



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-26

PZD-2024-0003: Planned Zoning District (215 N. WEST AVE/PARK HOTEL, 484): Submitted by PRISM DESIGN STUDIO for property located at 215 N. WEST AVE. in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 0.60 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-03 FOR APPROXIMATELY 0.60 ACRES LOCATED AT 215 NORTH WEST AVENUE IN WARD 2 FROM MSC, MAIN STREET CENTER TO A PLANNED ZONING DISTRICT

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 MSC, Main Street Center to a Planned Zoning District.

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.



MEETING OF MAY 7, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **PZD-2024-0003: Planned Zoning District (215 N. WEST AVE/PARK HOTEL, 484): Submitted by PRISM DESIGN STUDIO for property located at 215 N. WEST AVE. in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 0.60 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', 'B', 'C', and 'D'.

BACKGROUND:

The subject property is in downtown Fayetteville, on the south side of the West Avenue Civic Plaza, which is currently under construction. The West Avenue Civic Plaza is a portion of the overall 2019 Bond Project that funded the development of the Cultural Arts Corridor, which included improvements to the Fay Jones Woods, West Avenue, and the development of a parking deck for replacement parking. The property is currently zoned MSC, Main Street Center, and while recently owned by the City of Fayetteville, was sold to the current property owner for the development of a hotel with contractual terms outlining, among other items, the required development entitlement and potential use allowances. Containing approximately 0.6 acres, the property is currently improved with a remnant of a parking lot and a portion of the Razorback Greenway.

Proposal: The applicant requests to rezone the property to a Planned Zoning District (PZD) with one Planning Area as described below:

- Planning Area #1 – 0.60 acres: The intention of this planning area is to allow for the construction of a 120-room hotel and mixed-use development at the southern end of the South Civic Plaza that is currently under construction. The PZD proposes to allow primarily commercial uses, with a maximum building height of 8 stories. The applicant has indicated that the building height will be at the maximum 8 stories only in areas where a basement will exist. Multi-family residential uses are also permitted in this PZD with no stated density maximum. Fire access, valet drop-off, and a shared use trail will be developed with the overall proposal, but will be included on a separate property which is not under zoning consideration with this proposal.

Public Comment: Staff has not received any public comment on the item.

Land Use Compatibility: Staff finds the applicant's request to be compatible with existing surrounding land uses. The property is currently zoned MSC, Main Street Center, which is a dense and intense zoning district

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

intended for urban areas within Fayetteville. The applicant's request is in some ways a downzoning, in that it will limit the permitted uses that are typically allowable in the current zoning district (removing single-, two-, three-, and four-family dwellings by right, and some auto-oriented uses), but it does propose a higher building height than is permitted in the current zoning district. Staff finds that the proposed building height of 8 stories would not be out of character for the area since the surrounding areas are permitted to construct buildings up to 7 stories by-right. In evaluating the contract that was approved through Resolution 251-23, the intention was for the building height to be 7 stories. However, there does not appear to be any language within that document requiring that maximum. Existing building heights in the area are varied, though the tallest buildings in the area range between 5-7 stories. Since the property does not currently have much immediate street frontage, staff does not find that 8 stories would overwhelm the public right-of-way realm; further, the building height is also offset by a significant amount of open space to the north with the development of the Civic Plaza and rights-of-way totaling approximately 100 feet to the west.

Land Use Plan Analysis: Staff finds that the request is consistent with the City's land use and zoning plans. Further, staff finds that the applicant's request is substantially compliant with the contract that was executed by the Mayor and approved by City Council through Resolution 251-23. Excerpts of that contract are provided for in the attached Planning Commission report. The project is inherently an infill project (City Plan goal #1), in that it represents the redevelopment of a parking lot into a higher intensity use.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a high infill score for the subject property of 11. The elements vary by the area of the property being considered, and include the following:

- Adequate Fire Response (Station #1, 303 W. Center Street)
- Near Sewer Main (12" W. Spring Street)
- Near Water Main (6" W. Spring Street)
- Near Public School (Washington Elementary)
- Near U of A Campus (Main campus)
- Near City Park (Civic Plaza, Lower Ramble)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (Spring at Theatre Square)
- Near Razorback Bus Stop (West Avenue at Walton Arts Center)
- Within Master Plan Area (Downtown Master Plan)
- Sufficient Intersection Density (140 intersections/square mile)

DISCUSSION:

At the April 8, 2024 Planning Commission meeting, a motion to forward with a recommendation of approval from Commissioner Garlock was unanimously approved with a vote of 7-0-0. Commissioner Brink had questions about how this project affected the adjacent property to the south, with a primary concern for its associated parking and the existing trail. The applicant clarified the plans for the trail realignment and the parking plan and indicated that all the shown parking would serve the adjacent property, and not the hotel. No other comments or questions were offered by the Commission. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Exhibit C - PZD BOOKLET (#6), Exhibit D - CONDITIONS OF APPROVAL (#7), Planning Commission Staff Report (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING: April 8, 2024 **Updated with results from 4/8/2024 PC Meeting**

SUBJECT: **PZD-2024-0003: Planned Zoning District (215 N. WEST AVE/PARK HOTEL, 484):** Submitted by PRISM DESIGN STUDIO for property located at 215 N. WEST AVE. The property is zoned MSC, MAIN STREET CENTER and contains approximately 0.60 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:
Staff recommends forwarding **PZD-2024-0003** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
“I move to forward **PZD-2024-0003** to City Council with a recommendation of approval, with conditions as outlined by staff.”

BACKGROUND:
The subject property is in downtown Fayetteville, on the south side of the West Avenue Civic Plaza, which is currently under construction. The West Avenue Civic Plaza is a portion of the overall 2019 Bond Project that funded the development of the Cultural Arts Corridor, which included improvements to the Fay Jones Woods, West Avenue, and the development of a parking deck for replacement parking. The property is currently zoned MSC, Main Street Center, and while recently owned by the City of Fayetteville, was sold to the current property owner for the development of a hotel; this was also part of the original proposal for the Cultural Arts Corridor. Containing approximately 0.6 acres, the property is currently improved with a parking lot and a portion of the Razorback Greenway. Surrounding land uses and zoning is depicted in *Table 1*.

Table 1: Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Under Construction/ West Avenue Civic Plaza	MSC, Main Street Center
South	Mixed-Use/Commercial and Multi-Family Residential	MSC, Main Street Center
East	Under Construction/ West Avenue Civic Plaza	MSC, Main Street Center
West	Razorback Greenway/Arkansas Missouri Railroad	MSC, Main Street Center

Proposal: The applicant requests to rezone the property to a Planned Zoning District with one Planning Area as described below:

- **Planning Area #1 – 0.60 acres:** The intention of this planning area is to allow for the construction of a 120-room hotel and mixed-use development at the southern end of the

South Civic Plaza that is currently under construction. The PZD proposes to allow primarily commercial uses, with a maximum building height of 8 stories. The applicant has indicated that the building height will be at the maximum 8 stories only in areas where a basement will exist. Multi-family residential uses are also permitted in this PZD with no stated density maximum. Fire access, valet drop-off, and a shared use trail will be developed with the overall proposal, but will be included on a separate property which is not under zoning consideration with this proposal.

Public Comment: Staff has not received any public comment on the item.

INFRASTRUCTURE:

Streets: The subject property has limited frontage to W. Spring Street. W. Spring Street is an improved urban center street with asphalt paving, curb and gutter, drainage infrastructure, and sidewalk at back of curb along the subject property's frontage. Any street improvements required in these areas would be determined at the time of development proposal, as well as any improvements for drainage.

Water: Public water is available to the subject property. There is an existing 6-inch water main present in W. Spring Street. There is also an existing 8-inch water main present in S. West Avenue. The applicant is indicating that they will connect to the 8-inch water main, and a main extension will be required at time of development.

Sewer: Sanitary sewer is available to the subject area. There is an existing 12-inch sanitary sewer main present in W. Spring Street. A downstream sewer capacity analysis in accordance with the current edition of the City's Standard Specifications for Design and Construction of Water Lines and Sewer Lines may be required with the development submittal to determine if there is adequate capacity within the existing sewer system. The developer shall perform any downstream sewer upgrades to accommodate any additional capacity necessitated by the development.

Drainage: Tanglewood Branch is present in the subject area; however, this portion of the protected stream has been fully enclosed in a culvert since before the adoption of the Streamside Protection Ordinance. Typically, this "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited. No portion of the site lies within the HHOD, a FEMA floodplain, and there are no hydric soils present in the area.

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 1, located at 303 W. Center St., protects this site. The property is located approximately 0.3 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 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.

The planned roundabout on Spring Street, south of the project, will need to meet apparatus access widths and radius, with fire lane parking restrictions and mountable curbs as this will be Fire access for the project as well as the north access to the existing Metro Building and associated apartments.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed PZD, Residential Planned Zoning District, requires **25% minimum canopy preservation**. The current zoning district MSC, Main Street Center, requires **10% 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 **City Neighborhood and Civic Institutional**.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

Civic Institutional Areas are dedicated for buildings generally operated by not-for-profit organizations dedicated to culture, government, education or transit and municipal parking.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a low infill score for the subject property of **11**, which translates to a weighted score of **15.5**. The elements vary by the area of the property being considered, and include the following:

- Adequate Fire Response (Station #1, 303 W. Center Street)
- Near Sewer Main (12" W. Spring Street)
- Near Water Main (6" W. Spring Street)
- Near Public School (Washington Elementary)
- Near U of A Campus (Main campus)
- Near City Park (Civic Plaza, Lower Ramble)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (Spring at Theatre Square)
- Near Razorback Bus Stop (West Avenue at Walton Arts Center)
- Within Master Plan Area (Downtown Master Plan)
- Sufficient Intersection Density (140 intersections/square mile)

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 applicant's request to be compatible with existing surrounding land uses. The property is currently zoned MSC,**

Main Street Center, which is a dense and intense zoning district intended for urban areas within Fayetteville. The applicant's request is in some ways a downzoning, in that it will limit the permitted uses that are typically allowable in the current zoning district (removing single-, two-, three-, and four-family dwellings by right, and some auto-oriented uses), but it does propose a higher building height than is permitted in the current zoning district. Staff finds that the proposed building height of 8 stories would not be out of character for the area since the surrounding areas are permitted to construct buildings up to 7 stories by-right. In evaluating the contract that was approved through Resolution 251-23, the intention was for the building height to be 7 stories. However, there does not appear to be any language within that document requiring that maximum. Existing building heights in the area are ranging, though the tallest buildings in the area range between 5-7 stories currently. Since the property does not currently have much immediate street frontage, staff does not find that 8 stories would overwhelm the public right-of-way realm; further, the building height is also offset by a significant amount of open space to the north with the development of the Civic Plaza.

Land Use Plan Analysis: Staff finds that the request is consistent with the City's land use and zoning plans. Further, staff finds that the applicant's request is substantially compliant with the contract that was executed by the Mayor and approved by City Council through Resolution 251-23. Excerpts of that contract are provided for in the attachments. The project is inherently an infill project (City Plan goal #1), in that it represents the redevelopment of a parking lot into a higher intensity use.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning is justified based on the executed agreement between the City and the current owner. Resolution 251-23, which was approved by City Council on November 7, 2023. The terms of the contract required that a PZD be presented no later than July 1, 2024.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed PZD is not likely to have a significant impact on traffic danger or congestion in the area. The proposed uses represent a downzoning, and staff does not find that the proposed rezoning would alter the traffic patterns in the area to an undesirable 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 RPZD would not alter the population density in a way that would undesirably increase the load on public services. Any impacts to water, sewer, and street infrastructure are required to be borne by the developer. While the PZD would allow for residential uses, staff finds that the

ultimate plan is to construct a hotel on the property. Fayetteville Public Schools did not offer comment on the 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

Sec. 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: As outlined in previous findings, staff finds that the proposal is generally in line with the factors that may be considered with a Planned Zoning District.

The architectural design standards will be ultimately reviewed for at the time of a development proposal, but staff finds that the proposed materials, precedent images, and overall form meets the spirit and intent of the architectural design standards as outlined in code.

RECOMMENDATION: Staff recommends forwarding **PZD-2024-0003** to City Council, with a recommendation of approval, with conditions as outlined below.

Conditions of Approval:

1. Revise the PZD booklet and plans to reflect the following:
 - a. (Page 5). Provide information regarding parking study performed by Kimley Horn and the date when it was presented to the Planning Commission. Otherwise, remove reference to this from the booklet, or revise to indicate the correct City Board or Commission that it was presented to.
 - b. Provide information (date and specific feedback) for when this hotel proposal was presented to the Planning Commission and a desire expressed to see this area rezoned as a PZD. Otherwise, remove reference to this from the booklet.
2. Any proposed lots without frontage shall provide adequate access for water, sewer, and emergency services; and
3. Proposed fire apparatus access roads shall meet requirements as stated by all applicable fire codes.

Planning Commission Action:	<input checked="" type="checkbox"/> Forwarded	<input type="checkbox"/> Tabled	<input type="checkbox"/> Denied
Meeting Date: <u>April 8, 2024</u>	with all conditions as recommended by staff		
Motion: Garlock			
Second: Brink			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

Attachments:

- Excerpt: Resolution 251-23
- Urban Forestry Memo
- Applicant Request Letter
- PZD Booklet
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map



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

Resolution: 251-23

File Number: 2023-1171

REINDL PROPERTIES, INC. (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REAL ESTATE PURCHASE CONTRACT WITH REINDL PROPERTIES, INC. FOR THE SALE OF APPROXIMATELY 0.5 ACRES OF CITY PROPERTY IN THE SOUTH END OF THE CIVIC PLAZA FOR THE AMOUNT OF \$1,247,455.00

WHEREAS, in October 2022, the City Council approved Resolution 256-22 authorizing the Mayor to sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc. for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza; and

WHEREAS, Mayor Jordan recommends that the City Council approve the terms of the sale set out in the real estate purchase contract negotiated with Reindl Property, Inc.

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 Jordan to sign a real estate purchase contract with Reindl Properties, Inc., a copy of which is attached to this Resolution, for the land sale of approximately 0.5 acres in the amount of \$1,247,455.00, and further authorizes the Mayor to execute all closing and other documents necessary to effectuate the sale.

PASSED and APPROVED on November 7, 2023

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF NOVEMBER 7, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: Resolution authorizing a Real Estate Purchase Contract with Reindl Properties, Inc. for the Construction of a mixed-use building on the Ramble/Cultural Arts Corridor Civic Plaza

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the mayor to sign the Real Estate Purchase Contract that includes terms of the development agreement with Reindl Properties, Inc., for the land sale of approximately .5 acres in the amount of \$1,247,455.00 and authorize the mayor to execute all closing documents.

BACKGROUND:

Schematic design for the Ramble Civic Plaza, a 2019 voter approved downtown revitalization project, focused on the West Avenue civic space. The vision for the civic space was completed in January 2019, following a series of public design charettes. The design chosen by participants who engaged in the process consists of a gathering and event lawn, public plaza, garden spaces, and a civic promenade, with two buildings bordering the site on the north and south ends, as bookends of the plaza. The southern building will be integral to the site, as a backdrop for what will become a stage and performance area for the plaza. Additionally, the building will provide public restrooms accessible from the Razorback Greenway and Civic Plaza storage space within the ground floor.

A Request for Proposals (RFP) process solicited competitive development proposals for a public private partnership to build the southern anchor building on the West Avenue Civic Plaza. The RFP asked for an approximately 14,300 square foot building footprint with a height limit of seven stories and three primary facades. Additionally, the city requested that the building be constructed of high-quality and lasting materials that are complimentary to the overall aesthetic of the site and the emergent Arts and Entertainment District. The RFP, issued in August 2021, was advertised on several platforms, including on the Costar website which provides market-leading research on commercial real estate properties in nearly all markets and sub-markets. The RFP was downloaded by over 100 interested parties. A non-mandatory pre-proposal conference held in September, 2021 was attended by over 30 participants.

Additional Background:

Key to the design and planning of the overall spaces are the public private partnerships that can help activate the space and provide a mixed use, sales tax generating, downtown development project to complement the city's investment in The Ramble. Partners are both private developers and philanthropic support efforts.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Initial design for this transformative project was made possible by a 2017 grant from the Walton Family Foundation's Design Excellence Program. Award-winning landscape architects Nelson Byrd Woltz (NBW) were selected to design the corridor with the primary goals of:

- Increasing public access and strengthening the surrounding neighborhood,
- Leveraging the connected trail network,
- Demonstrating a commitment to sustainability, and
- Embodying an innovative spirit, encouraging visitors and residents to engage with the space in new ways.

There are five primary elements included in plans for the Cultural Arts Corridor bond project: The West Avenue Civic Space, West Avenue streetscapes, The Fay Jones Woods, The Razorback Greenway, and a new parking deck one block north of the corner of West Ave. and Dickson Street. In April 2019, citizens of Fayetteville voted to authorize a \$31,685,000 bond for construction of the Cultural Arts Corridor Improvements.

Arts Corridor improvements to the Fay Jones Woods, the southern portion of the Razorback Regional Greenway, and the southern portion West Ave. began in September 2020 with construction completed in September, 2022. Construction of the new parking deck began in January 2022 with completion planned in October of 2023. In June 2021, after a 5-month public renaming process, the City announced The Ramble as the new name for the Cultural Arts Corridor.

On October 26, 2021, the City of Fayetteville accepted proposals for the southern anchor building on the Civic Plaza. One proposal was received from Reindl Properties that included a project team with a passion for high-quality construction, human-scaled design, craftsmanship, efficiency, and love of community. Their team includes:

- Brian Reindl - Developer and owner of the adjacent Metro Building along with several other properties in and around downtown Fayetteville.
- Rob Sharp - Architect and designer of several Fayetteville projects including: Three Sisters Building, Mill District, The Dickson Building and most recently the Network Building, which was designed to be the first net zero mixed-use building in Fayetteville.

The LOI specifies that the final development agreement includes a termination and buy back clause requiring Reindl properties to start construction on the new building within 12 months of the completion of the Civic Space. Also, Reindl Properties met with organizations for additional community input on the ways in which the proposed building will interact with the plaza and civic space.

As indicated in the LOI renderings, the proposed mixed-use building will be substantial and striking. The building's proposed uses will increase the liveliness of the adjacent Civic Plaza and attract visitors to the downtown. Hotel guests will eat, shop and recreate in the area, providing benefit to many existing local businesses. Initial analysis shows that the project would provide approximately \$300,000 per year in sales and HMR taxes to the City plus another \$63,000 per year in property tax to the City of Fayetteville for the general fund, library and fire and police departments. The construction impact of this \$40 million construction project will approximately yield another \$175,000 in sales tax revenue.

On October of 2022, Council passed Resolution 256-22 Authorizing the Mayor to Sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc., for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza.

DISCUSSION:

Since the approval of the Resolution:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

- City staff and design consultants with Nelson Byrd Woltz have worked with Reindl Properties to finalize the building footprint in relationship to the trail relocation and relative to the final design of the Civic Plaza.
- Staff has worked with Reindl Properties to secure independent third-party appraisals. The City provided to Reindl a list of 5 appraisal firms with experience in commercial real estate. From that list, Reindl selected three firms. The 3 firms provided certified property value reports. The average of the 3 was used for the agreed to values.
- Major terms and conditions for a proposed Agreement are included in this Real Estate contract as Drafted by Vicki Bronson of Connors and Winters Law Firm.

BUDGET/STAFF IMPACT:

Revenues will be recognized after the closings. Net proceeds from this real estate contract will be applied to the Restrooms/Storage located in the building, and Civic Plaza Improvements.

ATTACHMENTS: Copy of SRF-Real Estate Purchase Agreement South Civic Plaza (#3), Real Estate Purchase Contract (City Reindl) Redline 9-27-23 (002) (#4), Exhibit 1 (#5), Appraisals and Summary South Civic Plaza (#6), 601 W Center St Deed (#7), 256-22 RESOLUTION (#8), Exhibit 2 South Elevation (#9), Exhibit 3 Fay Park Hotel - North Rendering (#10), Exhibit 3 Fay Park Hotel - City Storage (#11), Exhibit 3 Fay Park Hotel - City Toilets (#12), 20231012 REVISED Exhibit 3 Fay Park Hotel level 1 (#13), 20231012 REVISED Exhibit 3 Fay Park Hotel Level 2 (#14), 20231012 REVISED Exhibit 2 Fay Park Hotel - South Rendering (#15), 20231012 Attachment Fay Park Hotel Progression Summary (#16), REAL ESTATE PURCHASE CONTRACT - revised 10-12-23 (#17), COF Letter with Parking Study (#18), Hotel Valet Lot Layout (#19), Survival of Contractual Obligations, Representations, and Agreements as Restrictive Covenants (#20), REAL ESTATE PURCHASE CONTRACT (City Reindl) revised 10-17-23 clean (#21), Ramble Hotel Letter of Support (#22), Exhibit A Site Plan (#23), Exhibit B Floor Plans (#24), Exhibit C Conceptual Building Design and Materials (#25), Real Estate Purchase Contract (City Reindl) Revised 11-2-23 (#26), Letter of Support- Mycelium Networks (#27), Letter of Support- Acre Trader (#28), Letter of Support - Startup Junkie Consulting (#29), Letter of Support - Cato Springs Development (#30)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1171

Resolution authorizing a Real Estate Purchase Contract with Reindl Properties, Inc. for the Construction of a mixed-use building on the Ramble/Cultural Arts Corridor Civic Plaza

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A REAL ESTATE PURCHASE CONTRACT WITH REINDL PROPERTIES, INC. FOR THE SALE OF APPROXIMATELY 0.5 ACRES OF CITY PROPERTY IN THE SOUTH END OF THE CIVIC PLAZA FOR THE AMOUNT OF \$1,247,455.00

WHEREAS, in October 2022, the City Council approved Resolution 256-22 authorizing the Mayor to sign the Letter of Intent Defining Development Agreement terms with Reindl Properties Inc. for a Public Private Partnership for Construction of the Mixed-Use building at the Ramble Civic Plaza; and

WHEREAS, Mayor Jordan recommends that the City Council approve the terms of the sale set out in the real estate purchase contract negotiated with Reindl Property, Inc.

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 Jordan to sign a real estate purchase contract with Reindl Properties, Inc., a copy of which is attached to this Resolution, for the land sale of approximately 0.5 acres in the amount of \$1,247,455.00, and further authorizes the Mayor to execute all closing and other documents necessary to effectuate the sale.

City of Fayetteville Staff Review Form

2023-1171

Item ID

10/17/2023

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

Wade Abernathy

9/29/2023

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Adopting an Ordinance authorizing the mayor to sign the Real Estate Purchase Contract the includes the terms of the development agreement with Reindl Properties, Inc. for the South Civic Plaza land sale of approximately .5 acres in the amount of \$1,247,455.00 and authorize a Trail Easement purchase in the amount of \$259,084.00

Budget Impact:

Account Number	Fund
Project Number	Project Title
Budgeted Item? 	Total Amended Budget \$ -
	Expenses (Actual+Encum) \$ -
	Available Budget \$ -
Does item have a direct cost? 	Item Cost \$ -
Is a Budget Adjustment attached? 	Budget Adjustment \$ -
	Remaining Budget \$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # **256-22** _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (this “Contract”) is made and executed as of the 29th day of September, 2023, by and between REINDL PROPERTIES, INC. and or Affiliates (“Buyer”) and CITY OF FAYETTEVILLE, ARKANSAS (“Seller”) as follows:

1. THE PROPERTY

For the price and upon and subject to the terms, conditions and provisions set forth in this Contract, Seller shall sell and convey to Buyer and Buyer shall purchase from Seller that certain real estate owned by Seller located adjacent to West Avenue and Spring Street in Fayetteville, Washington County, Arkansas, (the “Property”), in the approximate location as depicted on Exhibit 1 attached hereto, the exact legal description to be determined by survey, together with all Seller’s rights, title and interest in all public and private streets, roads, avenues, alleys and passageways, and all and singular the estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the Property.

2. PURCHASE PRICE

Purchase Price. The purchase price for the Property (“Purchase Price”) shall be One Million Two Hundred Forty-seven Thousand Four Hundred Fifty-five Dollars (\$1,247,455.00,) to be paid in cash at Closing.

3. DEED

On the Closing Date, Seller shall execute a deed to sell and convey to Buyer good and marketable title to the Property by special warranty deed in the form reasonably prescribed by Buyer (the “Deed”), subject to no liens, claims, or encumbrances (“Encumbrances”), except (a) a restriction concerning Prohibited Uses as defined in Paragraph 31; and (b) liens for ad valorem taxes that are not yet due and payable and (c) those title and survey exceptions either waived or approved in writing by Buyer after Buyer’s review of the Commitment, Survey (as those terms are hereinafter defined), and legible copies of all title exception documents identified on the Commitment and Survey (the “Permitted Exceptions”). Title to the Real Property as aforesaid shall be insured by the Title Company as provided in Section 5.

4. SURVEY

Buyer will order an ALTA survey (the “Survey”) within five (5) days of the execution of this Contract. Buyer and Seller will each pay one half of the cost of the Survey. The Survey will include the location and boundaries of the Property and the Public Easement (defined and described in paragraph 30). The Survey and the boundary lines of the areas surveyed therein shall be subject to the mutual agreement of Buyer and Seller.

5. TITLE INSURANCE

Commitment and Title Policy. Within ten (10) business days after the date of this Contract, Seller will order a preliminary title insurance commitment (the “Commitment”) from

Bronson Abstract Company, Fayetteville, Arkansas (the “**Title Company**”) pursuant to which the Title Company shall agree to issue to Buyer, an ATLA owner’s policy of title insurance (the “**Title Policy**”) in the amount of the Purchase Price, insuring marketable fee simple title to the Real Property in Buyer upon recording of the Deed.

Seller’s Title Documents. Seller shall, at Seller’s sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by the Seller, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, “**Seller’s Title Documents**”).

Buyer’s Title Documents. Buyer shall, at Buyer’s sole expense, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Title Company, on or before the Closing Date, such affidavits and other documents approved by Buyer, as the Title Company shall require as a condition to issuance of the Title Policy in the form herein provided (collectively, “**Buyer’s Title Documents**”).

6. TITLE AND SURVEY DEFECTS

Buyer shall have ten (10) days from the receipt of the Title Commitment and copies of documents constituting exceptions to title and the Survey to examine the same and to specify to Seller in writing any matters which Buyer finds objectionable (the “**Encumbrances**”).

Seller shall have thirty (30) days to cure or remove all Encumbrances at its cost and expense. If Seller fails to cause all the Encumbrances to be removed within such 30-day period or if Seller notifies Buyer of its decision not to cure or remove some or all of the Encumbrances, Buyer’s remedy shall be to:

- (i) Terminate this Agreement by giving Seller written notice thereof;
- (ii) Agree to extend additional time to Seller to cure or remove all Encumbrances; or
- (iii) Elect to purchase the Property subject to the Encumbrances and the Encumbrances not so removed or cured shall be deemed Permitted Exceptions and the Purchase Price shall not be reduced by any amount.

7. INVESTIGATION BY BUYER

Buyer has the right to conduct such due diligence as Buyer deems necessary in Buyer’s sole discretion from the date of the execution of this agreement and continuing through five (5) business days prior to Closing; provided, however, Buyer may not conduct any intrusive testing in the subsurface soil or take any bore samples without the prior, written consent of the Seller. If Buyer, in its sole discretion is not satisfied with the results of its due diligence, Buyer may terminate this Contract at any time prior to Closing by providing written notice to Seller, whereupon this Contract shall be terminated and neither party shall have any further obligation to the other party.

8. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer the following through the date hereof and as of the Closing Date to the best of Seller's knowledge:

- 8.1 Except as disclosed to Buyer in writing there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- 8.2 Seller represents and warrants that at the time of acceptance hereof and at Closing, Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.
- 8.3 There are no actions, suits, lawsuits, proceedings, or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use, or operation of any part of the Property pending in or before any court, agency, commission, or board.
- 8.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Seller.
- 8.5 Seller has not received notice from any governmental authority, stating that the Property is currently in violation of any zoning, environmental, or other land use regulations or in violation of any required licenses, registrations, certificates, permits, approvals, or other governmental authorizations relating to the use and operation of the Property. If Seller receives such a notice prior to Closing, Seller shall promptly notify Buyer of such a notice and deliver a copy thereof to Buyer.
- 8.6 Seller has not received any notice relating to its period of ownership of the Property that the Property is in violation of any applicable governmental law, regulation, or requirement relating to environmental or occupational health and safety matters or Hazardous Substances ("Environmental Laws"). As used in this Agreement, the term "Hazardous Substances" means any and all substances, materials, and wastes which are regulated as hazardous or toxic under applicable local, state, or federal law or which are classified as hazardous or toxic under applicable Environmental Laws.
- 8.7 Seller has not stored, processed, or disposed of hazardous or toxic substances on the Property.
- 8.8 No underground storage tanks are located on the Property.

For the purposes hereof, the term "Seller's Knowledge" means the actual knowledge of _____, without any duty of inquiry or investigation.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT DELIVERED BY SELLER, (A) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER IN CONNECTION WITH THE PROPERTY OR THIS TRANSACTION, (B) SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" ON THE CLOSING DATE, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR

REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY, AND (C) SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

9. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller the following through the date hereof and as of the Closing Date to the best of Buyer's knowledge:

- 9.1 Buyer represents and warrants that at the time of acceptance hereof and at Closing, Buyer is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1954.
- 9.2 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against Buyer.
- 9.3 Buyer has full authority to enter into this Contract and fulfill all its obligations pursuant therewith.

"Buyer's Knowledge" means the actual knowledge of Brian Reindl.

10. TAXES AND ASSESSMENTS

No tax prorations will occur because Seller is not subject to real estate taxes. Buyer is responsible for paying all real property taxes and assessments due and payable after the date of Closing.

11. CLOSING COSTS AND ADJUSTMENTS

Seller's Costs. Seller shall pay the cost of (1) one-half of the documentary stamps; (2) the cost of the owner's portion of the title insurance policy; (3) one-half the Title Company's closing fee and document preparation fee; (4) the Title Company's title search fee; (5) all certificates, instruments and documents which Seller is required to deliver or cause to be delivered; (6) one-half of the Survey; (8) one-half of the cost of appraisals required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract; and (7) its legal fees and expenses.

Buyer's Costs. Buyer shall pay the cost of (1) one-half of the documentary stamps; (2) one-half the Title Company's closing fee and document preparation fees; (3) the cost of any loan policy of title insurance including all endorsements required by Buyer's lender; (4) all certificates, instruments and documents which Buyer is required to deliver or cause to be delivered; (5) Buyer's legal fees and expenses; (6) one half of the Survey; and (7) one-half of the cost of any third appraisal required in connection with the Purchase Price of the Property or in connection with the Public Easement as provided in this Contract.

12. CONDEMNATION AND CASUALTY

If, prior to the Closing Date, all or any part of the Property shall be condemned by governmental or other lawful authority such that the remaining property is insufficient for Buyer to construct the Mixed Use Building (as defined below), Buyer shall have the option, exercised by delivery to Seller of written notice of such election on or before the fifteenth (15th) business day following the date on which Buyer receives from Seller written notice of such condemnation of either (a) completing this transaction, in which event (i) there shall be no reduction of the Purchase Price, (ii) Seller shall have no duty to repair or restore, (iii) Seller shall pay to Buyer all condemnation proceeds received by Seller with respect to such condemnation, and (iv) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds, or (b) terminating this Contract.

13. LEASES AND OTHER AGREEMENTS

During the period from the date of this Contract to and including the Closing Date, Seller shall not, without the prior written consent of Buyer enter into a lease of the Property that has a term extending beyond the Closing Date.

14. CLOSING

Closing Date. Provided all conditions to closing set forth in this Contract have been satisfied or waived by Buyer and Seller, and this Contract has not been terminated in accordance with the provisions herein set forth, the transaction contemplated herein shall close within thirty (30) days of the satisfaction or fulfillment of all conditions of closing, or such other date as is mutually agreeable to Seller and Buyer, PROVIDED, however, that if Closing does not occur on or before _____, Seller may, in its sole discretion, terminate this Contract and neither party shall have any further obligations to the other party. Such date for the closing of title is herein called the “**Closing Date**” or such occurrence is called the “**Closing**” or “**closing**”.

Seller’s Deliverables. On or before the Closing Date, Seller shall deliver or cause to be delivered to the Title Company the following: (a) Special Warranty Deed; and (b) Seller’s Closing Statement and such other documents as Title Company may require at Closing and which are approved by the Seller.

Buyer’s Deliverables. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Title Company the following: (a) by federal wire transfer of funds to the Title Company’s escrow account an amount equal to (i) the balance of the Purchase Price due at closing, adjusted as herein provided, plus (ii) the aggregate amount of closing costs for which Buyer is responsible as provided herein, all as shown on Buyer’s closing statement; (b) and Buyer’s Closing Statement and such other documents as Title Company may require at Closing.

15. POSSESSION

Exclusive possession of the Property shall be delivered to Buyer on the Closing Date.

16. BROKERAGE

Seller hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction. Buyer hereby represents and warrants that it has not engaged the services of any real estate agent, broker or firm in connection with the Property or this real estate transaction.

17. SURVIVAL

Except as otherwise set forth herein, all warranties, representations, covenants, obligations, and agreements contained in this Contract shall survive the closing hereunder and the transfer and conveyance of the Property and any and all performances hereunder for a period of six (6) months.

18. TIME

Time is of the essence of this Contract.

19. NO WAIVER

Except as herein expressly provided, no waiver by a party of any breach of this Contract or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by the other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Contract or of any representation or warranty hereunder by such other party, whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Contract or shall prevent the exercise of any right by the first party while the other party continues to be so in default.

20. INSTRUMENTS IN WRITING

No agreement, consent, approval, notice, amendment, modification, understanding, or waiver of or with respect to this Contract or any agreement, instrument, or document entered into pursuant to or with respect to this Contract, or any term, provision, covenant, or condition hereof or thereof, nor any approval or consent given under or with respect to any of the foregoing, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

21. NOTICES

Any and all notices, requests, demands, or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefor, by facsimile delivery (with confirmation by hard copy), by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the

sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

If to Buyer: Reindl Properties, LLC
Attn: Brian Reindl
509 W Spring St, Ste 310
Fayetteville, AR 72701
greaterproductions@gmail.com

With copy to:
Reed Law Firm, P.A.
3301 S. Market St, Ste 211
Rogers, AR 72758
chris@reedlaw-planning.com

If to Seller:
City of Fayetteville
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701
Mayor@fayetteville-ar.gov

With a copy to: Vicki Bronson
Conner & Winters, LLP
4375 N. Vantage Dr., Suite 405
Fayetteville, AR 72703
vbronson@cwlaw.com

Either party may designate a different address or addresses for itself by notice similarly given. Any notice given by registered or certified mail shall be deemed to have been given on the third day after the same is deposited in the mail, and any notice not so given shall be deemed to have been given upon receipt of the same by the party to whom the same is to be given.

22. ENTIRE AGREEMENT

This Contract contains the entire agreement with respect to the transactions contemplated herein, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the same, and neither party is relying on any representation or statement not specifically contained herein.

23. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Arkansas.

24. ESTOPPEL

Each party confirms and agrees that (a) it has read and understood all of the provisions of this Contract; (b) it has negotiated with the other party at arm's length with equal bargaining power; and (c) it has been advised by competent legal counsel of its own choosing.

25. JOINT PREPARATION

This Contract is deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

26. ASSIGNMENT

Neither party may assign this contract without the prior written consent of the other party.

27. WAIVER OF JURY TRIAL

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT.

28. ATTORNEYS FEES

If either party is required to bring litigation to enforce its rights under this contract, the prevailing party shall be entitled to recover its attorney's fees and costs, including expert witness fees.

29. CONTINGENCIES

In addition to any other conditions or contingencies contained herein, the parties' obligations to close on this transaction are conditioned upon satisfaction of the following conditions on or prior to Closing:

- A. Buyer and Seller's approval of the Survey.
- B. Buyer and Seller's approval and execution of a Development Agreement concerning the Mixed-Use Building as more particularly described in Paragraph 31.
- C. Buyer and Seller's approval and Buyer's execution of the Public Easement, as more particularly described in Paragraph 30.
- D. Buyer's execution and delivery to Seller of a perpetual easement for the use of the City Restrooms and Storage Space as provided in Paragraph 31.

30. ADDITIONAL CONSIDERATION

As additional consideration for the transactions contemplated herein Buyer agrees to grant a permanent easement to Seller for pedestrian walking and biking trails ("**Public Easement**") located across real property currently owned by Buyer adjacent to the Property. The exact location of the Public Easement shall be determined by the Survey. In consideration for Buyer's conveyance of the Public Easement, Seller will pay Buyer Two Hundred Fifty-nine Thousand Eighty-four Dollars (\$259,084.00), which represents the fair market value as determined by the

parties' appraisals and which shall be deducted from the Purchase Price at Closing. A reconciliation of the final price will be done with final survey and closing documents.

31. DEVELOPMENT OF THE MIXED-USE BUILDING

A material condition of Seller's agreement to sell the Property to Buyer is for Buyer to develop and construct a Mixed-Use Building ("Building") on the Property as described in that certain Letter of Intent executed between the parties dated effective November 9, 2022. The approval of a Development Agreement by Buyer and Seller concerning the design, construction, and use of the Building and allocation of any shared costs associated with the construction of the City Restrooms and Storage Space is an express condition to the Buyer and Seller's obligations under this Contract. The Development Agreement shall incorporate, at a minimum, the following terms:

A. Buyer will construct a multi-story Mixed Use Building (the "Building") containing hotel uses and associated meeting spaces, office spaces, street level retail, and hospitality spaces, and must contain a minimum of one restaurant, café, or coffee shop at ground level. The Building may include additional uses as necessary to meet the financial goals of the project if approved by Seller. The following Use Units *may* be allowed, subject to the Seller's prior approval in conjunction with the Seller's typical processes and procedures for considering and approving zoning, development, licenses, and permits, including conditional use restrictions:

Unit 4: Cultural and Recreational Facilities; Unit 13: Eating Places; 12a: Limited Business; 12b: General Business; Unit 14: Hotel, Motel and Amusement Facilities; Unit 15: Neighborhood Shopping Goods; Unit 16: Shopping Goods; Unit 19: Commercial Recreation, Small Sites; Unit 25: Offices, Studios, and Related Services; Unit 26: Multi-Family Dwellings; Unit 29: Dance Halls; Unit 34: Liquor Stores; Unit 35: Outdoor Music Establishments; Unit 40: Sidewalk Cafes; Unit 45: Small Scale Production; and Unit 46: Short Term Rentals.

Provided, however, that nothing contained in this Contract is intended to be nor may be construed to be a promise or agreement that Seller will approve any of the specific uses described above. The uses permitted are subject to Seller's prior approval according to Seller's typical processes and procedures for considering and determining permitted uses. In addition, certain uses which may be allowed under the zoning categories described above require a conditional use permit, including, but not limited to Unit 35: Outdoor Music Establishments. Because of the proximity to the Civic Space (Seller's property adjacent to the Property a/k/a the Ramble) as well as the Walton Arts Center and other local businesses, the use of amplified music on the Property requires specific approval by Seller in advance and is subject to all reasonable conditions which Seller requires, including, but not limited to prohibiting the use of amplified music after 10:00 p.m. Nothing in this Contract is intended to be nor may be construed to be a waiver or release of any of Seller's requirements or conditions for receiving a conditional use permit for any use that may be allowed under the zoning categories stated above.

Further provided, none of the following uses will be permitted on the Property (the "**Prohibited Uses**") at any time: crematorium; mausoleum; funeral home; furniture repair and refinishing; taxidermist; vape shops; body piercing/tattoo; gunsmith; animal hospital; animal day care; day care; bail bonding agencies; hospital; vehicle sales; convalescent home; boarding/rooming housing (other than is typically associated with hotel use); dormitory;

fraternity/sorority housing; and slot car track. Any deed from the Seller conveying the Property to Buyer will contain a restriction against the Prohibited Uses and the restriction will be a restriction that runs with the Property for a minimum of 75 years.

B. As befits its prominent location, the Building will be a substantial and attractive building. The Building's design, plans and specifications, including, but not limited to exterior finishes, and site development are subject to Seller's development review process, ordinances, and rules and must be approved by Fayetteville City Council. Nothing in this Contract is intended to or may be construed as a waiver of any of Seller's ordinances, rules, or regulations.

C. The Building will have three primary facades; one facing the Civic Space to the north, one facing the vacated Spring Street right-of-way to the south, and the third facing West Avenue to the east. All primary facades will be attractive, well-proportioned, and constructed of high-quality materials in accordance with the plans and specifications.

D. The Building shall be designed and built in substantial compliance with the drawings, depictions, and concepts on the attached Exhibit 2 which depict the minimum standards for materials, design, and architectural features. Any significant deviation from exterior design reflected on Exhibit 2 may not be approved by Fayetteville City Council.

E. The design and construction of the Building shall comply with all local, state, and federal building codes, rules, regulations, and laws, including those of Seller.

F. Buyer must present its application for Planned Zoning District (PZD) Review approval, along with all required documents no later than July 1, 2024. The Building and associated improvements are subject to approval pursuant to City of Fayetteville Development Review codes, processes, and procedures, including review by Planning Staff, Planning Commission, and City Council. Documents shall include all building facades, floor plans of all levels, infrastructure improvements, multi-use trail details, and all other requirements of City of Fayetteville codes.

G. Notwithstanding anything contained herein to the contrary, if Buyer does not secure a Building Permit for the Building within twelve (12) months of substantial completion of Seller's Civic Space, then this Contract and all agreements pertaining to this Contract shall be null and void and neither party shall have any obligations to the other party.

H. If Buyer fails to either (a) commence construction of the Building within sixty (60) days of Seller issuing a Building Permit or (b) complete construction of the Building within twenty-four (24) months of issuance of the Building Permit, then Seller at its sole discretion shall have the absolute and unconditional right to buy the Property back from Buyer, and any improvements made as of that date. If Seller elects to exercise its rights under this paragraph, the purchase price Seller will pay Buyer will be the original Purchase Price Buyer paid Seller for the Property, plus the fair market value of the completed improvements on the Property as determined by a third-party real estate appraiser, less all amounts paid by Seller for construction or construction estimates for the City Restrooms and Storage Space. The provisions for selection of appraisers contained in Paragraph 30 also apply to this Paragraph.

I. The Building must be designed and constructed to provide a ground floor that is open and inviting to the public on the north side to accentuate and facilitate the use of the Civic

Space. The hotel lobby shall be located on the ground floor and shall be open and inviting. Additionally, a bar, restaurant or café and retail uses will be provided on the ground floor.

J. Buyer agrees to make a good faith effort to purchase building supplies and materials locally to support sales tax revenue for Seller.

K. Buyer must provide all parking required by Seller's parking codes and requirements at Buyer's cost. Buyer must provide the amount of valet parking to Building guests that is usual and typical for the size of the Building. As a condition of this Contract and prior to Closing, Buyer must own or have a written lease for sufficient property to provide parking as required by Seller's parking requirements, including but not limited to City Code sections 172.05 and 156.03C(5). To the extent Seller has any excess parking spaces available Seller agrees to lease the excess parking spaces to Buyer at current market rates. Seller makes no representations that it has any parking spaces available to lease to Buyer.

L. All Building loading recycling, and solid waste and associated receptables must be located on the west side of the Building. No such activities will be permitted from or facing any public street.

M. The Building design and construction will incorporate sufficient air filtering to promote indoor air quality.

N. The Building will be designed and constructed to provide an efficient and properly designed envelope that will prevent air and water infiltration and reduce thermal bridging. The Building will implement the use of smart energy-management systems to decrease energy use in the Building, including but not limited to the installation of smart systems to avoid heating and cooling vacant rooms.

O. Buyer and Seller will coordinate design consultants on designing bicycle, pedestrian, automotive, and landscape infrastructure on all sides of the Building. The amount of the costs of those improvements and an agreement as to which costs will be paid by Seller and which will be paid by Buyer are a condition of this Contract and a condition of Closing. Once the costs for these improvements are established, Buyer and Seller agree to pay their pro-rata share of such costs.

P. Seller agrees to pay one half of the cost of extending water and sanitary sewer to the Building's site to provide water and sewer to the City Restrooms. Once the costs for these improvements are established, Seller agrees to pay that amount to Buyer. The amount of such costs must be reasonable and must be approved by Seller in advance in writing.

Q. Seller will assist Buyer in coordinating burial of existing power lines to the extent necessary; however, Seller has no obligation to incur any costs associated with burying overhead power lines.

R. Buyer is responsible for providing all water, sewer, electrical, cable, telephone, gas, or other utilities to the Building. Seller has no obligation to incur any costs associated with Buyer's installation of utilities except for the costs associated with extending water and sewer to the Building site, if any, for the City Restrooms as described above. If it is necessary for Seller to grant utility easements across its property to provide utilities to the Property, Seller agrees to grant a utility easement, provided however, that the location of the easement and any utility lines and equipment are subject to Seller's prior approval.

S. The Building shall contain public restrooms at street level, accessible from the Frisco Trail to serve trail and other public space users (the “City Restrooms”). The Building shall also contain a storage space for storing equipment associated with the planned performance area of the Civic Space and such other items which City desires (“Storage Space”). In addition:

i. All City Restrooms must comply with the Americans with Disabilities Act.

ii. Buyer shall be responsible for constructing the City Restrooms and Storage Space to a “white box” finish, subject to Seller’s approval of the design. The City Restrooms and Storage Space contain a minimum of 1,600 square feet. The Storage Space shall be located on the west side of the Building for convenient access to the City Space. The approximate location of the City Restrooms and Storage Space are shown on Exhibit 3, attached.

iii. The costs of construction of the City Restrooms as a white box finish and the Storage Space, including the pro-rata share of the cost of foundations, structure, roof, and exterior walls as well as the electrical rough in, plumbing, and HVAC equipment and services, and other elements to be paid by the Seller agreed to prior to commencement of construction of the Building. Buyer is responsible for completing and delivering the City Restrooms in a white box finish and Seller is responsible for contracting for and paying the costs to finish out the interior of the City Restrooms as it deems appropriate with a contractor of its choice.

iv. The Seller shall have exclusive use, control, possession, and right to the City Restrooms and Storage Space pursuant to a perpetual exclusive easement to be granted by Buyer, the form of which must be agreed to by the parties and executed prior to or at Closing. Restrooms and storage to be maintained and serviced by the Seller.

v. In addition to the City Restrooms, the Building must contain separate public restrooms at ground level for the use of the Building’s patrons as required by all Seller, state, and federal ordinances, rules, and regulations.

T. The Building shall contain a street level “back of house” space to be used by event organizers in the approximate location as shown on Exhibit 3.

U. Buyer, at its expense, will implement, install, and maintain landscaping on the Property as required by Seller pursuant to plans developed by Seller’s landscape design architects.

V. Seller shall maintain exclusive control of all of Seller’s property and exterior spaces adjacent to the Building and Property. Should Buyer desire to use any Seller property, the use must be coordinated with Seller and anchor institutions adjacent to the area, (e.g., Walton Arts Center, TheatreSquared, etc.) and any other group selected by the Seller to represent its interests in creating a lively and attractive park and Civic Plaza. Buyer must apply for use of Seller’s property in the same manner as any other member of the public.

W. The Building shall provide a location for the display of local art, to be coordinated between Buyer and local arts organizations, schools, or the Seller.

X. All other terms and conditions as the parties may agree.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

BUYER:

REINDL PROPERTIES, INC.

By: *Brian Reindl*
Brian Reindl

Date: _____

SELLER:

CITY OF FAYETTEVILLE, ARKANSAS

By:

Lioneld Jordan, Mayor

Date: November 07, 2023

ATTEST:

By: _____

Kara Paxton, City Clerk-Treasurer



Urban Forestry Memo

TO: Technical Plat Review

THRU: Jessie Masters, Development Review Manager

FROM: Melissa Evans, Urban Forester

MEETING DATE: April 8, 2024

SUBJECT: **PZD-2024-0003: PARK HOTEL:** Submitted by PRISM DESIGN STUDIO for property located at 215 N. WEST AVE. The property is zoned MSC, MAIN STREET CENTER and contains approximately 0.56 acres. The request is for the property to be zoned PZD, PLANNED ZONING DISTRICT.

RECOMMENDATION:

Urban Forestry Staff recommends approval of PZD-2024-0003. Regarding Tree Preservation, the applicant states site constraints and that, "Full site analysis and mitigation plans will be provided as part of the grading permit review of the overall project."

Though there are not many trees on the site, with the exception of a few pine trees at the west side of the site, it is highly recommended that as many trees be preserved as possible to meet the requirement. The buildings, parking, utilities, and other infrastructure elements should be designed around the trees if possible.

Chapter 177 Landscape Regulations must be met also, including street trees along public or private streets and parking lot trees. The applicant states in the booklet that, "Full landscape plans will be submitted with the grading permit review."

Cover Letter

February 28, 2024

City of Fayetteville
Development Services
125 W Mountain St
Fayetteville, AR 72701
developmentservices@fayetteville-ar.gov
479-575-8233

RE: Planned Zoning District Application

To Whom It May Concern,

Please accept this letter as a formal request for a Planned Zoning District as presented in the attached packet. The request is part of a contract agreement with the City of Fayetteville and the Owner, Reindl Properties, Inc for the purchase of 0.6 acres, located on the south side of the Civic Plaza.

We request a formal review, including public notification, in compliance with the City of Fayetteville Municipal code.

If you have any comments or concerns, please contact me at JennyB@prismds.co or 479.883.2845.

Sincerely,



Jenny Burbidge, PLA, ASLA
Owner + Principal
Prism Design Studio LLC

PARK HOTEL

500 WEST SPRING STREET
FAYETTEVILLE, ARKANSAS

PLANNED ZONING DISTRICT BOOKLET

MARCH 20, 2024



PRISM DESIGN STUDIO
LANDSCAPE ARCHITECTURE | PLANNING | PROJECT MANAGEMENT

REINDL
PROPERTIES, LLC

TABLE OF CONTENTS

PROJECT INFORMATION.....	Pg. 3
PROJECT NARRATIVE.....	Pg. 3
PLANNED ZONING DISTRICT AREAS.....	Pg,3
STREET AND LOT LAYOUT.....	Pg. 4
PARKING.....	Pg. 5
BUFFER AREAS.....	Pg. 5
TREE PRESERVATION AREAS	Pg. 6
STORM WATER DETENTION AREAS AND DRAINAGE	Pg. 7
EXISTING AND PROPOSED UTILITY CONNECTIONS/ EXTENSIONS & IMPACT ON CITY SERVICES.....	Pg. 7
DEVELOPMENT AND ARCHITECTURAL DESIGN STANDARDS.....	Pg. 8
BUILDING DESIGN NARRATIVE	
PRIMARY MATERIALS	
SECONDARY/TRIM MATERIALS	
ARCHITECTURAL ELEVATION PRECEDENT IMAGERY.....	Pg. 9
SIGNAGE EXAMPLES.....	Pg. 11
STREETLIGHTS.....	Pg. 11
SITE MATERIALS.....	Pg. 12
PROPOSED PLANNING AREAS	Pg. 13
SITE PLAN.....	Pg. 13
EXISTING ZONING & PROPOSED ZONING COMPARISON.....	Pg. 14
ANALYSIS OF SITE CHARACTERISTICS.....	Pg. 16
DESCRIPTION OF THE RECREATIONAL FACILITIES, INCLUDING	Pg. 16
EXISTING AND PROPOSED PARK SITES, OPEN SPACE AND ACCESSIBILITY TO PARKS AND OPEN SPACE AREAS	
REASON FOR REQUESTING THE ZONING CHANGE.....	Pg. 17
STATEMENT OF HOW THE DEVELOPMENT WILL RELATE THE EXISTING.....	Pg. 17
AND SURROUNDING PROPERTIES IN TERMS OF LAND USE, TRAFFIC, APPEARANCE, AND SIGNAGE.	
STATEMENT OF THE PROJECT’S COMPLIANCE WITH THE.....	Pg. 17
FAYETTEVILLE COMPREHENSIVE LAND USE PLAN	
LEGAL DESCRIPTION	Pg. 18

PROJECT INFORMATION

PARCEL No: 7 65-01743-003
ACREAGE: 0.60 ACRES
LEGAL DESCRIPTION: SEE APPENDIX

OWNER INFORMATION:
REINDL PROPERTIES, INC.
509 W SPRING STREET SUITE 310
FAYETTEVILLE, AR 72701-5060

PROJECT NARRATIVE

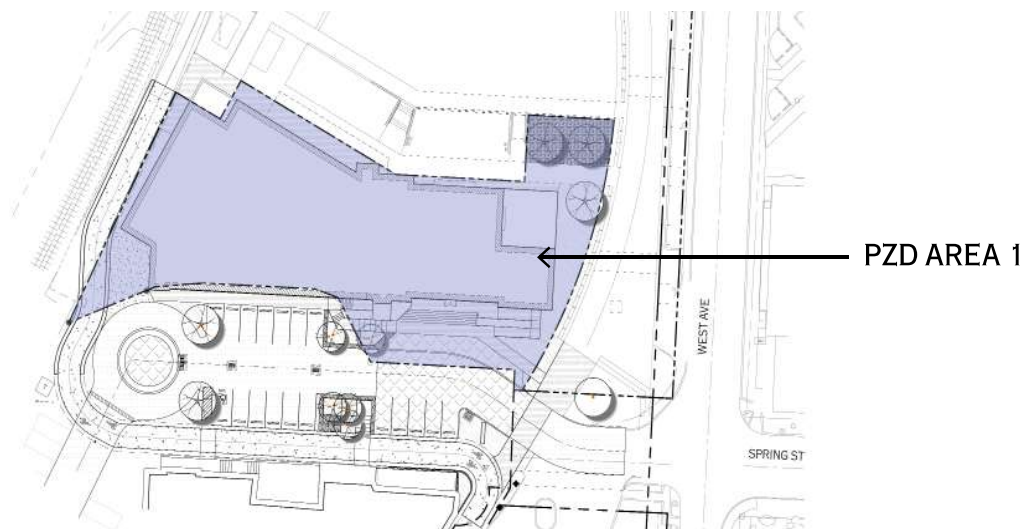
THE FOLLOWING PROJECT PROPOSAL INCLUDES THE CONSTRUCTION OF A MULTI-STORY HOTEL AND MIXED - USE BUILDING. THE PROJECT WILL INCLUDE ASSOCIATED PRIVATE DRIVE AND PARKING IMPROVEMENTS, SIDEWALK, LANDSCAPING, UTILITY CONNECTIONS AND STORM WATER IMPROVEMENTS TYPICAL WITH DEVELOPMENT.

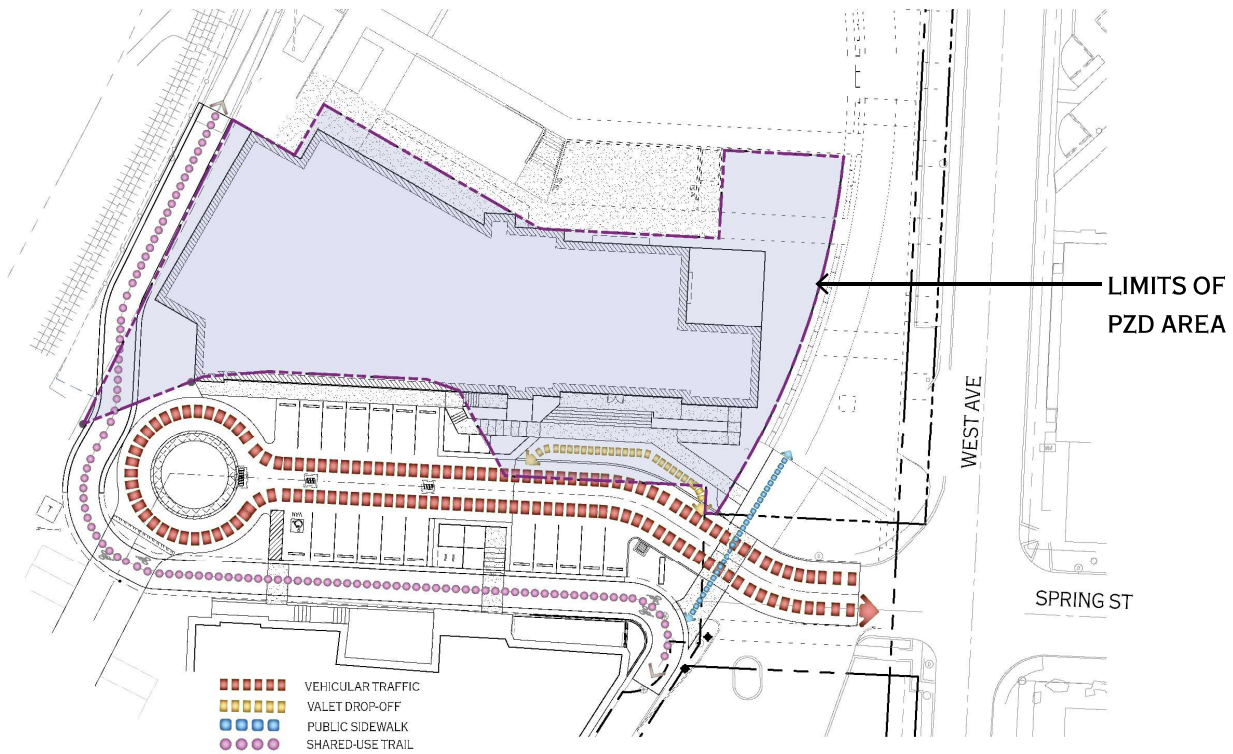
THE PROJECT WILL BE THE SOUTHERN EDGE TO THE CITY CIVIC PLAZA, LOCATED IN THE FORMER WALTON-ARTS CENTER PARKING LOT. THE PARK HOTEL WILL PROVIDE THE FOLLOWING AMENITIES:

- APPROXIMATELY 120 TRANSIENT LODGING HOTEL KEYS
- RESTAURANT / DINING
- CAFE / COFFEE SHOP
- ROOFTOP POOL, OUTDOOR EVENT, BAR, AND SERVICE AREAS
- CONFERENCE CENTER & BOARD ROOMS
- WELLNESS CENTER
- HOTEL ADMINISTRATIVE, OPERATIONAL AND SUPPORT FACILITIES
- CITY SERVICES: PUBLIC RESTROOMS FOR THE CIVIC PLAZA/TRAIL USERS
- CITY SERVICES: STORAGE SPACE ON BASEMENT LEVEL

PLANNED ZONING DISTRICT AREAS

THE PLANNED ZONING DISTRICT INCLUDES ONE PARCEL AS INDICATED IN THE DIAGRAM. ASSOCIATED PROJECT IMPROVEMENTS, WHICH INCLUDE A RE-ALIGNMENT OF A PRIVATE DRIVE, RELOCATION OF A SHARED-USE TRAIL, PARKING FOR THE METRO-DISTRICT BUILDING, AND OFF-SITE PARKING FOR THE HOTEL WILL OCCUR OUTSIDE OF THE PZD AREA.





STREET AND LOT LAYOUT

THE PROPERTY, AS IT EXISTS, DOES NOT HAVE FRONTAGE OR DIRECT ACCESS TO PUBLIC RIGHT-OF-WAY. SPRING STREET EXTENDS WESTWARD APPROXIMATELY 88 FEET FROM THE SPRING STREET / WEST AVENUE INTERSECTION AND ENDS BEFORE REACHING THE PROPERTY. THE PROJECT PROPOSES A CONTINUATION OF SPRING STREET ADDRESSING FOR THE HOTEL LIKE THAT OF THE EXISTING METRO DISTRICT. THE PROPOSED HOTEL ADDRESS IS 500 W SPRING STREET.

AN EXISTING PRIVATE DRIVE CONNECTS TO SPRING STREET AND PROVIDES ACCESS TO THE METRO DISTRICT VIA PUBLIC ACCESS EASEMENT.

THIS PROJECT PROPOSES TO REALIGN THE EXISTING PRIVATE DRIVE TO ACCOMMODATE THE RELOCATION OF THE RAZORBACK GREENWAY TRAIL. THE LOCATION AND ALIGNMENT OF THE TRAIL IS IN DIRECT COORDINATION WITH THE CITY OF FAYETTEVILLE.

A DROPOFF AND VALET LANE EXTENDS PAST THE MAIN PRIVATE DRIVE, ALLOWING FOR TRAFFIC FLOW TO CONTINUE PAST TYPICAL DROP OFF AND VALET OPERATIONS.

THE DRIVE AND PARKING AREA END WITH A ROUNDABOUT IN ORDER TO KEEP ALL ASSOCIATED HOSPITALITY TRAFFIC AND VALET SERVICES WITHIN THE EXISTING SHARED ACCESS EASEMENT. HOTEL LOADING AND TRASH AREAS ARE LOCATED ON THE MOST WESTERN END OF THE BUILDING. THE ROUNDABOUT WILL HAVE A TRAFFIC RATED CENTER ISLAND TO ACCOMMODATE LOADING VEHICLES TURNING RADII.

PARKING

NO MINIMUM PARKING REQUIREMENT EXISTING FOR NON- RESIDENTIAL USES, INCLUDING A HOTEL. WITH THAT, THE CITY DOES REQUIRE A PARKING STATEMENT AND PLAN BE IN PLACE AS PART OF THE DEVELOPMENT. A DOWNTOWN PARKING STUDY WAS COMPLETED IN APRIL 2023 BY KIMLEY HORN AND PRESENTED TO THE PLANNING COMMISSION, WHICH INDICATED THE DOWNTOWN PARKING AREA WAS NOT AT CAPACITY.

THE HOTEL WILL PROVIDE VALET OR DROP-OFF ONLY OPTIONS FOR PATRONS AND GUESTS. ADDITIONALLY, TWO CITY OWNED PARKING GARAGES ARE LOCATED WITHIN 0.15 MILES OF THE HOTEL. THE PARKING INDICATED ON THE SITE PLAN IS PARKING TO SUPPORT THE EXISTING METRO BUILDING.

PER APPROVED CONTRACT WITH THE CITY, A MINIMUM OF APPROXIMATELY 55 - 65 SPACES SHALL BE PROVIDED OFF-SITE AT 601W CENTER STREET (PARCEL # 765 -12944-000), LOCATED 0.16 MILES FROM THE HOTEL. THIS PARCEL IS UNDER THE SAME OWNERSHIP, AND SHALL SERVE AS A VALET AND EMPLOYEE PARKING ONLY. THE OFF-SITE PARKING LOT WILL NOT BE OPEN TO THE PUBLIC, BUT THE OWNER DOES RETAIN THE RIGHT TO LEASE SPACES IF PARKING ABOVE THE 65 SPACES ARE AVAILABLE.

THE PROJECT PROPOSES THAT OFF-SITE PARKING SHALL BE IN PLACE BEFORE THE CERTIFICATE OF OCCUPANCY IS RELEASED FOR THE HOTEL. THE OFF-SITE PARKING AREA IS SUBJECT TO A CONDITIONAL USE PERMIT.

BUFFER & LANDSCAPE AREAS

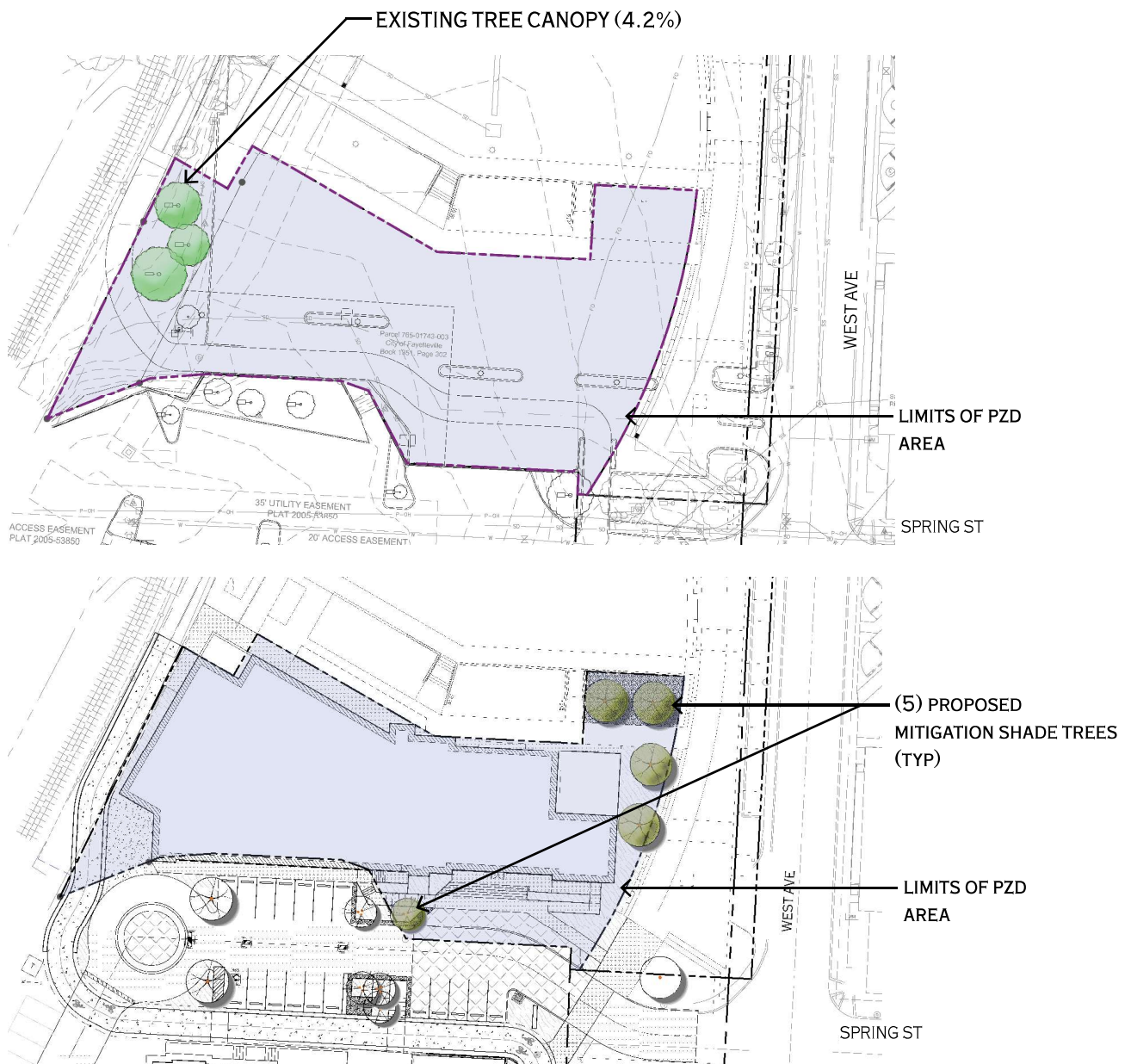
BUFFER AREAS ARE NOT REQUIRED PER THE CITY OF FAYETTEVILLE MUNICIPAL CODE. NO BUFFERS ARE PROPOSED AS PART OF THIS PROJECT.

THE PROPOSED LANDSCAPE FOR THIS PROJECT IS SUBJECT TO CHAPTER 177 LANDSCAPE REGULATIONS OF THE CITY OF FAYETTEVILLE MUNICIPAL CODE. FULL LANDSCAPE PLANS WILL BE SUBMITTED WITH THE GRADING PERMIT REVIEW.

TREE PRESERVATION AREAS

THE MINIMUM TREE PRESERVATION REQUIREMENT FOR PZD AREAS IS 25%. THE EXISTING TREE CANOPY COVERAGE INCLUDES THREE PINE TREES NEAR THE WESTERN EDGE OF THE PROPERTY, AND IS 1,040 SF (4.2%) OF THE SITE.

DUE TO EXISTING USE ON THE SUBJECT PROPERTY (SURFACE PARKING LOT), THE AMOUNT OF EXISTING TREE CANOPY IS LIMITED. LIKewise, DUE TO THE SIZE OF THE PARCEL, SIGNIFICANT GRADE CHANGE, INCLUDING AN EXISTING 10 FT RETAINING WALL THAT REQUIRES REMOVAL. THE TREE MITIGATION BELOW IS LIMITED TO THE PZD AREA, FULL SITE ANALYSIS AND MITIGATION PLANS WILL BE PROVIDED AS PART OF THE GRADING PERMIT REVIEW OF THE OVERALL PROJECT.



STORM WATER DETENTION AREAS AND DRAINAGE

THE PROJECT WILL NOT BE ADDING MORE THAN 10,000 SF OF IMPERVIOUS AREA, THEREFORE, STORM WATER DETENTION OR WATER QUALITY MEASURES ARE REQUIRED OR PROVIDED. THE PROJECT WILL ADD NEW STORM WATER INFRASTRUCTURE AS NECESSARY BY THE SITE DESIGN, AND THE POST DEVELOPMENT CONDITIONS WILL MIMIC PRE-EXISTING CONDITIONS.

THE PZD AREA GENERALLY SLOPES FROM NORTHEAST TO SOUTHWEST, ANY OFF-SITE WATER TO THE NORTH IS BEING COLLECTED AS PART OF THE CIVIC PLAZA PROJECT. NEW STORMWATER WILL BE COLLECTED BY THE BUILDINGS ROOF DRAIN SYSTEM, AND DIRECTED TO AN UNDERGROUND SYSTEM. THE PROPERTY HAS ADEQUATE ACCESS TO EXISTING STORM PIPES/CULVERTS IN ORDER TO PROPERTY CONVEY STORM WATER. AN EXISTING DOUBLE CULVERT TO THE WEST WILL SERVE AS THE PRIMARY CONNECTION FOR FUTURE STORM WATER PIPES. LASTLY, THIS SITE WAS INCLUDED IN A LARGER DRAINAGE STUDY AS PART OF THE CULTURAL ARTS CORRIDOR PROJECT.

A STREAM PROTECTION AREA PASSES THROUGH THE SITE, FOLLOWING TANGLEWOOD BRANCH, WHICH HAS BEEN ENCLOSED IN A BOX CULVERT PRIOR TO THE ADOPTION OF THE CITY'S STREAMSIDE PROTECTION ORDINANCE. COORDINATION WITH THE ENGINEERING DIVISION WILL TAKE PLACE TO ENSURE COMPLIANCE WITH THE UDC CHAPTER 168.12, TO THE EXTENT POSSIBLE WITH EXISTING CONDITIONS BEING TAKEN INTO CONSIDERATION.

EXISTING AND PROPOSED UTILITY CONNECTIONS AND EXTENSIONS & IMPACT ON CITY SERVICES, INCLUDING THE AVAILABILITY OF WATER AND SEWER

AS PART OF THE DEVELOPMENT PROCESS, THE DESIGN TEAM WILL PROVIDE WATER AND SEWER DEMAND CALCULATIONS TO ENSURE THERE ARE A NEGATIVE IMPACTS TO THE CITY'S EXISTING SYSTEM.

CURRENTLY, A 6" WATER MAIN RUNS ALONG THE SOUTH OF THE PROPERTY, AND WILL BE USED FOR DOMESTIC SERVICE. IF ADDITIONAL CAPACITY IS NEEDED FOR FIRE SERVICE, A MAIN EXTENSION FROM AN 8" WATER LINE IN WEST AVE WILL BE PROPOSED. AN ADDITIONAL HYDRANT SHALL BE PROVIDED AS NECESSARY TO MEET FIRE CODE REQUIREMENTS.

A 12" SANITARY SEWER MAIN EXISTS TO THE SOUTH OF THE PROPERTY, WHICH LATER UP SIZES TO A 24" DOWNSTREAM. THE HOTEL WILL UTILIZE THE EXISTING MANHOLE, IF POSSIBLE, OR PROPOSE A NEW MANHOLE IN THE EXISTING LINE IF NECESSARY. THERE IS ADEQUATE DEPTH OF THE CITY'S EXISTING FACILITIES, SUCH THAT SERVICE IS NOT A CONCERN.

IT IS OUR UNDERSTANDING THAT THERE ARE SUFFICIENT PUBLIC UTILITIES TO SERVE THE PZD AREA AND THERE IS NOT ANTICIPATED TO BE ANY ADVERSE IMPACTS ON CITY SERVICES. FURTHER COORDINATION REGARDING DEMANDS WILL TAKE PLACE AS PART OF THE DEVELOPMENT PROCESS FOR THE HOTEL.

DEVELOPMENT AND ARCHITECTURAL DESIGN STANDARDS

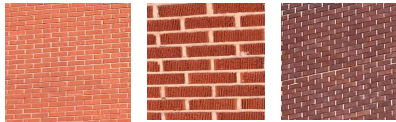
THIS PLANNED ZONED DISTRICT DOES NOT IMPOSE ADDITIONAL ARCHITECTURAL STANDARDS ABOVE THE CITY OF FAYETTEVILLE BUILDING DEVELOPMENT STANDARDS. THE DOWNTOWN DESIGN OVERLAY STANDARDS, THE STANDARD NON-RESIDENTIAL DESIGN STANDARDS (CHAPTER 166.24), AND THE COMMERCIAL, OFFICE, AND MIXED USE DESIGN DEVELOPMENT STANDARDS (166.25) WILL APPLY TO THIS PROJECT.

BUILDING DESIGN NARRATIVE:

THE BUILDING STYLE WILL PULL INSPIRATION FROM HISTORICAL WAREHOUSE DISTRICTS. THIS PROPERTY IS ADJACENT TO A MULTI-GENERATIONAL RAILROAD AND LOCATED WITHIN A HISTORICAL WAREHOUSE / COMMERCIAL DISTRICT.

THE MATERIALS, SCALE AND BLOCKING DRAW INSPIRATION AND REFLECT UPON THE CENTURY ARCHITECTURE INCLUDING REPETITIVE LARGE WINDOWS, MASSING, TRADITIONAL MATERIALS AND ACCENTS. THE USE OF THESE HISTORIC PRECEDENCES WILL BE IMPLEMENTED IN CONTEMPORARY APPLICATIONS, SUCH AS PUNCHED OPENINGS AND CANTILEVERED CANOPIES/AWNINGS.

PRIMARY MATERIALS



BRICK
HISTORICAL RED COLORS



WINDOWS
NON-OPERABLE THROUGHOUT*
STANDARD GLAZING ON UPPER FLOORS
ENLARGED GLAZING ON LOWER / PUBLIC LEVELS
HISTORICAL WAREHOUSE SCALE AND PATTERN]
*VARIANCE WILL BE REQUIRED AT TIME OF DEVELOPMENT

EXAMPLES SHOWN INCLUDE:
NETWORK BLDG - FAYETTEVILLE, AR
THEATRE SQUARED - FAYETTEVILLE, AR
BAKERY BUILDING - FAYETTEVILLE, AR
CENTER FOR MATH AND SCIENCE EDUCATION - FAYETTEVILLE, AR

SECONDARY / TRIM MATERIALS



CAST STONE
ARTICULATION
WINDOW ACCENTS
CAST MONOLITHIC SILLS



CAST IN PLACE CONCRETE
BOARD FORM FINISH
BLOCKING
SCALE



METAL
BLACK
GALVANIZED
ACCENTS
BLOCKING
GRILLS

ARCHITECTURAL ELEVATION PRECEDENT IMAGERY

EXAMPLE FOR REFERENCE ONLY. ACTUAL ELEVATIONS WILL BE SUBMITTED AND REVIEWED AS PART OF THE BUILDING PERMIT PROCESS.



RAMBLE HOTEL - DENVER, CO



THE JUNTO HOTEL - COLUMBUS, OH

ARCHITECTURAL ELEVATION PRECEDENT IMAGERY

THE FIRST AND SECOND FLOORS OF THE HOTEL ARE MIXED-USE, AND WILL HAVE TYPICAL CHARACTERISTICS OF ENGAGING, PEDESTRIAN FACING FEATURES TO PROMOTE WALKABILITY. OPEN CUT THROUGH'S, COVERED OUTDOOR AREAS PROVIDE A LARGE SCALE 'FRONT DOOR' VISUALLY INDICATING THE ACTIVE ZONE FOR PATRONS.



SIGNAGE EXAMPLES

SIGNAGE HAS NOT BEEN DESIGNED FOR THIS PROJECT. ANY SIGNAGE WILL BE PERMITTED THROUGH THE CITY OF FAYETTEVILLE PERMITTING PROCESS SEPARATELY, AND BE MEET THE SIGNAGE STANDARDS AS LISTED IN CHAPTER 174 OF THE CITY MUNICIPAL CODE. THE SIGNAGE SHALL MATCH THE REQUIREMENTS FOR THE MOST COMPARABLE ESTABLISHED ZONING, THE UNDERLYING ZONING, URBAN THOROUGHFARE.

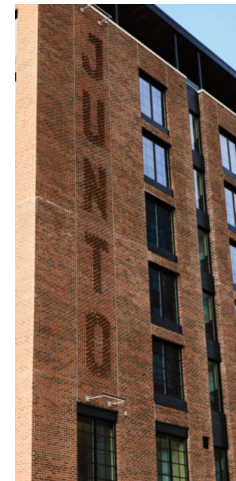
SIGNAGE WILL BE WALL MOUNTED, PAINTED, ENGRAVED, OR EMBEDDED. DIRECTIONAL SIGNAGE MAY BE PROPOSED AS PART OF THE PROJECT.



PARAMOUNT CENTER
BOSTON, MA



Q&A RESTAURANT AND OYSTER BAR
OCEANSIDE, CA



JUNTO HOTEL
COLUMBUS, OH

STREETLIGHTS

NO PUBLIC STREETLIGHTS ARE ASSOCIATED WITH THIS PROJECT. THE CIVIC PLAZA PROJECT WILL PROVIDE ADEQUATE LIGHTING ALONG THE PUBLIC RIGHT-OF-WAY. ON-SITE LIGHTING IN THE PARKING AREA MAY BE NECESSARY, AND WILL BE REVIEWED AS PART OF THE DEVELOPMENT PROCESS. ALL SITE LIGHTING WILL MEET THE CITY OF FAYETTEVILLE MUNICIPAL CODE'S DARK SKY AND SHIELDING REQUIREMENTS WITH THE UTILIZATION OF WALL LIGHTING, BOLLARDS, AND LOW-LEVEL POLE LIGHTING.

SITE MATERIALS

THE SITE MATERIALS WILL REFLECT THE PALETTE OF THE CITY CIVIC PLAZA AND RAMBLE, DRAWING INSPIRATION FROM NATIVE COLORS AND TEXTURES SUCH AS STONE AND EARTH TONES.

BY USING A VARIETY OF MATERIALS AND PATTERNS, USE ZONES CAN BE VISUALLY ESTABLISHED, PROVIDING GUIDANCE TO VISITORS IN PEDESTRIAN AND VEHICULAR AREAS. THIS PROJECT HAS A UNIQUE POSITION TO ENGAGE THE PUBLIC IN MULTIPLE WAYS; THEREFORE, ESTABLISHING AN APPROPRIATE SCALE FEEL COMFORTABLE FOR PEDESTRIANS IS ESSENTIAL TO THE PROJECT'S SUCCESS.



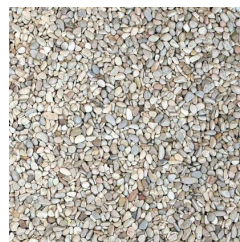
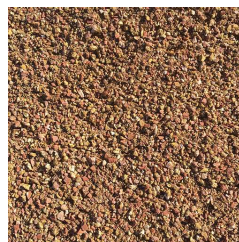
CAST-IN-PLACE CONCRETE

BOARD FORM VERTICAL WALLS
SEATING & BENCHES
SAW-CUT PATTERNS
INTEGRAL COLOR



PAVERS

4X4 GRANITE COBBLESTONE
CONCRETE PAVERS
STAMPED CONCRETE



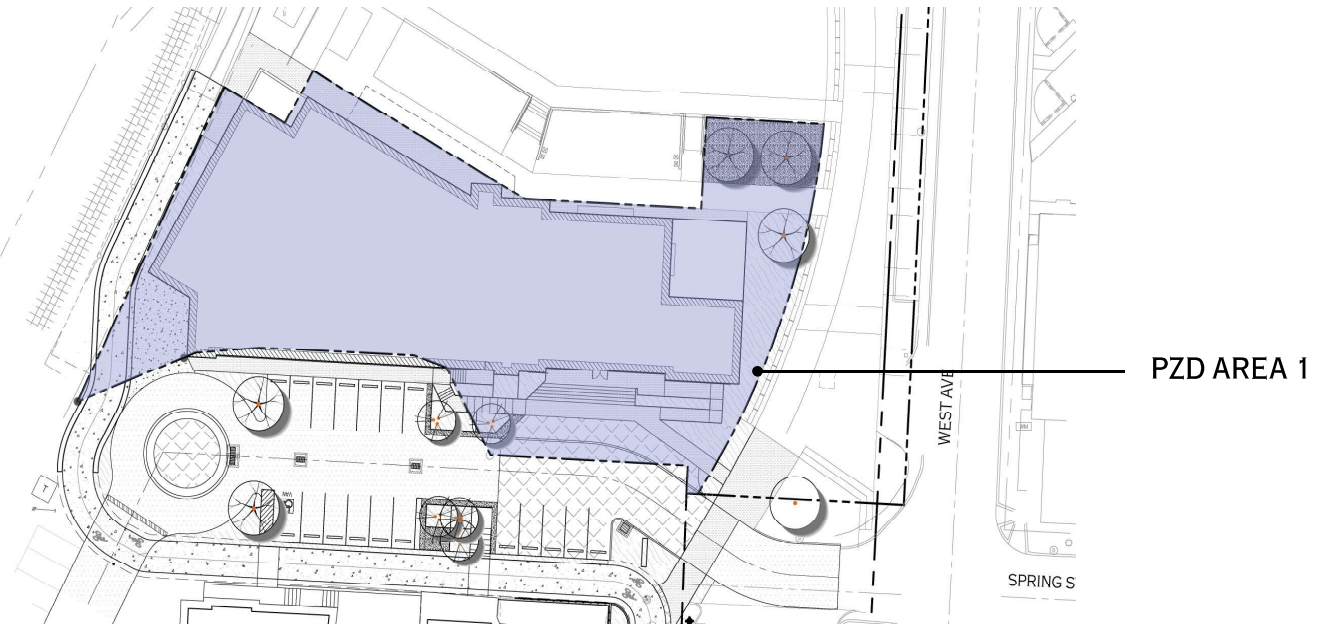
OTHERS

DECOMPOSED GRANITE
CRUSHED STONE

SITE PLAN & PZD AREA



SITE PLAN



PZD AREA

**EXISTING ZONING
(MSC) MAIN STREET CENTER**

**PROPOSED ZONING
(PZD) PLANNED ZONING
DISTRICT**

ALLOWED USES (BY RIGHT):

UNIT 1	CITY-WIDE USES BY RIGHT
UNIT 4	CULTURAL AND RECREATIONAL FACILITIES
UNIT 5	GOVERNMENT FACILITIES
UNIT 8	SINGLE-FAMILY DWELLINGS
UNIT 9	TWO-FAMILY DWELLINGS
UNIT 10	THREE (3) AND FOUR (4) FAMILY DWELLINGS
UNIT 13	EATING PLACES
UNIT 14	HOTEL, MOTEL, AND AMUSEMENT FACILITIES
UNIT 16	SHOPPING GOODS
UNIT 17	TRANSPORTATION TRADES AND SERVICES
UNIT 19	COMMERCIAL RECREATION, SMALL SITES
UNIT 24	HOME OCCUPATIONS
UNIT 25	OFFICES, STUDIOS, AND RELATED SERVICES
UNIT 26	MULTI-FAMILY DWELLINGS
UNIT 34	LIQUOR STORES
UNIT 40	SIDEWALK CAFES
UNIT 41	ACCESSORY DWELLINGS
UNIT 44	CLUSTER HOUSING DEVELOPMENT
UNIT 45	SMALL SCALE PRODUCTION
UNIT 46	SHORT-TERM RENTALS

ALLOWED USES (BY RIGHT):

UNIT 1	CITY-WIDE USES BY RIGHT
UNIT 4	CULTURAL AND RECREATIONAL FACILITIES
UNIT 5	GOVERNMENT FACILITIES
UNIT 13	EATING PLACES
UNIT 14	HOTEL, MOTEL, AND AMUSEMENT FACILITIES
UNIT 16	SHOPPING GOODS
UNIT 19	COMMERCIAL RECREATION, SMALL SITES
UNIT 24	HOME OCCUPATIONS
UNIT 25	OFFICES, STUDIOS, AND RELATED SERVICES
UNIT 26	MULTI-FAMILY DWELLINGS
UNIT 34	LIQUOR STORES
UNIT 40	SIDEWALK CAFES
UNIT 41	ACCESSORY DWELLINGS
UNIT 44	CLUSTER HOUSING DEVELOPMENT
UNIT 45	SMALL SCALE PRODUCTION
UNIT 46	SHORT-TERM RENTALS

CONDITIONAL USES:

UNIT 2	CITY-WIDE USES BY CONDITIONAL USE PERMIT
UNIT 3	PUBLIC PROTECTION AND UTILITY FACILITIES
UNIT 18	GASOLINE SERVICE STATIONS AND DRIVE-IN/ DRIVE-THROUGH RESTAURANTS
UNIT 28	CENTER FOR COLLECTING RECYCLABLE MATERIALS
UNIT 29	DANCE HALLS
UNIT 35	OUTDOOR MUSIC ESTABLISHMENTS
UNIT 36	WIRELESS COMMUNICATION FACILITIES
UNIT 42	CLEAN TECHNOLOGIES

CONDITIONAL USES:

UNIT 2	CITY-WIDE USES BY CONDITIONAL USE PERMIT
UNIT 3	PUBLIC PROTECTION AND UTILITY FACILITIES
UNIT 28	CENTER FOR COLLECTING RECYCLABLE MATERIALS
UNIT 29	DANCE HALLS
UNIT 35	OUTDOOR MUSIC ESTABLISHMENTS
UNIT 36	WIRELESS COMMUNICATION FACILITIES
UNIT 42	CLEAN TECHNOLOGIES

DENSITY:

NO RESTRICTIONS

DENSITY:

NO RESTRICTIONS

**EXISTING ZONING
(MSC) MAIN STREET CENTER**

**PROPOSED ZONING
(PZD) PLANNED ZONING
DISTRICT**

BULK AND AREA RESTRICTIONS:

LOT WIDTH MINIMUM:
DWELLING (ALL UNIT TYPES) 18 FEET

LOT AREA MINIMUM:
NONE

SETBACK REGULATIONS:
FRONT: BUILD - TO ZONE THAT IS LOCATED
BETWEEN THE FRONT PROPERTY LINE
AND A LINE 25 FEET FROM THE FRONT
PROPERTY LINE

SIDE: NONE
REAR: 5 FEET
REAR: 12 FEET

MINIMUM BUILDABLE STREET FRONTAGE:
75% OF LOT WIDTH

BUILDING HEIGHT REGULATIONS:
MAXIMUM 5 STORIES / 7 STORIES*

* A BUILDING OR A PORTION OF A BUILDING THAT IS LOCATED
BETWEEN 0 AND 15 FEET FROM THE FRONT PROPERTY LINE
OR ANY MASTER STREET PLAN RIGHT-OF-WAY LINE SHALL
HAVE A MAXIMUM HEIGHT OF FIVE (5) STORIES. A BUILDING OR
A PORTION OF A BUILDING THAT IS LOCATED GREATER THAN
15 FEET FROM THE MASTER STREET PLAN RIGHT-OF-WAY LINE
SHALL HAVE A MAXIMUM HEIGHT OF SEVEN (7) STORIES.

BULK AND AREA RESTRICTIONS:

LOT WIDTH MINIMUM:
DWELLING (ALL UNIT TYPES) 18 FEET

LOT AREA MINIMUM:
NONE

SETBACK REGULATIONS:
FRONT: 0 FEET

SIDE: NONE
REAR: 0 FEET
REAR: 0 FEET

MINIMUM BUILDABLE STREET FRONTAGE:
75% OF LOT WIDTH

BUILDING HEIGHT REGULATIONS:
MAXIMUM 8 STORIES*

*BUILDING STORY INCLUDES ROOFTOP AMENITIES AND
SPACES AS DEFINED BY THE INTERNATIONAL BUILDING CODE.
ONLY A PORTION OF THE BUILDING (WHERE BASEMENT
EXISTS) WILL THE BUILDING BE GREATER THE 7 STORIES.

*BUILDING STORY EXCLUDES ROOFTOP AND MECHANICAL
EQUIPMENT, PARAPETS, EQUIPMENT SCREENING, AND OTHER
NON OCCUPIED SPACE.

ANALYSIS OF THE SITE CHARACTERISTICS

THE EXISTING SITE IS A MIX OF AN EXISTING PARKING LOT AND PARKING LOT LANDSCAPE ISLANDS. TWO LEVELS, UPWARDS OF 10 FEET, ARE SEPARATED BY A RETAINING WALL ON THE MOST WESTERN PORTION OF THE SITE. EXISTING TREES PROVIDE SOME SHADE, BUT A MAJORITY OF THE SITE IS EXPOSED TO THE ELEMENTS (WIND, RAIN, SUN). NO AREAS OF SIGNIFICANT ECOLOGICAL VALUE ARE PRESENT.

STORM WATER FLOWS FROM EAST TO WEST, INTO A SERIES OF GRATE INLETS, TRENCH GRATES, AND CURB INLETS THAT CONNECTED UNDERGROUND TO AN EXISTING DOUBLE CULVERT.

THE RAILROAD EXISTS TO THE WEST OF THE SITE, AND IS STILL OPERATIONAL.

DESCRIPTION OF THE RECREATIONAL FACILITIES, INCLUDING EXISTING AND PROPOSED PARK SITES, OPEN SPACE AND ACCESSIBILITY TO PARKS AND OPEN SPACE AREAS

THE CULTURAL ARTS CORRIDOR'S CIVIC PLAZA IS NORTH OF THE SUBJECT PROPERTY AND DEVELOPMENT. THE NORTH SIDE OF THE PROPERTY WILL HAVE VISUAL AND PHYSICAL TO THE ADJACENT PARK/OPEN SPACE WITH WINDOWS, DOORS, AND OUTDOOR TERRACES. THE HOTEL CAN BE ACCESSED DIRECTLY FROM THE CIVIC PLAZA.

SECONDLY, THE RAZORBACK GREENWAY TRAIL IS BEING RE-ROUTED AS PART OF THIS PROJECT. THE TRAIL WILL BE RECONFIGURED TO THE SOUTH ALONG THE EXISTING METRO BUILDING, AND WRAP AROUND THE WESTERN PORTION OF THE SITE, NEAR THE RAILROAD. IT WILL TIE INTO THE TRAIL ROUTING OF THE CIVIC PLAZA PROJECT. PUBLIC RESTROOMS ARE LOCATED AT THE MOST WESTERN EDGE OF THE BUILDING AND CAN BE DIRECTLY ACCESSED FROM THE TRAIL.

OVERALL, THE PROJECT IS WELCOMING AT MULTIPLE LOCATIONS TO PUBLIC OPEN SPACE.

REASON FOR REQUESTING THE ZONING CHANGE

THIS PROJECT CAME TO BE IN COLLABORATION WITH THE CITY'S VISION FOR DOWNTOWN FAYETTEVILLE. DURING THE NEGOTIATIONS AND CONTRACT PHASES OF THE PROJECT, IT WAS DESIRED BY THE CITY AND PLANNING COMMISSION TO SEE THE SUBJECT PARCEL BE ZONED AS A PLANNED ZONING DISTRICT IN ORDER TO FURTHER DEFINE THE DESIGN APPROACH AND CONFIRM COMPLIANCE WITH THE INITIAL CONTRACT.

THE PROPOSED USE IS ALLOWED BY-RIGHT; THE ONLY DEVIATIONS FROM THE UNDERLYING ZONING IS THE ALLOWANCE OF A BUILDING HEIGHT OF EIGHT (8) STORIES.

THE SITE HAS AN OVERALL GRADE CHANGE OF 10 FROM THE EAST TO WEST. HOTEL AND CITY UTILITARIAN SPACES ARE BEING LOCATED AT THE LOWER END OF THE SITE CREATING A PARTIAL FLOOR LEVEL. THE ROOF TOP BAR IS BEING PLACED IN THE MIDDLE OF THE BUILDING WITH MAJORITY OF THAT ENCLOSED BUILDING MASS BEING SET BACK FROM THE MAIN BUILDING STRUCTURE. THESE MASSING MOVES PRESENTS A BUILDING THAT IS PRIMARILY 7 STORIES IN HEIGHT.

STATEMENT OF HOW THE DEVELOPMENT WILL RELATE TO EXISTING AND SURROUNDING PROPERTIES IN TERMS OF LAND USE, TRAFFIC, APPEARANCE, AND SIGNAGE

THIS PROJECT WILL FILL A GAP IN THE EXISTING FABRIC OF DOWNTOWN BY USING TYPICAL MATERIALS USED THROUGHOUT DOWNTOWN FAYETTEVILLE. THE HOTEL WILL HAVE A PRIVATE DRIVE FOR ALL VEHICULAR CIRCULATION, MINIMIZING THE IMPACT TO THE PUBLIC RIGHT-OF-WAY, AND WEST AVE. THE PROPOSED LAND-USE FITS IN SEAMLESSLY, AS THE PROJECT IS CURRENTLY SURROUNDED BY COMMERCIAL OR MIXED-USE BUILDINGS.

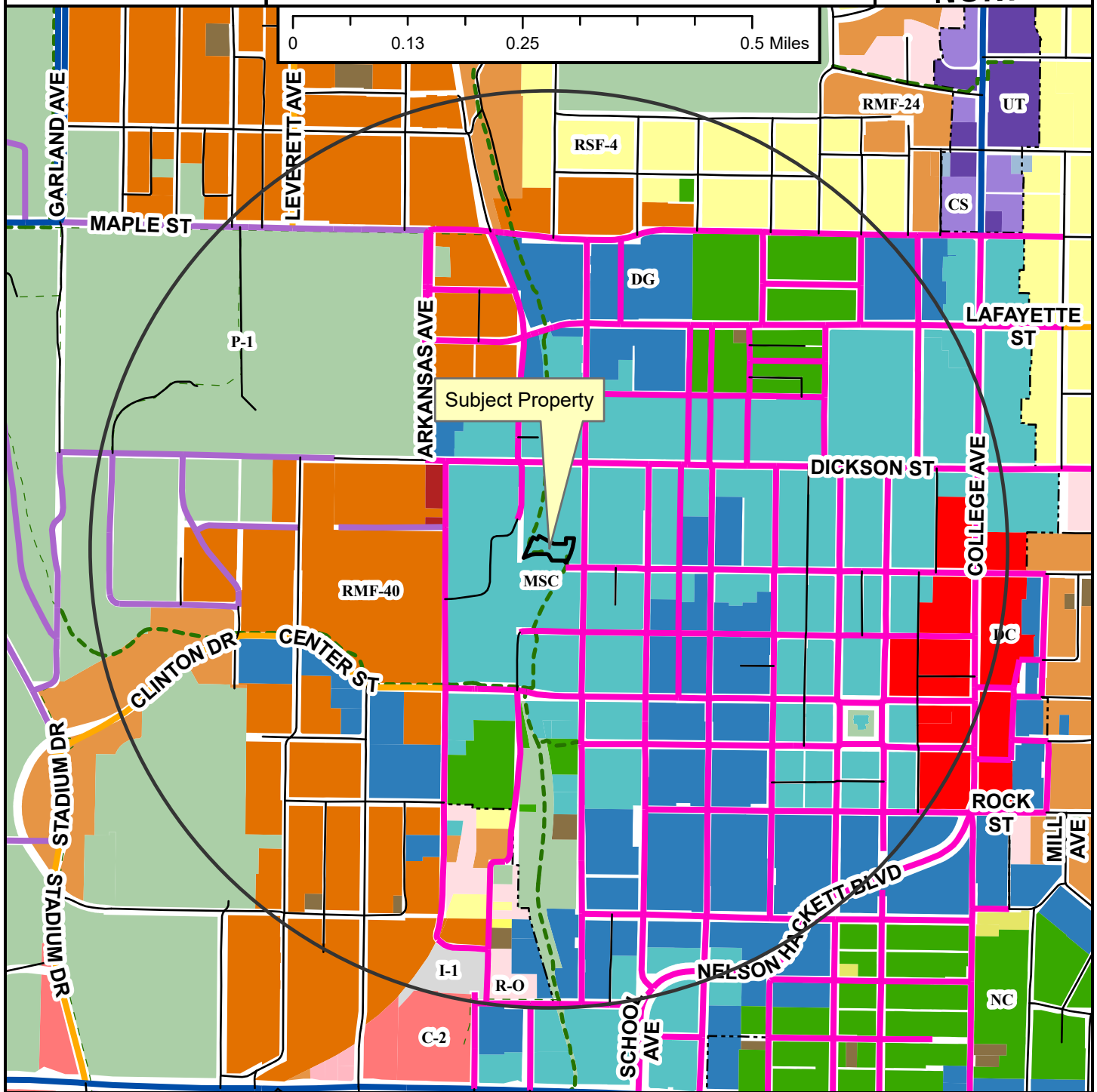
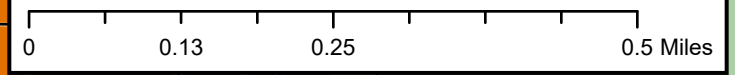
STATEMENT OF THE PROJECT'S COMPLIANCE WITH THE FAYETTEVILLE COMPREHENSIVE LAND USE PLAN

THE SUBJECT SITE IS LOCATED WITHIN THE HISTORICAL COMMERCIAL DESIGNATION IN THE FUTURE LAND USE MAP IN THE DOWNTOWN MASTER PLAN. THIS PROJECT AND DEVELOPMENT COMPLY WITH THE FUTURE LAND USE MAP.

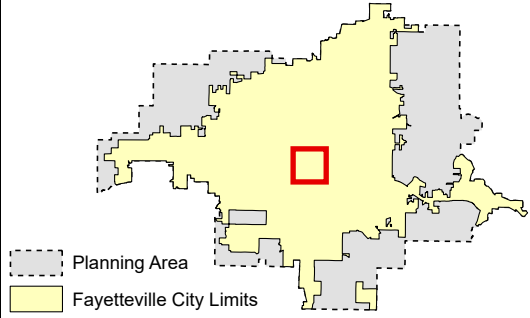


LEGAL DESCRIPTION:

PT SW NE 0.60 AC & PT BLOCK 7 0.13 AC PARKING LOT N WEST AVE PT VACATED WEST SPRING ST FURTHER DESCRIBED IN 2023-32962 AS: A PART OF THE SOUTHWEST QUARTER (SW¹/₄) OF THE NORTHEAST QUARTER (NE¹/₄) OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, IN THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE TRACTS OF LAND RECORDED IN THE WASHINGTON COUNTY RECORDER'S OFFICE IN BOOK 1340 AT PAGE 810 AND IN BOOK 1351 AT PAGE 302, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SW¹/₄ OF THE NE¹/₄; THENCE S86°59'3L"E (S87°09'15"E, PLAT), ALONG THE NORTH LINE OF SAID SW¹/₄ OF THE NE¹/₄, A DISTANCE OF 164.75 FEET (165.65 FEET, PLAT); THENCE S03°00'29"W (S02°48'48"W, PLAT), A DISTANCE OF 42.68 FEET (41.47 FEET, PLAT) TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DICKSON STREET AND THE EAST RIGHT-OF-WAY LINE OF THE ARKANSAS & MISSOURI RAILROAD, AS NOW ESTABLISHED; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S02°48'48"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 980.37 FEET AND A CHORD BEARING AND DISTANCE OF S14°47'51 "W, 366.22 FEET; THENCE ALONG SAID NON-TANGENT CURVE AN ARC DISTANCE OF 368.39 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE S60°10'51"E, A DISTANCE OF 27.29 FEET; THENCE N29°53'40"E, A DISTANCE OF 22.55 FEET; THENCE S60°06'20"E, A DISTANCE OF 96.03 FEET; THENCE S87°0 L '52"E, A DISTANCE OF 69.42 FEET; THENCE N03 °36'51 "E, A DISTANCE OF 34.00 FEET; THENCE S87°0 L '29"E, A DISTANCE OF 46.04 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 304.25 FEET AND A CHORD BEARING AND DISTANCE OF S 19°46'5 L "W, 146.83 FEET; THENCE ALONG SAID NON-TANGENT CURVE AN ARC DISTANCE OF 148.29 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF SPRING STREET, AS NOW ESTABLISHED; THENCE DEPARTING SAID NON-TANGENT CURVE N86°5L' L 1 "W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 4.34 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPERTY LINE ADJUSTMENT DULY RECORDED IN THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE IN FILE 2019-00000587; THENCE ALONG SAID PROPERTY LINE ADJUSTMENT DULY RECORDED IN THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE IN FILE 2019-00000587 FOR THE FOLLOWING SEVEN (7) COURSES; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE N02°06'00"E, A DISTANCE OF 10.44 FEET TO A FOUND CHISELED "X"; THENCE N87°09'36"W, A DISTANCE OF 77 .69 FEET TO A FOUND CHISELED "X"; THENCE N28°01'14"W, A DISTANCE OF 37.11 FEET TO A FOUND CHISELED "X"; THENCE N69°33'43"W, A DISTANCE OF 13.10 FEET TO A FOUND NAIL; THENCE N87°10'17"W, A DISTANCE OF 60.59 FEET TO A FOUND REBAR WITH CAP, "BATES 1642"; THENCE S85°31'4L"W, A DISTANCE OF 25.47 FEET TO A FOUND REBAR WITH CAP, "BATES 1642"; THENCE S68°44'21 "W, A DISTANCE OF 49.88 FEET TO A FOUND REBAR WITH CAP, "BATES 1642" BEING IN SAID EAST RIGHT-OF-WAY LINE OF THE ARKANSAS & MISSOURI RAILROAD; THENCE DEPARTING SAID PROPERTY LINE ADJUSTMENT DULY RECORDED IN THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE IN FILE 2019-00000587 AND ALONG SAID EAST RIGHT-OF-WAY LINE N26°06'02"E, A DISTANCE OF 99.09 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 980.37 FEET AND A CHORD BEARING AND DISTANCE OF N26°29' L 6"E, 31.66 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE AN ARC DISTANCE OF 31.66 FEET TO THE POINT OF BEGINNING. CONTAINING 24,559 SQUARE FEET OR 0.6 ACRES, MORE OR LESS, AND SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS OF RECORD.



- 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

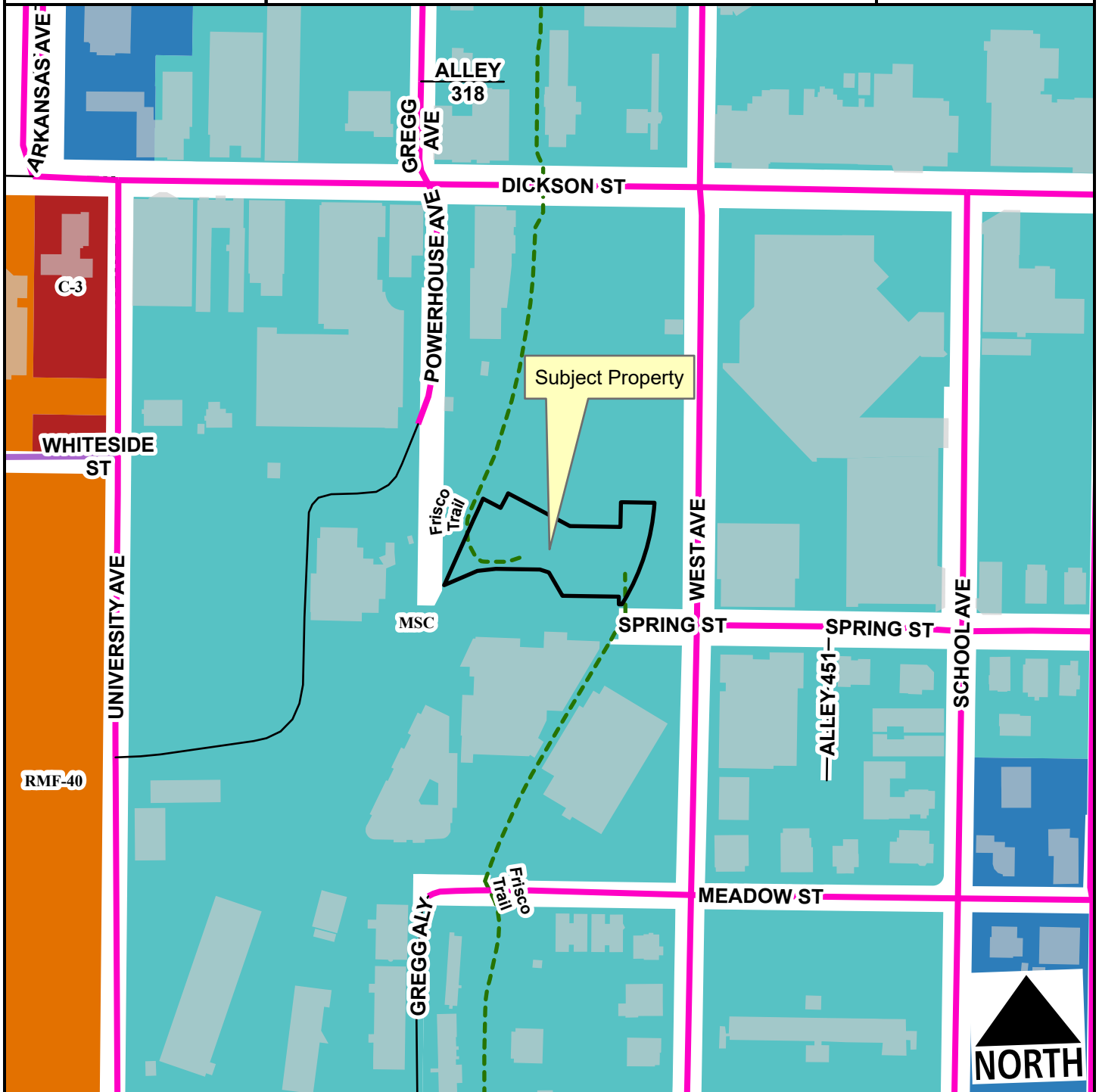


- | | |
|--|---|
| <p>Zoning</p> <p>RESIDENTIAL SINGLE-FAMILY</p> <ul style="list-style-type: none"> NS-G RH-U RH-12 NS-L Residential-Agricultural RSF-5 RSF-1 RSF-2 RSF-4 RSF-7 RSF-8 RSF-18 <p>RESIDENTIAL MULTI-FAMILY</p> <ul style="list-style-type: none"> RMF-6 RMF-12 RMF-19 RMF-24 RMF-40 <p>INDUSTRIAL</p> <ul style="list-style-type: none"> I-1 Heavy Commercial and Light Industrial | <ul style="list-style-type: none"> I-2 General Industrial <p>EXTRACTION</p> <ul style="list-style-type: none"> E-1 <p>COMMERCIAL</p> <ul style="list-style-type: none"> Residential-Office C-1 C-2 C-3 <p>FORM BASED DISTRICTS</p> <ul style="list-style-type: none"> Downtown Core Urban Thoroughfare Main Street Center Downtown General Community Services Neighborhood Services Neighborhood Conservation <p>PLANNED ZONING DISTRICTS</p> <ul style="list-style-type: none"> Commercial, Industrial, Residential <p>INSTITUTIONAL</p> <ul style="list-style-type: none"> P-1 |
|--|---|

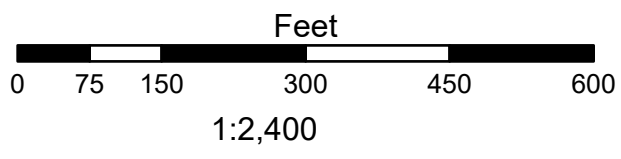
PZD-2024-0003

215 N. WEST AVE

Close Up View



- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District

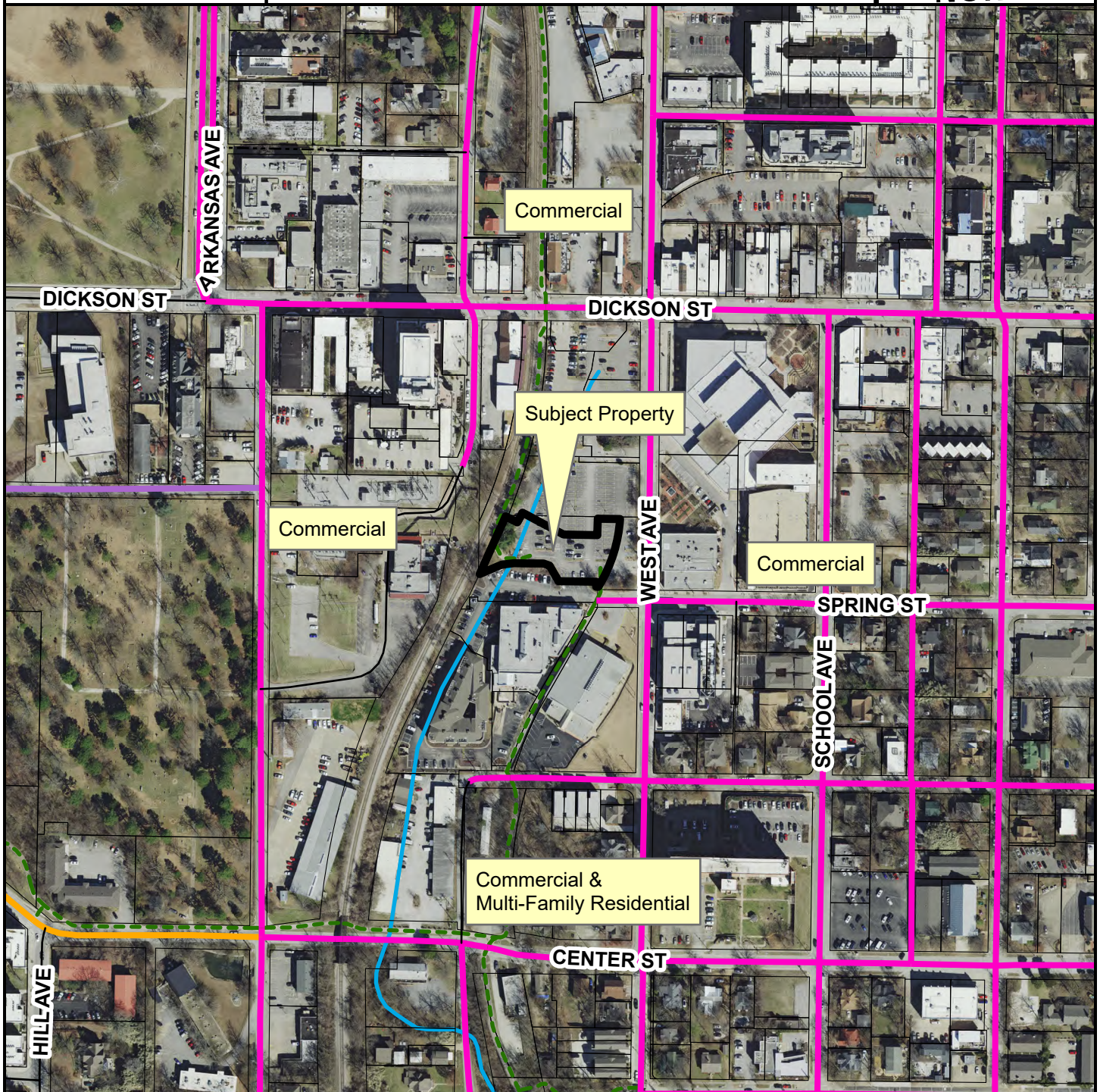


- RMF-40
- C-3
- Main Street Center
- Downtown General

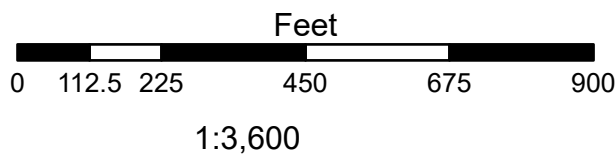
PZD-2024-0003

215 N. WEST AVE

Current Land Use



- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

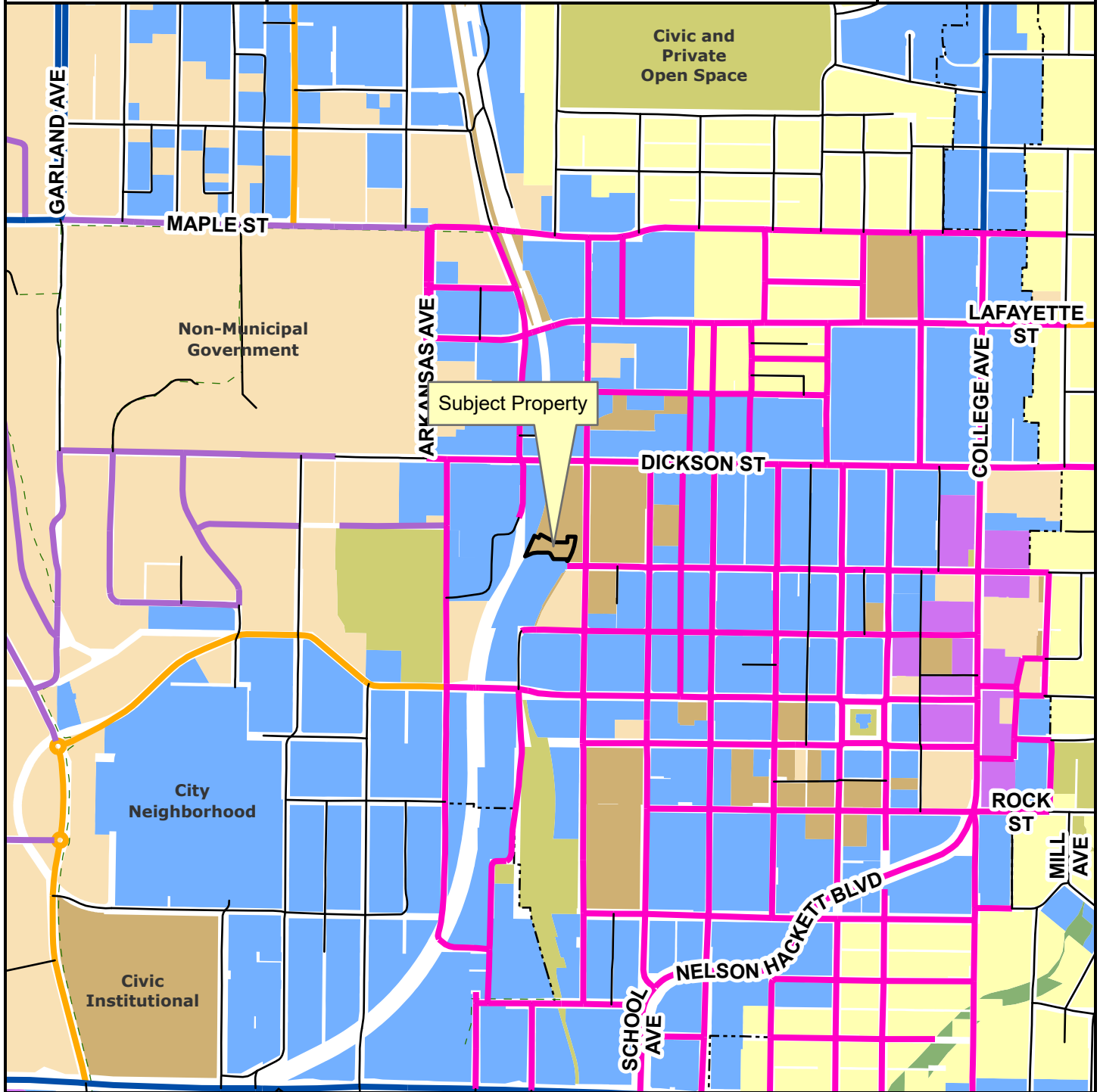


FEMA Flood Hazard Data

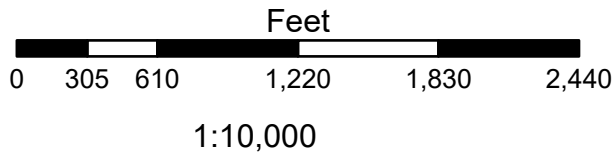
- 100-Year Floodplain
- Floodway



Future Land Use



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center