for iPhone

On Monday, September 22, 2025, 4:16 PM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

> I spoke with Mr. Allen on the phone a little while ago. It sounds like he was having difficulty since he was typing out his appeal on the phone rather than a computer. The most applicable code sections are 155.02 and 154.03 (Private Parties/Zoning Amendment). I would like for him to confirm because the rest of the email meets the requirements since he discussed the options he was looking at for compatible zoning districts that would work for his project.
>
> Mr. Allen, would you please confirm?
>
> Thanks,
>
> **Blake E. Pennington**
>
> Senior Assistant City Attorney
>
> City of Fayetteville, Arkansas
>
> bpennington@fayetteville-ar.gov
>
> Direct: (479) 575-8312

From: Niles Allen <allen.niles@yahoo.com>
Sent: Monday, September 22, 2025 4:01 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Re: RZN 2025-0033 Appeal

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Blake & clerk staff, I would like to appeal under 155.04. I would like to have to opportunity to present a conceptual site plan to a pre app meeting I was told was not needed. Sorry to be vague here I am away from my office.

Sent from Yahoo Mail for iPhone

On Monday, September 22, 2025, 10:59 AM, Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

> Mr. Allen,
>
> The appeals process is outlined in Section 155.02 of the Unified Development Code:
> https://library.municode.com/ar/fayetteville/codes/code_of_ordinances?nodeId=CD_ORD_TITXVUNDECO_CH155AP_155.02FOTIPL
>
> In short, you must submit your appeal to the City Clerk referencing the applicable UDC sections, explaining the reasons you believe the Planning Commission decision was made in error, and how you were adversely affected. It does not have to be a long appeal letter. The appeal must be filed within 10 working days of the Planning Commission's denial which I believe makes that deadline today before the City Clerk's office closes.
>
> You can either submit the appeal in person at the City Clerk's office or email it to them at cityclerk@fayetteville-ar.gov. I'm copying Jessie Masters, the City Planner, as well as the City Clerk's office so they are aware of this potential appeal.
>
> Please let me know if you have any questions.
>
> Thanks,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: (479) 575-8312

From: Niles Allen <allen.niles@yahoo.com>
Sent: Friday, September 19, 2025 4:46 PM
To: City_Attorney <city_attorney@fayetteville-ar.gov>
Subject: RZN 2025-0033 Appeal

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 am writing to appeal the re-zone that was denied for RNZ-2025-0033. I initially inquired about a pre app meeting that would have benefited the direction I would have gone and was told this was not necessary. I would like to present a conceptual site plan and elevations that could help illustrate the idea behind the development. I had spoke to Donna in planning about this project and was to the NC would be the best path for the three single family homes to be on this lot. During the meeting it was suggested that we do two single family home with ADU units which I feel is more impact that what I am proposing. I would like to have the opportunity to one re present this with the conceptual plans or approach RSF 8. I appreciate your consideration on this issue and look forward to hearing back.

Best,

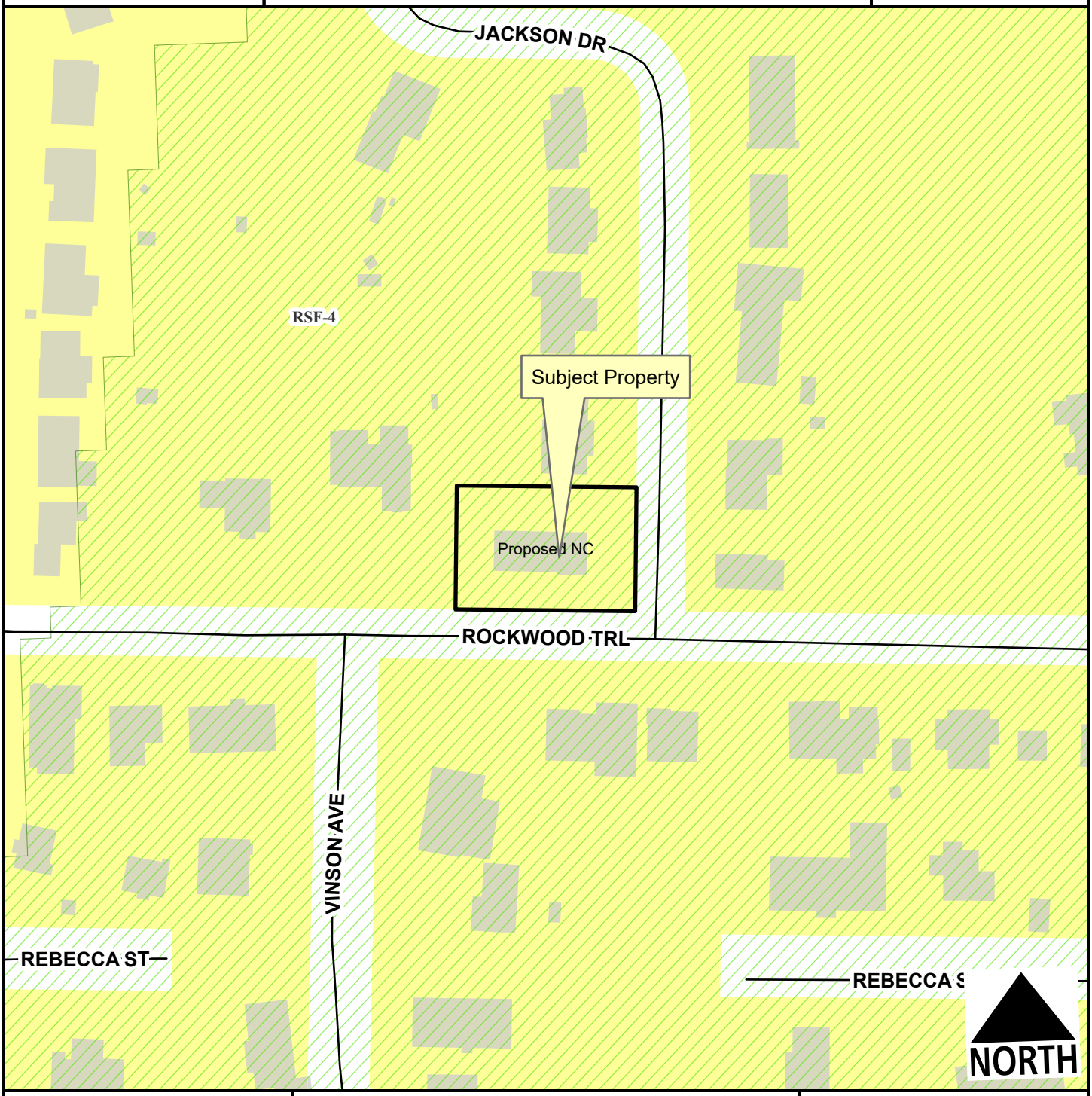
Niles Allen
TS Construction
479-305-1815

RZN-2025-0033

Close Up View

922 E. ROCKWOOD TRL

Exhibit A



Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet

0 40 80 160 240 320

1:1,400

Zone	Current	Proposed
NC	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

GIS Approved
08/04/2025

Exhibit B

922 Rockwood trl Legal description

LOTS ONE (1) AND TOW (2) IN JACKSON HEIGHTS, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AN EX-OFFICIO RECORDER OF WASHINGTON COUNTY , ARKANSAS , LESS AND EXCEPT A STRIP OF LAND FIFTY (50) FEET WIDE ACROSS THE NORTH SIDE OF SAID LOTS

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: September 8, 2025 Updated w/ meeting results

SUBJECT: **RZN-2025-0033: Rezoning (922 E. ROCKWOOD TRL/ CAHOON, 447):** Submitted by NILES EVIN ALLEN HOLDINGS for property located at 922 E. ROCKWOOD TRL. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION

RECOMMENDATION:
Staff recommends denial of **RZN-2025-0033**.

RECOMMENDED MOTION:
*"I move to deny **RZN-2025-0033**."*

BACKGROUND:
The subject area is in central Fayetteville at the corner of the N. Jackson Drive and E. Rockwood Trail intersection and approximately 880 feet east of N. Mission Boulevard. The 0.33-acre subject property is developed with a single-family home that was built in 1961, per Washington County Records. The subject property is located in the Hillside/Hilltop Overlay District and is zoned RSF-4, Residential Single-Family, 4 Units per Acre. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Residential Single-Family	RSF-4, 4 Units per Acre
South	Residential Single-Family	RSF-4, 4 Units per Acre
East	Residential Single-Family	RSF-4, 4 Units per Acre
West	Residential Single-Family	RSF-4, 4 Units per Acre

Request: The request is to rezone the property from RSF-4, Residential Single-family, 4 Units per Acre to NC, Neighborhood Conservation.

Public Comment: Staff has received one public comment that was against this request citing that this would impact trees in the area, be out of character in the area, and invite higher density development.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The property's frontage along E. Rockwood Trail and N. Jackson Drive, both Residential Links, are partially improved with sidewalk, curb and gutter, and

asphalt paving. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject property. There is an existing 8-inch water main on the east side of the subject property along the west side of N. Jackson Drive. Additionally, there is an existing 8-inch water main on the south side of the subject property along the south side of E. Rockwood Trail.

Sewer: Sanitary Sewer is available to the subject property. There is an existing 6-inch sewer main on the south side of the subject property along the north side of E. Rockwood Trail.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 900 linear feet downstream of this property.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 2, located at 138 W North St, protects this site. The property is located approximately 1.2 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: The property falls within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans. No portion of the site falls within a FEMA floodplain, nor is there a protected stream in the area. There are also no hydric soils on the property. Any additional improvements or requirements for drainage will be determined at time of development.

Tree Preservation:

The proposed zoning district of NC, Neighborhood Conservation requires **20% minimum canopy preservation.** The current zoning district of RSF-4, Residential Single-Family, 4 Units per Acre require **25% minimum canopy preservation respectively**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood.**

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting

corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4-5** for this site, with a weighted score of **4.5.** The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station 2, 138 W North St.)
- Near Sewer Main (6-inch main E. Rockwood Trail.)
- Near Water Main (8-inch main N. Jackson Drive; 8-inch main E. Rockwood Trail)
- Near City Park (Mount Sequoyah Woods)
- Near Paved Trail (Rebecca Street Trail and Side-Path Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **The subject property is adjacent to RSF-4-zoned single-family properties to the north, east, south, and west. To introduce NC in the area would be a marked difference to the established character of the area as it would introduce out-of-character standards and allowances. NC and RSF-4 are similar as both districts allow for the by-right use of single-family. The largest difference are the conditional uses allowed for NC with two- to four-family residential units as well as less-intensive commercial. These potential allowances could introduce diverse housing opportunities in an otherwise homogeneous detached single-family area. NC requires significantly less to develop as lots 4,000 sqft with a 40-foot lot width. RSF-4 requires more space with 6,000 (HHOD) to 8,000 sqft lot area with 60 (HHOD) to 80 feet required for lot width. In addition, NC has a 10 unit per acre density maximum compared to RSF-4's 4 units. With NC's smaller lot requirements and with the property's size, this property could be divided into 3 lots. No other property in the area is comparable to NC's small lot requirements, highlighting how much the neighborhood's character could change with the proposed rezoning. Another marked difference between the two zoning districts would be the introduction of a 0 to 25-foot build-to-zone, furthering altering the established standard setback character. Staff finds the requested rezoning to be incompatible with surrounding land uses as it introduces diversity in a standardized area.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. Areas with this designation are intended for diverse residential development opportunities, that both RSF-4 and NC can allow through a conditional use (e.g., two-family residential). Appropriate infill could likely be achieved under the property's existing zoning designation, with the by-right addition of accessory dwellings, and the ability to subdivide the existing lot into two lots without having to rezone or seek conditional use. Staff finds that the requested rezoning would allow for the creation of more homes on**

the lot while introducing additional housing types, but argues that it may be more appropriate to develop the site in a manner that is more consistent in size and scale with the surrounding properties.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Although rezoning from RSF-4 to may support several goals of City Plan 2040, staff finds that there is insufficient justification to rezone the property as it may alter the neighborhood's character too negatively.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from RSF-4 to NC does have the potential to slightly increase traffic danger and congestion due to a minor increase in density, however the size of the parcel at 0.33 acres will limit the density on the site. Access management will be reviewed at the time of development.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to slightly alter the population density since it would allow for additional single-family residential development. However, the property currently has access to public streets, water, and sewers, and any necessary improvements would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Staff recommends denial of RZN-2025-0033.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **September 8, 2025** ❒ **Tabled** ❒ **Forwarded** ❒ **Denied**

Motion: Payne

Second: Garlcok

Vote: 5-3-0 (Brink, McGetrick, and Castin voted in dissent to approve the item)

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.29 - Neighborhood Conservation
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Applicant Request Letter
- Public Comment

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
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 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
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 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(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	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses*.

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Front	Side	Rear
15 feet	5 feet	15 feet

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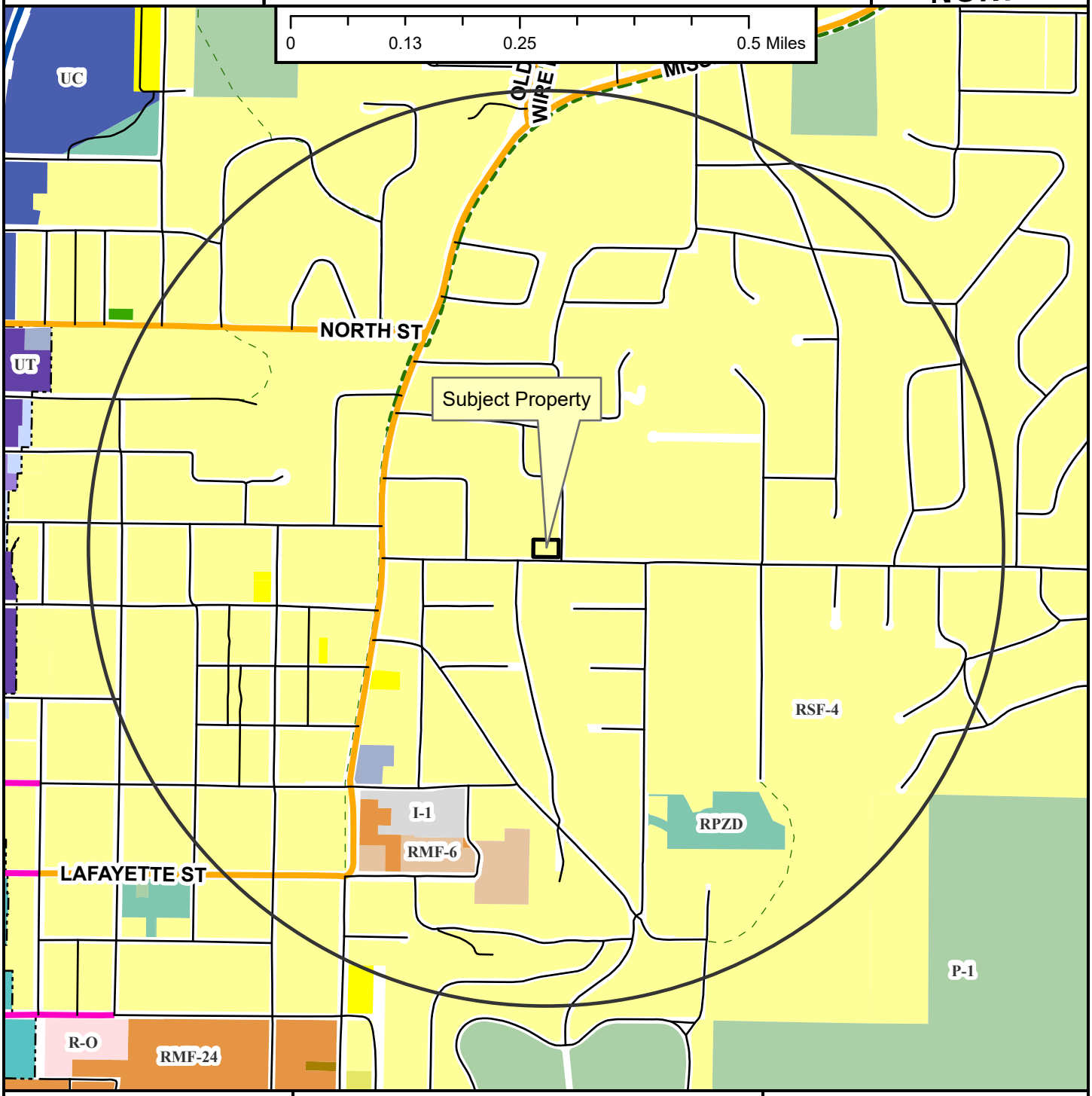
RZN-2025-0033

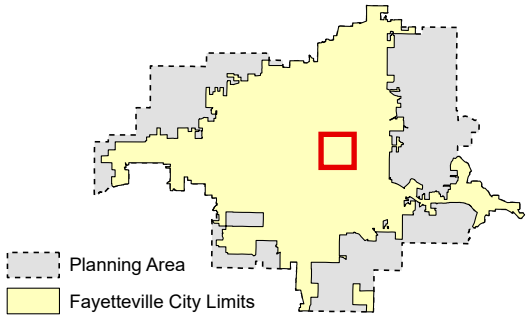
One Mile View

922 E. ROCKWOOD TRL

NORTH



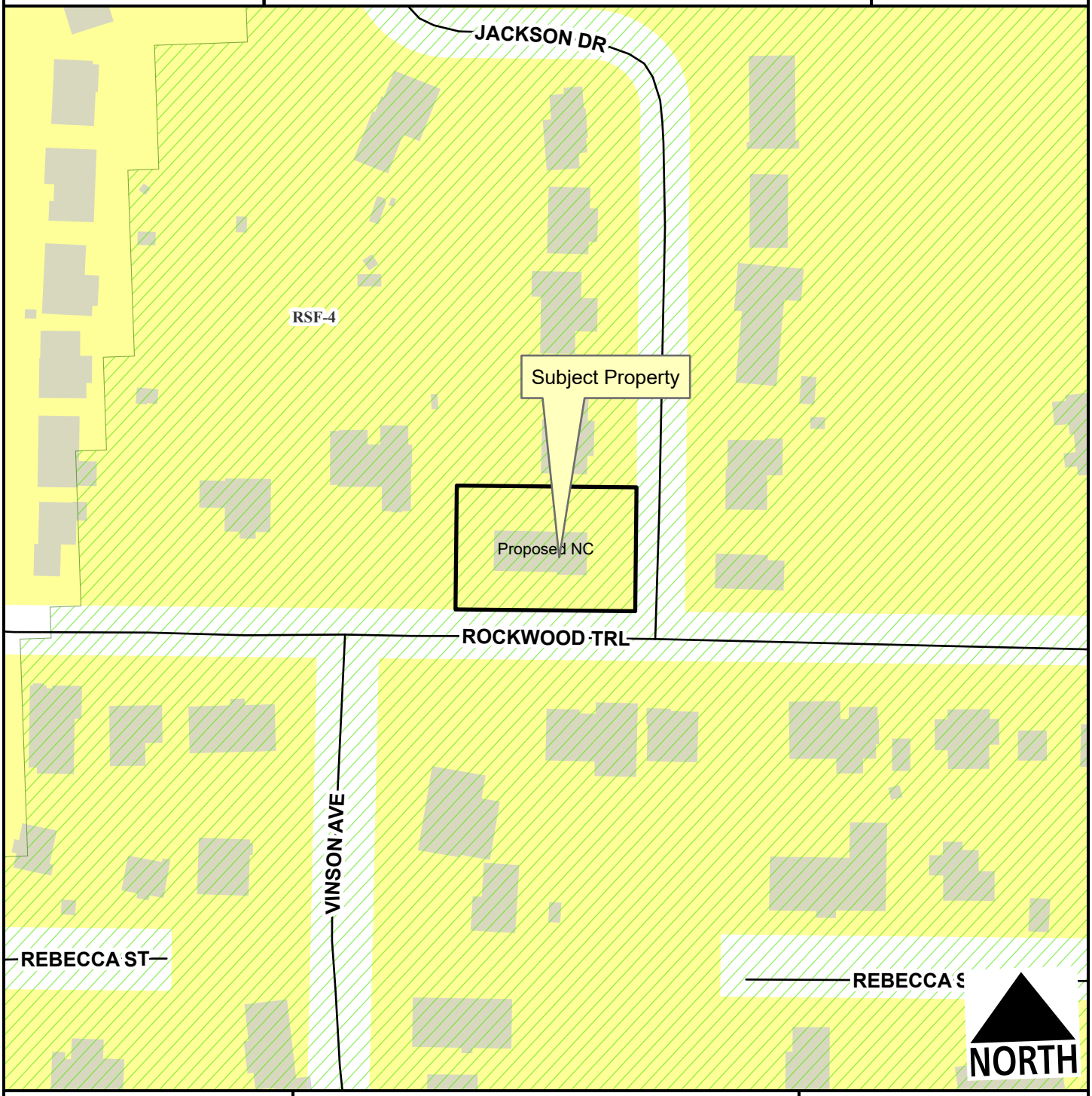
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2025-0033

Close Up View

922 E. ROCKWOOD TRL



Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet
0 40 80 160 240 320
1:1,400

Zone	Current	Proposed
NC	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

RZN-2025-0033

Current Land Use

922 E. ROCKWOOD TRL

NORTH

- Neighborhood Link
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

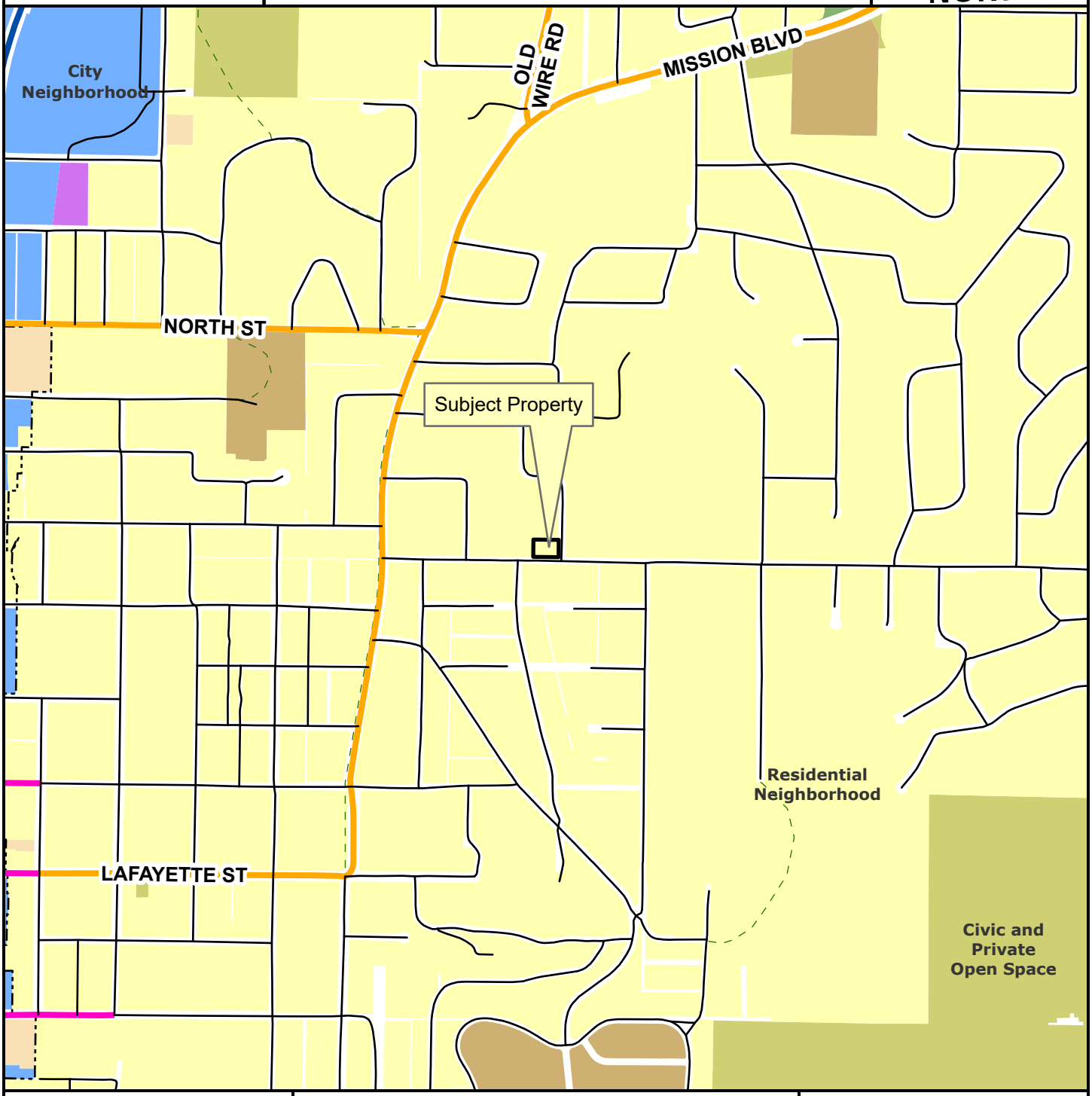
- 100-Year Floodplain
- Floodway

RZN-2025-0033

Future Land Use

922 E. ROCKWOOD TRL

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

Niles Allen

TS Construction

768 Tuttle rd

Elkins Ar, 72727

479-305-1815

Allen.niles@yahoo.com

Date: 6/25/2025

To:

Fayetteville Planning Commission

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

Subject: Rezoning Request – From RSF-4 to Neighborhood Conservation (NC)

Dear Planning Commission,

I am writing to respectfully request a rezoning of a parcel located at [Insert Property Address or Parcel ID], currently zoned RSF-4 (Residential Single-Family, 4 units per acre), to Neighborhood Conservation (NC). The property consists of approximately 0.334 acres and is located within an established residential area of Fayetteville.

This request is rooted in a commitment to thoughtfully contribute to Fayetteville's growing housing needs while embracing the existing character and fabric of the neighborhood. Our goal is to develop tasteful,

context-sensitive single-family homes that align with the architectural identity of the area and promote long-term neighborhood vitality.

Rezoning to Neighborhood Conservation would allow us to maintain a walkable, human-scale streetscape while adding critically needed housing in a way that respects the surrounding built environment. Our design approach prioritizes compatibility, sustainability, and a deep appreciation for the community's values.

We believe this proposal supports the city's mission to encourage responsible infill development, expand housing opportunities, and preserve neighborhood integrity.

Thank you for considering this request. I would welcome the opportunity to meet with staff or commission members to discuss the project in more detail and answer any questions.

Warm regards,

Niles Allen

Developer

Frank, Wes

From: Henry Renegar <henryrenegar@sbcglobal.net>
Sent: Tuesday, September 2, 2025 4:46 PM
To: Frank, Wes; renegar@uark.edu; Masters, Jessica
Subject: RZN-2025-0033 for 922 E. Rockwood Trail

Follow Up Flag: Follow up
Flag Status: Flagged

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 Wesley,

My name is Henry Renegar, and my wife and I live at 925 E Rockwood Trail across the street from 922 E Rockwood Trail. We have called Fayetteville home since 1988. We purchased our land on Rockwood Trail in 1990, and we built our current home on this land in 2005.

After seeing the City Planning sign across the street last week, we went to the Fayetteville Planning Office and spoke with Jessie Masters this past Friday to understand the details of the rezoning request. Jessie explained to us that the owner of the 922 E Rockwood Trail property is seeking to rezone the property so that three homes can be built on the parcel which is approximately 1/3 acre.

We are opposed to this rezoning for the following reasons:
1. Placing three homes on such small lots would not be consistent with the neighborhood layout and it would change the appearance and character of the neighborhood. Rockwood Trail along with the roads that feed into Rockwood Trail comprise a neighborhood with a very unique character. With lots of trees, lots of green space between the roads and the homes, fantastic sunsets, and an eclectic blend of home architectures than run the gambit from simple ranch-style to classic E. Faye Jones, the Rockwood Trail area has a personality that is unique to Fayetteville.
2. Constructing three homes on this land would require that most if not all of the large old growth trees on the property be removed. There are several oak trees on the petitioned property that are well over 100 years old. We had an oak tree in our back yard that died a few years ago that the arborist counted 169 rings on when it was taken down. A big part of the beauty of Mt. Sequoyah and the Rockwood Trail area is the tree cover. There aren't a lot of places left where folks can have breakfast on the back patio or deck while enjoying the shade of 169 year-old trees.
3. Granting the rezoning request for 922 E Rockwood Trail could set a precedent for high density home development that could propagate to other areas of the neighborhood. The end result will be older homes with large lots being purchased by developers to be razed and replaced with multiple smaller homes.

Certainly, any homeowner or landowner has the right to build and develop their property within the established guidelines of the neighborhood and the city. However, a single property owner does not have the right to change the entire character of a neighborhood without the approval of the community. Building high density housing on Rockwood Trail would be analogous to building the same thing on Washington Street in the historic district or building this type of development around the Mt. Sequoyah Assembly. Both of these example neighborhoods are adjacent to the Rockwood Trail Mountain View neighborhood. The end result of rezoning 922 E Rockwood Trail to increase the home density will not be more affordable housing in Fayetteville. The result will be the razing of ancient tress that cannot be replaced in our lifetime, the setting of a precedent for

high density home construction in an older established neighborhood, and the destruction a unique neighborhood character that, along with the other older neighborhoods, helps make Fayetteville such a desirable place to live.

My wife and I request that these issues be considered and that the rezoning request RZN-2025-0033 for 922 E. Rockwood Trail be rejected.

Sincerely,

Henry and Jefferie Renegar

925 E. Rockwood Trail
Fayetteville, AR 72701
479-841-9187