ARLINGTON COUNTY, VIRGINIA

A County Board Regular Meeting of Arlington County, Virginia, held at the Bozman Government Center 2100 Clarendon Boulevard, Room 307 Arlington, VA 22201 thereof on January 24, 2026, at 9:30 AM

PRESENT: Matt de Ferranti, Chair
Maureen Coffey, Vice-Chair
Susan Cunningham, Member
Julius D. "JD" Spain, Sr., Member
Takis Karantonis, Member

ALSO PRESENT: Mark Schwartz, County Manager
Ryan Samuel, County Attorney
Mason Kushnir, County Board Clerk
Jonathan Davis, County Board Deputy Clerk

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I PUBLIC COMMENT

Andrew Bryant spoke regarding Arlington's Comprehensive Plan update, advocating for more housing.

Julie Lee spoke regarding the necessity of a comprehensive study on lot coverage for single family homes.

Audrey Clement spoke regarding the Arlington County Police Department urging the recognition of good police officers.

Dr. David Wingard spoke regarding interactionability with Arlington County leadership and constituent services.

Gregg Kurasz spoke regarding Virginia House Bill 1314, highlighting the implications of the Bill and urging the County Board to advocate with legislators.

Ms. Kishori Mahulikar spoke regarding the one speaker per topic rule, urging the County Board to abolish it.

Sara E. Babb spoke regarding local government vision alignment, urging the County Board to open deliberate reflection on whether the County's vision and civic input mechanisms are upheld.

ANALYSIS OF CONTINGENT ACCOUNTS

The County Board received a Summary of Fiscal Year 2026 Contingent Accounts showing balances of $33,093,816 in Economic and Revenue Budget Stabilization, and $52,389,872 in the Affordable Housing Investment Fund as of January 22nd, 2026.

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II CONSENT ITEMS

On a motion by MATT DE FERRANTI, Chair, seconded by TAKIS KARANTONIS, Member, the County Board approved the Manager's recommendation on consent agenda items #1 - #28A, and #30 - #33.

Items #28.B and #29 were removed for a hearing at the Tuesday, January 27th Recessed Meeting.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

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- **Site Plans Requests, Amendments and Reviews**

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1. SPLA25-00034 Site Plan Amendment to amend signage related conditions at Penrose Square located at 2501 9th Road S. (PRC #25-016-012, -013 and-014).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the site plan amendment request to amend signage related conditions at Penrose Square, subject to all previously approved conditions and revised Condition #50.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The approved Site Plan Amendment reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA25-00034)

WHEREAS, an application for a Site Plan Amendment dated August 12, 2025, for Site Plan Amendment (SPLA25-00034), was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] prepared for the January 24, 2026, County Board meeting, the County Manager recommends that the County Board approved the Site Plan Amendment (SPLA25-00034) subject to all previous conditions applicable to the building at 2501 9th Road S. only (SP #402), as revised and set forth below and in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment (SPLA25-00034) on January 24, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complied with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
  - **Other modifications necessary to achieve the proposed development plan.**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety, and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated August 12, 2025 for SP #402, for a site plan amendment to revise signage related conditions for the parcel of real property known as RPC #25-016-012; 013;014 and 2501 9th Road S., the parcel so described shall be used subject to all previously approved conditions, with removal of condition #50 below:

~~50. The developer agrees to develop and submit a comprehensive sign plan and that all exterior signs (including identification and directional signage) shall be consistent with the guidelines contained in "Sign Guidelines for Site Plan Buildings" and meet, when possible,~~

~~the guidelines contained in the Columbia Pike Form Based Code (Section 20. – Appendix A of the Zoning Ordinance) and with Section 34 of the Zoning Ordinance. Modifications to the guidelines found within the Columbia Pike Form Based Code are permitted for the grocery store signs. The Zoning Administrator shall determine whether the signs meet the standards of the guidelines and the Ordinance. No sign permits will be issued until a comprehensive sign plan is approved. The developer agrees to obtain approval from the Zoning Administrator of the comprehensive sign plan before the issuance of the first Certificate of Occupancy. All proposed rooftop signs, defined as all signs that are 35 feet or more above the ground elevation at entrances, shall require a site plan approval or amendment.~~

~~The developer further agrees, in its fulfillment of Condition #64 below (retail attraction and marketing plan), that the only types of retail signs that shall be permitted shall be consistent with types of signs permitted by Section 34 of the Zoning Ordinance or with the comprehensive sign plan approved by the County Board on July 10, 2010 with amendments approved on July 21, 2012, and shall include some or all of the following: building wall signs; blade signs; window signs; carved, painted or sculptural signs; canopy or awning signs; logo signs; and, permanent quotes on building walls and blade signs.~~

~~The colors and materials of retail tenant signs shall harmonize with and complement the exterior materials and design of the individual retail storefronts so as to present a unified design approach for the individual retail unit. Individual tenants must apply for and obtain sign permits, including the design, colors, and materials of the signs, which shall be reviewed by the County Manager to ensure consistency with the comprehensive sign plan.~~

a. ~~The developer agrees that all project signs shall be consistent with the comprehensive sign plan prepared by Dodd Creative Group and dated June 30, 2010 and approved by the County Board on July 10, 2010 with amendments approved on July 21, 2012. The developer further agrees that all signs shall be of the number, type, size, location, and structure shown on the comprehensive sign plan. Sign lighting shall conform to the requirements of the Zoning Ordinance. The total project sign area shall not exceed 1,139.2 square feet, plus the additional 180 sq. ft. for the second floor retail along Columbia Pike as outlined below.~~

b. ~~The developer agrees that retail signage is limited to three (3) signs per retail bay, with the option of choosing among three (3) of the four (4) types of retail sign types (wall or canopy mounted, projecting, awning, or window) depicted in the comprehensive sign plan. The developer agrees that flexibility is permitted in the location of retail tenant signs (with the exception of the Giant Food store signs) in that the non-Giant retail tenant signs can be moved within each retail bay, so long as the sign area for each retail tenant is not exceeded. The developer agrees that each individual retail tenant will obtain sign permits for their signs, and will submit information on the total linear frontage for each retail tenant when applying for individual sign permits. The sign area for each retail sign will be based on the linear frontage for each retail tenant. The total retail linear frontage for the entire project will not exceed 624 sq. ft. for the 1st floor retail.~~

c. ~~The developer agrees that the second floor retail is permitted a total of 180 sq. ft. of retail signage, which shall be allocated as follows: 60 sq. ft. per tenant if there are three (3) second floor tenants, 90 sq. ft. per tenant if there are two (2) second floor tenants, and 180 sq. ft. total if there is one (1) second floor tenant. The developer agrees that retail signage for the second floor is limited to three (3) signs per retail bay, with the option of choosing among a wall, canopy mounted, projecting, or window, in the locations depicted in the comprehensive sign plan. For the projecting signs, each second story tenant shall be allowed to deploy such sign at the ground floor entrance in the location(s) depicted on the comprehensive sign plan.~~

d. ~~The developer agrees that minor changes to the approved signs may be approved administratively by the Zoning Administrator. For the purposes of the preceding sentence, minor changes shall include only the following: (i) a minor adjustment in the location of a sign to meet field conditions (less than 1 foot in any direction); or (ii) a minor change in the area of an individual sign (less than 5%).~~

e. ~~The developer agrees that one (1) temporary leasing sign is permitted as shown in the comprehensive sign plan. The temporary leasing sign must be removed one (1) year after placement on the building. The Zoning Administrator may reapprove the temporary leasing signs for a period of six (6) months at any time the developer demonstrates to the Zoning Administrator that the leased space is vacant or will become vacant within a period of sixty (60) days.~~

f. ~~The developer agrees that the Penrose Square rooftop building identification sign above 35 feet will include dimmable lighting that will allow the applicant to adjust the rooftop sign's lighting intensity. The applicant further agrees that if the County Manager finds that the intensity of the rooftop sign's lighting has an adverse effect on the surrounding area, the applicant will, within 24 hours notice from the County Manager, reduce the intensity of the lights to a level that, in the County Manager's reasonable judgment, will no longer have such an adverse effect.~~

#1 – Board Report

#1 – Item Attachment - SPLA25-00034 PENROSE SQUARE MAP

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2. SPLA25-00040 Site Plan Amendment (SP #56) to permit a reduction in parking, installation of rooftop equipment, and facade renovations, with a modification for parking ratio and other modifications necessary to achieve the proposed development, located at 1801 S. Bell St. (RPC# 34-026-038, -039, and -044).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the site plan amendment ordinance to SP #56 (attached to the staff report) to permit a reduction in parking, installation of rooftop equipment, and facade renovations, with a modification for parking ratio and other modifications necessary to achieve the proposed development subject to all previously approved conditions, amended Condition #1, and new Condition #9.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The adopted Site Plan Amendment reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA25-00040)

WHEREAS, an application for a Site Plan Amendment (SPLA25-00040) dated October 7, 2025, for an amendment to Site Plan #56, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] prepared for the January 24, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment (SPLA25-00040) subject to the revised Condition set forth below and in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment (SPLA25-00040) on January 24, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Permit a modification of the approved parking ratio to allow 1 space per 934 square feet of GFA for the building at 1801 S. Bell Street; and**
    - **Other modifications as necessary to achieve the Site Plan**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally approved on July 15, 1967 (Z-1882-67-1 and SP #56) and, pursuant to an application for Site Plan #56, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements (which drawings, etc.… are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment (SPLA25-00040) to permit a reduction in parking, installation of rooftop equipment, and facade renovations, with a modification for parking ratio and other modifications necessary to achieve the proposed development, on the parcels of real property known as 1801 South Bell Street, and (RPC#s 34-026-038, -039, -044), approval is granted and the parcels so described shall be used according to the Site Plan as originally approved on July15, 1967 (Z-1882-67-1 and SP #56), as shown in the records of the Office of Zoning administration, as amended from time to time, and as amended by the Revised Site Plan Amendment application (SPLA25-00040) dated October 7, 2025, subject to all previously approved conditions and the revised condition #1 and new condition #9 set forth below:

1. The Developer agrees that, irrespective of that stated in other conditions, after March 21, 2020, parking shall be provided for the site at a ratio of one (1) parking space per 886 square feet of gross floor area (including hotel use GFA), as reviewed and approved by the County Board and made a part of the public record on March 21, 2020. <u>The developer further agrees that the parking ratio for the office building at 1801 South Bell Street shall be one space for every 934 square feet of gross floor area.</u> The developer agrees that Community Facility parking shall be provided in accordance with Condition #60 of Site Plan #421. The developer further agrees that an additional 350 parking spaces within the Site Plan #56 garage shall be shared with and accessible for parking for Site Plan #421, for use by the tenants or guests of both Site Plans. The general location of the Community Facility spaces and the 350 shared spaces shall be shown on the Parking Management Plan for Site Plan #421. The dimensions of the parking spaces may be non-conforming, but shall not be tandem spaces.

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<u>9. The Developer agrees, for the building located at 1801 S. Bell Street known as Crystal Mall II, to comply with the revised plans dated December 17, 2025, and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term "Site Plan" shall refer to the approved special exception SP #56) and made a part of the public record on January 24, 2026, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the Developer and accepted by the County Board or vice versa, except as specified in other site plan conditions.</u>

#2 – Board Report

#2 – Item Attachment - PLANS

#2 – Item Attachment - MAP

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3. SPLA25-00045 Site Plan Amendment request to reconfigure internal portions of the Le Meridien Hotel (SP #25) by altering the layout of portions of the 4th floor and converting one 12th floor hotel room into three hotel rooms; located at 1121 19th St. N. (RPC # 16-018-146).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the ordinance (attached to the staff report) to amend Site Plan #25 to reconfigure portions of the interior layout of the Le Meridien Hotel's 4th floor and convert one 12th floor hotel room into three hotel rooms, subject to all previously approved conditions, amended condition #1 and new condition #75.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The approved Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA25-00045)

WHEREAS, an application for a Site Plan Amendment dated October 21, 2025, for SPLA25-00045 for an amendment to Site Plan #25, was filed with the Office of the Zoning Administrator; and

WHEREAS, Site Plan #25 was originally approved by the County Board on July 22, 2000, and amended from time to time as shown in the records of the Office of the Zoning Administrator; and

WHEREAS, as indicated in the Staff Report prepared for the January 24, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment (SPLA25-00045) subject to conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment (SPLA25-00045) on January 24, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Required parking (ACZO §14.3) to allow a hotel parking ratio of 0.49 spaces per hotel room**
    - **Other modifications necessary to achieve the proposed development project.**
- Functionally relates to other structures permitted in the district and will not be injurious

or detrimental to the property or improvements in the neighborhood; and

- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDINED that, as originally requested by an application dated October 21, 2025 for SPLA25-00045 for an amendment to Site Plan #25, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records, for a Site Plan Amendment to amend Condition #1 and new Condition #75 to amend the hotel parking ratio, reconfigure the interior layout of the Le Meridien Hotel lobby (4th floor), and the Le Meridien 12th floor, with no net change in total density, as shown on plans entitled "12th Floor Demolition Plan", "Partial 12th Floor Plan", "4th Floor Demolition Plan", and "Overall 4th Floor Plan" prepared by PRIME AE, dated December 8, 2025, ("Plans") and as approved by the County Board on January 24, 2026 for the parcel of real property known as RPC # 16-018-146, located at 1121 19th St. N, approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on July 22, 2000, and amended from time to time as shown in the records of the Office of the Zoning Administrator, subject to all previously approved conditions for Site Plan #25, and amended Condition #1 and new Condition #75.

The following conditions pertain to the site plan amendment approved by the County Board on January 24, 2026, and shall supersede all previous conditions where conflicts arise.

1. The developer (as used in these conditions, the term developer also includes the owner, the applicant and all successors and assigns) agrees to comply with the standard conditions set forth in Administrative Regulation 4.1 and the plans dated February 15, 2002 and December 8, 2025, and reviewed and approved by the County Board and made a part of the public record on May 18, 2002 and January 24, 2026, together with any modifications proposed by the developer and accepted by the County Board or vice versa. This site plan approval expires three (3) years after the date of County Board approval if the approved plan is not under construction. Extension of this approval shall be at the sole discretion of the County Board. The developer agrees that this discretion shall include a review of this site plan and its conditions for their compliance with then current County policies for land use, zoning and special exception uses. Extension of the site plan is subject to, among other things, inclusion of amended or additional site plan conditions necessary to bring the plan into compliance with then current County policies and standards together with any modifications proposed by the developer and accepted by the County Board or vice versa.

75. The applicant agrees to construct the improvements ("Improvements") permitted by this site plan amendment as shown on the application package and plans entitled "12th Floor Demolition Plan", "Partial 12th Floor Plan", "4th Floor Demolition Plan", and "Overall 4th Floor Plan" prepared by PRIME AE, dated December 8, 2025, ("Plans") and as approved by the County Board on January 24, 2026, provided that the furniture and other impermanent objects shown on the Plans are illustrative and subject to change. The applicant further agrees to submit and obtain all necessary administrative approvals to permit such changes to the building as allowed by this site plan amendment.

#3 – Board Report

#3 – Item Attachment – ATTACHMENT 1 – PREVIOUSLY APPROVED CONDITIONS 62

#3 – Item Attachment – PLAN SHEETS

#3 – Item Attachment – ZONING MAP

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- **Use Permit Requests, Amendments and Reviews**

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4. U-3571-19-1 Use Permit Review (St. Thomas More Cathedral School) for a child care center for up to 50 children; located at 76 N. Glebe Road (RPC# 20-031-002).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board discontinued the use permit for a child care center for up to 50 children, located at 76 N. Glebe Road.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#4 – Board Report

#4 – Item Attachment - MAP

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5. UPER24-00030 USE PERMIT REVIEW To permit a child care center for up to 216 children (Primrose School of National Landing); located at 2461 S. Clark St. (RPC#34-020-035).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board discontinued the use permit for a child care center for up to 216 children (Primrose School of National Landing); located at 2461 S. Clark St.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#5 – Board Report

#5 – Item Attachment – PREVIOUS BOARD ACTIONS

#5 – Item Attachment – UPER24-00030 MAP

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6. UPER24-00033 Use Permit Review for a personal service retail use (instruction to children under 18 years of age) with a maximum enrollment of up to 55 students (Signature in the Schools); located at 2784 S. Arlington Mill Drive (RPC# 29-020-099).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for a personal service retail use (instruction to children under 18 years of age) with maximum enrollment of up to 55 students (Signature in the Schools), subject to the previously approved conditions and with an administrative review in three (3) years (January 2029) and no further scheduled County Board review.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The renewed Use Permit reads as follows:

Approved Conditions (UPER24-000033 Signature in the Schools):

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.

2. The applicant agrees that the hours of operation would be Monday – Sunday 10 AM – 8 PM. The applicant further agrees that the maximum permitted enrollment is 55 or such number as determined by the maximum total occupant load, inclusive of children and adults, shall be as determined and designated by the Inspection Services Division in accordance with the Virginia Uniform Statewide Building Code, which may also be fewer than the maximum noted above.

3. The applicant agrees to submit a transportation plan depicting and explaining pickup/ drop-off procedures (Transportation Plan) for students and/or their parent/caregiver related to the program subject to this use permit (UPER24-00033) and submit the Transportation Plan to the Zoning Administrator prior to the issuance of a Certificate of Occupancy for the program subject to this use permit (UPER24-00033). The applicant agrees that the Transportation Plan shall indicate where parents/caregivers, students, and visitors may park and where drop-off/pick-up of students will occur in a manner that does not obstruct the use of any travel way or fire lane within the Village of Shirlington and its surrounding public streets. The Transportation Plan shall include specific information related to parking opportunities and restrictions within the neighborhood, bus stop locations, bicycle racks, and bikeshare stations. The applicant agrees to provide to all student families the Transportation Plan.

#6 – Board Report

#6 – Item Attachment – LOCATION MAP

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7. UPER25-00030 Use Permit for live entertainment at Oasis Listening Bar, located at 1220 N. Fillmore St., Suite 105, and 2940 Clarendon Blvd. (RPC #18-014-346).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the use permit for live entertainment (Oasis Listening Bar) located at 1220 N. Fillmore St. and 2940 Clarendon Blvd., subject to the proposed conditions of the staff report, with an administrative review in four (4) months (May 2026) and a County Board review in one (1) year and four (4) months (May 2027).

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

(Live Entertainment: UPER25-00030):

1. This use permit for live entertainment (UPER25-00030) was approved by the County Board on January 24, 2026, and is applicable for the establishment located at 1220 N. Fillmore Street (Suite 105) and 2940 Clarendon Boulevard.

2. The applicant agrees that live entertainment is permitted only during the following days and times:

Day	Hours
Monday	5 P.M. to 12 A.M.
Tuesday	5 P.M. to 12 A.M.
Wednesday	5 P.M. to 12 A.M.
Thursday	5 P.M. to 12 A.M.
Friday	5 P.M. to 1:30 A.M.
Saturday	10 A.M. to 1:30 A.M.
Sunday	10 A.M. to 12 A.M.
Any Day Prior to a Designated Federal Holiday[1]	Until 1:30 A.M.

[1] Includes Sunday's that fall on the eve of federal holidays

3. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County Ordinances (i.e. Zoning Ordinance) and Codes (i.e. Noise Control Ordinance), and State statutes, including the laws and regulations enforced by the Community Health Protection Bureau, the Fire Marshal, the Police Department and the Virginia Alcohol Beverage Control Board (ABC).

4. The applicant agrees that on-site dedicated security shall be provided for the purpose of ensuring orderly conduct of patrons at any time when live performance bands or deejays are operating within the establishment. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only, and their presence shall be made visible to all patrons through identifiable clothing indicating their role as security.

5. The applicant agrees that under no circumstances shall live entertainment be permitted in a location outside of the establishment's building, which includes broadcasting live entertainment to outside speakers.

6. The applicant agrees that windows and doors shall remain closed, with the exception of allowing the passage of patrons and goods into and out of the establishment, and shall not be propped open during the operation of live entertainment.

7. The applicant agrees that no sound or audio or video entertainment, including but not limited to television or audio device playing of music and/or sports events, may be piped into by use of speakers, played, or projected so as to be visible or audible from the outdoor café area or rooftop area before 9 a.m. or after 11 p.m. on Fridays and Saturdays and before 9 a.m. or after 10 p.m. on Sundays through Thursdays.

8. The applicant agrees that all staff employed by the establishment who serve alcohol to customers shall have TIPS (Training for Intervention Procedures) certification (or equivalent training accepted by the Virginia Alcohol Beverage Control Board (ABC). The applicant agrees to keep a record of TIPS training certification for all employed restaurant staff, including all new staff, and submit this information to the County upon the County's request.

9. The applicant agrees to participate in all meetings of the Clarendon Live Entertainment Group to work through issues associated with the operation of live entertainment at the subject location, and as a whole within Clarendon. The applicant agrees to identify a representative with management authority or an ownership interest in the establishment who will attend all such meetings and to provide the name and contact information, with updates as necessary, to the County's Clarendon Live Entertainment Group staff liaison.

10. The applicant agrees to post signs in the windows of the establishment which inform patrons to respect the peace of residential neighborhoods, refrain from littering and/or loitering in the neighborhood, and to avoid parking in the residential neighborhoods.

11. The applicant agrees to utilize employees of the establishment, which may include security members, so that any patrons queuing outside of the establishment while waiting to enter during live entertainment events will remain in an orderly line for the purpose of not obstructing pedestrian passage of the sidewalk or vehicular movements in the travel ways.

12. The applicant agrees to make customers aware of the establishment's proximity to the Clarendon Metro Station, available parking for the establishment, and any special parking arrangements available for customers of the establishment through clearly recognizable postings inside of the establishment and on their website.

13. The applicant agrees to timely broom sweep and remove trash from the sidewalk (using non-motorized tools and methods), including the curbside gutter, in front of the establishment within one (1) hour of its closing for the evening, including any outdoor seating area, if applicable.

14. The applicant agrees to designate a representative of the establishment with management authority or an ownership interest in the establishment as a neighborhood liaison for the purpose of communicating with nearby residents and neighbors to address concerns which may be related to the operation of the establishment's live entertainment. The applicant further agrees to the following:

    a. That the onsite liaison shall be available during the hours of the business's operation to receive and respond to community concerns regarding issues related to the establishment's live entertainment operations.

    b. That the name, telephone number, and email address of the neighborhood liaison shall be provided to the following:

        i. The County's Clarendon Live Entertainment Group (CLEG) staff liaison.
        ii. The Clarendon-Courthouse Civic Association President
        iii. The Lyon Village Citizens' Association President
        iv. The Clarendon Alliance Executive Director.

    c. Promptly update the County's CLEG staff liaison and the community groups listed in this condition of any changes to the establishment's designated neighborhood liaison.

15. The applicant agrees to become a participating member of the Arlington Restaurant Initiative (ARI) within three (3) months of County Board approval.

16. The applicant agrees that in the event of a change of ownership of the establishment subject to this use permit, that the new ownership will provide updated information prior to the issuance of a Certificate of Occupancy for the new ownership of the establishment for the following conditions:

    - #8: TIPS Training
    - #9: CLEG Participation
    - #14: Neighborhood Liaison
    - #15: ARI Membership

17. The applicant agrees to either post a copy of these approved conditions in a visible location near the front door of the establishment or to make them immediately available for inspection upon request.

18. The applicant agrees that dancing is not a permitted use unless granted by the County Board by use permit amendment. Further, the applicant agrees that tables and chairs are not to be removed for the purposes of creating a dance floor or congregating area.

#7 – Board Report

#7 – Item Attachment – LOCATION MAP

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- **Vacations, Easements, Encroachments, Leases and Other Dispositions of Public Property**

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8. Deed of easements between the County Board of Arlington County, Virginia, and the Virginia Passenger Rail Authority, for Permanent and temporary easements on portions of County-owned parcels that are Part of Long Bridge Park, Identified as RPC Nos. 34-023-005 and 34-024-349; and deed of easement for public use and access on a portion of a County-owned parcel that is part of Long Bridge Park, identified as RPC. No. 34-023-005; both as part of the Virginia Passenger Rail Authority Long Bridge South Project.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

(1) Approved the deed of easements (attached to the staff report) between the County Board of Arlington County, Virginia, and the Virginia Passenger Rail Authority, for permanent and temporary easements on portions of County-owned parcels that are part of Long Bridge Park, identified as RPC Nos. 34-023-005 and 34-024-349.

(2) Approved the deed of easement (attached to the staff report) for public use and access on a portion of a County-owned parcel that is part of Long Bridge Park, identified as RPC. No. 34-023-005. In addition,

(3) Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute both deeds on behalf of the County Board, subject to approval as to form of both deeds by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#8 – Board Report

#8 – Item Attachment – ATTACHMENT 1 DEED OF EASEMENTS

#8 – Item Attachment – ATTACHMENT 2 – PUBLIC USE AND ACCESS EASEMENT AND PLAT

#8 – Item Attachment – ATTACHMENT 3 – VICINITY MAPS

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9. Ordinance to permit the encroachment of a transformer vault and lift out panels within an existing easement for public street and utilities purposes, on property owned by MCP

III Arlington LLC, located at 3401 Columbia Pike, Arlington, Va. (RPC# 23-041-007), with conditions.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board enacted the ordinance (attached to the staff report) to permit the encroachment of a transformer vault and lift out panels within an existing easement for public street and utilities purposes, on property owned by MCP III Arlington LLC, located at 3401 Columbia Pike, Arlington, Va. (RPC# 23-041-007), with conditions.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The enacted Ordinance reads as follows:

ORDINANCE TO PERMIT THE ENCROACHMENT OF A TRANSFORMER VAULT AND LIFT OUT PANELS WITHIN AN EXISTING EASEMENT FOR PUBLIC STREET AND UTILITIES PURPOSES, ON PROPERTY OWNED BY MCP III ARLINGTON LLC, LOCATED AT 3401 COLUMBIA PIKE, ARLINGTON, VIRGINIA (RPC# 23-041-007), WITH CONDITIONS:

BE IT ORDAINED by the County Board of Arlington County, Virginia, that the Applicant, MCP III Arlington LLC ("Applicant/Owner"), as owner of the property known as 3401 Columbia Pike (RPC# 23-041-007), a transformer vault and lift out panels ("Vault") are hereby permitted to encroach into, under and within the County's easement for public street and utilities purposes created by Deed of Easement dated September 5, 1972, and recorded in Deed Book 1797 at Page 171 among the Land Records.

The dimensions (length, width, height and depth elevations) and spatial location of the permitted encroachment are depicted on Exhibit A attached to this report as "Encroachment Area Transformer Vault 818 S.F. or 0.019 AC." on a plat entitled "Plat Showing Encroachment Area within an Existing Easement for Public Street and Utilities Purposes Deed Book 1797, Page 171 on Lots 8 & 9, and Parts of Lots 1, 2, 3, 12 & 13 Block 1, Alcova Heights, Deed Book 175 Page 184, Arlington County, Virginia", dated October 20, 2025, revised through November 14, 2025, prepared by Bohler, and attached hereto as Exhibit A ("Plat"). Such portions of the Vault, and all associated equipment, appendages, and facilities thereto, are only permitted to serve the building to be constructed under FBCN25-00005 Use Permit, as amended ("FBC"). No other structures are permitted to be installed or constructed by the Applicant/Owner, or to exist within the County easement shown on the Plat.

BE IT FURTHER ORDAINED that this permission for the encroachment shall continue until such time as those portions of Vault encroaching within the Easement are destroyed, removed, no longer in use, or not continuously and promptly maintained by the Applicant/Owner. Nothing in this Ordinance shall be construed either: to allow the installation by Applicant/Owner of any structure other than the Vault encroaching into the areas as shown on the Plat; or to allow any greater encroachment beyond the dimensions and spatial area shown on the Plat.

BE IT FURTHER ORDAINED that the Applicant/Owner, its successors and assigns, shall continuously and promptly maintain the Vault, and maintain, restore, repair, and replace all County owned facilities, within and adjacent to the Easement, including any facilities, which are damaged by the installation, maintenance, destruction, continued existence, repair or removal of the encroaching Vault structure, in accordance with all applicable County standards.

BE IT FURTHER ORDAINED that this Ordinance shall not be construed to release the Applicant/Owner, its successors and assigns, of negligence on their part on account of such encroachment, and the Applicant/Owner, by constructing, or causing to be

constructed, and by continuing to have the Vault encroach within the County easement, thereby agrees for itself, its successors and assigns, to indemnify and hold harmless the County Board of Arlington County, Virginia and County officials, officers, employees, and agents from all claims, negligence, damages, costs and expenses arising out of the construction, maintenance, repair and removal of the Vault, and the permission for the portions of the Vault to encroach within the Easement permitted by this Ordinance.

BE IT FURTHER ORDAINED that on or before January 24, 2029, the Applicant/Owner, at its sole expense, shall cause a certified copy of this Ordinance and the Plat, approved by the Director of the Department of Environmental Services or his designee, to be recorded in the land records of the Arlington County Circuit Court and evidence thereof shall be promptly delivered by the Applicant to the Real Estate Bureau Chief, Department of Environmental Services.

#9 – Board Report

#9 – Item Attachment – EXHIBIT A – ENROACHMENT PLAT

#9 – Item Attachment – ATTACHMENTS 2-4, VICINITY MAPS

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10. Third amendment to the deed of lease between the County Board of Arlington County, Virginia, as landlord, and Aspire After-school Learning, a Virginia corporation, as tenant, for space in the Arlington Mill Community Center, located at 909 S. Dinwiddie St., Arlington Va. (RPC# 22-001-725).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the third amendment to deed of lease between the County Board of Arlington County, Virginia, as landlord, and Aspire After-school Learning, a Virginia corporation, as tenant, for space in the Arlington Mill Community Center, located at 909 S. Dinwiddie St., Arlington Va. (RPC# 22-001-725). In addition, the County Board authorized the Real Estate Bureau Chief, Department of Environmental Services or his designee to sign the third amendment to the deed of lease and any related documents on behalf of the County Board, subject to approval as to form by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#10 – Board Report

#10 – Item Attachment – ATTACHMENTS

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- **Ordinances, Plans and Policies**

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11. ZOA-2026-01 An ordinance to amend, reenact, and recodify Article 9, Section 3 of the Arlington County Zoning Ordinance (ACZO) relating to provisions for County Board approval of site plans in the Fort Myer Heights North Special District.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance (Attachment 1 of the staff report) to amend, reenact, and recodify Article 9, Section 3 of

the Arlington County Zoning Ordinance (ACZO) relating to provisions for County Board approval of special exception site plans in the Fort Myer Heights North Special District.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The adopted Ordinance reads as follows:

ZOA-2026-01

AN ORDINANCE TO AMEND, REENACT, AND RECODIFY ARTICLE 9, SECTION 3 OF THE ARLINGTON COUNTY ZONING ORDINANCE (ACZO), AS SET FORTH IN ATTACHMENT 2, TO CLARIFY PROVISIONS FOR COUNTY BOARD APPROVAL OF SPECIAL EXCEPTION SITE PLANS WITHIN THE "REVITALIZATION AREA" DESIGNATED IN THE FORT MYER HEIGHTS NORTH PLAN, AS SET FORTH IN THE REGULATIONS FOR THE FORT MYER HEIGHTS NORTH SPECIAL DISTRICT, TO FACILITATE THE CREATION OF A CONVENIENT, ATTRACTIVE AND HARMONIOUS COMMUNITY, TO PROTECT AGAINST DESTRUCTION OF OR ENCROACHMENT UPON HISTORIC AREAS, TO PROMOTE THE CREATION AND PRESERVATION OF AFFORDABLE HOUSING SUITABLE FOR MEETING THE CURRENT AND FUTURE NEEDS OF ARLINGTON COUNTY AS WELL AS A REASONABLE PROPORTION OF THE CURRENT AND FUTURE NEEDS OF VIRGINIA PLANNING DISTRICT 8, AND FOR OTHER REASONS REQUIRED BY PUBLIC NECESSITY, CONVENIENCE, GENERAL WELFARE, AND GOOD ZONING PRACTICE.

Be it ordained that Article 9, Section 3 of the Arlington County Zoning Ordinance (ACZO) is hereby amended, reenacted, and recodified, as set forth in Attachment 2, to clarify provisions for County Board approval of special exception site plans within the "revitalization area" designated in the Fort Myer Heights North Plan, as set forth in the regulations of the Fort Myer Heights North Special District, to facilitate the creation of a convenient, attractive and harmonious community, to protect against destruction of or encroachment upon historic areas, to promote the creation and preservation of affordable housing suitable for meeting the current and future needs of Arlington County as well as a reasonable proportion of the current and future needs of Virginia Planning District 8, and for other reasons required by public necessity, convenience, general welfare, and good zoning practice.

#11 – Board Report

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12. Non-codified Ordinances, Chapter 67 (Trees and Shrubs), Article III, of The Arlington County Code Designating Two Trees As "Specimen Trees" In Accordance with Arlington County's Trees and Shrubs Ordinance so that they are subject to protection from removal or injury.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinances (attached to the staff report) to designate two trees on private property as "Specimen Trees" in accordance with Arlington County's Trees and Shrubs Ordinance so that they are subject to protection from removal or injury.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The adopted Ordinance reads as follows:

ADOPTION OF NON-CODIFIED ORDINANCES PURSUANT TO CHAPTER 67 (TREES AND SHRUBS), ARTICLE III OF THE ARLINGTON COUNTY CODE, DESIGNATING TWO TREES

AS "SPECIMEN TREES," IN ACCORDANCE WITH ARLINGTON COUNTY'S TREE PRESERVATION ORDINANCE SO THAT THEY ARE SUBJECT TO PROTECTION FROM REMOVAL OR INJURY.

BE IT ORDAINED, by the County Board of Arlington County, Virginia, that pursuant to Chapter 67 (Trees and Shrubs), Article III of the Arlington County Code the following ordinances are adopted as follows:

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AN ORDINANCE DESIGNATING A SPECIMEN TREE AT 1710 S. QUEEN ST.

BE IT ORDAINED that the County Board of Arlington County, Virginia hereby designates the Sugar Maple (Acer saccharum) located at 1710 S. Queen St., a Specimen Tree, pursuant to its authority under Arlington County Code § 67-6 and upon recommendation of the urban forester, and that the tree shall be accorded all protections as provided in the applicable provisions of Chapter 67 of the Arlington County Code; and,

BE IT FURTHER ORDAINED that the County Manager shall take the steps necessary to place this ordinance in the appropriate land records of Arlington County so that the future owners of the property are aware of the protection provided the designated tree.

AN ORDINANCE DESIGNATING A SPECIMEN TREE AT 4022 18th ROAD N. (RPC# 06-023-014)

BE IT ORDAINED that the County Board of Arington, Virginia, hereby designates the Black Oak (*Quercus velutina*) located at 4022 18th Road, N. (RPC #06-023-014), a Specimen Tree, pursuant to its authority under Arlington County Code § 67-6 and upon recommendation of the urban forester, and that the tree shall be accorded all protections as provided in the applicable provisions of Chapter 67 of the Arlington County Code; and,

BE IT FURTHER ORDAINED that the County Manager shall take the steps necessary to place this ordinance in the appropriate land records of Arlington County so that the future owners of the property are aware of the protection provided the designated tree.

#12 – Board Report

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- **Other**

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13. Resolution to initiate an amendment to the Arlington County Zoning Ordinance related to electric vehicle charging.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the initiating resolution (attached to the staff report) for an amendment to the Arlington County Zoning Ordinance (ACZO) (Attachment 1 of the staff report).

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The adopted Resolution reads as follows:

RESOLUTION TO INITIATE AMENDMENTS TO THE ARLINGTON COUNTY ZONING ORDINANCE TO ADDRESS ELECTRIC VEHICLE CHARGING

WHEREAS, in accordance with Code of Virginia Sections 15.2-2285 and 15.2-2286, the County Board of Arlington County ("County Board") may amend the Arlington County Zoning Ordinance (ACZO) whenever it determines that public necessity, convenience, general welfare, and good zoning practice require such change; and

WHEREAS, specific, tailored standards for electric vehicles, electric vehicle charging stations, or electric vehicles supply equipment in alignment with the Community Energy Plan (CEP), an element of Arlington's Comprehensive Plan should be codified in the ACZO; and

WHEREAS, Goal 4 of the CEP, calls for Arlington to *"move more people with fewer greenhouse gas emissions";* and

WHEREAS, the CEP establishes a policy to "*promote and encourage electric vehicles in the private and commercial sectors including supporting convenient charging stations throughout Arlington*" in order to achieve Goal 4; and

WHEREAS, the Charging Smart program (funded by the U.S. Department of Energy), in partnership with Virginia Clean Cities, identified barriers to EV charging in the ACZO, such as the lack of clear definitions and designation as accessory use and standards;

WHEREAS, County Board and County staff recommend updating zoning ordinance to consider amendments that may include but not be limited to definitions, use designations and use standards in order to facilitate establishing electric vehicle supply charging and equipment throughout the County; and

WHEREAS, the County Board has determined that amending the ACZO is required by pubic necessity, convenience, general welfare, and good zoning practice and is consistent with the Code of Virginia Section 15.2-2284,

NOW, THEREFORE, BE IT RESOLVED that the County Board hereby initiates amendments to the ACZO related to electric vehicle charging.

#13 – Board Report

#13 – Item Attachment – ATTACHMENT 1 – INITATING RESOLUTION

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- **Capital Projects**

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14. Award of contract to Imperio Construction LLC. to provide on-call concrete maintenance and construction services at various locations throughout the county.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of the contract resulting from negotiation number N1306 to Imperio Construction LLC. to provide concrete maintenance and construction at various locations throughout the County in an amount not to exceed the approved funding per fiscal year. In addition, the County Board authorized the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#14 – Board Report

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15. Award of contract to Milani Corporation LLC for the construction of Ft. Myer Drive sidewalk improvements as part of the Ft. Myer Drive Sidewalk Widening and Signals Project.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of a contract resulting from Negotiation No. RFQ N1289 to Milani Corporation LLC for the construction services of the Ft. Myer Drive Sidewalk Widening and Signals Project in the amount of $2,354,122.05 and an allocation of $470,824.41 as a contingency for change orders or increased quantities for a total contract authorization of $2,824,946.46. In addition, the County Board authorized the Purchasing Agent to execute the contract documents subject to legal review by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#15 – Board Report

#15 – Item Attachment – VICINITY MAP

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16. Award of contract to Sagres Construction Corporation for the rehabilitation and replacement of the Gulf Run Force Main (sanitary sewer pipe).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of the contract resulting from ITB No. N1278 to Sagres Construction Corporation for the rehabilitation and replacement of the Gulf Run Force Main from the Gulf Run Pump Station by the intersection of 36th Road North and Military Road, along Military Road to the north, to 38th Street North and North Oakland Street in the amount of $2,947,750.00 and an allocation of $589,550.00 as a contingency for change orders or increased quantities, for a total contract authorization of $3,537,300.00. In addition, the County Board authorized the Purchasing Agent to execute the contract documents subject to legal review by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#16- Board Report

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17. Award of contract to Azuria Water Solutions Inc. dba Insituform Technologies, LLC, for the rehabilitation of the Rosslyn Large Diameter Sanitary Sewer from the intersection of North Lynn Street and 19th Street North to 1011 Arlington Blvd. (River Place Condominiums) for the Rosslyn Large Diameter Sanitary Sewer Rehabilitation project.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of contract resulting from Invitation to Bid No. N1243 to Azuria Water Solutions Inc. dba Insituform Technologies, LLC, for the rehabilitation of the Rosslyn Large Diameter Sanitary Sewer from the intersection of North Lynn Street and 19th Street North to 1011 Arlington Blvd. (River Place Condominiums) in the amount of $4,770,380.00 and an allocation of $477,038.00 as a contingency for change orders or increased quantities for a total contract authorization of $5,247,418.00. In addition, the County Board authorized the Purchasing Agent to execute the contract documents subject to legal review by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#17 – Board Report

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18. Award of the contract to Branch Builds, Inc. to provide construction services for the Gunston Park Playground Renovation located at 1401 S. 28th St.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of the contract resulting from Negotiation No. RFQ N1195 to Branch Builds, Inc. to provide construction services for the Gunston Park Playground Renovation located at 1401 S. 28th Street in the amount of $1,080.090.92 and an allocation of $80,000.00 as a contingency (7.45%) for a total contract authorization of $1,160,090.92. In addition, the County Board authorized the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#18 – Board Report

#18 – Item Attachment – EXHIBIT A – FINAL CONCEPT

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- **Appropriations, Grant Applications and Other Contracts**

19. Acceptance and appropriation of a Virginia Department of Environmental Quality (DEQ) State Litter Prevention and Recycling grant.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board authorized the County Manager or his designee to accept $51,653.11 from Virginia Department of Environmental Quality (DEQ) State Litter Prevention and Recycling grant funds. In addition, the County Board appropriated $51,653.11 in one-time grant funding from the Virginia Department of Environmental Quality (DEQ) State Litter Prevention and Recycling grant funds program (101.4042002.461101.00000.ELTTR.0000) to the Department of Environmental Services 101.4042002.524402.00000.ELTTR.0000) to support litter prevention and recycling programs and the Expanded Polystyrene (EPS) Campaign.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#19 – Board Report

#19 – Item Attachment – DEQ GRANT AWARD LETTER

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20. Acceptance and appropriation of funds from the U.S Department of Transportation Federal Highway Administration (FHWA) competitive award under the Charging and

Fueling Infrastructure (CFI) Discretionary Grant in the amount of $400,000, as a sub awardee to the Metropolitan Washington Council of Governments (MWCOG) award.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

(1) Approved the documents (attached to the staff report), which constitute a sub awardee grant agreement with MWCOG for the CFI award to support the installation of electrical vehicle charging equipment at County-owned sites.

(2) Authorized the County Manager or designee, in a form approved by the County Attorney, to execute the documents (attached the staff report) and anything else necessary to effectuate the subaward under the FHWA CFI program with MWCOG. In addition,

(3) Appropriated $400,000 from the FHWA through MWCOG (313.471101) to the Department of Environmental Services (313.4034002) for the MWCOG CFI program

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#20 – Board Report

#20 – Item Attachment – COG CFI SUB AWAREDEE AGREEMENT

#20 – Item Attachment – ATTACHMENT A

#20 – Item Attachment – ATTACHMENT B

#20 – Item Attachment – ATTACHMENT C

#20 – Item Attachment – ATTACHMENT D – COG TERMS CONDITIONS

#20 – Item Attachment – ATTACHMENT E – ARLINGTON CFI WORKPLAN

#20 – Item Attachment – ATTACHMENT F – CERTIFICATIONS REGARDING DEBAREMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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21. Virginia Department of Transportation (VDOT) Project Agreement for Universal Project Code (UPC) 128266 - South George Mason Drive multimodal improvements.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board

(1) Approved the resolution committing the County to its locally funded portion of the project (South George Mason Drive Multimodal Improvements) and authorizing the County Manager, or his designee, to execute all documents associated with the VDOT Project Agreement, subject to approval as to form by the County Attorney (Attachment A of the staff report).

(2) Approved the VDOT Project Agreement (Attachment B of the staff report).

(3) Accepted $3,630,258 in funding from VDOT. In addition,

(4) Appropriated funding as follows: $3,630,258 in Congestion Mitigation and Air Quality (CMAQ) funding (330.4024002.471201.ZDC33.EV266.0000) to the Department of Environmental Services ([DES], 330.4024002.599201.ZDC33.EV266.0000) for the South George Mason Drive (SGMD) Multimodal Improvements.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#21 – Board Report

#21 – Item Attachment – ATTACHMENT B – STANDARD PROJECT AGREEMENT (SPA)

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22. Acceptance and appropriation of an additional $33,235 in Pass-Through Federal Funding for the Crisis Intervention Team in Fiscal Year (FY) 2026 from the Virginia Crisis Intervention Team Coalition (Virginia CIT).

This item was removed from the Agenda and County Board consideration.

23. Approval and execution of Department of Human Services' (DHS) Permanent Supportive Housing (PSH) Program and Funding Agreements with eight landlord properties serving PSH residents within affordable housing units.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved and authorized the County Manager or his designee to execute eight PSH Program and Funding Agreements, on behalf of the County Board, between the County Board of Arlington County and the properties(listed in the staff report) for project-based units previously committed to the County under an Affordable Housing Investment Fund (AHIF) affordability loan agreement or units previously committed to DHS with funding aligned with the DHS' annual approved budget cycle.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#23 – Board Report

#23 – Item Attachment – 2022 FORM PSH AGREEMENT – AHIF LOAN WITH PROPERTY

#23 – Item Attachment – 2022 FORM PSH AGREEMENT – NO AHIF LOAN WITH PROPERTY

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24. Acceptance and appropriation of a Virginia Department of Criminal Justice Services (DCJS) Calendar Year (CY) 2026 Unmanned Aircraft Trade and Replace (UATR) Program grant award.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board authorized the County Manager or his designee to accept $25,000 in grant funds related to the DCJS CY 2026 Unmanned Aircraft Trade and Replace Program, act in connection with the application related to such grant funds, provide additional information as may be required, and to execute, in a form approved by the County Attorney, grant agreements (attached) and anything else necessary to effectuate the County's grants. In addition, the County Board appropriated $25,000 in state grant

funds from the Virginia DCJS (101.3021002.461101) to the Arlington County Police Department (ACPD) (101.3021002) for costs associated with the administration of the grant program.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#24 – Board Report

#24 – Item Attachment – DCJS AWARD #560802 – BOARD AGENDA ATTACHMENT

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- **Acquisitions or Leases of Real Property**

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25. Agreement of sale for the acquisition of real property and improvements known as 5822 19th St. N., Arlington, Va. (RPC# 10-022-032) for stormwater mitigation purposes.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

(1) Approved the Agreement of Sale (attached to the staff report) between Kathleen Trainor and Michael O'Malley ("Sellers") and the County Board of Arlington County, Virginia ("Purchaser") for the sale and purchase of the real property and improvements known as 5822 19th St. N., Arlington, Va. (RPC# 10-022-032).

(2) Approved the Post-Settlement Occupancy Agreement (attached to the staff report) between Kathleen Trainor and Michael O'Malley and the County Board of Arlington County, Virginia, for the temporary occupancy of 5822 19th St. N., Arlington, Va. (RPC# 10-022-032) after settlement. In addition, the County Board authorized the Real Estate Bureau Chief, or his designee, to execute the Agreement of Sale, the Post-Occupancy Settlement and all related documents necessary for the acquisition of the property, subject to approval as to form of all documents by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#25 – Board Report

#25 – Item Attachment – EXHIBIT A – AGREEMENT OF SALE

#25 – Item Attachment – EXHIBIT B – POST SETTELMENT OCCUPANCY AGREEMENT

#25 – Item Attachment – ATTACHMENTS 1-3

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26. Deed of easements from Mohammad Faruk and Mohammed S. Ali to the County Board of Arlington County, Virginia, for permanent and temporary easements on portions of the property located at 305 S. Carlin Springs Road, Arlington, Va., RPC No. 21-022-001, for the Carlin Springs Road Pedestrian Improvements Project.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board accepted the deed of easements from Mohammad Faruk and Mohammed S. Ali to the County Board of Arlington County, Virginia, for permanent and temporary easements on portions of the property located at 305 S. Carlin Springs Road, Arlington, Va., RPC No. 21-022-001. In addition, the County Board authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept the deed of easements, attached (to the staff report) as Attachment 1, on behalf of the County Board, subject to approval as to form by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#26 – Board Report

#26 – Item Attachment – ATTACHMENT 1 – DEED OF EASEMENTS AND PLAT

#26 – Item Attachment – ATTACHMENT 2 – VICINITY MAPS

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27. Deed of easements between Quinn Street Development, LLC, and the County Board of Arlington County, Virginia for permanent easements for i) ingress, egress, emergency vehicle access and public utilities purposes, ii) public sidewalk and utilities purposes, and iii) public street and utilities purposes, on Lots 26 and 27, West Colonial Heights, located at 2109 and 2111 N. Quinn St., Arlington, Va. (RPC#s 16-006-004 and 16-006-016).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the deed of easements (attached to the staff report) between Quinn Street Development, LLC, and the County Board of Arlington County, Virginia for permanent easements for i) ingress, egress, emergency vehicle access and public utilities purposes, ii) public sidewalk and utilities purposes, and iii) public street and utilities purposes, on Lots 26 and 27, West Colonial Heights, located at 2109 and 2111 N. Quinn St., Arlington, Va. (RPC#s 16-006-004 and 16-006-016). In addition, the County Board authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute, on behalf of the County Board, the deed of easements ("Easements"), and any related documents, subject to approval as to form of all documents by the County Attorney.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#27 – Board Report

#27 – Item Attachment – EXHIBIT A – DEED OF EASEMENTS

#27 – Item Attachment – ATTACHMENTS 1-3, VICINITY MAPS

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- **Requests to Advertise**

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28. Request to advertise future public hearings by the Planning Commission and the County Board to consider the following actions for two sites in the Langston Boulevard Planning District, at future dates concurrent with consideration of associated site plan and rezoning applications for each site:

A. An amendment to the General Land Use Plan (GLUP) from "Low-Medium" Residential to "Low" Office-Apartment-Hotel for an area located at 2031 N. Woodrow St. (RPC #07-010-001 and -002), associated with the Leckey Gardens site plan application (SPLN25-00007, SP #482); and

B. An amendment to the GLUP from "Service Commercial" and "Public" to "Medium" Office-Apartment-Hotel for an area located at 3130 Langston Blvd. (RPC #15-012-041), associated with the Walgreens site plan application (SPLN24-00004, SP #481).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

Adopted the attached resolution (Attachment 1) to authorize advertisement of public hearings by the Planning Commission and County Board, to future dates concurrent with consideration of the Leckey Gardens site plan and rezoning applications (SPLN25-00007 / SP #482 and REZN25-00006), to consider and resolve to amend the GLUP from "LowMedium" Residential to "Low" Office-Apartment-Hotel for an area located at 2031 N. Woodrow St. (RPC #07-010-001 and -002), as shown in Attachment 2.
Item 28 (B) was removed for a hearing at the Tuesday, January 27th Recessed Meeting.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The adopted Resolution reads as follows:

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF PUBLIC HEARINGS BY THE PLANNING COMMISSION AND THE COUNTY BOARD TO A DATE CONCURRENT WITH A HEARING ON THE LECKEY GARDENS SITE PLAN APPLICATION (SPLN25-00007, SP #482) TO CONSIDER AND RESOLVE TO AMEND THE GENERAL LAND USE PLAN FROM "LOW-MEDIUM" RESIDENTIAL TO "LOW" OFFICE-APARTMENT-HOTEL FOR AN APPROXIMATELY 1.36-ACRE AREA LOCATED AT 2031 N. WOODROW STREET. (RPC #07-010-001 AND -002), AS SHOWN IN ATTACHMENT 2.

The County Board of Arlington hereby authorizes the advertisement of public hearings by the Planning Commission and County Board to a date concurrent with a hearing on the Leckey Gardens site plan application (SPLN25-00007, SP #482) to consider and resolve to amend the General Land Use Plan from "Low-Medium" Residential to "Low" Office-Apartment-Hotel for an approximately 1.36-acre area located at 2031 N. Woodrow Street (RPC #07-010-001 and 002), as shown in Attachment 2.

#28 – Board Report

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29. Consideration of the following actions pertaining to the 2847 Wilson Boulevard Special General Land Use Plan (GLUP) Study:

A. Acceptance of the 2847 Wilson Boulevard Special General Land Use Plan Study Document.

B. Request to advertise future public hearings by the Planning Commission and County Board to consider an amendment to the General Land Use Plan (GLUP) from "Service Commercial" and "Low" Residential (1-10 units/acre) to all "Service Commercial" and to incorporate the entire site into the "Clarendon Revitalization District" as being in the realm of consideration for the area located at 2847 Wilson Blvd., and 1421 and 1425 N. Fillmore St. (RPC #15-065-002, -004, -015, and -019).

Item 29 was removed for a hearing at the Tuesday, January 27th Recessed Meeting.

#29 – Board Report

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30. Request to authorize advertisement of a public hearing at the February 21, 2026, County Board meeting to consider adoption of an ordinance with an effective date of March 1, 2026 to amend, reenact, and recodify Chapter 14.2 (Motor Vehicles and Traffic), Article I (Motor Vehicle Code), Division 2 (Regulation of Traffic), Subdivision D (Parking Meter Zones), Sections 14.2-44 (Parking Time Limits; When Parking Meters Operate) and 14.2-44.1 (Temporary Parking Meter Regulations for the Performance Parking Pilot Project in Certain Commercial Corridors) of the Arlington County Code to permanently establish the County's performance parking program.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted a resolution (Attachment A of the staff report) to authorize advertisement of a public hearing at the February 21, 2026, County Board meeting to consider adoption of an ordinance with an effective date of March 1, 2026, to amend, reenact, and recodify Chapter 14.2 (Motor Vehicles and Traffic), (a) Article I (Motor Vehicle Code), Division 1 (Generally), Section 14.2-7.1 (Fines for Nonmoving Violations) and Division 2 (Regulation of Traffic), Subdivision D (Parking Meter Zones), Sections 14.2-44 (Parking Time Limits; When Parking Meters Operate) and 14.2-44.1 (Temporary Parking Meter Regulations for the Performance Parking Pilot Project in Certain Commercial Corridors) and (b) Article IX (Car-Sharing), Sections 14.2-109 (Free-Floating Car-share Program) and 14.2-110 (Reserved-Space Car-share Program) of the Arlington County Code to permanently establish the County's performance parking program.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The adopted Resolution reads as follows:

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF A PUBLIC HEARING AT THE FEBRUARY 21, 2026, COUNTY BOARD MEETING TO CONSIDER ADOPTION OF AN ORDINANCE WITH AN EFFECTIVE DATE OF MARCH 1, 2026, TO AMEND, REENACT, AND RECODIFY CHAPTER 14.2 (MOTOR VEHICLES AND TRAFFIC), (A) ARTICLE I (MOTOR VEHICLE CODE), DIVISION 1 (GENERALLY), SECTION 14.2-7.1 (FINES FOR NONMOVING VIOLATIONS) AND DIVISION 2 (REGULATION OF TRAFFIC), SUBDIVISION D (PARKING METER ZONES), SECTIONS 14.2-44 (PARKING TIME LIMITS; WHEN PARKING METERS OPERATE) AND 14.2-44.1 (TEMPORARY PARKING METER REGULATIONS FOR THE PERFORMANCE PARKING PILOT PROJECT IN CERTAIN COMMERCIAL CORRIDORS) AND (B) ARTICLE IX (CAR-SHARING), SECTIONS 14.2-109 (FREE-FLOATING CAR-SHARE PROGRAM) AND 14.2-110 (RESERVED-SPACE CAR-SHARE PROGRAM) OF THE ARLINGTON COUNTY CODE TO PERMANENTLY ESTABLISH THE COUNTY'S PERFORMANCE PARKING PROGRAM

The County Board of Arlington County, Virginia, hereby resolves that the following item shall be advertised for a public hearing at the February 21, 2026, County Board meeting to consider the following:

Adoption of an ordinance with an effective date of March 1, 2026, to amend, reenact, and recodify Chapter 14.2 (Motor Vehicles and Traffic), (a) Article I (Motor Vehicle Code), Division 1 (Generally), Section 14.2-7.1 (Fines for Nonmoving Violations) and Division 2 (Regulation of Traffic), Subdivision D (Parking Meter Zones), Sections 14.2-44 (Parking Time Limits; When Parking Meters Operate) and 14.2-44.1 (Temporary Parking Meter Regulations for the Performance Parking Pilot Project in Certain Commercial Corridors) and (b) Article IX (Car-Sharing), Sections 14.2-109 (Free-Floating Car-share Program) and 14.2-110 (Reserved-Space Car-share Program) of the Arlington County Code to permanently establish the County's performance parking program as follows:

ORDINANCE WITH AN EFFECTIVE DATE OF MARCH 1, 2026, TO AMEND, REENACT, AND RECODIFY CHAPTER 14.2 (MOTOR VEHICLES AND TRAFFIC), (A) ARTICLE I (MOTOR VEHICLE CODE), DIVISION 1 (GENERALLY), SECTION 14.2-7.1 (FINES FOR NONMOVING VIOLATIONS) AND DIVISION 2 (REGULATION OF TRAFFIC), SUBDIVISION D (PARKING METER ZONES), SECTIONS 14.2-44 (PARKING TIME LIMITS; WHEN PARKING METERS OPERATE) AND 14.2-44.1 (TEMPORARY PARKING METER REGULATIONS FOR THE PERFORMANCE PARKING PILOT PROJECT IN CERTAIN COMMERCIAL CORRIDORS) AND (B) ARTICLE IX (CAR-SHARING), SECTIONS 14.2-109 (FREE-FLOATING CAR-SHARE PROGRAM) AND 14.2-110 (RESERVED-SPACE CAR-SHARE PROGRAM) OF THE ARLINGTON COUNTY CODE TO PERMANENTLY ESTABLISH THE COUNTY'S PERFORMANCE PARKING PROGRAM

BE IT ORDAINED, by the County Board of Arlington County, Virginia, effective March 1, 2026, that Chapter 14.2 (Motor Vehicles and Traffic), (a) Article I (Motor Vehicle Code), Division 1 (Generally), Section 14.2-7.1 (Fines for Nonmoving Violations) and Division 2 (Regulation of Traffic), Subdivision D (Parking Meter Zones), Sections 14.2-44 (Parking Time Limits; When Parking Meters Operate) and 14.2-44.1 (Temporary Parking Meter Regulations for the Performance Parking Pilot Project in Certain Commercial Corridors) and (b) Article IX (Car-Sharing), Sections 14.2-109 (Free-Floating Car-share Program) and 14.2-110 (Reserved-Space Car-share Program) of the Arlington County Code is amended, reenacted, and recodified as follows:

***

ARLINGTON COUNTY CODE

Chapter 14.2

MOTOR VEHICLES AND TRAFFIC

***

ARTICLE I.

MOTOR VEHICLE CODE

DIVISION 1.

GENERALLY

***

§ 14.2-7.1. Fines for Nonmoving Violations.

Each law enforcement officer or other employee charged with the duty of enforcing violations shall attach to each vehicle whose operator is in violation of §§ 14.2-1, 14.2-2, 14.2-3, 14.2-3.1, 14.2-32, 14.2-33, 14.2-34, 14.2-38, 14.2-38.1, 14.2-40, 14.2-41, 14.2-42, 14.2-43, 14.2-44, 14.2-45, 14.2-85, 14.2-87, 14.2-96 and 14.2-106 of the County Code, a notice to the operator thereof that such vehicle has been parked in violation of one (1) or more of these sections.

A. The fines to be paid prior to issuance of a warrant for violation of Arlington County parking ordinances, except as otherwise provided in § 14.2-7.1.B, shall be the following:

1. Forty dollars ($40.00) for exceeding the time limit on meter (§§ 14.2-42, 14.2-43, 14.2-44, § 14.2-44.1, and 14.2-45).

2. Fifty dollars ($50.00) for parking in restricted zone (§§ 14.2-33 and 14.2-40); fifty dollars ($50.00) for parking, without consent, on private property (§ 14.2-3.2); and sixty dollars ($60.00) for unlawful parking on a weather emergency street (§ 14.2-87);

3. Fifty dollars ($50.00) for not parking on the right side of two-way street (§ 14.2-2 and § 46.2-889 of the Code of Virginia);

4. Fifty dollars ($50.00) for parking on an interstate highway continuously for more than twenty-four (24) hours (§ 14.2-2); fifty dollars ($50.00) for leaving a motor vehicle unattended for a period of ten (10) days (§ 14.2-3); and fifty dollars ($50.00) for abandoned vehicle (§ 14.2-3);

5. Fifty dollars ($50.00) for parking commercial vehicle in residential zone (§§ 14.2 33 and 14.2-34);

6. Fifty dollars ($50.00) for parking outside designated space (§ 14.2-38);

7. Fifty dollars ($50.00) for parking within twenty (20) feet of corner (§ 14.2-38);

8. Fifty dollars ($50.00) for parking within fifteen (15) feet of fire hydrant (§ 14.2 38);

9. Fifty dollars ($50.00) for obstructing traffic, violating temporary "No Parking" zone, or creating a hazard (§§ 14.2-2, 14.2-3, 14.2-32, 14.2-38, and 14.2-86, and § 46.2-888 of the Code of Virginia);

10. Fifty dollars ($50.00) for leaving vehicle unattended with motor running (§ 46.2-1071 of the Code of Virginia);

11. Fifty dollars ($50.00) for failure to display valid Virginia license tags (§ 14.2-2 and § 46.2-715 of the Code of Virginia);

12. Fifty dollars ($50.00) for failure to display any valid license tag (§ 14.2-2);

13. Fifty dollars ($50.00) for failure to display valid Virginia inspection sticker (§ 14.2-2);

14. Fifty dollars ($50.00) for parking in a fire lane (§ 14.2-38);

15. Fifty dollars ($50.00) for double parking (§ 14.2-38);

16. Five hundred dollars ($500.00) for unlawful parking in a space restricted for use by disabled persons (§ 14.2-38.1);

17. Fifty dollars ($50.00) for parking in violation of residential permit parking restrictions (§ 14.2-106);

18. Fifty dollars ($50.00) for any nonmoving violation for which a fine is not specifically provided elsewhere in this chapter;

19. Fifty dollars ($50.00) for parking or placing any automobile, truck, trailer or other vehicle upon or in any street, alley or parkway for the purpose of selling or offering the same for sale or rent.

20. Fifty dollars ($50.00) for parking or placing any automobile, truck, trailer or other vehicle not defined as a tour bus in a tour bus parking zone.

21. Sixty dollars ($60.00) for tour buses that exceed the time line on a meter in a tour bus zone.

22. Fifty dollars ($50) for unauthorized motor vehicles standing or parking in a designated car-share parking station (§ 14.2-110).

B. Notwithstanding § 14.2-7.1.A, fines to be paid prior to issuance of a warrant for violation of the following Arlington parking ordinances occurring at Washington National Airport shall be:

1. Thirty dollars ($30.00) for exceeding time limit on meter (§ 14.2-43);

2. Forty dollars ($40.00) for parking in restricted or reserved area without a permit (§ 14.2-96);

3. Fifty-five dollars ($55.00) for parking within fifteen (15) feet of a fire hydrant (§ 14.2-38);

4. Fifty-five dollars ($55.00) for double parking (§ 14.2-38); and

5. Fifty-five dollars ($55.00) for parking a motor vehicle, except in an attended parking area, for over seventy-two (72) hours without the specific approval of the Airport Manager (§ 14.2-96).

The fines assessed in accordance with this section shall be paid by the violator within thirty (30) days of issuance of the notice of violation. If payment is not made within thirty (30) days, the violator will be assessed a late payment fee of twenty-five dollars ($25.00) for each outstanding notice of violation. Nothing in this Section shall affect any fines, forfeitures, or penalties set for violation of Arlington County ordinances after issuance of a parking summons or warrant. (9-23-78; 2-24-79; Ord. No. 82-3, 4-1-82; Ord. No. 85-15, 4-27-85; Ord. No. 85-43, 2-1-86; Ord. No. 86-4, 1-25-86; Ord. No. 86-6, 2-8-86; Ord. No. 87-10, 4-4-87; Ord. No. 87-19, 6-7-87; Ord. No. 89-13, 7-1-89; Ord. No. 90-35, 10- 20-90; Ord. No. 92-10, 7-1-92; Ord. No. 92-33, 7-11-92; Ord. No. 92-34, 7-11-92; Ord. No. 92-42, 8-8-92; Ord. No. 92-49, 9-26-92; Ord. No. 92-52, 11-14-92; Ord. No. 97-12, 6-21-97; Ord. No. 97-13, 6-21-97; Ord. No. 98-6, 7-1-98; Ord. No. 98-18, 6-6-98; Ord. No. 02-02, 1-26-02; Ord. No. 06-03, 3-14-06; Ord. No. 10-02, 4-24-10; Ord. No. 10-07, 4-24-10, effective 7-1-10; Ord. No. 12-06, 5-19-12; Ord. No. 12-10, 9-15-12, effective 10-1-12; Ord. No. 16-08, 12-13-16; Ord. No. 18-09, 4-21-18, effective 7-1-18; Ord. No. 19-06, 4-23-19; Ord. No. 21-01, 2-20-2021, effective 4-1-2021)

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DIVISION 2.

REGULATION OF TRAFFIC

***

SUBDIVISION D.

Parking Meter Zones

***

§ 14.2-44. Parking Time Limits; When Parking Meters Operative.

A. The County Manager or his designee may designate the approved parking meter zone as established under § 14.2-40 of this Code as thirty (30) minute, one (1) hour, two (2) hour, or over two (2) hour parking meter zones. Notwithstanding any provision of this Subdivision D to the contrary, a vehicle displaying disabled parking license plates, organizational removable windshield placards, permanent removable windshield placards, temporary removable windshield placards issued under § 46.2-1241 of the Code of Virginia, "DV" disabled parking license plates issued under § 46.2-739 B of the Code of Virginia, disabled parking license plates issued under § 46.2-731 of the Code of Virginia, or a duly authorized handicapped license plate, decal or permit issued by the Department of Motor Vehicles or similar state agency of another state or the District of Columbia, may be parked for sixty (60) minutes in a thirty (30) minute parking meter zone, two (2) hours in a one-hour parking meter zone, and four (4) hours in a two (2) hour parking meter zone.

B. Parking or standing a vehicle during the hours of meter operation in a designated space or area in a parking meter zone shall be lawful upon the deposit of coin or coins of the United States of America or upon the use of a credit card or other acceptable form of payment or upon the proper designation of time on an in-vehicle parking regulator at the following maximum rates, unless a lower rate is determined by the County Manager after considering, among other factors, volume, duration, and time of duty of metered parking space utilization:

1. Thirty (30) minute parking meter zone: One dollar and seventy-five cents ($1.75) for each hour parked.

2. One (1) hour parking meter zone: One dollar and seventy-five cents ($1.75) for each hour parked.

3. Two (2) hour parking meter zone: One dollar and seventy-five cents ($1.75) for each hour parked.

4. Four (4) hour parking meter zone: One dollar and seventy-five cents ($1.75) for each hour parked.

5. Over four (4) hour meter zone: One dollar and fifty cents ($1.50) for each hour parked.

6. Tour bus parking zone: Three dollars ($3.00) for each hour parked.

C. Said parking meters, except those in tour bus parking zones, shall be operated in said parking meter zones every day between the hours of 8:00 a.m. and 8:00 p.m. except Sundays and holidays; provided, however, that the County Manager or his designee may provide for different hours of meter operation in such parking meter zones whenever he determines that traffic conditions in any particular zone required such change; in which case the County Manager shall cause a tag, showing the hours of meter operation, to be affixed to each meter in the zone affected by such change and he shall have other appropriate signs erected showing the hours of legal parking in such zone. Upon the affixing of such tag and erection of such signs, the hours of meter operation shall be that indicated on such tags and signs.

D. This section does not apply to areas subject to § 14.2-44.1.

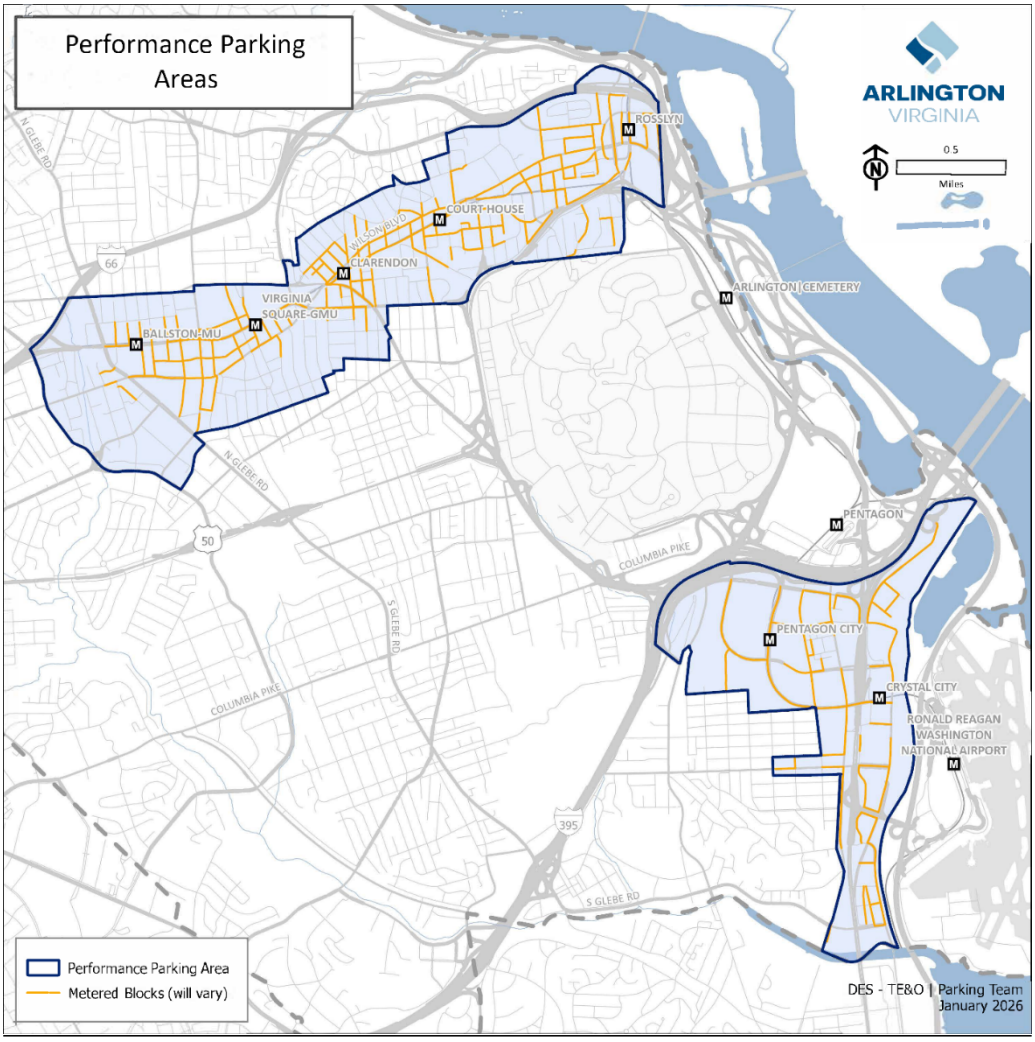
(7-9-69; 6-3-72; 3-17-80; Ord. No. 83-12, 7-1-83; Ord. No. 88-10, 5-21-88; Ord. No. 89-30, 11 21-89; Ord. No. 92- 33, 7-11-92; Ord. No. 98-4, 6-1-98; Ord. No. 99-7, 4-10-99; Ord. No. 07-06, 4-21-07, effective 7-01-07; Ord. No. 10- 01, 3-13-10; Ord. No. 10-02, 4-24-10; Ord. No. 11-04, 4-16-11, effective 7-1-11; Ord. No. 12-06, 5-19-12; Ord. No. 15-05, 5-16-15, effective 9-7-15; Ord. No. 18-08, 4-21-18, effective 7-1-18)

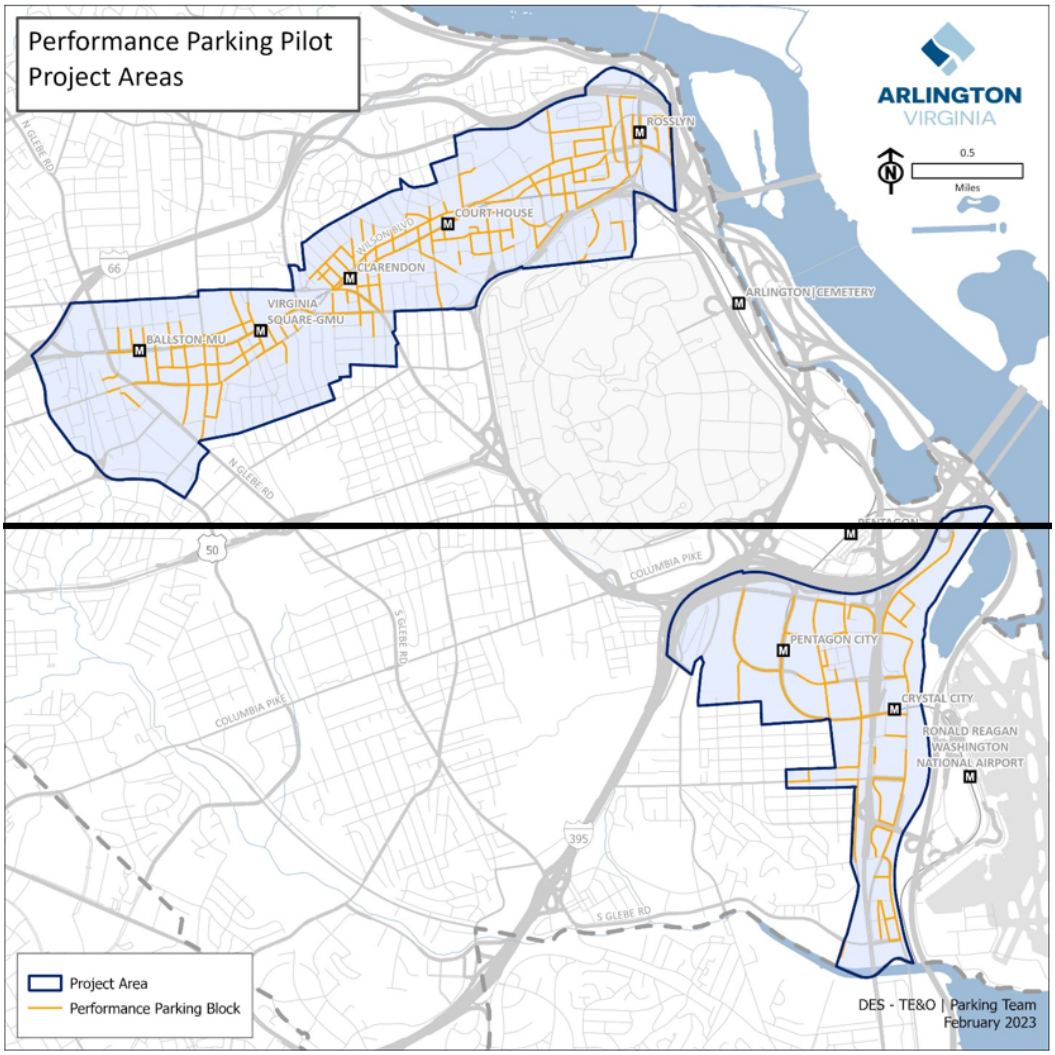
§ 14.2-44.1. Parking Meter Regulations for ~~the~~ Performance Parking Areas ~~Pilot Project in Certain Commercial Corridors.~~

A. Applicability.

1. *Performance Parking ~~Project~~ Area.* The geographic area subject to this section - ("Performance Parking Area") ~~(the "Project Area")~~ consists of the Ballston-Rosslyn and Pentagon City-Crystal City corridors. Headings and illustrations, including Figure 14.2-44.1, are provided for convenience and reference only and do not define or limit the scope of any provision of this section. In case of any difference of meaning or implication between the text of this section and any heading, drawing, table, figure, or illustration, the text controls.

Figure 14.2-44.1: Performance Parking ~~Project~~ Area





2. [Reserved]*Duration.* ~~Commencing at 12:00 a.m. on March 1, 2024, the County Manager or their designee shall implement a "Performance Parking Pilot Project" in certain commercial corridors (the "Pilot Project"). The term of the Pilot Project shall last for a period of two years, concluding at 12 a.m. on March 1, 2026 (the "Term"). Notwithstanding § 14.2-44, during the Term, § 14.2-44 shall be suspended with no force or effect in the Project Area. During the Term, all subjects previously governed by § 14.2-44 shall in the Project Area be governed by this section 14.2-44.1. Immediately following the conclusion of the Term, this section 14.2-44.1 shall be automatically repealed and § 14.2-44 shall thereafter be in full force and effect in the Project Area.~~

B. Time Limits. ~~During the Term, t~~The County Manager or their designee may designate parking spaces within meter zones established under § 14.2-40 of this Code within the Performance Parking ~~Project~~ Area with a time limit of a duration of their choosing. Where such time limits are designated, it shall be unlawful to continuously park in a space in excess of the designated time limit, except that disabled parkers may be parked for a period that is double the designated time limit. For the purposes of this Section, a vehicle displaying any of the following shall be considered a disabled parker:

1. Disabled parking license plates;
2. Organizational removable windshield placards;

3. Permanent removable windshield placards;
4. Temporary removable windshield placards issued under § 46.2-1241 of the Code of Virginia;
5. "DV" disabled parking license plates issued under § 46.2-739 B of the Code of Virginia;
6. Disabled parking license plates issued under § 46.2-731 of the Code of Virginia; or
7. A duly authorized handicapped license plate, decal or permit issued by the Department of Motor Vehicles or similar state agency of another state or the District of Columbia.

C. Parking Meter Rates. ~~During the Term, t~~The County Manager or their designee may adjust parking meter rates in the ~~Performance Parking Project~~ Area in the manner described in this subsection. Parking or standing a vehicle during the hours of meter operation in a designated space or area in a parking meter zone shall be lawful upon the deposit of coin or coins of the United States of America or upon the use of a credit card or other acceptable form of payment ~~or upon the proper designation of time on an in-vehicle parking regulator~~ at the parking rates that are posted via signage, the parking meter's user interface, and on the internet. Posted rates may be adjusted administratively ~~at the beginning of the Term, and thereafter~~ no more often than quarterly (every three months) and within the following parameters:

1. Parking meters may be operational during any day and any hours;
2. Parking meter rates may increase in response to high demand or decrease in response to low demand;
3. Parking meter rates may vary geographically within the Performance Parking Area~~within the Project Area~~;
4. Parking meter rates may vary during different hours of the day and different days of the week;
5 Parking meter rates may increase during a single parking session for each subsequent hour a vehicle is parked (for example, $1.75 for the first hour, $3 for the second hour, $5 for the third hour, and so on); and
6. The increment of parking meter rate adjustments shall be at the discretion of the County Manager or their designee except in no instance shall a rate in excess of $5.00 per hour be posted without approval of the Arlington County Board.

(Ord. No. 24-01, 2-24-24)

Article IX.

CAR-SHARING

***

§ 14.2-109. Free-Floating Car-share Program

A. The County Manager is authorized to establish a free-floating car-share program allowing vehicles of a car- share fleet to be parked in any legal on-street parking space, including residential permit zone and at parking meters without payment at the time of parking as described in § 14.2-44 and § 14.2-44.1. Authorized car-share vendors must be chosen through a competitive process pursuant to the County's Purchasing and pay a fee for use of the street space in an amount designed to reasonably recover the County's cost of administering the program as determined by the County Manager.

B. Car-share vendors authorized by the free-floating car-share program are exempt from depositing payment at a meter as described in § 14.2-44 and § 14.2-44.1, and may park their vehicles in excess of a location specific parking duration, as described in § 14.2-45.

C. The authorized car-share vehicles shall clearly display the company's logo.

D. Car-share vehicles are not allowed to park in tour bus parking zones.

§ 14.2-110. Reserved-Space Car-share Program

A. The County Manager is authorized to establish a reserved-space car-share program allowing public on-street space to be reserved for the exclusive use by authorized car-share vendors. Authorized car-share vendors must be chosen through a competitive process pursuant to the County's Purchasing Resolution and pay a fee for use of the street space in an amount designed to reasonably recover the County's cost of administering the program as determined by the County Manager.

B. The County Manager may identify areas within Arlington County where car-share parking stations may be located. The County Manager may determine the amount of parking spaces assigned to each car-share
parking station.

C. Car-share parking stations will be for the exclusive use of authorized car-share vendor(s) by the reserved-space car-share program.

D. Car-share vendors authorized by the reserved-space car-share program are exempt from depositing payment at a meter as described in § 14.2-44 and § 14.2-44.1 if the meter is located at a car-share parking station, and may park their vehicles in excess of a location specific parking duration, as described in § 14.2-45.

E. The authorized car-share vehicles shall clearly display company's the logo.

BE IT FURTHER ORDAINED that any provision of Chapter 14.2 not hereby amended shall remain in full force and effect as previously adopted.

#30 – Board Report

#30 – Item Attachment – ATTACHMENT A – REQUEST TO ADVERTISE (RTA)

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- **Other (Housing Loans, Minutes, etc.)**

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31. Intercreditor and subordination agreement by and between the County Board and Virginia Housing (VH) to facilitate the conversion to permanent financing for Wholey Legacy Homes (formerly known as Marbella Site A Redevelopment).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board:

(1) Approved the Intercreditor and Subordination Agreement by and between the County Board and VH (attached to the staff report) to support the conversion to permanent financing for the 9% Low Income Housing Tax Credit (LIHTC) project (Marbella North Nine).

(2) Authorized and direct the County Manager to execute, on behalf of the County Board, the attached Intercreditor and Subordination Agreement (attached to the staff report) , subject to approval as to final form by the County Attorney.

(3) Authorized and direct the Trustees Kevin Black and Jason McCandless, either of whom may act independently, to execute, on behalf of the County Board, the Intercreditor and Subordination Agreement (attached to the staff report), subject to approval as to final form by the County Attorney. In addition,

(4) Authorized and direct the County Manager, with the concurrence of the County Attorney, to act as the County Board's representative in approving revisions to the documents (attached to the staff report) that are necessary to remove any ambiguity or inconsistency or which improve the County Board's financial security or financial position, and which revisions do not adversely affect the County financially, prior to or after execution of the documents.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

#31 – Board Report

#31 – Item Attachment – MARBELLA NORTH NINE INTERCREDITOR AND SUBORDINATION AGREEMENT

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32. Arlington County Industrial Development Authority bond financing for True Ground Housing Partners' Crystal House Six multifamily housing project.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the resolution in Attachment A (of the staff report) authorizing the Arlington County Industrial Development Authority (the "IDA") to issue, for the benefit of True Ground Housing Partners ("True Ground"), up to $17.3 million of revenue bonds for the financing and refinancing of all or a portion of the acquisition, rehabilitation and equipping of the IDA Financing for True Ground Housing Partners' Crystal Houses Multifamily Housing Project.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The adopted Resolution reads as follows:

RESOLUTION OF THE COUNTY BOARD
OF ARLINGTON COUNTY, VIRGINIA
WITH RESPECT TO INDUSTRIAL DEVELOPMENT AUTHORITY
FINANCING FOR CRYSTAL HOUSE SIX LIMITED PARTNERSHIP OR AN AFFILIATE THEREOF

WHEREAS, the Industrial Development Authority of Arlington County, Virginia (the "Authority") has considered the application of Crystal House Six Limited Partnership ("CH6"), requesting the issuance of the Authority's revenue bonds in an amount not to exceed $17,300,000 (the "Bonds") to assist CH6, or another entity affiliated with and controlled by or under common control with CH6 (the "Borrower"), in (a) financing and refinancing certain of the costs of the acquisition, construction and/or equipping of Crystal House Six, an approximately 80-unit affordable apartment community for seniors to be located at 550 18th Street South in Arlington County, Virginia (the "Project") and (b) financing costs of issuance, the funding of any required reserves and other financeable expenditures, and the Authority has held a public hearing on the Bonds and the Project on January 13, 2026 (the "Public Hearing");

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the bonds;

WHEREAS, the Authority issues its bonds on behalf of Arlington County, Virginia (the "County"), the Project is located in the County and the County Board of Arlington County, Virginia (the "Board") constitutes the highest elected governmental unit of the County;

WHEREAS, the Authority has recommended that the Board approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds, subject to the terms to be agreed upon, and a certificate of the Public Hearing have been filed with the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA:

1. The Board approves the issuance of the Bonds by the Authority for the benefit of the Borrower, as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code"), to permit the Authority to assist in the financing of the Project.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower. The issuance of revenue bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or Arlington County, Virginia and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of such Bonds. Neither Arlington County, Virginia nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and money pledged therefor.

3. This resolution shall take effect immediately upon its adoption.

#32 – Board Report

#32 – Item Attachment – ATTACHMENT A – COUNTY BOARD RESOLUTION

#32 – Item Attachment – ATTACHMENT B

#32 – Item Attachment – ATTACHMENT C – CRYSTAL HOUES SIX APPLICATION

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33. Minutes

There were no minutes submitted and considered by the County Board.

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III REGULAR HEARING ITEMS

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34. Inn of Rosslyn, 1601 Fairfax Drive

A.

1. **REZN25-00003 Rezoning from "S-3A" Special District to "RA6-15" Multiple-family Dwelling District; for a portion of Fairfax Drive proposed to be vacated (No RPC number).**

2. **SPLN22-00010 Site Plan (SP #471) to construct a multifamily building of up to 141 dwelling units, with modifications to permit additional density, reduced residential parking ratio, one-way drive-aisle width, density exclusions, and other modifications necessary to achieve the proposed development; located at 1601 Fairfax Drive and a portion of Fairfax Drive proposed to be vacated (RPC #17-027-008).**

B. Ordinance to vacate: 1) a portion of an existing easement for public sidewalk, utilities, and drainage purposes on a portion of the property owned by 1601 Fairfax Drive, L.L.C., located at 1601 Fairfax Drive, identified as RPC No. 17-027-008; and 2) a portion of the Fairfax Drive right-of-way abutting the southern boundary of the parcel identified above, all with conditions.

After a duly advertised public hearing, at which there were speakers, a motion was made by TAKIS KARANTONIS, Member, seconded by MAUREEN COFFEY, Vice-Chair, to:

1. Approve the subject application, REZN25-0003, and adopt the Rezoning Ordinance attached to the Board report dated January 16, 2026, namely to rezone from "S-3A" Special District to "RA6-15" Multiple-family Dwelling District for an approximately 3,000 square foot portion of the Fairfax Drive proposed to be vacated; and

2. Approve the application for a new site plan, SPLN22-00010 (SP #471), and adopt the Site Plan Ordinance attached to the Board report dated January 16, 2026, namely to construct a multifamily building of up to 141 dwelling units, with modifications to permit additional density, reduced residential parking ratio, one-way drive-aisle width, density exclusions, and other modifications necessary to achieve the proposed development located at 1601 Fairfax Drive and a portion of Fairfax Drive proposed to be vacated, subject to conditions.

In addition, the County Board adopted the ordinance of vacation attached to the Board report dated January 16, 2026, namely to vacate 1) a portion of an existing easement for public sidewalk, utilities, and drainage purposes on a portion of the property owned by 1601 Fairfax Drive, L.L.C., located at 1601 Fairfax Drive, and 2) a portion of the Fairfax Drive right-of-way abutting the southern boundary of the parcel, all with conditions.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The approved Ordinance read as follows:

REZONING ORDINANCE (REZN25-00003)

WHEREAS, the County Board of Arlington County ("County Board") finds that MR 1601 Fairfax Drive Property LLC has requested a rezoning FROM "S-3A" Special District TO "RA6-15" Multifamily District for a portion of Fairfax Drive proposed to be vacated (No RPC number) ("Property"); and

WHEREAS, the County Board finds that the rezoning to "RA6-15" Multifamily District will be consistent with the General Land Use Plan designation for the Property; and

WHEREAS, the County Board finds that the rezoning to "RA6-15" Multifamily District is supported by public necessity, convenience, general welfare, and good zoning practice; and

WHEREAS, the Planning Commission recommended the County Board approve the rezoning to "RA6-15" Multifamily District at its meeting on September 3, 2025; and

WHEREAS, the County Manager does not recommend approval of the rezoning to "RA6-15" Multifamily District; and

WHEREAS, the County Board of Arlington County held a duly advertised public hearing on the proposed rezoning on January 24, 2026.

NOW THEREFORE, BE IT ORDAINED that the Property shown on the attached sheet prepared by Vika entitled "Sheet C-01C Zoning Plat" dated 10/19/2022, is hereby rezoned "S-3A" Special District TO "RA6-15" Multifamily District.

The approved Ordinance reads as follows:

SITE PLAN ORDINANCE (SPLN22-00010) (SP# 471)

WHEREAS, an application for a site plan dated February 6, 2023 was filed with the Office of the Zoning Administrator; and

WHEREAS, the Planning Commission held a duly advertised public hearing on that Site Plan on September 3, 2025 and recommended that the County Board approve it, subject to numerous conditions and has provided a letter dated September 10, 2025; and

WHEREAS, as indicated in Staff Report[s] prepared for the January 24, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board deny the Site Plan as set forth in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan on January 24, 2026 and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Modification for density of up to 3.24 FAR and additional density for sustainable design and affordable housing (ACZO Sections 15.5.9., 9.3., 9.3.1.);**
    - **Reduction of parking ratio (ACZO Sections 14.3.7.A., 15.5.7.);**
    - **Modification for drive aisle width (ACZO §14.3.3.C.1.);**
    - **Density exclusions of 91 square feet (ACZO §18.2); and**
    - **Other modifications as necessary to achieve the proposed development plan; and**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated February 6, 2023 for Site Plan SPLN22-00010 (SP #471), and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition #3 below (which drawings, etc. are hereafter collectively referred to as "Revised Site Plan Amendment Application"), for a Site Plan to construct an 8-story multifamily building with up to 141 dwelling units, with modifications of use regulations for additional density, parking ratio, drive-aisle width, density exclusions, and other modifications necessary to achieve the proposed development plan, located at 1601 Fairfax Drive (RPC #17-027-008) and an area of Fairfax Drive proposed to be vacated, approval is granted and the parcels so described shall be used according to the Site Plan Application, subject to the following conditions:

Note: Where a particular County office is specified in these conditions, the specified office includes any functional successor to that office. Where the County Manager is specified in these conditions, "County Manager" includes the County Manager or his/her/their designee. As used in these conditions, the term "Developer" shall mean the owner, the applicant, and all successors and assigns.

The general sequence of permits and certificates of occupancy is as follows: Demolition Permit; Land Disturbing Activity Permit; Excavation, Sheeting and Shoring Permit; Footing to Grade Permit; Final Building Permit; Shell and Core Certificate of Occupancy; Partial Certificates of Occupancy for Tenant Occupancy; and Master Certificate of Occupancy. In the event that the Developer does not obtain all permits separately, the Developer agrees that the requirements for all permits as set forth or as otherwise may be modified in the conditions below will be included in the permit that is applied for up to and including those requirements set forth to be met before the permit that is being applied for has been issued. In the event that the Developer only applies for and receives a Final Building Permit, the requirements for the Demolition Permit; Land Disturbing Activity Permit; Excavation, Sheeting and Shoring Permit; and Footing to Grade Permit must also be met prior to issuance of the Final Building Permit.

1. Overall Compliance Requirements

The Developer agrees that nothing in these conditions relieves the Developer from complying with all Federal, State and/or local laws and regulations. The Developer agrees that these conditions are valid for the life of the Site Plan. The Developer also agrees that no changes to the approved post-4.1 plans (referred to in Condition #3) shall be made in the field. The Developer agrees to obtain the Zoning Administrator's review and approval of all post-4.1 plan changes, who will determine whether the changes are acceptable, need an administrative change, or require site plan amendment approval. Unless otherwise stated in the conditions below, all required submissions shall be filed through the PermitArlington (or any successor) system, or by electronic submission with the Zoning Administrator.

2. Site Plan Compliance and Expiration

A. **Compliance (Life of the Site Plan)** The Developer agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1, and the revised plans dated July 11, 2025 and reviewed and approved by the County Board as part of the Site Plan approval (as used in these conditions, the term "Site Plan" shall refer to the approved special exception SP #471) and made a part of the public record on January 24, 2026, including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the Developer and accepted by the County Board or vice versa, except as specified in the conditions below.

B. **Expiration (Footing to Grade Permit)** If a Footing to Grade Permit has not been issued for the first building to be constructed pursuant to the approved Site Plan, then this Site Plan approval expires on January 31, 2029 unless otherwise extended by the County Board. Extension of this approval shall be at the sole discretion of the County Board. The Developer agrees that this discretion shall include a review of this Site Plan and its conditions for their compliance with then current County policies

for land use, zoning and special exception uses. Extension of the Site Plan is subject to, among other things, inclusion of amended or additional Site Plan conditions necessary to bring the plan into compliance with then current County policies and standards together with any modifications proposed by the owner and accepted by the County Board or vice versa.

C. The Zoning Administrator is authorized to administer and interpret the conditions of this Site Plan in the same manner as she administers and interprets the Arlington County Zoning Ordinance, but in no event shall such administration and interpretation allow the Zoning Administrator to alter, amend, waive, delete, or add any condition(s) to this Site Plan, except to the extent allowed under Section 15.5.3.C ("Administrative Change") of the Arlington County Zoning Ordinance, as amended, or as provided for in the specific conditions of this Site Plan. The Zoning Administrator is authorized to enforce violations of the conditions of this Site Plan in the same manner as violations of the Arlington County Zoning Ordinance.

3. Post-County Board 4.1 Filing (Demolition and Land Disturbing Activity Permits)

A. The Developer agrees to submit Site Plan drawings and the Site Plan Specification Form called for in Administrative Regulation 4.1 within 90 days of the County Board approval, and before issuance of the Land Disturbing Activity Permit or Demolition Permit. The Developer also agrees to submit, color images of all renderings and photos of presentation boards, and PowerPoint presentations shown to the County Board, including any changes made during the County Board meeting, of the approved 4.1 plans. The submittal shall comply with the final approval of the County Board and with Administrative Regulation 4.1. No permits shall be issued for this Site Plan until the post-County Board 4.1 filings have been approved by the County Manager or his/her/their designee.

B. The Developer agrees to submit to the Planning Division, digital files by way of an electronic submission, copies of the approved Post-County Board 4.1 drawings and color images of all renderings in the following formats: JPEG, PDF, DWF, and DXF.

4. Site Plan Conditions Review Meeting (Demolition and Land Disturbing Activity Permits)

The Developer agrees to request and attend, along with its construction team, a Site Plan Conditions Review Meeting coordinated by the Zoning Office prior to the issuance of any permits for the Site Plan. The meeting is intended to inform the Developer of the following: 1) requirements of each of the Site Plan conditions that apply to the approved Site Plan; 2) the general process and contacts for obtaining permits, including plan review and approval and overview of associated Site Plan compliance requirements; and 3) the potential need to attend additional pre-permit and pre-construction meetings coordinated by the Inspection Services Division (ISD) and the Department of Environmental Services (DES).

5. Multi-Building Phasing Plan (Demolition and Land Disturbing Activity Permits)

The developer agrees that improvements shown on the Civil Engineering Plan and Final Landscape Plan ("Improvements") shall be provided and operational prior to any tenant occupancy of site plan buildings, unless otherwise stated in these conditions. For purposes of this condition, one stick of townhouses is the equivalent of one building. Prior to the issuance of any Demolition or Land Disturbing Activity Permits, for site plans having more than one building, the developer may submit a phasing plan ("Phasing Plan") to the County Manager, for his review and approval, that permits phasing of construction of Improvements reasonably associated with one or more buildings (for example streetscape along the frontages of each building and landscape surrounding each building) in separate phases ("Phases"). The developer agrees that the County Manager will require certain Improvements to be constructed in certain phases in order to support the associated buildings and provide or maintain, during construction and between phases, good design and proper functioning of infrastructure (for example water and sewer, streetlight, or stormwater management facilities). The developer further

agrees that no Phase of such Phasing Plan may consist of Improvements without an associated building. The developer agrees that installation and construction of such Improvements, and satisfaction of all requirements concerning property vacations and encroachments, in each associated Phase, shall be: a) constructed consistent with the approved Phasing Plan; and b) be completed per the timing for the applicable Phase pursuant to the applicable condition. The developer agrees to obtain approval from the County Manager or his/her/their designee for any revisions to the approved Phasing Plan prior to the issuance of any subsequent permits for the project.

6. Vacations and Encroachments (Demolition and Land Disturbing Activity Permits)

A. **Approval of Ordinance (Demolition and Land Disturbing Activity Permits)** The Developer agrees to obtain approval of, and fulfill all required conditions of, all ordinances of vacation and/or ordinances of encroachment associated with and/or required to build the site plan project, or any portion thereof, as shown on the plans referenced in Condition #2, prior to the issuance of Demolition and Land Disturbing Activity Permits, with the exception of demolition or Land Disturbing Activity Permits solely for buildings and structures not owned by the County and not located on property within which the County has an interest.

B. **Obtain Ordinance (Excavation, Sheeting and Shoring Permit)** Further, the Developer agrees that, in addition to vacations and encroachments shown on the plans referenced in Condition #2, no building, structure or utility of any type shall encroach upon, or interfere with, the use of any County property or the exercise by the County of any property right or interest, unless the Developer has first, before any Excavation, Sheeting and Shoring Permit is issued:

a) Obtained an ordinance of vacation or an ordinance of encroachment, enacted by the County Board, permitting such use, encroachment or interference; and,

b) Met all of the conditions of such ordinance(s).

For any encroachments, including but not limited to utility vaults, within a new easement area required to be conveyed pursuant to Condition #23, the Developer shall apply for and obtain approval of an ordinance of encroachment prior to the issuance of the First Certificate of Occupancy for Tenant Occupancy.

C. **Phasing of Vacation(s) and/or Encroachment(s)**. Completion of the requirements and conditions of Vacation and/or Encroachment Ordinance(s) associated with and/or required to build the site plan project may be phased pursuant to a Phasing Plan approved per Condition #5, provided that:

i. Density from the vacated area is not required to support the density approved by the site plan;
ii. Each pertinent phase is limited to construction of a separate structure or facility located on a discrete physical area of the site plan property for which separate building permits can be issued; and
iii. The County Board has enacted separate Ordinance(s) of Vacation and/or Encroachment applicable solely to such approved phase; and
    a. Each such Ordinance has its own separate conditions, including any designated compensation; and
    b. The conditions of each such Ordinance can be satisfied without negatively affecting the existing utilities or public infrastructure serving the site plan property or any surrounding properties.

Any phased completion of the requirements of a Vacation and/or Encroachment Ordinance shall not affect or change the timing of completion of all conditions set forth in the Ordinance, or the timing of completion of all conditions set forth in any other Vacation and/or Encroachment Ordinance required to build the site plan project.

7. Tree Conservation and Replacement (Demolition and Land Disturbing Activity Permits)

A. (Demolition and Land Disturbing Activity Permits) The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbing Activity Permits, as part of the Civil Engineering Plan:

1) **Tree Survey.** Complete a tree survey which meets the standards set forth below in subparagraph C, and consistent with the Chesapeake Bay Preservation Ordinance (County Code 61).

2) **Tree Protection Plan.** Submit to and obtain the County Manager's review and approval of a tree protection plan for those trees identified on the tree protection plan to be saved according to the standards set forth below in paragraph C, and consistent with the Chesapeake Bay Preservation Ordinance (County Code 61).

3) **Bond Estimate.** Upon approval of the tree protection plan, the Developer agrees to submit to and obtain the Department of Parks and Recreation's (DPR) Urban Forester review and approval of, a bond estimate for the trees to be saved based upon Arlington County's Tree Replacement Formula or an amount approved by the County Manager. The Developer agrees to protect all trees designated to be saved on the tree protection plan, and those specified to be saved by the approved Site Plan and shown on any filing in connection with this Site Plan.

4) Bond. Upon approval of the bond estimate by the County Urban Forester, the Developer agrees to submit to DPR a bond, in the form of cash or letter of credit in the approved amount of the estimate, and the approved tree protection plan.

B. Tree Replacement and Tree Replacement Bond for Conservation of Trees on Developed or Adjacent Property (Post Master Certificate of Occupancy)

1) **Tree Replacement.** Unless otherwise specified, any tree required to be conserved pursuant to this condition, which dies, as determined by the County's Urban Forester, prior to or within three (3) years of the issuance of the Master Certificate of Occupancy, shall be removed and replaced by the Developer at his expense with the number of major deciduous and evergreen trees consistent with the Tree Replacement Guidelines. Failure to provide the required number of replacement trees on site shall cause default of the Tree Protection Bond. The County shall draw from the Tree Protection Bond the bonded amount for each dead or removed tree not adequately replaced. All funds drawn from the bond shall be placed in the County's Tree Canopy Fund.

2) **Final Inspection & Bond Release.** The Developer agrees to request a final inspection of all trees required to be conserved, consistent with the approved Tree Protection Plan, three (3) years after the issuance of the Master Certificate of Occupancy. The bond will be released upon satisfaction of all tree protection requirements, including conservation of protected trees.

C. Submission of Tree Replacement Plan and Calculations (Land Disturbing Activity Permit)

1) In addition to conserving identified trees, the Developer also agrees to replace all trees shown on the Tree Survey that are removed as a result of the new construction. Such replacement shall be completed in accordance with the Arlington County Tree Replacement Guidelines. The Developer agrees to submit a Tree Replacement Plan, and Tree Replacement Calculations, as part of the Final Landscape Plan per Condition #21.

2) **Approval of Tree Replacement Plan and Calculations, and Tree Canopy Fund Donation (Final Building Permit)** The Developer agrees that any replacement trees that cannot be accommodated on site shall be provided in a

monetary amount to the Tree Canopy Fund prior to the issuance of the Final Building Permit. The Developer agrees to make a contribution to the County's Tree Canopy Fund of at least $2,400.00 per tree, or a greater amount specified by the County Board, for every tree that cannot be planted on site. The contribution shall be required when tree planting requirements cannot be met on the property. If the Developer fulfills the requirements through a monetary contribution, the Developer shall make the check payable to the Arlington County Treasurer, and deliver the check to the Arlington County Urban Forest Manager, accompanied with a letter outlining the tree replacement calculations and referencing the project / site plan number. The Developer shall also provide evidence of compliance with this condition to the Zoning Administrator in the form of a letter at the time of payment.

D. Tree Protection and Tree Protection Plan Standards

1) The tree survey shall show existing conditions of the site and locate and identify all trees which are three (3) inches in diameter or greater. The survey shall include any tree on adjacent sites whose critical root zone extends onto the subject site.

2) The tree protection plan will designate any trees proposed to be saved by the Developer. This plan shall include any tree on adjacent sites whose critical root zone extends onto the subject site. The tree protection plan shall be developed by a certified arborist or other horticultural professional with a demonstrated expertise in tree protection techniques on urban sites. At a minimum, this plan shall include:

   a. Detailed specifications for any tree walls or wells proposed.

   b. A description of how and where building materials and equipment will be stored, and a description and map of construction travel routes, during construction to ensure that no compaction occurs within the critical root zone of the trees to be saved.

   c. The location of all construction trailers, which may not be located within any tree protection area.

8. Construction Trailers Located in Whole or In Part on Private Property within the Site Plan Site Area (Demolition and Land Disturbing Activity Permits)

The Developer agrees, if there are to be construction trailers located on private property either in whole or in part, to submit and obtain the approval of the Zoning Administrator of a construction trailer plan, which shall show the location of construction trailers, prior to the issuance of the Demolition and Land Disturbing Activity Permits, and prior to locating any trailers on the site, for each applicable phase of the project consistent with the provisions of Condition #5. Construction trailers may not be located above public utilities, within public easements for said utilities or within 10 feet of each actual utility when easements do not provide such minimum clearances, unless otherwise approved by the County Manager or his/her/their designee as providing sufficient protection for structural and maintenance purposes. The plan may show construction trailers located within the setback area as long as they are not located in the vision obstruction area or tree protection area. If all construction trailers for the project are shown on the Tree Protection Plan (Condition #7.A), then that Plan can be used to satisfy this condition's submittal requirements, provided it has been reviewed and approved as set forth herein. Construction trailers and field offices may be permitted above the covered walk structure, subject to review, approval, and permitting through Inspection Services Division.

9. Photographic Record of Development (Demolition and Land Disturbing Activity Permits)

A. The Developer agrees to produce and submit to the Zoning Administrator a photographic record of development, starting with a record of the site as it appears before demolition is begun, including photographic records during construction, and ending with a photographic record of the development as it appears after completion of construction, for placement in the Arlington County Library Community Archives. These submissions shall comply with the standards provided in subparagraph B below.

The photographic record shall include photos taken at the following points in construction, and photos shall be submitted before issuance of the permit specified in each sub-paragraph below:

1) **(Demolition and Land Disturbing Activity Permits)** Before issuance of the Demolition and Land Disturbing Activity Permits for the site – Views of north, south, east and west facades, as location permits, of buildings to be demolished, as well as at least one photo of the site before any clearing or grading including the existing physical relationship with adjacent buildings and streets. The photographic record shall also include all historic aspects of the facades of the building to be demolished, consistent with the requirements described in Condition #33 below.

2) **(Footing to Grade Permit)** Before issuance of the Footing to Grade Permit – Photos of Site Clearance: Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.

3) **(Shell and Core Certificate of Occupancy)** Before issuance of the Shell and Core Certificate of Occupancy– Photos of Construction Phase: At a minimum, views of the site during excavation, upon construction of the first floor above grade, at topping out, and during the exterior cladding phase.

4) **(Master Certificate of Occupancy)** Before issuance of the Master Certificate of Occupancy – Photos of Site Completion: north, south, east and west facades of completed building or buildings, as well as at least one view of completed project in context of adjacent buildings and streets.

B. Photographic Record of Development Submittal Standards

All photographic records shall be submitted as high-resolution photographs in a digital format via an electronic submission as approved by the Zoning Administrator and must be date stamped.

10. Construction Related Measures (Demolition and Land Disturbing Activity Permits)

A. **Maintenance of Traffic Plans**

1) All Maintenance of Traffic Plans (MOT) for this site plan shall include the hours permitted for construction activities in the public right-of-way. Construction activity within the public right-of-way may occur between 9:00 a.m. and 3:30 p.m., Monday through Friday and/or between 10:00 a.m. and 6:00 p.m. on weekends and holidays. Construction activity within the public right-of-way shall not occur between 6:00 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:30 p.m., Monday through Friday. The foregoing construction hours may be modified by the County Manager if he/she/they find that, 1) for right-of-way improvements required by the site plan, construction activity must be conducted outside the hours stated above in order to avoid disruption of traffic or other transportation systems; or 2) the construction activity requires certain utility work and/or street closures outside the hours stated above. "Holidays" are defined as New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving

Day and Christmas Day. The Developer agrees to place a minimum of one sign per street front around the site indicating the permissible hours of construction within the right of way, to provide a written copy of such hours of construction to all subcontractors, and to require its subcontractors to observe such hours.

2) The Developer agrees to maintain a 5-foot minimum clear width pedestrian access along Fairfax Drive, North Pierce Street, North Queen Street adjacent to the site ~~throughout construction. However, if the Deve~~loper is unable to maintain a 5-foot minimum clear width pedestrian access adjacent to the site, an alternative pedestrian access route may be approved with the Maintenance of Traffic Plan review process. The alternative pedestrian access route will be reviewed to balance: a) safety; b) use of the public sidewalk/right of way for construction activities; and c) operation of the transportation network in a safe, efficient, and accessible manner. Exceptions may be made during an emergency as defined in condition #13.C, when the County Manager or his/her/their designee has determined that pedestrian access adjacent to the site should be limited for safety reasons, and/or for such limited periods as are unavoidable for utility upgrades or construction of the sidewalk along Fairfax Drive, North Pierce Street, and North Queen Street.

3) The Developer agrees to submit documentation to the Zoning Administrator that the Developer has provided each approved Construction Hauling Route Plan to the Radnor-Fort Myer Heights Civic Association and to the Arlington County Police Department. Plans or maps shall also be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project.

B. **On-Site Construction Activity Hours (Demolition and Land Disturbing Activity Permits to Throughout Construction of the Site Plan)** On-site construction activity, including, by way of illustration and not limitation, delivery of materials and equipment, except for construction worker arrival to the construction site and indoor construction activity, shall commence no earlier than 7:00 a.m. and end by 9:00 p.m. on weekdays, and shall commence no earlier than 9:00 a.m. and end by 9:00 p.m. on weekends and holidays. Indoor construction activity defined as activity occurring entirely within a structure fully enclosed on all sides by installed exterior walls, windows, and/or doors shall end at midnight each day. The Developer may submit to the Zoning Administrator, through the 4.1 administrative change process, a request to permit on-site construction activity during hours other than those identified above. The Zoning Administrator may approve such request only if the Developer can show that the on-site construction activity requires certain utility work and/or street closures outside the hours stated above. "Holidays" are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. The Developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of on-site construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of on-site construction to all subcontractors, and to require its subcontractors to observe such hours.

C. **Maintenance of Street Surfaces.** The Developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the Developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The Developer agrees to ensure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the Developer, the Developer's contractors, or private utility companies for work

associated with this Site Plan. The Developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. The term "significant portion of a road" is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in length or 100 square feet in size. This condition is in addition to any other conditions in this Site Plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction. All temporary street patching shall be performed per Arlington County Construction Standards and Specifications

D. **Temporary Lighting Plan.** During construction the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian and vehicular traffic, along all frontages of the site, including the interiors of covered pedestrian walkways. Lighting levels shall conform to minimum luminance levels approved by the County, based on the Arlington County Lighting Specifications. The Developer agrees to submit and obtain approval of, a temporary lighting plan prior to issuance of the Demolition and Land Disturbing Activity Permits. Lighting shall be turned on between dusk and dawn 7 days a week. Any high-intensity overhead lighting, such as lighting placed on construction cranes, shall be used only during construction hours (except lower levels after hours for safety and security reasons), and shall be placed so as not to directly illuminate residential dwellings or be a nuisance to neighboring property owners. The approved temporary lighting plan shall be implemented prior to issuance of the Excavation Sheeting and Shoring Permit and prior to the shut-down or removal of any existing lighting and operated from implementation until lighting fixtures as approved in Condition #19 are in place and operational around the perimeter of the site.

E. **Off-Street Parking for Construction Workers (Demolition and Land Disturbing Activity Permits).** The Developer agrees to develop and submit to the Zoning Administrator a plan for off-street parking for construction workers prior to the issuance of the Demolition and Land Disturbing Activity Permits. The Developer agrees to obtain the review and approval by the Zoning Administrator of such plan prior to the issuance of the Excavation, Sheeting and Shoring Permit. The Developer agrees that the plan shall provide for off-street parking and shall be provided for all construction workers, including sub-contractors, without charge to the workers. In lieu of providing parking, the Developer may provide a subsidy for the construction workers in order that they may use Metro or another form of public transportation, provide a van for van pooling, or use another established method of transportation to provide for construction workers to arrive at the site. The Developer agrees to implement the approved plan throughout all phases of construction on the project. If the plan is found to be either not implemented or violated during the course of construction, a notice to correct the violation will be issued to the Developer. If the violation is not corrected within ten (10) days, appropriate enforcement actions will be taken in accordance with Article 17 of the Zoning Ordinance. The Developer agrees that the plan shall include the following:

1) The location of the parking to be provided at various stages of construction.

2) The number of parking spaces that will be provided at various stages of construction.

3) The number of construction workers that will be assigned to the work site at various stages of construction.

4) Mechanisms which will be used to encourage the use of Metro or other public transportation, carpooling, vanpooling, and other similar efforts.

5) The location on the construction site at which information will be posted regarding Metro schedules and routes, bus schedules and routes, and carpooling and vanpooling information.

6) The contact person responsible for communicating parking and transportation options to workers.

11. Residential Relocation (Demolition and Land Disturbing Activity Permits)
Intentionally Omitted

12. Retail Relocation (Demolition and Land Disturbing Activity Permits)
Intentionally Omitted

13. Community Outreach During Construction (Demolition and Land Disturbing Activity Permits)

The Developer agrees to comply with the requirements of this condition prior to the issuance of the Demolition and Land Disturbing Activity Permits, and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.

A. **Community Liaison.** The Developer agrees to identify a person(s) who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site or readily accessible throughout the hours of construction, including weekends. The name, e-mail address and telephone number of the individual(s) shall be provided in writing to residents, property managers and business owners whose property abuts the site (including the Radnor-Fort Myer Heights Civic Association and the Rahill Apartments and Red Lion site), and to the Zoning Administrator, and shall be posted at the entrance of the project.

B. **Community Meeting.** Before commencing any clearing or grading of the site, the Developer agrees to hold a community meeting with those whose property abuts the project to review the Construction Hauling Route Plan, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, temporary lighting plan, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative shall be notified in advance of the meeting date once the community meeting dates/times are established. The Developer agrees to provide documentation to the Zoning Administrator of the date, location and attendance of the meeting.

C. **Temporary Closures of Any Traffic Lanes (Demolition and Land Disturbing Activity Permits – 7 days in advance of street closures)** The Developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, e-mail) at least seven calendar days in advance of any street closure, except in the case of an emergency, of more than one hour duration on any street. "Emergency" street closures may include, but not be limited to, those relating to rupture or potential rupture of a water or gas main, unsecured building façade, or similar unforeseeable public danger. "Emergency" street closures shall not include closures for setting up or dismantling of a crane, exterior building construction, materials deliveries, utilities work, or similar situations.

D. Throughout construction of the project, the Developer agrees to advise abutting property owners in writing (or, by mutual agreement, email) of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.

14. Construction Site Maintenance Requirements (Demolition and Land Disturbing Activity Permits to Throughout Construction of the Site Plan)

A. The Developer agrees to the following site maintenance requirements during construction of the site plan:

1) That the site and any buildings located within it are secured and kept in a well-maintained condition after County Board approval of the site plan and throughout construction, consistent with the requirements outlined below in this

condition. This shall include, but not be limited to, maintaining landscaping, keeping the grass mowed, removing litter and debris from the site, and properly disposing of recyclable materials.

2) Maintain access on the site for fire emergency vehicles including access to existing fire hydrants and fire department connections.

3) In the event that construction activity on the site or portions of the site ceases for a period of ten (10) consecutive months, then the Developer shall prepare, and receive the approval of the County Manager, of an interim condition plan for site improvements only in the event that such improvements are intended to include more than permitted landscaping, fencing, and publicly accessible pathways, and that such interim condition plan will be implemented within twelve (12) months of the dates that construction activities on the site or portions of the site have ceased or not yet begun.

4) At the end of each work day during construction of the project, any streets used for hauling construction materials and entrance to the construction site shall be free of mud, dirt, trash, allaying dust, and debris, and all streets and sidewalks adjacent to the construction site shall be free of trash and debris.

B. **Storage of Construction Materials (Throughout Construction of the Site Plan)**
The Developer agrees that storage of construction materials, equipment and vehicles shall occur only on the site, unless otherwise approved by the County Board at an off-site location.

15. Historic Sites (Demolition and Land Disturbing Activity Permits)
In the event the site contains a building that is identified and/or surveyed by Arlington County's Historic Preservation Program (HPP), the Developer agrees to the following:

A. Develop, submit, and obtain review and approval by the HPP of a plan for the salvage and re-use or recycling of building elements and materials from the existing building(s) proposed to be demolished, prior to the issuance of the Land Disturbance or Demolition Permits.

B. Implement such plan throughout the respective phases of construction.

C. Contact by written notice and permit the staff of the HPP to inspect the property and the existing building(s) to identify those historic building elements and materials to be salvaged and/or re-used. Provisions for such salvage and/or re-use shall be incorporated into the plan.

D. Contact local firms/organizations that may be interested in removing these materials without expense to the Developer prior to demolition of the buildings, and submit evidence of compliance with the terms of this condition to the County's HPP staff before any demolition is initiated. If, as a result of the Developer's efforts, there is little or no interest by local firms/organizations to remove these materials, then the Developer agrees to pay for a recycling contractor or other licensed contractor to have the identified building elements and materials that are marked for salvage and/or re-use to be removed from the building and the site.

E. Further, the Developer agrees that if historic buildings, as identified and/or surveyed by Arlington County's HPP, are located on the site, then photographic documentation shall be provided consistent with Historic American Building Survey (HABS)-level standards. Photographs should include true black and white photographs of the overall site, each exterior elevation, exterior architectural details, and representative interior views and details. At least one (1) full-size, 8x10 set of printed photographs will be provided to the HPP staff Supervisor and digital images. Measured drawings

are not required as part of the documentation. The developer agrees to grant the County full rights to display, reproduce, donate, or use any of the materials as it deems appropriate.

F. Historic Marker (final Certificate of Occupancy permit for Tenant Occupancy)

Prior to the final Certificate of Occupancy permit for Tenant Occupancy, the developer agrees to collaborate with the County's HPP staff and to obtain approval from the Historical Affairs and Landmark Review Board (HALRB) on all the content (text and images), overall design, location, fabrication, and installation of a historic marker, at a maximum cost of $75,000, with final content and siting in the approved final landscape plan. The historic marker could have content describing the significance of the Motel 50 Buildings, the architectural significance, general history about Route 50/Arlington Boulevard, and the impact of the hotel industry the corridor. Any remaining funds not spent on the marker up to amount of $75,000 will be contributed to the County's Historic Preservation Fund (HPF) to provide grants to the Radnor/Fort Myer Heights community to financially contribute to history-based initiatives that invest in the future of historic preservation in Arlington County. The HPF supports both capital and non-capital projects that align with the stated goals of the Historic and Cultural Resources Plan. The developer agrees that any contribution to the HPF that may be provided per this condition shall be provided prior to issuance of the Final Certificate of Occupancy Permit for Tenant Occupancy and be provided by way of a check or another form of payment acceptable to the County Manager, to the Arlington County Treasurer for the requisite amount with written notice provided to the Zoning Administrator and the CPHD Director prior to submission of the payment.

G. Prior to completing demolition of the existing building and before the issuance of the first building permit on the site, the Developer will remove the central portion of the facade bearing the "50" inscription. The "50" inscription portion removed will be stored either on-site or off-site during construction and then installed on the interior of the new building near the building's main entrance prior to the final Certificate of Occupancy permit for Tenant Occupancy. If the portion of the façade with "50" to be removed is significantly damaged at any time during the process described above, the Developer will work closely with HPP to determine appropriate next steps, including but not limited to use of a replica of the "50" inscription prior to the issuance of the final Certificate of Occupancy.

16. Green Building Fund Contribution (Demolition and Land Disturbing Activity Permits)

Intentionally Omitted

17. Public Art (Demolition and Land Disturbing Activity Permits)

The Developer agrees to either commission public art or provide a public art fund contribution as set forth below.

A. Commissioning Public Art (Demolition and Land Disturbing Activity Permits)

Commission Professional Artist. The Developer agrees to follow the *Public Art Program Guidelines for Site Plan/Developer Projects* for commissioning art on-site. The Developer agrees to commission a professional artist to create public art for a minimum cost of $75,000, inclusive of artist fees, artist travel/expenses, fabrication, transportation, and installation, but exclusive of art consultant fees, fees for coordinating with artist or with other design professionals on the project (architect, landscape architect, engineer, etc.), and other in-house costs or fees. If the commission is made more than 12 months after Site Plan approval, the minimum cost will be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U) from the date of initial County Board approval of the Site Plan to the first day of the month on which the contribution is made. The public

art shall support the themes and priorities discussed in the Public Art Master Plan (adopted November 2021) and the goals of the Public Art Policy (adopted September 2000). The developer retains ownership of the work of art and is responsible for its maintenance in perpetuity. The developer agrees that the artwork cannot be relocated or removed without approval by the County Manager. Should the owner desire to permanently remove the artwork from the site, the removal must go through a formal de-accessioning process, per the *Public Art Program Guidelines,* as may be amended from time to time. Should an artwork be permanently removed from the site, it should be replaced by (a) a new artwork of equivalent or greater cost increased by the same percentage as the percentage change in the CPI-U since issuance of the Partial Certificate of occupancy for any part of the top floor of the building, and, approved through the standard approval process for site plan negotiated on site public art projects, or; (b) a contribution to the Public Art Fund of $75,000 or the original required contribution amount in Condition #17.B., increased by the same percentage as the percentage change in the CPI-U since issuance of the Partial Certificate of occupancy for any part of the top floor of the building.

The Developer agrees to complete the following Public Art Requirements before the issuance of the indicated permit/milestone:

1) **Artist Approval (Demolition and Land Disturbing Activity Permits)** The Developer agrees to obtain approval of its choice of artist from the Arlington Commission for the Arts/Public Art Committee (ACA/PAC) prior to issuance of the Demolition and Land Disturbing Activity Permits.

2) **Art Proposal Approval (Excavation, Sheeting and Shoring)** The Developer agrees to obtain approval of the art proposal from the ACA/PAC prior to issuance of the Excavation, Sheeting and Shoring Permit.

3) **Re-submit Art Proposal if necessary (Footing to Grade)** The Developer agrees to resubmit to the County Manager or his/her/their designee if necessary, the art proposal, which shall reflect any revisions made in response to recommendations made by ACA/PAC, prior to issuance of the Footing to Grade Permit.

4) **Installation (Partial Certificate of Occupancy for top floor of building)** The Developer agrees that installation of the public art shall be completed prior to the issuance of the Partial Certificate of Occupancy that permits occupancy of any part of the top floor of the building.

In order to promote integration of the public art with other elements of the Site Plan, and to enable the County to review plans for the location of the art, the Developer agrees to represent the public art on the Final Landscape Plan, building elevation or other plan that includes the site of the art, in the normal course of submission of such plans as provided for in these Site Plan conditions. The plan(s) on which the art is represented will be determined based upon the art's chosen location within the Site Plan.

B. Public Art Fund Contribution (Final Building Permit)

If the Developer chooses to make a contribution of $ 75,000 to the Public Art Fund to fund County-initiated public art projects in the Fort Myer Heights North ~~metro/or other specified~~ area in lieu of commissioning public art through the process set forth above, then the Developer agrees to notify the County Manager in writing, and make the total financial contribution, prior to issuance of the Final Building Permit. If the contribution is made more than 12 months after Site Plan approval, the contribution amount shall be increased by the same percentage as the percentage change in the Consumer Price Index (CPI-U), from the date of the initial County Board approval of the Site Plan to the first day of the month on which the contribution is made.

18. LEED Credits and Sustainable Design Elements (Demolition and Land Disturbing Activity Permits)

The Developer agrees to obtain LEED credits and implement sustainable design elements as described and required below:

A. Intentionally Omitted

B. Intentionally Omitted

C. For Development with Additional Density for LEED Design and Construction and Energy Star Post-Occupancy Building Certification

1) **LEED Certification.**

a. The Developer agrees to include a LEED® Accredited Professional (LEED-AP) as a member of the design and construction team. The team will incorporate sustainable design elements and innovative technologies into the project so that numerous project components will earn the Developer points under the U.S. Green Building Council's LEED green building rating system. Specifically, the Developer agrees to meet the requirements for all LEED Prerequisites and achieve at least the number of LEED credits necessary to achieve LEED certification at the Gold level using the LEED version 4 BD+C Homes: Multifamily Midrise green building rating system, or a more recent version as approved by the County Manager.

As part of the LEED Gold certification, the Developer agrees to:

- At least 24% Energy Performance Improvement Savings from LEED EA credit, "Optimize Energy Performance/Annual Energy" *[Insert applicable energy performance metric per the 2020 Green Building Incentive Policy]*
- Electric vehicle charging stations for at least 4% of all parking spaces and electric vehicle ready infrastructure for at least 15% of all parking spaces from LEED version 4.1 LT credit Electric Vehicles.

The Developer agrees to submit all appropriate documentation to the USGBC (or their designee) for review and evaluation for LEED certification.

(1) **(Shell and Core Certificate of Occupancy) Baseline Prerequisites.** In addition to the LEED Gold certification the Developer agrees to the following Baseline Prerequisites as specified in Appendix 1 for the 2020 Green Building Incentive Policy (or equivalent as approved by the County Manager), and as summarized below in (a) – (h). The Developer agrees to submit to the County Manager or his/her/their designee documentation sufficient to confirm the Baseline Prerequisites have been included in the project prior to issuance of the Shell and Core Certificate of Occupancy.

(a) **Refrigerant Leakage.** Commissioning of any on-site refrigerant charging to reduce refrigerant leakage

(b) **Equity, Diversity, and Inclusion Program.** At least one firm represented on the development team shall have as part of its management operations, a racial and ethnic diversity, equity, and inclusion program.

(c) **Air Sealing of Central Ventilation Supply.** Air sealing of all central vertical and horizontal supply ductwork with aerosolized duct sealant

(d) **Air Sealing of Central Exhaust.** Testing and performance of central ventilation exhaust as required by Energy Star Multifamily High-Rise certification

(e) **Human Interaction with Nature (Biophilia).** Submit a narrative describing how the development incorporates human interaction with nature (biophilia).

(f) **Bird-Friendly Materials.** For the exterior wall envelope associated openings between 8 feet and 36 feet above grade, the use of bird friendly materials with a maximum threat factor of 30 in accordance with the American Bird Conservancy Collision Deterrence Material Threat Factor Reference Standard. Alternatively, the exterior wall envelope between 8 feet and 36 feet above grade, and any associated openings, shall on a weighted average be constructed to achieve a maximum total building Bird Collision Threat Rating (BCTR) of 15 or less according to the methodology of LEED credit Bird Collision Deterrence. Materials other than bird friendly materials shall not exceed an aggregate of 10 square feet within any 10 feet by 10 feet square area of exterior wall between 8 and 36 feet above grade.

(g) **Renewable Energy.**

a. On-site solar energy generation (or other forms of renewable energy as approved by the County Manager) equal to at least 2.0 watts per square foot of roof area (including mechanical equipment area); or

b. Co-locate an integrated vegetated roof and solar whereby vegetated roof meets Virginia DEQ BMP standards and is equal to at least 12% of the roof area (including mechanical area) and on-site solar generation (or other acceptable forms of renewable energy) is equal to at least 1.5 watts per square foot of the roof area (including mechanical area); or

c. Procure off-site solar (or other acceptable forms of renewable energy) to meet the criteria that would earn the project at least one point for renewable energy procurement of Tier 2 renewable energy as outlined in LEED version 4.1 Energy and Atmosphere credit Renewable Energy; or

d. **Renewable Energy Alternative Compliance Path.** Developments without sufficient solar exposure for on-site renewable energy or without acceptable off-site renewable energy as required and defined in Appendix 1 of the 2020 Green Building Incentive Policy, shall contribute to the County's Green Building Fund in the amount of $4/square foot of roof area (including mechanical equipment) prior to the issuance of the Shell and Core Certificate of Occupancy. The payment shall be made out to Treasurer, Arlington County, and delivered to the Department of Environmental Services, Office of Sustainability and Environmental Management (OSEM). Compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment.

Light Pollution Reduction. At least 90% of exterior fixtures, excluding streetlights as required by the County, shall meet Dark Sky-approved criteria according to the 2020 Green Building Incentive Policy. Exterior emergency lighting and lighting required by code for health and safety purposes shall be exempted from the following Dark Sky requirements. The Dark Sky requirements for

the non-emergency lighting, excluding streetlights, are, but not limited to, the following:

a. Motion sensor controls, integrative photovoltaic cells, photosensors or astronomic time-clock operation.
b. Fully shielded luminaires emitting no light above 90 degrees without sag or drop lenses, without side light panels, and without up-light panels.
c. Luminaires employing warm-toned (3000K and lower) white light, amber, or filtered LED light sources.

1) **(Shell & Core Certificate of Occupancy)** The Developer agrees that for residential development:

(a) **ENERGY STAR appliances.** All of the following types of appliances, fixtures, and/or building components initially installed in the residential units in the project shall have earned the U.S. EPA's ENERGY STAR label (or equivalent as approved by the County Manager): clothes washers, clothes dryers, dishwashers, refrigerators, and ceiling fans. At least 90% of the light fixtures in residential/hotel units will be LED or ENERGY STAR labeled. The Developer agrees to submit to the County Manager or his/her/their documentation sufficient to confirm that such components are ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

(b) **WaterSense fixtures.** All the following fixtures initially installed in the residential units in the project shall have earned the U.S. EPA's WaterSense label (or equivalent as approved by the County Manager): toilets, showerheads, and bathroom sink faucets. The Developer agrees to submit to the County Manager or his/her/their designee documentation sufficient to confirm that such components are WaterSense qualified (or equivalent as approved by the County Manager) prior to issuance of the Shell and Core Certificate of Occupancy.

~~2) **(Shell and Core Certificate of Occupancy) Extra List Options.** In addition to the LEED Gold certification and Baseline Prerequisites, the Developer agrees to include in the project at least ____(#) "Extra List Options" as specified in Appendix 2 of the 2020 Green Building Incentive Policy (or equivalent as approved by the County Manager), and as summarized below in (a) – (m). The Developer agrees to submit to the County Manager or his/her/their designee documentation sufficient to confirm the "Extra List Options" have been included in the project prior to issuance of the Shell and Core Certificate of Occupancy.~~

~~(a) Envelope Commissioning and Whole Building Air Leakage Test~~
~~(b) Renewable Energy~~
~~(c) Optimize Energy Performance~~
~~(d) Renewable Energy plus Storage~~
~~(e) Electric Vehicle Charging Infrastructure~~

~~(f) Advanced Energy Metering~~
~~(g) Building or Building Materials Reuse~~
~~(h) Grid Harmonization~~
~~(i) Grid Optimal Building ACP~~
~~(j) No Combustion in Domestic Hot Water Heating (multifamily and hotel only)~~
~~(k) No Combustion in Ventilation (multifamily and hotel only)~~
~~(l) Affordable Housing (multifamily only)~~
~~(m) Social Equity within the Operation and Maintenance Staff~~

3) **Report Submittals.** The Developer further agrees to submit to the Department of Environmental Services (DES) (with notification of submission to the Zoning Office), reports prepared by the LEED-AP and documentation upon request to substantiate the report. Such reports will be submitted prior to the issuance of each of the following permits or certificates of occupancy for construction of the project (with appropriate updates as the project progresses) and will summarize the efforts to date of the inclusion of the sustainable elements within the project:

   (a) Demolition and Land Disturbing Activity Permits
   (b) Excavation/Sheeting & Shoring Permit
   (c) Above-Grade Building Permit
   (d) Shell and Core Certificate of Occupancy
   (e) Partial Certificate of Occupancy for occupancy of the last floor of space
   (f) Master Certificate of Occupancy

4) **Site Visits (First Partial Certificate of Occupancy for Tenant Occupancy**) The Developer agrees to permit and cooperate with site visits as requested by the County Manager to verify that all LEED components as agreed to as part of this Condition #18 have been included in the project.

5) **LEED-AP Verification (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide a verification letter from the Development Team's LEED-AP prior to issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued. The verification shall state that all the prerequisites and the minimum number of LEED credits, as set forth above in the reporting mechanisms, have been incorporated into the building for which the Certificate of Occupancy permit has been issued, and that, in the professional's opinion, the project will qualify for at least a LEED Gold Certification as outlined in LEED version 4 or a more recent version.

Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor) The Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $343,320 [($46per s.f.) x (5,722 s.f. of LEED bonus density) x 50%] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued guaranteeing that, within twenty-four (24) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the U.S. Green Building Council its LEED Gold certification. If the total number of LEED points earned by that date through certification is less than the number of points required to achieve the agreed upon LEED certification level, or if the Developer misses any "Baseline Prerequisites" or "Extra List" requirements listed above, the Developer shall automatically forfeit a percentage of the financial security as follows:

Points missed	Percentage of financial security forfeited
1-2	25%
3-4	50%
5- 6	75%

Should the Developer miss seven (7) or more points within the twenty-four (24) month period (unless due to delay related solely to the USGBC), the Developer shall automatically forfeit 100 percent (100%) of the security. The forfeited amount shall be paid to the County within 30 days of the date of notification from the USGBC. The Developer agrees that the County may take any amounts due under the condition out of the financial security as deposited with the County.

2. ENERGY STAR Building Certification

a. In addition to LEED BD+C Homes: Multifamily Mid-rise certification for new construction, the Developer agrees to meet the requirements and achieve the US Environmental Protection Agency's (USEPA) ENERGY STAR certification for the building(s) with an ENERGY STAR score of at least 75. The certification will be based on 12 months of actual energy utility data and the Developer agrees to complete all data tracking, documentation, and verification required to earn the ENERGY STAR certification.

b. The Developer agrees to permit and cooperate with site visits by the County Manager to verify progress, and will upon request, provide documentation to substantiate the certification. The Developer also agrees to submit all appropriate documentation to the US EPA (or their designee) for review and evaluation for ENERGY STAR certification in sufficient time to achieve ENERGY STAR certification within forty-eight (48) months after issuance of the Partial Certificate of Occupancy for any space on the last floor for which a Certificate of Occupancy is issued.

c. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $343,320 [($46 per s.f.) x (5,722 s.f. of additional density) x 50%] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, guaranteeing that, within forty-eight (48) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the US EPA its ENERGY STAR certification with a score of at least 75. If the ENERGY STAR score of 75 is not earned within 48 months of the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer agrees that it shall automatically forfeit one hundred percent (100%) of the financial security.

3. **Energy Reporting (March 31st of year after issuance of Partial Certificate of Occupancy of last floor)** The Developer agrees to provide a complete ENERGY STAR Portfolio Manager report (or equivalent as approved by the County Manager), as outlined in County guidelines entitled "Submission Requirements for Development with Portfolio Manager Conditions," for the project each year for a period of ten (10) years. The first report shall be due on or before March 31 of the year following issuance of the Partial Certificate of Occupancy of the last floor of space. The Developer agrees to install energy monitoring equipment capable of tracking whole building energy use data.

4. The Developer agrees that the LEED points referenced in this condition for new green building design and construction refer to the LEED version 4 or 4.1 rating system. If the Developer requests to use an updated version of LEED, then any changes to the point valuations incorporated into future updates to the LEED Green Building Rating System must equal or exceed the requirements outlined in LEED version 4 or 4.1.

5. The Developer agrees to permit the County Manager or his/her/their designee to access the USGBC and ENERGY STAR records for the project, and to provide the County Manager with such authorization as may be necessary to allow such access. Should there be a dispute between the County and the Developer as to whether any sustainable element has properly been included in the development so as to qualify for the applicable number of LEED/ENERGY STAR rating system points, the County and the Developer will select a mutually agreeable third-party LEED-accredited individual, or other person with substantial experience in the LEED or ENERGY STAR system as approved by the County Manager, and accept the determination of that individual as to whether the Developer has qualified for those points. If the third-party person determines that the sustainable element has properly been included, the County will issue the permit. Such a determination shall in no way relieve the Developer of the obligation to achieve the level of certification called for in this condition.

6. The Developer agrees that all sustainable design elements and innovative technologies incorporated into the project for which the Developer earned points under the USBGC's LEED green building rating system, or an equivalent element as approved by the County Manager, shall remain as part of the Site Plan for the life of the Site Plan.

19. Civil Engineering Plan (Land Disturbing Activity Permits)

A. **Submission and Approval (Land Disturbing Activity Permits)**

1) **Submission (Land Disturbing Activity Permits)** The Developer agrees to submit a complete set, as determined by the Department of Environmental Services, of a Civil Engineering Plan for each applicable phase of the project consistent with the approved Phasing Plan for the development, pursuant to Condition #5 above, based on the Minimum Acceptance Criteria and Guidelines dated December 17, 2020 or subsequent amended acceptance criteria document, prior to the issuance of the Land Disturbing Activity Permit for that phase.

2) **(Excavation, Sheeting and Shoring Permit)** The Developer agrees that in the event it seeks an Excavation Sheeting and Shoring Permit prior to approval of the Civil Engineering Plan, such permit may only be issued if the following requirement has been met for the applicable phase pursuant to Condition #5:

a. **Finding of no substantial risk to County.** A minimum of one complete County staff review of the Civil Engineering Plan has been completed that results in a finding by the County Manager or his/her/their designee that the limits and method of Excavation, Sheeting and Shoring proposed on the plan will not interfere with, limit, damage, or pose a substantial risk of damage, to existing and proposed public infrastructure and adjacent public or private property.

3) **Approval of Plan (Footing to Grade Permit)** The Developer agrees to obtain approval of the Civil Engineering Plan by the County Manager or his/her/their designee prior to the issuance of the Footing to Grade Permit, for any phase of the project (approved pursuant to Condition #5). The Developer further agrees that the approved Civil Engineering Plan shall conform to this Site Plan approval, the approved Final Landscape Plan, and the sequence of construction, and shall be consistent with all site plan approval requirements and all County codes,

standards and specifications, and policies. The Developer further agrees that any changes to the approved Civil Engineering Plan shall be subject to the same conformance requirements. The Developer agrees to obtain approval from the County Manager or his/her/their designee of a revised Civil Engineering Plan for such changes, and if such changes are also features shown on the Final Landscape Plan, shall also obtain approval from the County Manager or his/her/their designee of a revised Final Landscape Plan per Condition #21.

B. **Infrastructure Improvements.** The Developer agrees to design and incorporate, at a minimum, the following elements in addition to other information required to be provided on the Civil Engineering Plan:

1) Structure Free Zone

a. In order to accommodate the subsurface requirements of utilities and streetscape elements (including street trees), the Civil Engineering Plan shall provide a structure-free zone under the public sidewalk along all street frontages.

i. This zone shall be a minimum of five (5) feet in depth, as measured from the approved finished sidewalk elevation, and shall extend from the back of the final location of the street curb, to the far edge of the public sidewalk.

ii. No subterranean structures (such as parking garages or storm water detention facilities) shall intrude into this five (5) foot deep zone, unless otherwise approved by the County Board and as shown on the Civil Engineering Plan.

iii. Notwithstanding the foregoing provisions, there shall be a minimum of fifteen (15) feet in depth, as measured from the approved finished sidewalk elevation, at specific street intersections adjacent to the site, within the triangular zone formed by the Point of Intersection and fifteen (15) feet beyond the Points of Tangent and Points of Curvature of the two intersecting street curbs, as listed below.

(1) N/A

iv. Within the structure-free zone, underground utilities and/or utility vaults shall not be located in a manner that interferes with the appropriate spacing of street trees shown on the approved Final Landscape Plan nor shall utility lines be located beneath street trees.

2) Water Mains and Services

a. Water services and public water main improvements, as listed below.

i. None.

ii. Their exact sizes, lengths, and locations shall be determined by the County as part of the Civil Engineering Plan review, which will be based on final engineering design and on evaluation of existing conditions and capacity of the water mains to serve the subject site, while maintaining the reliability of the water system. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

3) Sanitary Sewer

a. Public sanitary sewer main improvements, as listed below.

i. Construct approximately 25 linear feet of an 8" sanitary main in Fairfax Drive, connecting to manhole 5283 and extending to a new manhole for the 15" sanitary main in Fairfax Drive.

ii.

Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

b. The Developer agrees that the County may TV-Inspect the sanitary sewer lines serving or along the frontages of the site and shall identify any improvements that are necessary to adequately provide sanitary sewer service to the development. The Developer shall repair or replace any sections or appurtenances of the sanitary sewer serving or along the frontages of the development that are found to be deficient or as shown on the Civil Engineering Plan.

4) Storm Sewer

a. Public storm sewer improvements and public storm water management facilities as listed below.

i. None.

Their exact location shall be determined as part of the Civil Engineering Plan review based on final engineering design. These improvements shall be constructed in accordance with the standards set out in the DES Construction Standards and Specifications Manual.

5) Electric Service and Appurtenances

a. All new electric transformers and all associated appurtenances may be pad mounted and shall be screened to not be visible from the public right-of-way. ~~shall be installed in underground utility vaults.~~

6) Undergrounding of Aerial Utilities

a. Removal and/or undergrounding of all existing aerial utilities located within or along the periphery of the entire site plan to a distance of approximately five (5) feet beyond the site boundaries or the limits of disturbance/clearance, whichever is greater.

b. All utility improvements necessary to provide adequate utility services to the development, or utility work necessary to provide terminus facilities associated with the undergrounding of utility lines shall not result in the installation of any new or additional permanent utility poles, push braces, or aerial utility lines or devices.

7) Underground Utility Vaults

a. The location of all underground utility vaults, ventilation grates, and associated appurtenances, which shall meet the following standards:

i. Installation of all underground utility vaults shall be in conformance with County design and construction standards and specifications, and all applicable construction standards and specifications of the owner of the utilities. Underground utility vaults for electric transformers and all associated appurtenances shall meet both Dominion Virginia Power and County design and construction standards and specifications.

ii. Underground private utility vaults may not be placed, in whole or in part, within the County right-of-way or public easement unless the Developer obtains County Board approval of an encroachment

ordinance or other County approval, as appropriate, permitting use of the County right-of-way or public easement for such purpose. Upon enactment of an ordinance or approval, the Developer agrees to comply with all the conditions of such ordinance and any other conditions prescribed in the site plan addressing vacations and encroachments, including, but not limited to, recordation of any deeds, plats, or ordinances, the payment of compensation, and required fees.

iii. The location and placement of underground utility vaults shall not conflict with the physical operation or placement of other existing or proposed public or private utility facilities.

iv. Underground utility vaults shall have a minimum horizontal clearance of five (5) feet to conduits, manholes, public water mains and public sanitary sewers, unless a lesser clearance is specifically approved by the County Manager.

v. Ventilation grates for underground utility vaults, or for garage air intake and exhaust vents, shall not be located within public sidewalks, streets, or within any portion of the County right-of-way or public easement area for sidewalks or public streets, or within any areas that provide pedestrian access to any buildings, street, and public or private open spaces.

8) Pavement, Curb and Gutter

a. Pavement, curb and gutter, parking spaces, and parking space sensors, along all site frontages, as listed below, and as shown on the approved Civil Engineering Plan. Additionally, the Developer will be responsible for the cost of installation of new sensors if existing sensors are damaged or paved over during construction.

i. Fairfax Drive – Construct a street section of approximately 22' to 31.5' in width, as shown in the civil engineering plan approved by the County Manager. Construct ADA ramps as necessary at the northeast, and southeast corner of the intersection of Fairfax Drive and North Queen Street. Construct ADA ramps as necessary at the northwest corner of the intersection of Fairfax Drive and North Pierce Street. Provide a crosswalk across Fairfax Drive to support the eastern leg pedestrian crossing at the intersection of Fairfax Drive and North Queen Street.

ii. North Pierce Street – Construct a street section of approximately 25.4' in width, as shown in the civil engineering plan approved by the County Manager.

iii. North Queen Street – Construct a street section of approximately 23.5'in width, as shown in the civil engineering plan approved by the County Manager.

b. Pavement, curb, and gutter, including all improvements for pedestrian and/or vehicular access or circulation along all frontages shall be designed and constructed in compliance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended.

9) Streetscape

a. The final streetscape design including sidewalks, street trees, tree pits, bicycle racks, parking meters, and sidewalk pattern/design along with the final selection of materials and colors to be used, and the limits of the clear pedestrian zone of all public sidewalks and pedestrian access. Along with street lighting per subparagraph B.11 below, the final streetscape design shall include, but not be limited to, the following elements:

Fairfax Drive (north side only):
- *Minimum streetscape width measured from the back of curb: 13 feet*
- *Minimum clear sidewalk width: 8 feet*
- *Tree pits/planting strip dimensions:5 feet and distance from back of curb: minimum ~~eight (8)~~ zero (0) inches*

North Pierce Street (west side only):
- *Minimum streetscape width measured from the back of curb: 11 feet*
- *Minimum clear sidewalk width: 6 feet*
- *Tree pits/planting strip dimensions:5 feet and distance from back of curb: minimum ~~eight (8)~~ zero (0) inches*

North Queen Street (east side only):
- *Minimum streetscape width measured from the back of curb: 11 feet*
- *Minimum clear sidewalk width: 6 feet*
- *Tree pits/planting strip dimensions:5 feet and distance from back of curb: minimum ~~eight (8)~~ zero (0) inches*

b. Public sidewalks designed in conformance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended and as required to be shown on the Final Landscape Plan per Condition #21.B.8.

c. The clear sidewalk along all street frontages of the site shall be in compliance with applicable streetscape guidelines or standards, and shall be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted in conformance with the Master Transportation Plan and/or other applicable plans.

d. Street trees shall be spaced 28-32 feet apart on center, or as approved by the County Manager. The location and planting details for street trees shall be in compliance with the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees on Site Plan Projects, Administrative Regulation 4.3: Tree Planting on Public Land; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board.

e. Individual or multi-space parking meters per the County Manager's determination shall be located where parking meters are called for along the site frontages, based on County plans and policies and the operation of the street.

10) Visitor Bicycle Parking

Provide visitor bicycle parking spaces in the following amounts:

~~a. Office uses: one (1) visitor space for every 20,000 square feet, or portion thereof, of office floor area.~~

b. Residential uses: one (1) visitor space for every 50 residential units, or portion thereof.

~~c. Retail uses: two (2) visitor spaces for every 10,000 square feet, or portion thereof, of the first 50,000 square feet of retail floor area; and one (1) additional visitor space for every 12,500 square feet, or portion thereof, of additional retail floor area.~~

~~d. Hotel uses: one (1) visitor space for every 50 hotel room units, or portion thereof.~~

Visitor bicycle parking shall conform to Class II or Class III Arlington County bicycle parking standards in effect on the date of site plan approval, or as approved in the Civil Engineering Plan as substantially equal to, that shown in the standards. Such facilities shall be installed at exterior locations that are highly visible to, and within 50 feet of, the primary building entrances, unless there are physical obstructions that cannot be changed or moved to accommodate the bicycle parking within the 50 foot distance, in which case they shall be sited as close to the 50 foot distance as physically possible. Such facilities shall not encroach on any area in the public right-of-way intended for use by pedestrians or any required fire egress.

11) Street Lighting

a. Arlington County standard street lights along all frontages of the site in accordance with the then current Arlington County Lighting Specifications and VDOT Traffic Engineering design manuals, as applicable. This shall include installation of a street lighting system including, but not limited to, poles, meters, service cabinets, conduit, junction boxes and power connection appurtenances along all frontages of the site, in locations as determined at the time of review of the Civil Engineering Plan.

b. Removal of all mastarm mounted streetlights (typically cobrahead lights mounted at 25' to 35' above grade) from all street frontages of the site. If the County decides that such streetlights are required to provide adequate lighting for street safety purposes at intersections or when the lights are part of a traffic signal mastarm system, they shall be called out on the Civil Engineering Plan.

12) Traffic Signal Equipment

a. Relocation of existing traffic signal poles, traffic signal cabinets, and any other existing traffic-related items and appurtenances in the public right-of-way along all frontages of the site, and installation of new traffic signal poles, traffic signal cabinets, and any other traffic-related items and appurtenances in the public right-of-way as listed below, in locations as determined by the County Manager or his/her/their designee at the time of the review of the Civil Engineering Plan:

i. <u>None.</u>

13) Communication Conduit

a. Four (4), 2-inch communication conduits (HDPE or equivalent County standard for communication conduits) and related equipment along all site frontages, and two (2), 2-inch conduits from a County handhole into the communications room, all for the sole and exclusive use by Arlington County, unless the County Manager or his/her/their designee determines that less conduit is required for the purpose of providing necessary public safety and communication network access and connectivity.

C. **Implementation Timing.** The Developer agrees to implement the approved Civil Engineering Plan as follows:

1) (Shell and Core Certificate of Occupancy) The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, prior to the issuance of the Shell and Core Certificate of Occupancy for each respective phase of construction:

a. Undergrounding of aerial utilities, including removal of all permanent and temporary poles, lines, and other devices.

b. Public water main and appurtenances, including fire hydrants and fire department connections.

c. Public sanitary sewer main and appurtenances.

d. Public storm sewer improvements.

e. Communication conduit.

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.1) a. above if the Zoning Administrator determines that: 1) the Developer has installed all necessary conduit and other infrastructure required to implement the utility undergrounding; 2) the Developer can demonstrate that it has made all reasonable efforts to implement the required undergrounding; 3) the only remaining work is the responsibility of private utility companies and related completion of streetscape; 4) the timing of these elements will unnecessarily impede progress of the project; and 5) the Developer agrees that completion of this work will occur by the time approved by the Zoning Administrator but in no case later than prior to issuance of the Master Certificate of Occupancy for the building(s) adjacent to the utility pole(s) and/or utility line(s).

2) **(First Partial Certificate of Occupancy for Tenant Occupancy)** The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the respective phases of construction:

a. Public street pavement, sidewalk, curb and gutter improvements.

b. Fire Apparatus Access Roads (Fire Lanes).

c. Street lighting elements including but not limited to: poles, meters, service cabinets and power connection appurtenances, and all conduit and junction boxes necessary for the lighting system, or, at the County's option, full payment to the County to cover the cost for such improvements and relocation.

d. Traffic signal improvements and the relocation of existing traffic signal equipment or, as determined by the County Manager, pay in full to the County, the cost to cover such improvements and relocation.

e. Parking meters, or, as determined by the County Manager, pay in full to the County, the cost to cover such parking meters.

f. Parking space sensors and space delineations, as applicable, or, as determined by the County Manager, pay in full to the County, the cost to cover such parking space sensors and space delineations.

g. Transit facilities.

h. Visitor bicycle facilities.

i. Stormwater management facilities, (SWMF) with accepted certification letter(s) and construction inspection checklist(s) for each SWMF on the approved plan, such letters and inspection checklists to be certified by a

licensed professional (licensed in Virginia), except those provided pursuant to Condition #19.C.3) below.

j. All other elements shown in the approved Civil Engineering Plan.

The Developer agrees to remove and replace, in accordance with the Arlington County Department of Environmental Services Construction Standards and Specifications Manual, any existing curb, gutter and sidewalk along the street frontages of this site plan which is in poor condition or damaged by the Developer, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning Administrator determines that: 1) the Developer is diligently pursuing the work; 2) timing of improvements as approved above will unnecessarily impede progress of the project; ~~3) the installation of the public improvements during extreme weather conditions will not meet County Standards and Specifications~~; and 4) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan's approved design.

3) Final Partial Certificate of Occupancy for Tenant Occupancy) The Developer agrees to construct and/or install the following improvements as shown and approved on the Civil Engineering Plan, as applicable, prior to the issuance of the Final Partial Certificate of Occupancy for Tenant Occupancy for the respective phases of construction:

a. Vegetated stormwater management facilities (SWMF) on private amenity levels, defined as any private spaces elevated above grade on podiums, terraces, or roof levels and not accessible from the exterior of the building with accepted certification letter(s) and construction inspection checklist(s) for each SWMF on the approved plan, such letters and inspection checklists to be certified by a licensed professional (licensed in Virginia).

The Zoning Administrator may, through the 4.1 administrative change process, allow reasonable modifications to the timing of Condition #19.C.2) above, requiring construction or installation of public improvements, if the Zoning Administrator determines that: 1) the Developer is diligently pursuing the work; 2) timing of improvements as approved above will unnecessarily impede progress of the project; 3) the installation of the public improvements during extreme weather conditions will not meet County Standards and Specifications; and 4) the Developer has provided reasonable assurances that the work will be completed in accordance with the Site Plan's approved design.

D. As-Built Civil Engineering Plan (Master Certificate of Occupancy) The Developer agrees to submit to, and obtain approval from, the County Manager or his/her/their designee of an as-built Civil Engineering Plan for each phase of the site plan pursuant to Condition #5, certified by a professional engineer or surveyor registered in the state of Virginia, prior to issuance of the Master Certificate of Occupancy. The Developer agrees that the as-built Civil Engineering Plan shall show all sanitary sewers, storm sewers and storm water management facilities, water mains, street lights, traffic signalization, curb and gutter, sidewalks, street paving, pavement markings, and all appurtenant facilities related to these items. The as-built Civil Engineering Plan shall include a separate schematic drawing showing all storm sewer structures; all sanitary sewer structures; and water meters, valves, blow-offs, and hydrants. Each of these items shall be labeled with horizontal coordinates and with vertical rim elevations and inverts of incoming and outgoing pipes.

E. **Maintenance of Public Infrastructure.** The Developer agrees to maintain, repair and replace all sidewalks and street trees shown on the approved Civil Engineering Plan and approved Final Landscape Plan, which are installed within the public right-of-way or public easement for the life of the Site Plan.

20. Utility Company Notification (Land Disturbing Activity Permit)

In order to coordinate timing of utility work during construction of the project, the Developer agrees to notify all utility companies and County agencies that provide dry utility services in Arlington County of the limits of development and general timing of construction prior to issuance of the Land Disturbing Activity Permit. By way of illustration and not limitation, these utility services include electric, telephone, cable television, telecommunications, and gas. Utility companies consist of those providing existing utility services within the limits of development and others that regularly provide these services in Arlington County. The Developer also agrees to offer utility companies site access, as well as site coordination for their work within the public rights-of-way or easements that permit utilities, whether existing or that will be dedicated by the development, so that utility companies may install their utilities at the time the Developer will be disturbing or paving in the areas described above. The Developer further agrees to submit to the Zoning Administrator copies of communication from the Developer to the utility companies providing such notifications.

21. Final Landscape Plan (Land Disturbing Activity/ Footing to Grade)

A. **Submission (Land Disturbing Activity)**

1) The Developer agrees to submit a detailed Final Landscape Plan prior to issuance of the Land Disturbing Activity Permit. The plan shall conform to the approved 4.1 site plan drawings per Condition #2, and, where applicable, the following administrative guidelines. In the event there are conflicts between administrative standards and the approved drawings per Condition #2, the approved 4.1 site plan drawings shall rule.
   a. The landscaping requirements contained herein;
   b. The landscaping, planting, and sidewalk and driveway construction specifications and standards;
   c. Arlington County Landscape Standards, including the Standards for Planting and Preservation of Trees on Site Plan Projects;
   d. All applicable streetscape guidelines or standards or urban design standards approved by the County Board and in effect at the time of the Final Landscape Plan approval.

2) The Developer agrees that the Final Landscape Plan shall, at a minimum, contain the following information, in accordance with the checklist in the Arlington County Landscape Standards:

   a. Drawings from the Civil Engineering Plan showing the location of utilities, lighting, equipment, and other elements which may impact landscape elements on the site.

   b. Exterior building security measures for office developments only, if applicable.

   c. The locations of all trees, showing that there are no conflicts between trees and existing or proposed utilities.

   d. The location and depth of all existing and proposed utility meters, underground utility vaults and boxes, utility lines, transformers, and at-grade mechanical equipment.

e. The location of all existing, proposed and relocated traffic signal poles, traffic signal cabinets, and any other traffic-related items and equipment located on or in the public sidewalk contiguous to the site.

f. The location of all existing and proposed fire hydrants and standpipes, storm sewers and storm water management facilities, and sanitary sewers and appurtenances.

g. The location of all on-street parking spaces, bus stops, bicycle rack locations, bike share stations, and other facilities as identified during the review of the plans.

h. The location and dimensions of all ventilation, intake, or other grates, including those for garages and transformer vaults, and screening for ventilation grates, which shall meet the requirements of the conditions contained herein.

i. The location of all street light fixtures, poles, meters, service cabinets and power connection appurtenances along the frontages of the site.

j. The location, dimensions, materials, and pavement pattern for driveways and access drives, automobile drop-off areas, curb ramps, driveway aprons, service drives, crosswalks, parking areas, interior walkways and roadways, plaza areas and sidewalks, as well as for address indicator signs. Interior walkways shall have a minimum width of four (4) feet.

k. The final streetscape design, including sidewalks, street trees, tree pits, bicycle racks, and sidewalk pattern/design and final selection of materials and colors to be used.

l. The limits of clear pedestrian zones of all public sidewalks and pedestrian access.

m. Landscaping for open space areas, plaza areas, courtyards, private rooftop amenity spaces, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including, but not limited to, dimensions, size, style(s), materials(s), finish(s), and manufacturer(s) of seating, bollards, trash receptacles, lighting, arbors, trellises, water features, and other landscape elements or structures.

n. The location, design and details of the retail visitor/customer bicycle spaces, pursuant to Condition #19 above.

o. The location of public art, pursuant to Condition #17 above.

p. The location of public use and access easement areas, including final landscape design and installations in these areas.

q. Location of green or "living" walls on the façade, if any, including details of planting location, irrigation and other manufacturer details.

3) **Approval of Plan (Footing to Grade Permit).** The Developer agrees to obtain approval of the Final Landscape Plan by the County Manager, prior to issuance of the Footing to Grade Permit. The Developer further agrees that the approved Final Landscape Plan shall conform to the Civil Engineering Plan, and the sequence of construction, and shall be consistent with the conceptual Final Landscape Plan approved by the County Board as a part of the Site Plan

approval, all site plan approval requirements, and all County codes, standards and specifications, and policies.

B. Standards and Requirements. The Developer agrees that the Final Landscape Plan shall, at a minimum, meet the following standards and requirements:

1) The plans shall be drawn to on sheets 24 inches by 36 inches in size.

2) The plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia.

3) The Tree Replacement Plan, and associated Tree Replacement Calculations, shall be in accordance with the Arlington County Tree Replacement Guidelines and Chesapeake Bay Ordinance requirements. The tree replacement calculations shall be developed by a certified arborist or a landscape architect certified to practice in the Commonwealth of Virginia. Any replacement trees shall conform to the standards and specifications set forth in subparagraph 11 below.

4) All existing and proposed traffic signal poles and traffic signal cabinets, and any other traffic-related items, on and around the perimeter of the site shall not obstruct pedestrian travel and shall not be located in the clear sidewalk, including, but not limited to, access areas to ADA ramps, crosswalks, building entrances, and interior walkways.

5) Transformers shall not be placed above grade between the building and the street, except as shown on the plans dated July 11, 2025.

6) The Developer agrees that the location of all ventilation, intake or other grates shall not be located within public sidewalks or streets, or within areas between the street curb and any building which is used as a walkway. The Developer agrees that ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way.

7) All plaza areas, access drives, automobile drop-off areas, interior walkways and roadways shall contain special treatments that coordinate in design, color and materials with the treatment of the public sidewalk. The materials and colors used are subject to approval by the County Manager or his/her/their designee for conformity with adopted Sector Plans or other urban design standards approved by the County Board as a part of review and approval of the Final Landscape Plan.

8) The final sidewalk pattern/design and final selection of materials and colors shall comply with the requirements outlined below. To the extent that the County's requirements and policies for sidewalk pattern/design and materials/colors change, subsequent to this Site Plan approval, the County Manager or his/her/their designee shall review, at the time of construction, for approval, the final treatment for compliance with the then current standards.

a. The clear sidewalk along all street frontages of the site shall be in compliance with the 4.1 site plan drawings per Condition #2 and all applicable streetscape design guidelines or standards, and shall:

   (1) Continue across all driveway aprons for loading and garage entrances along all frontages of the Site Plan, and not contain any barriers that would impede the flow of pedestrian traffic.

(2) Be not less than six (6) feet wide at any point, including across all driveways, with no obstructions to impede the passage or flow of pedestrian traffic (clear sidewalk). However, pinch points may be permitted only as specifically permitted in conformance with the Master Transportation Plan and/or other applicable plans.

(3) Be designed and installed in compliance with Department of Environmental Services Construction Standards and Specifications.

(4) Use plain, un-tinted concrete or, subject to approval, an integral tint that harmonizes with its setting. Non-standard materials or surface treatments may be used subject to approval by the County Manager, and under the provisions of all applicable streetscape guidelines or standards.

(5) Not contain joints or use patterns that create gaps of ¼-inch in depth or greater at a spacing of less than 30 inches.

(6) Any garage entrance adjacent to a sidewalk shall be designed and constructed so that the location of the garage doors are recessed a minimum distance of six (6) inches from the building wall's surface.

b. The Developer agrees to design and construct all elements of the streetscape, including, but not limited to, public sidewalks and street trees within the public right-of-way or public easement as follows:

- *Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 19.B.9.a*
- *Tree size: minimum 2-2 ½ ~~3½~~ inches caliper*
- *Tree spacing: 28-32 feet apart on center, or as approved by the County Manager or his/her/their designee per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects*

9) The sidewalks shall contain street trees placed in either tree pits with continuous soil panels or planting strips, consistent with the Standards for Planting and Preservation of Trees in Site Plan Projects, and as specified above. The location, soil volume enhancements, and planting details for street trees shall be in compliance with; the Arlington County Landscape Standards; the Standards for Planting and Preservation of Trees in Site Plan Projects; and other applicable streetscape guidelines or standards, or urban design standards approved by the County Board. Street trees shall not be placed within the vision clearance (corners), as defined in Section 3.2.6.A.4 of the Zoning Ordinance.

10) The plan shall provide a structure free zone, except for structures used for soil expansion, per Condition #19.B.1.

11) Plant materials and landscaping shall meet the then-current American Standard for Nursery Stock, and shall also meet the following standards:

a. Major deciduous trees (shade or canopy trees) other than street trees–a minimum caliper of 2-2 ½ inches.

b. Evergreen trees–a minimum height of 7 to 8 feet.

c. Ornamental deciduous trees–a minimum caliper of 2 to 2 ½ inches for single stem trees. Multi-stem trees shall not be less than 8 feet in height.

d. Shrubs–a minimum spread of 18 to 24 inches.

e. Groundcover–in minimum 2 inch pots.

C. Installation and Maintenance of Landscape Plan Elements (First Partial Certificate of Occupancy for Tenant Occupancy)
The Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan as follows:

1) **Installation (First Partial Certificate of Occupancy for Tenant Occupancy)**. The Developer agrees that all improvements shall be constructed and/or installed prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of any space above grade for the respective Phase of construction (as "Phase" is determined pursuant to the approved Phasing Plan required in Condition #5 above).

a. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of installation of all improvements based on the planting season, availability of plant materials, weather, or other construction-related issues, which may not permit installation of hardscape features, plant materials and/or street trees by the required timing.

b. The following standards for Installation apply:

(1) The Developer agrees to notify the DPR Urban Forester at least 72 hours in advance of the scheduled planting of any street trees in the public right-of-way and to be available at the time of planting to meet with staff of DPR to inspect the plant material, the tree pit and the technique of planting. Soil used in the tree pit must meet the specifications for street tree planting available from the DPR Urban Forester.

(2) All new lawn areas shall be sodded; however, if judged appropriate by the County Manager, based on accepted landscaping standards and approved in writing, seeding may be substituted for sod. All sod and seed shall be state certified.

(3) Exposed earth not to be sodded or seeded shall be well mulched or planted in ground cover. Areas to be mulched may not exceed the normal limits of a planting bed.

(4) Continuous soil panels shall be used instead of individual street tree pits. Soil and drainage material depth shall be as specified in appropriate Arlington County tree planting standard details, and as approved by the County Manager or his/her/their designee on the landscape plan. Soil volume, depth, and drainage requirements also apply to trees in raised planters.

(5) Finished grades shall not exceed a slope of three to one, unless otherwise shown on the approved plans.

(6) The Developer agrees to install approved lighting before the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, exclusive of the garage, for the applicable Phase of the project pursuant to the approved Phasing Plan required in Condition #5 above.

2) **Installation of Private Amenity and Roof-Level Landscaping (Final Certificate of Occupancy for Tenant Occupancy).** The Developer agrees

that all landscaping improvements on private amenity levels, defined as any private spaces elevated above grade on podiums, terraces, or roof levels and not accessible from the exterior of the building, shall be constructed and/or installed prior to the issuance of the Final Partial Certificate of Occupancy for Tenant Occupancy, for the respective Phase of construction (as "Phase" is determined pursuant to the approved Phasing Plan required in Condition #5 above).

3) **Maintenance and Replacement (Life of Site Plan)** The Developer agrees to maintain the site in a clean and well-maintained condition and ensure that the entirety of the site and its landscaping, including all hardscape, site furniture, and plantings, are kept in a clean and well-maintained condition for the life of the Site Plan in accordance with the approved Final Landscape Plan and the Landscape Maintenance Management Program per the Arlington County Landscape Standards.

The Developer agrees to contact the Department of Parks and Recreation to arrange for a site meeting with an Urban Forester to review and approve the scope of work prior to performing any pruning of street trees. An International Society of Arboriculture (ISA) Certified Arborist must be on site during all pruning of street trees.

D. **Administrative Changes.** The County Manager or his/her/their designee may consider minor revisions to landscape plans as long as such changes are consistent with the intent of the Site Plan approval. The Developer agrees that any change to the approved landscape plan requires approval of a revised landscape plan by the County Manager. The Final Landscape Plan shall govern construction and/or installations of elements and features shown thereon, except as amendments may be specifically approved by the County Manager. If proposed changes impact the Civil Engineering Plan, then a revision to the Civil Engineering Plan must also be reviewed and approved.

22. FAA Documentation (Excavation, Sheeting and Shoring Permit)

The Developer agrees to obtain from the Federal Aviation Administration (FAA) a written statement, based on the highest points (including the penthouse) of the building, that the project is not a hazard to air navigation, or that the project does not require notice to or approval by the FAA, prior to the issuance of the Excavation, Sheeting and Shoring Permit.

23. Recordation of Deeds of Public Easements and Deeds of Dedications (Submission - Footing to Grade Permit; Recordation – First Partial Certificate of Occupancy for Tenant Occupancy)

A. **Fee Interests**. Unless otherwise specifically provided for elsewhere in these Site Plan conditions, the Developer agrees to convey real estate interests called for by this Site Plan approval to the County for public street or public right-of-way purposes or for the conveyance of parcels or portions thereof, in fee simple ("Fee Interests"), free and clear of all liens and encumbrances. Unless otherwise deemed unnecessary by the County Attorney, for all Fee Interests, the Developer agrees to provide to the County: i) a Phase 1 Environmental Site Assessment; ii) an ALTA Land Title Survey; and iii) a Title Report (collectively, "Property Documentation") acceptable to the County Attorney, demonstrating to the County's satisfaction, in its sole discretion, that the Fee Interests are in a condition suitable for the County's intended uses.

B. **Easement Interests**. Where public improvements or public uses, including, but not limited to, sidewalks, street trees or other streetscape plantings, water mains, storm sewers, sanitary sewers, and other public utilities and facilities (collectively, "Public Improvements") are not located, or to be located, in the public street or public right-of-way, the Developer agrees to convey to the County by deed(s) of easement, all real estate interests for such Public Improvements. The Developer further agrees

that all liens and encumbrances shall be subordinated to the easement rights of the County conveyed by such deed(s) of easement.

C. **General Requirements**. Unless otherwise specifically provided elsewhere in these Site Plan conditions, the Developer agrees for each Phase of the project, pursuant to the approved Phasing Plan required in Condition #5 above, all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan for the construction of any public street, public infrastructure, public utility, public facility or public improvements, or required by these Site Plan conditions, to:

1) **Submission for Review (Footing to Grade Permit)** Submit for review by the County Manager or his/her/their designee all required plats, Property Documentation, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, prior to the issuance of the Footing to Grade Permit for such phase; and

2) **Approval and Recordation (First Partial Certificate of Occupancy)** Obtain approval of required Property Documentation, deeds and plats, and record such plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with, and/or required by the final approved Civil Engineering Plan, among the land records of the Circuit Court of Arlington County prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the building(s) or any portion thereof for such phase.

D. As long as the Developer is diligently pursuing construction of the Site Plan, or an approved Phase of the Site Plan, if the Site Plan is being phased, once the Developer records any easements required by this Condition #23, the Developer may continue construction of Site Plan improvements located within such easement area without a right-of-way permit provided that the Developer meets the requirements set forth in Condition #19.C.

24. Secure Bicycle Parking, Shower and Locker Facilities (Footing to Grade Permit) The Developer agrees to provide, as a part of the project and at no charge to the user, secure bicycle parking, shower and locker facilities for each building as described below:

A. Design of Class I Secure Bicycle Parking, Shower and Locker Facilities (Footing to Grade)

1) The Developer agrees to obtain approval by the County Manager or his/her/their designee of the secure bicycle parking, shower and locker facilities for each building that comply with the standards below as part of the applicable architectural floor plans, prior to issuance of the Footing to Grade Permit for that building. If no secure bicycle facilities for a building are located below grade, then approval shall be obtained prior to the issuance of the Final Building Permit for that building.

2) The Developer agrees that all Class I (secure) bicycle parking shall meet Arlington County Bicycle Parking Standards, 2020 Update, or subsequent revision in effect on the date of site plan approval or be approved as equal to that shown in the Standards.

3) The Developer agrees to provide the following Class I bicycle parking spaces:

~~a. Office uses: One (1) employee bicycle parking space for every 6,000 square feet, or portion thereof, of office floor area.~~

b. Residential uses: One (1) resident bicycle parking space for every 2.5 residential units, or portion thereof.

~~c. Retail uses: One (1) employee bicycle parking space for every 25,000 square feet, or portion thereof.~~

~~d. Hotel uses: One (1) space for every 10 hotel room units, or portion thereof. In addition, the hotel shall provide adequate space in a locked luggage storage facility, controlled by the hotel staff, inside the hotel, to accommodate guest's bicycles along with guest's luggage.~~

~~4) The Developer agrees to provide the following shower and locker facilities:~~

~~a. For office/retail/hotel buildings of up to 100,000 square feet of Gross Floor Area (GFA), one (1) shower per gender, for every 50,000 square feet or fraction thereof.~~

~~b. For office/retail/hotel buildings between 100,001 square feet of GFA and 300,000 square feet of GFA, three (3) showers per gender.~~

~~c. For office/retail/hotel buildings greater than 300,000 square feet of GFA, three (3) showers per gender, plus one (1) shower per gender for each additional 100,000 square feet of GFA or portion thereof above the first 300,000 square feet of building GFA.~~

~~d. In residential buildings, for retail uses equal to or greater than 25,000 square feet of GFA and less than 50,000 square feet of GFA, a minimum of one (1) unisex shower. For retail uses equal to or greater than 50,000 square feet of GFA, a minimum of one (1) shower per gender.~~

~~e. If retail employees will not have access to shower facilities required for office or hotel employees, shower facilities for retail employees shall be provided in accordance with the ratios specified in Condition #24 A.4).d. above.~~

~~f. For every required employee bicycle parking space, either 1) a minimum of one (1) clothes storage locker per gender if in gender-specific changing rooms, or 2) a minimum of one (1) clothes locker if outside of gender specific changing rooms. Each locker shall be a minimum size of 12 inches in width, 18 inches in depth, and 36 inches in height.~~

~~The showers and lockers shall be located adjacent to one another in a safe and secure area. If there is no shower required, clothes locker(s) shall be located adjacent and convenient to the bicycle parking location itself.~~

~~The showers and lockers may be provided as an element of an exercise/health facility, which facility shall be made available to users of the bicycle parking spaces according to the minimum standards stated above.~~

B. Installation of Secure Bicycle Parking, Shower and Locker Facilities (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees that prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for each respective building or phase of construction per Condition #5, all secure bicycle parking, shower and locker facilities in approved permit drawings per Condition #24.A.1) above for that building or phase of construction, shall be fully installed and operational.

25. Façade Treatment of Buildings (Footing to Grade)

A. The Developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be consistent, in terms of massing, materials, fenestration, rhythm and overall architectural vocabulary, with the intent of this Site Plan approval and the drawings identified in Condition #2 as presented to the County Board and made a part of the public record on the date of County Board approval of this Site Plan.

B. **Submission of Facade Elevation Drawings and Material Samples (Footing to Grade)**

The Developer agrees to submit for review by the County Manager or his/her/their designee prior to the issuance of the Footing to Grade Permit, architectural line drawing elevations drawn to scale, which label the materials and colors for each elevation of the building, including living green walls and interior façade elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), and which identify any proposed change from the drawings identified in Condition #2, along with a written summary and explanation of the proposed changes. The Developer further agrees to submit, as part of the submission, a high-resolution photograph of a material sample board documenting proposed façade materials as shown on the elevations and any other supplemental information necessary to support material description.

C. **Approval of Facade Elevation Drawings and Material Samples (Final Building Permit)**

The Developer agrees to obtain the approval of the County Manager or his/her/their designee of the façade elevation drawings and material samples submitted per this Condition #25, as being consistent with the intent of the County Board's approval of the Site Plan, including any changes approved administratively or through site plan amendment, prior to the issuance of the Final Building Permit.

D. **Inspection and Approval of Built Façade (Shell and Core Certificate of Occupancy)**

The Developer agrees to obtain approval of the County Manager or his/her/their designee of the built building façades as being consistent with the approved façade elevations and materials prior to the issuance of the Shell and Core Certificate of Occupancy.

E. **Ground Floor and Retail Storefront Facades.**

Intentionally Omitted

F. **Standards for Façade Treatment of Buildings:**

1) **Mechanical Equipment.** The Developer agrees that all mechanical equipment, regardless of location, shall be screened so that the mechanical equipment is not visible from the public right-of-way. The screening shall have an opaque or opaque-like treatment. Screening for the penthouse mechanical equipment shall consist of a solid wall treatment. Any mechanical equipment, including equipment located on the ground or at roof top, and screening for the penthouse mechanical equipment, shall be shown on all elevation drawings. The Developer agrees to obtain the County Manager's review and approval of the details of the screening treatment, including height, material and color, as meeting this standard, as part of the approval for the façade elevations and façade materials.

2) **Window Transparency.** Intentionally Omitted

3) **Architectural Illumination.** The Developer agrees that the illumination, up-lighting, or the like, of any architecture, including buildings, structures, sites and facades, shall not be permitted unless specifically called out on the Site Plan and approved by the County Board. Minor adjustments to architectural illumination

shown on the façade elevations that were not specifically shown on the Site Plan approved by the County Board may be approved by the Zoning Administrator through the administrative change process subject to the standards of this subparagraph F.3). The Zoning Administrator may approve minor adjustments to architectural lighting located on building base or podium facades provided such changes do not result in excessive up-lighting, wall washing, hot spots, glare, obtrusive light, light pollution, light trespass, or visual nuisance, and are designed in a coordinated fashion to accentuate key architectural elements of the building. Any architectural illumination that includes lighting of roof lines of buildings at heights greater than 75 feet as defined in Section 13.2.3.D ("Architectural lighting and embellishments and lighting of rooflines") of the Arlington County Zoning Ordinance, shall require a Site Plan Amendment.

26. Plat of Excavated Area (Footing to Grade Permit)

A. **Submission (Footing to Grade Permit)** The Developer agrees to submit a PDF copy of a plat, drawn at the scale of 1 inch = 25 feet and 24 inches x 36 inches in size, of the excavated area showing spot elevations which confirm that the construction drawings are consistent with the average site elevation, and with the building's ground floor elevation(s) at the building's lowest level(s), as approved by the County Board and as indicated in the plans referenced in Conditions #2 and #3 above.

B. **Spot Elevations at 50% (Footing to Grade Permit)** The Developer agrees to provide the Zoning Administrator spot elevations which shall, at a minimum, consist of two corners and spot elevations from 50% of the total area to be excavated, prior to the issuance of the Footing to Grade Permit. If the excavated area will be greater than 20,000 square feet, the Zoning Administrator or her designee may agree to reduce the area for which elevations must be provided before issuance of a Footing to Grade Permit.

C. **Elevations Confirming Remainder of Excavation (Final Building Permit)** The Developer agrees to submit to the Zoning Administrator additional elevations confirming the elevations of the remainder of the excavation prior to the issuance of the Final Building Permit.

27. Public Improvements Bond (Footing to Grade Permit)

A. **Bond Estimate (Footing to Grade Permit)** The Developer agrees to submit to the Department of Environmental Services (DES) a performance bond estimate for the construction or installation of all facilities (to include street trees and all landscape materials) that will be located within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities, upon approval of the Civil Engineering Plan for each Phase of the project, consistent with the approved Phasing Plan pursuant to Condition #5 above, and prior to the issuance of the Footing to Grade permit for such Phase.

B. **Bond (Final Building Permit)** Upon approval of the performance bond estimate by DES, the Developer agrees to submit to DES a performance bond, in the approved amount of the estimate, and an agreement for the construction or installation of all facilities (to include street trees and all landscape materials) within the public rights-of-way or easements, erosion and sediment controls, and storm water management facilities; which bond shall be executed by the Developer in favor of the County before the issuance of the Final Building Permit.

C. **Repair/Replace Infrastructure (Release of Public Improvement Bond)** The Developer agrees to replace any curb, gutter and sidewalk in poor condition and/or existing or new infrastructure damaged during construction, at the direction of the County Manager, prior to release of the public improvement bond.

28. Interior Trash Collection and Recycling Areas (Footing to Grade Permit)
The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees to provide and use interior space for the collection, storage, compaction, and removal of trash. The space shall not be outside the interior loading space and shall not conflict with the use of a loading berth. The Developer agrees to provide and use appropriate interior facilities for the recycling of reusable materials as defined by the County. Interior spaces for trash collection shall be consistent with the loading space dimensions provided for in Condition #29.

29. Interior Loading Spaces (Footing to Grade Permit)
The Developer agrees to obtain approval from the Zoning Administrator of drawings showing compliance with this condition prior to the issuance of the Footing to Grade Permit. The Developer agrees that all loading spaces shall be in the interior of the building and shall also comply with the following requirements:

A. Minimum 12-foot clear width, including entrances, and minimum 14-foot clear height, however, any loading dock to be used for trash removal shall have a minimum interior height clearance of 15 feet.

B. At least one loading space shall have a minimum 40-foot clear length.

C. The loading area shall be kept clear at all times except for the temporary loading/unloading of vehicles.

D. All loading docks shall contain closable doors.

E. Use of the loading dock for deliveries or trash pick-ups, excluding moving vans, shall be limited to the hours from 8:00 a.m. to 6:00 p.m., seven (7) days a week.

F. The loading dock door shall be closed when the loading dock is in use, except when necessary for entry or exit of vehicles, venting of vehicle exhaust, or when required for similar operational or safety measures.

30. Emergency Vehicle Access/Support on Surface Parking and Plaza Areas (Footing to Grade Permit)
The Developer agrees that the requirements and standards of this condition shall be incorporated in the construction drawings, which shall be submitted to the Inspection Services Division for the Footing to Grade Permit. The Footing to Grade Permit shall not be issued until evidence has been provided to the Zoning Administrator that the terms of this condition have been met.

A. The Developer agrees that all plaza areas used for vehicular access and all surface parking areas shall be constructed to support the live load of any fire apparatus, and agrees to construct these elements in accordance with the approved drawings.

B. Architecturally designed bollards or curbs shall be used on pedestrian plazas to separate the areas intended for emergency vehicle use from areas intended for pedestrian use.

C. No above-grade structure shall be allowed to obstruct fire lanes.

31. Parking (Footing to Grade Permit)
A. Site Plan Requirements
1) Site Plan Parking Requirements
a. The Developer agrees that, unless specifically identified in this condition, parking shall be provided consistent with Section 14.3 of the Zoning

Ordinance. The Developer agrees to submit to, and obtain review and approval from the Zoning Administrator, of drawings showing all parking spaces and drive aisles comply with the requirements of 14.3 of the Zoning Ordinance prior to the issuance of the Footing to Grade Permit.

b. The Developer agrees that the required minimum number of parking spaces for the project, "Required Spaces", equals the sum of the project/building's uses times the parking ratio for each use type. The approved parking ratios, by use type, are presented below.

Use Type	**Approved Parking Ratio**
Residential -	.44 spaces per unit (to include residents, residential visitors, accessible spaces & residential building employees)
Residential Visitor *[for projects utilizing the Residential Parking Guidelines.]*	0.05 spaces per unit for the first 200 units of a building designated residential visitor parking. Visitor spaces shall be available for visitor use at all times and must be located on-site within each building.
~~Office -~~	~~1 space per ____ square feet of GFA (to include office employees, office visitors, building management employees, and accessible spaces)~~
~~Commercial/Retail -~~	~~1 space per ____ square feet of GFA, after approved exclusion for proximity to Metro Station (to include retail customers, retail employees and accessible spaces)~~
~~Hotel -~~	~~___ spaces per guest room (to include hotel employees, guests, visitors, and accessible spaces)~~
~~Other -~~	_____

c. The Developer agrees that the number of compact spaces counted toward the total number of "Required Spaces", ~~exclusive of those spaces required for retail,~~ shall not exceed 15% of the total number of "Required Spaces". ~~"Required Spaces" for retail and guest or visitor parking shall not be compact.~~ Spaces provided in excess of the "Required Spaces" total may be either standard or compact spaces.

d. The Developer may use spaces not designated as retail or visitor for carshare, which shall count toward the required parking ratio for the applicable use.

e. The Developer agrees that the "Required Spaces" shall not be converted to storage or other non-parking use without approval of a Site Plan amendment. Parking spaces constructed in excess of the "Required Spaces" may be converted from automobile parking to parking for other modes of transportation (i.e., motorcycles, scooters, bicycles, etc.) at the discretion of the Developer.

f. The Developer agrees that no fewer than one (1) accessible parking space shall be provided for each "Type A" accessible dwelling unit being provided consistent with the requirements of Condition #41, if applicable.

B. Operation and Management-Related Requirements

1) Residential Parking

a. The Developer agrees that for projects that include rental residential units, the rental agreement shall not require rental of a parking space and the cost of parking shall be shown in such agreement separately from the cost of renting the residential unit.

b. For both rental and condominium buildings, the Developer agrees that the use of the residential parking spaces shall be limited to parking use by the residents of the building and their guests.

c. The Developer agrees to inform all potential tenants and/or purchasers of the County's Residential Permit Parking policy.

2) **Office Parking**
Intentionally omitted

3) Shared Parking
Intentionally omitted

4) External Signs

a. The Developer agrees to install "P" parking sign(s) per County standards on the outside of the building in those cases where parking is available for retail or the general public. The "P" sign(s) shall be visible from every vehicular approach as appropriate except where building design obstructs their visibility.

b. In cases where parking is available to the public, the Developer agrees to install rate and hour signs on the interior entrance wall of the garage, visible from the street.

5) Garage and Parking Management Plans (Footing to Grade Permit)

a. **Garage Plan (Footing to Grade Permit)**
The Developer agrees to submit to, and obtain approval from, the County Manager or his/her/their designee of a Garage Plan prior to the issuance of the Footing to Grade Permit. The Garage Plan shall show where parking for the different user groups, including, when applicable, residents, visitors, employees, retail patrons, and the general public, including overnight public parking, will be located. The Garage Plan shall also show the location(s) of any parking control equipment, locations of queueing, and a queuing analysis that demonstrates vehicle queuing will be accommodated entirely within the garage or other privately controlled areas of the site plan, with all parking spaces designed to be accessible to the public located outside of parking control equipment that prohibits entry to the public. The Garage Plan shall incorporate all elements for such plan listed in the *Department of Environmental Services Minimum Acceptance Criteria for Garage Plans* dated February 15, 2016, or subsequent version.

b. **Parking Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy)** Intentionally omitted.

c. **Implementation.** If applicable, the Developer agrees to implement the approved Parking Management Plan for the life of the Site Plan. The Developer agrees to obtain the prior review and approval of any amendments to the approved Parking Management Plan by the County Manager.

32. Documentation of Historical Artifacts, Features and Buildings (Footing to Grade Permit)

A. The Developer agrees to submit documentation to Arlington County Historic Preservation Program, Neighborhood Services Division (HPP), regarding any historical artifact or historical natural feature uncovered during construction on the site prior to the issuance of the Footing to Grade Permit for the building, or each building in a multi-building project. This documentation shall include written notation describing the artifact or natural feature, color photographs, and mapping of the location and/or depth of the site excavation at which the item was found.

B. In the event an historical artifact or natural feature is found on the site, and is to be disturbed or removed from the site during construction, the Developer agrees to contact the HPP before removing or disturbing the artifact or natural feature. Arlington County shall be given the opportunity to accept donation of the artifact or natural feature before the item is offered to any other organization or individual.

C. Should the project be assessed as a possible archaeological site, the Developer agrees to pursue, at a minimum, a level one and two archaeological study. The Developer agrees to submit to the HPP all written results of the level one and two archaeological study and all artifacts found on the site.

33. Underground Utility Fund Contribution (Final Building Permit)

The Developer agrees to contribute to the County underground utility fund in the amount specified by this site plan condition, in addition to funding and constructing the utility undergrounding work required by this Site Plan approval, prior to the issuance of the Final Building Permit. The total utility fund contribution for this site is $36,258.56 (~~$67,730~~ $69,728 x .52 acres). [The Underground Utility Fund Contribution of $50,000 per acre (2011 dollars) has been adjusted by the change in the Consumer Price Index All Urban Consumers (CPI-U) from 2011 Annual Average to ~~2023~~ 2024 Annual Average, reflecting a ~~35.46~~ 39.46% increase. The rate shall be fixed from County Board approval until the payment is made by the Developer prior to issuance of the Final Building Permit.] The Developer may request and obtain approval from the County Manager or his/her/their designee (DES) to prorate the total utility fund contribution for this site consistent with the approved Phasing Plan for the development pursuant to Condition #5 above. These funds may, but need not, be used by the County for the purpose of providing for undergrounding of utilities along the properties which are not redeveloping in this undergrounding district. If the area of the Site Plan is subdivided, the contribution to be made by each owner shall be based proportionally on the amount of site area allocated to each subdivided parcel. The contribution, if not obligated by the County to pay for utility undergrounding projects within 10 years from the date of payment, will be refunded upon receipt of written request without any accrued interest to the development owners of record at the time of any refund.

34. Wall Check Survey

A. Submission of Wall Check Survey. The Developer agrees to submit a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #2 and #3 above

B. Walls/Elevations of Slab at Grade (Prior to pouring the second-floor slab or at completion of the slab on grade) The Developer further agrees to submit to the Zoning Administrator and obtain the Zoning Administrator's approval as meeting the requirements of this approval, of a wall check survey showing the location of the walls, and the elevation of the slab, at grade, prior to pouring the second floor slab, or at completion of the slab on grade. This shall not prevent the developer, at its own risk, from completing construction of the concrete podium prior to approval of the wall check survey. The completion of the podium may include installation of support columns from the at-grade slab to the bottom side of the second floor slab, as well as installation of the second floor cast in place framed slab. The developer agrees that all such work shall conform to current codes and building permit

requirements. No additional above-grade construction, beyond construction of this podium with support columns, shall be permitted prior to approval of the wall check survey. The developer acknowledges that this additional work above the at grade slab will be at its own risk should the wall check survey not be approved as submitted, and that should any changes to the podium or columns, or other construction be needed based upon review of the wall check plat, the developer shall be fully responsible for completing such changes before any further permits are issued.

35. Use of Penthouse (Final Building Permit)

The Developer agrees that requirements of this condition shall be incorporated in project drawings prior to the issuance of the Final Building Permit. The use of any penthouse shall be limited to mechanical equipment and equipment maintenance space and/or telecommunication transmitter and/or receiver equipment as required in Condition #38 below, unless otherwise approved as part of this Site Plan with such uses subject to approval of Inspections Services Division where applicable.

36. Review by Crime Prevention Through Environmental Design (CPTED) Practitioner (Final Building Permit).

The Developer agrees to submit to the Operations Division of the Arlington County Police Department the approved post-4.1 drawings, which shall be reviewed by the Crime Prevention Through Environmental Design (CPTED) practitioner in the Police Department of CPTED design elements prior to the issuance of the Final Building Permit. The CPTED practitioner will review the post-4.1 drawings and provide comments on such plans for the purpose of ensuring that its design elements do not create a substantial risk of criminal activity at the location of the site plan.

37. Developer Installation of In-Building First Responder Network (Final Building Permit)

In order to maintain the effectiveness of the County's public safety systems, the Developer/applicant hereby agrees to design, construct, install, and maintain in an operable condition, an over-the-air radio in-building emergency responder communication and distribution system that will include, as defined in Attachment A:

a. a donor antenna in a location and design that is acceptable to the County.
b. single mode fiber optic backbone;
c. conditioned and secured-access space with dedicated backup power to locate fiber distribution equipment;
d. secured head-end equipment to support bi-directional radio transmissions over the air and via internet protocol fiber optic link;
e. related hardware in a number and configuration that is appropriate for radio transmission in frequencies established by the County;
f. dedicated communications conduits from property line to the head-end equipment room;
g. alarm reporting to the County's designated recipient.

The Developer agrees to submit to the County Manager or his/her/their designee for review and approval, engineering drawings indicating that adequate accommodations have been made in the building to meet this requirement prior to issuance of the Final Building Permit. The County Manager will approve the drawings if he/she/they finds that the drawings meet the standards of this site plan condition.

In addition, the Developer agrees to submit to and obtain the County Manager's or his/her/their designee's review and approval of, reports verifying that the level of radio communications coverage in the building is sufficient to permit emergency responder communication throughout the building, according to the testing procedure outlined in Attachment A. The Developer agrees to submit and obtain review and approval of these

reports at the following times: a) prior to the issuance of the first certificate of occupancy for any space in the building; b) every one year after the date of issuance of the first certificate of occupancy for any space in the building. The County Manager may waive this condition in the future if he/she/they determines that the level of radio communications coverage within the building can be monitored and verified to be at an acceptable level by the County through the County's ConnectArlington fiber optic network or other mutually acceptable means. In addition, the County Manager or his/her/their designee may waive coverage requirements in secure areas as well as in cases where State and County requirements overlap.

38. Ground Floor Elements (Final Building Permit)
Intentionally omitted

39. Safety Measures at Garage Exit Ramps (Final Building Permit)
The Developer agrees to install safety measures, which may include but shall not be limited to speed bumps, at garage exit ramps at locations where ramps abut the pedestrian sidewalk, in order to slow vehicular traffic prior to vehicles crossing the sidewalk. The Developer agrees to show the locations of the safety measures on the ground level final building floor plans and shall obtain review and approval by the Zoning Administrator of the safety measures as meeting this condition prior to the issuance of the Final Building Permit.

40. Transportation Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy or as specified below)
The Developer agrees to obtain approval from the County Manager or his/her/their designee of a Transportation Management Plan (TMP) prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for each respective building or phase of construction per Condition #5. Such approval shall be given if the County Manager or his/her/their designee finds that the TMP for each building includes a schedule and description of implementation and continued operation, throughout the life of the Site Plan, of all elements outlined below under sub-sections A (Participation and Funding), B (Facilities and Improvements), C (Carpool and Vanpool Parking), D (Promotions, Services, and Policies), and E (Performance and Monitoring).

The Developer agrees to ensure consistency between this TMP and the Parking Management Plan, to the extent TMP provisions are applicable to the operation and management of parking facilities.

Upon approval of the TMP by the County Manager, the Developer agrees to implement all elements of the plan with assistance, when appropriate, by agencies of the County. Unless otherwise specified, the Developer agrees that all individual elements of this TMP shall be operational prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy.

Unless otherwise specified, all dollar denominated rates shall be adjusted for inflation by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) Inflation Calculator from the date of first approval of this condition.

A. Participation and Funding

1) Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of the property owner.

2) Designate and keep current a member of building management as Property Transportation Coordinator (PTC) to be primary point of contact with the County and undertake the responsibility for coordinating and completing all Transportation Management Plan (TMP) obligations. If applicable, designate and keep current a regional manager, or equivalent, as a secondary point of

contact. The PTC shall be trained, to the satisfaction of TRAC, to provide, transit, bike, walk, rideshare and other information provided by Arlington County intended to assist with transportation to and from the site.

3) Contribute annually to TRAC, or successor, to sustain direct and indirect on-site and off-site services in support of TMP activities. Annual contribution shall be calculated based on a rate $0.06 per square foot of GFA for commercial (office, retail, hotel) use and $0.035 per square foot of GFA for residential use, escalated by CPI from the year 2008, per year for 30 years. Payment on this commitment shall begin as a condition of issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for each respective building or phase of construction. Subsequent payments shall be made annually.

B. Facilities and Improvements

1) Provide in the lobby or lobbies, a transportation information display(s), the number/content/design/location of which will be approved by TRAC prior to the issuance of the Final Building Permit. The developer agrees that the required transportation information displays shall meet the Arlington County Neighborhood Transportation Information Display Standards in effect on the date of the site plan approval, or equivalent as approved by the County Manager.

2) Provide an ADA-compliant hotel van (with lift) to provide shuttle service to and from designated Metro station(s) for employees and guests. The van shall be staffed by a full-time employee, with a dedicated van-accessible parking space provided on the ground level of the mixed-use parking garage. The van shall be parked in this space when not in service. A communication device shall be provided with the hotel for on-call service (hotel only).

3) Provide, within the TMP a Bicycle Facilities Management Plan to support the infrastructure provided through Conditions #19 and #24. This plan shall include a description of how the facilities will be managed and operated, including:

a. Hours of operation and availability to users. Secure bicycle storage, showers, and lockers for office/hotel/retail uses shall be available to employees during all hours in which employees may access the building. Bicycle commuters shall be permitted to use the lockers for storage 24 hours per day, 7 days per week, to facilitate bicycle commuting.

b. Management of registration and access of persons and bicycles to use the facilities.

c. Management of locker assignments, and re-assignments, to bicycle commuters.

d. Methods to notify building occupants of the amenities, and the frequency of the notifications.

e. Policy for abandoned bicycles.

4) Bus stops, shelters, and bikeshare stations on the sidewalk within 50 feet of the property within the site plan or on the periphery of the site plan, shall be maintained free of snow, ice, trash, and debris. A minimum six (6) foot wide path, clear of snow and ice, to the main entrance of building(s) shall be maintained for these bus stops and bikeshare stations.

C. Carpool and Vanpool Parking

Intentionally omitted.

D. Promotions, Services, and Policies

1) Prepare, reproduce and distribute, in digital or hard copy, materials provided by Arlington County, which includes site-specific transit, bike, walk, and rideshare-related information, to each new residential lessee or purchaser, and office, retail, hotel, property management, or maintenance employee, from initial occupancy through the life of the site plan. These materials shall be distributed as a part of prospective tenant marketing materials, as well as communications associated with lease signing, on-boarding, or similar activities.

2) Provide one time, per person, to each new residential lessee or purchaser, and each new office, retail, hotel, property management, or maintenance employee, whether employed part-time or full-time, directly employed or contracted, who moves into or begins employment in the building throughout initial occupancy, the choice of one of the following:

a. $65.00 Metro fare on a SmarTrip card or successor fare medium

b. A one year bikeshare membership

c. A one year carshare membership

Purchase 50% of the anticipated need for such fare medium options prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, and maintain stock on hand thereafter.

The County Manager or his/her/their designee may approve additions to, or substitution of one or more of these choices with a comparable transportation program incentive, as technology and service options change, if he/she finds that an incentive shall be designed to provide the individual with an option other than driving alone in a personal vehicle, either by removing a barrier to program entry, such as a membership cost, or by providing a similar level of subsidized access to a public or shared transportation system, program or service.

3) Provide, administer, or cause the provision of a sustainable commute benefit program for each on-site property management, maintenance, and hotel employee, whether employed part-time or full-time, directly employed or contracted. This commute benefit program shall offer, at a minimum, a monthly pre-tax transit and vanpool benefit, as defined by the IRS, or a monthly subsidized/direct transit and vanpool benefit, as defined by the IRS.

4) Provide, under a "transportation information" heading on the Developer and property manager's websites regarding this development:

a. Links to the most appropriate Arlington County Commuter Services and/or external transportation-related web page(s). Obtain confirmation of most appropriate link from TRAC.

b. A description of key transportation benefits and services provided at the building, pursuant to the TMP.

E. Performance and Monitoring

1) During the first year of start-up of the TMP and on an annual basis thereafter, the Developer shall submit an annual report, which may be of an online, or e-mail variety, to the County Manager, describing completely and correctly, the TDM-related activities of the site and changes in commercial tenants during each year.

2) The Developer agrees to reimburse the County the full cost up to a maximum of $10,000 ($8,000 per land use type for multi-use buildings and $10,000 total for a single-use building) for, and participate in, a transportation and parking performance monitoring study at two years, five years, and each subsequent five years (at the County's option), after issuance of the First Partial Certificate of Occupancy for Tenant Occupancy, for the life of the site plan. The County may conduct the study or ask the owner to conduct the study (in the latter case, no reimbursement payment shall be required). As part of the study, a report shall be produced as specified below by the County. The study may include:

a. building occupancy rates,
b. average vehicle occupancy,
c. average garage occupancy for various day of the week and times of day,
d. parking availability by time of day,
e. average duration of stay for short term parkers on various days of the week and times of day,
f. pedestrian traffic,
g. a seven-day count of site-generated vehicle traffic,
h. a voluntary mode-split survey,
i. Hourly, monthly, and special event parking rates.

The building owner and/or operator shall notify, assist, and encourage building occupants and visitors on site to participate in mode-split surveys which may be of an on-line or email variety.

41. Affordable Housing Contribution

A. For Development with Base Density for Affordable Housing (ACZO Section 15.5.8 (C) (Shell and Core Certificate of Occupancy)

1) Prior to the issuance of the Shell and Core Certificate of Occupancy, the Developer must provide written notification to the County Manager or his/her/their designee, of how the requirements of subsection 15.5.8 (C) of the Arlington County Zoning Ordinance (ACZO) will be fulfilled (either through a monetary contribution or provision of on-site or off-site residential units).

2) If the Developer elects to fulfill the requirements of ACZO 15.5.8 (C) through a monetary contribution, then the Developer shall, prior to issuance of the Shell and Core Certificate of Occupancy, deliver a check or provide another form of payment acceptable to the County Manager or his/her/their designee, to the Arlington County CPHD Housing Division, made payable to the Arlington County Treasurer for the requisite amount of the monetary contribution as provided under ACZO 15.5.8(C)(4).

3) If the Developer elects to fulfill the requirements of ACZO 15.5.8 (C) through the provision of either on-site or off-site committed affordable housing (CAF) units, the Developer shall, prior to the issuance of the Shell and Core Certificate of Occupancy, execute all necessary documents, as determined by the County Attorney for meeting the requirements of providing on-site or off-site CAF Units, including a CAF Agreement ("Implementation Documents"), and deliver the Implementation Documents to the County Manager and County Attorney for approval and execution.

B. For Development with Additional Density for Affordable Housing (First Partial Certificate of Occupancy for Tenant Occupancy) (ACZO 15.5.9)

1) Documentation of Proposed CAF Units (Final Building Permit)

The Developer agrees to submit documentation evidencing that the proposed CAF Units meet the requirements of the "CAF Units" (paragraph a) and "Accessible Units" (paragraph e) below for review and approval by the County Manager or his/her/their designee.

2) **Execution of Implementation Documents (First Partial Certificate of Occupancy for Tenant Occupancy)**

The Developer agrees to execute all Implementation Documents, as determined by the County Attorney, necessary to evidence agreement to all of the terms and conditions for the CAF Units, including, but not limited to, the conditions, as set forth below, prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for the project:

a. CAF Units: The Developer agrees to provide 13 units, consisting of six (6) one-bedroom units, and seven (7) two-bedroom units ~~and _____three-bedroom units~~ in approximately _____gross square feet or _____rentable square feet as CAF Units. Each bedroom in the CAF Units shall contain at least one window to the exterior of the building. Each of the six (6) one-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least two (2) persons, with the bedroom size being adequate for a minimum of two (2) person occupancy. Each of the seven (7) two-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least four (4) persons, with each bedroom size being adequate for a minimum of two (2) person occupancy. ~~Each of the _____ (____) three-bedroom CAF Units shall meet the **Virginia Statewide Building Code and the Virginia Maintenance Code** minimum standard for occupancy by at least six (6) persons, with the bedroom size being adequate for a minimum of two (2) person occupancy.~~ Residents of the CAF Units shall have access to all amenities offered within the development. CAF Units shall be distributed throughout the building and not concentrated in any one area or floor of the building.

b. **Affordable Rents:** The CAF Units shall have rents affordable to households at or below 60% of Area Median Income (AMI) as published by the U.S. Department of Housing and Urban Development (HUD) for the Washington, DC Metropolitan Statistical Area, adjusted for household size. The Developer agrees that the affordable rents of the CAF Units shall not exceed 30% of the 60% AMI level as published by HUD, minus a utility allowance (if applicable) as per the schedule of Allowances for Tenant-Furnished Utilities provided by the Housing Division. These CAF Units shall be leased only to households whose incomes do not exceed 60% of AMI as published by HUD for the Washington, DC Metropolitan Statistical Area, adjusted for household size.

c. **Rent Increases**: The Developer agrees that rent increases for CAF Units will be limited to increases provided by the Housing Division using AMI-based income limits published by HUD. For the first five (5) years of occupancy by each household in a CAF Unit, the Developer agrees to a cap on the increase in rent of 5% per year in years where the AMI-based income limits published by HUD exceed 5%.

d. **Compliance Period**: The Developer agrees that the CAF Units will remain affordable as defined in Paragraph b "Affordable Rents" and Paragraph c "Rent Increases" above for a term of 30 years from the date of issuance of the Certificate of Occupancy for the last CAF Unit that is able to be occupied for the building in which the CAF Units are located.

e. **Accessible Units:** The Developer agrees to maintain a minimum of [number] of the CAF Units as Type A units ("Accessible Units") under standards described in the American National Standards Institute "Accessible and Usable Buildings and Facilities" (ICC/ANSI A117.1) as adopted by the Virginia Uniform Statewide Building Code. The Developer agrees to diligently market the Accessible Units to income-qualified households with persons with physical disabilities for a period of 60 days during the initial marketing and leasing period. If after 60 days the Developer is unable to rent the Accessible Units to income-qualified households with persons with disabilities, the Developer agrees to continue to make best efforts to market and lease the Accessible Units to income-qualified households with persons with disabilities, but the Developer may market and lease the Accessible Units to any income-qualified households regardless of disability. The Developer agrees to market the Accessible Units as part of the Developer's Affirmative Marketing Plan, described below.

f. **Developer Affirmative Marketing Plan**: The Developer agrees to prepare and implement an Affirmative Marketing Plan in substantially the form as required by the Housing Division. The Developer shall accept tenant-based vouchers from the Housing Choice Voucher Program and the Arlington County Department of Human Services Housing Grants Program for the CAF Units. The Developer agrees that the Affirmative Marketing Plan shall call for the initial advertising and marketing of all the CAF Units for a period of at least sixty (60) days prior to the projected occupancy of the complex.

In addition, employees of the Owner, Developer and/or Property Management Company shall not submit applications for the CAF Units until the CAF Units have been openly marketed for a minimum of four (4) weeks.

g. **Condominium Conversion**: If at any time prior to the end of the 30-year compliance period for the CAF Units the Owner or Developer proposes to subject the property, including the CAF Units, to a condominium regime pursuant to the Virginia Condominium Act, Title 44, Chapter 4.2, Section 79.39 et seq. of the Code of Virginia, 1950 Edition, as amended, then the Developer agrees (a) to notify the County Manager or his/her/their designee of the proposed condominium conversion not less than sixty (60) days prior to recording the Declaration of Condominium, and (b) to concurrently record with the Declaration of Condominium a Deed of Declaration of Restrictive Covenants, approved by the County Manager or his/her/their designee and in a form approved by the County Attorney, identifying with specificity which of the CAF Units shall continue to be operated as CAF Unit rental units by the Developer, subject to the terms and conditions of this Affordable Housing Contribution Site Plan Condition for the remainder of the thirty (30) year compliance period. Alternatively, the CAF Units, or some equivalent portion thereof, may be offered for sale to qualifying income eligible homebuyers at an affordable price subject to an Affordable Dwelling Unit Homeownership Program Agreement to be approved by the County Board.

C. For Development with Additional Density for Affordable **Housing (ACZO 15.5.9) [When there are on-site for-sale** Ownership Committed Affordable Units (Ownership CAF Units)**]**

Intentionally omitted

42. Availability of Site Plan Conditions to Residential Condos, Cooperatives and Homeowners Associations (Shell and Core Certificate of Occupancy)

The Developer agrees to submit proof to the County Manager or his/her/their designee that it has satisfied this Site Plan Condition prior to the issuance of the Shell and Core Certificate of Occupancy for the building.

A. If the project includes a residential condominium or cooperative component, then the Developer agrees that a copy of the conditions of this Site Plan approval shall be made available to all prospective purchasers with the condominium's, cooperative's or homeowners association's bylaws or agreements.

B. If the project includes a residential rental component that is converted to a condominium or a cooperative, then the Developer agrees that a copy of the conditions of this Site Plan approval shall be made available to all prospective purchasers with the condominium's, cooperative's, or homeowners' association's bylaws or agreements prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy following the conversion.

43. Obtain Master Certificate of Occupancy (Within 12 months of Receipt of the Certificate of Occupancy that permits full occupancy)

The Developer agrees to obtain a Master Certificate of Occupancy within twelve (12) months of receipt of the Certificate of Occupancy that permits full occupancy. The Developer may request in writing to extend the timeframe for obtaining the Master Certificate of Occupancy. The request shall outline the reasons for the extension and shall be submitted to the Zoning Administrator for review and approval at least one (1) month prior to the end of the twelve-month time frame. The Zoning Administrator may approve such extension upon finding that the Developer is diligently and in good faith pursuing completion of the project, and will apply for and meet all requirements of a Master Certificate of Occupancy within a reasonable amount of time.

44. Building Height Certification (Master Certificate of Occupancy)

The Developer agrees to submit to, and obtain review and approval by the Zoning Administrator of one set of drawings certifying the building height as measured from the average site elevation to both the building roof and to the top of the penthouse roof prior to the issuance of the Master Certificate of Occupancy.

45. Structural Modifications and Balconies (Life of Site Plan)

A. The Developer agrees that any structural modification or changes to the facades or materials shall be subject to the approval of the County Manager. If the County Manager or his/her/their designee determines that any proposed changes to the facades or materials have a significant impact on the Site Plan, or otherwise meet Zoning Ordinance requirements for Site Plan amendments that require approval by the County Board, a Site Plan amendment shall be required.

B. The Developer agrees that no balconies, other than those identified in the approved Site Plan, shall be enclosed. Enclosure of any additional balconies shall constitute additional gross floor area and shall require a Site Plan amendment.

46. Building Security Measures (Life of Site Plan)

The Developer agrees that the design of exterior office building security measures shall not result in the removal or reduction in the number of on-street parking spaces around the perimeter of a site, whether at the request of the Developer or a tenant or otherwise. The Developer agrees to notify each prospective tenant of the office building, prior to execution of any lease with a tenant, of the above for the life of the site plan.

47. Snow Removal (Life of Site Plan)

The Developer agrees to remove snow and ice from all sidewalks within or adjacent to the site, from adjacent bus stops, from all interior streets, and from required Fire Apparatus Access Roads (fire lanes) for the purpose of providing safe vehicular and pedestrian access throughout the site. Snow or ice fall less than six (6) inches shall be removed within twenty-four (24) hours, and six (6) inches and greater shall be removed within thirty-six (36) hours of the cessation of such snow fall or freezing. (Snowfall as measured by the National Oceanic and Atmospheric Administration at National Airport).

48. Maintenance of Residential Common Areas (Life of Site Plan)
If the project includes a residential component, then the Developer agrees that the maintenance of the common area, walkways, private drives and parking areas which are tied to condominium units shall be provided for by the condominium's, cooperative's or homeowners association's bylaws or agreements consistent with Section 14.1 of the Zoning Ordinance.

49. Retention of Approved Parking Ratio over Subdivided Site (Life of Site Plan)
The Developer agrees to provide parking for each building according to the approved parking ratio; when parking is not located within the parcel designation of each building but located within the overall project, it shall continue to be committed to the entire project for purposes of administering the Zoning Ordinance.

50. Density and Approved Site Areas over Subdivided Site (Life of Site Plan)
A. Pursuant to the Site Plan, the total density allocated for any new construction on any subdivided parcels of the Site Plan shall not exceed the total approved density for the entire Site Plan. No additional density shall be allowed on any individual parcel formed by subdivision of the site.

51. Refuse Delivery to County Disposal Facility (Life of Site Plan)
The Developer agrees to deliver all refuse, as defined by the Arlington County Code, to an operating refuse disposal facility designated by the County Manager, before issuance of the Master Certificate of Occupancy. Any facility designated by the County Manager will have competitive rates at or below other facilities in the region otherwise available to the Developer. The Developer agrees that if it intends to deliver its refuse from this project to a facility other than the disposal facility designated by the County Manager, then the Developer shall submit that decision in writing to the DES Solid Waste Bureau along with a comprehensive cost analysis justifying the Developer's decision. The Developer further agrees to stipulate in any future lease or property sale agreements and deeds that all tenants or property owners shall also comply with this requirement for the life of the Site Plan.

52. Canopies and Awnings (Life of the Site Plan)
The Developer agrees that it will not construct or permit to be constructed any structures within areas dedicated, or to be dedicated, as public sidewalk easements and public sidewalk and utilities easements pursuant to the conditions of this site plan, except canopies, awnings and/or other similar architectural details as depicted in the final site plan or subsequent site plan amendments or administrative changes on the face of the building ("canopies and awnings"), within such easement areas, provided that all such canopies and awnings shall be consistent with the final design and site engineering plans approved by the County Manager. Such canopies and awnings shall also, among other requirements, meet the following minimum standards: each canopy or awning shall (i) be suspended from the face of a building or structure; (ii) have no ground supports; (iii) extend no more than six (6) feet into the adjoining public sidewalk easement or public sidewalk and utility easements; (iv) contain no permanent fixtures, such as, among other things, fans, heaters and sprinklers; (v) extend no more than six feet in any location from the face of the building to the outer edge of the canopy or awning; (vi) extend into the easement area no further than to a point that is five feet behind the back of the curb line; (vii) not be located in the clear space above any utility vault; and, (viii) maintain a clearance of at least eight feet above the public sidewalk to the lowest part of the canopy or awning, provided, that if such canopy or awning incorporates a sign, the canopy or awning and the sign shall meet all applicable zoning ordinance provisions.

In the event such canopies and awnings are approved by the County Board as part of the final site plan or subsequent site plan amendments or approved by the Zoning Administrator as administrative change(s), the Developer further agrees for itself, its successors in title and interest, and assigns, to indemnify and hold harmless the County Board of Arlington County, Virginia and County officials, officers, employees, and agents from all claims, negligence, damages, costs and expenses arising from the canopies and awnings. The Developer agrees that, in the event of an emergency, the County may remove the canopy or awning and shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal. In such event, the County shall not be responsible for replacing such canopy or awning.

The Developer agrees that in the event of need for routine utility work in the area of a canopy or awning, or need for County infrastructure repairs in the regular course of business in the area of the canopy or awning, the County may, by written notice delivered to the Developer, require the Developer, at the Developer's sole cost and expense, to remove the canopy or awning within fourteen (14) days of delivery of said notice. The Developer further agrees that, if the canopy or awning is not removed within fourteen (14) days of delivery of said notice, the County may, at the sole cost and expense of the Developer remove the canopy or awning and the Developer agrees that the County shall not be liable for any loss or damage to the canopy, awning or building that may result from such removal, or for replacing such canopy or awning.

The Developer agrees that, if the County Manager or his/her/their designee determines that any canopy or awning, whether or not approved, interferes with public access or is otherwise inconsistent with the public welfare, zoning ordinance requirements, or future development, the Developer agrees to, at its sole cost and expense, to remove the canopy or awning and fully restore any affected surface areas of the canopy, building or easement. The Developer agrees to complete removal of any canopy or awning upon notice of the County Manager's determination. The Developer agrees that, if the Developer fails to remove the canopy or awning within the time specified, the County may remove the canopy or awning, at the expense of the Developer, and that the County shall not be liable for any loss or damage that may occur as a result of such removal.

53. Coordination with County's Arlington Boulevard Trail Enhancements – Fairfax Drive Project

The Developer acknowledges the County project includes construction activities at the southern side of Fairfax Drive across from the site's frontage which may impact the development during construction. In the event the County and the Developer are actively constructing their projects at the same time, the Developer agrees to actively collaborate on their respective construction efforts with the County with a goal of minimizing construction delays, duplication of work efforts, impacts to the public realm, and impacts to temporary travel patterns.

The Developer agrees to include in their Civil Engineering Plans interim striping and marking plans for Fairfax Drive that include the options whereas the Development proceeds after the County project, the Development proceeds before the County project, and the Development proceeds after the adjacent development to the east. The Developer further agrees to coordinate with the County to determine the appropriate striping for Fairfax Drive prior to installation of striping and marking.

Attachment A
In-Building First Responder Network Definitions and Testing Protocol
Edited 10/5/2023

Definitions
As used in the standard site plan condition entitled "Developer Installation of In-Building First Responder Network", unless the context requires a different meaning:

"alarm reporting" means an SNMP (Simple Network Management Protocol)-based monitoring system that sends notifications of faults or diminished performance.

"dedicated communications conduit" means conduit assigned to contain only the fiber optic cable used for public safety communications;

"dedicated backup power" means a secondary source of power, whether from battery or emergency generator, supplying automatically when the primary power source is lost, continuously operational for no less than 12 hours and, if from a battery, charging itself automatically in the presence of an external power input and contained in a NEMA 4 enclosure;

"donor antenna" means a bi-directional antenna mounted to the roof of a building interconnected to optical signal conversion and distribution equipment;

"fiber distribution equipment" means one or more modules capable of converting optical signals into radio frequency signals for distribution to all interconnected omni-directional antennas;

"head-end equipment" means one or more modules capable of receiving radio frequency signals from a donor antenna, amplifying the radio frequency signals, and converting the radio frequency signals into optical signals for distribution via fiber optic cable to all fiber distribution units throughout the building and are contained in a NEMA 4 enclosure;

Testing Protocol
When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system "the system" tested to ensure that two-way coverage on each floor of the building reveals a minimum signal strength of -95 dBm in 95 percent of the building's area. In addition, the quality of radio signal should be no less than Delivered Audio Quality (DAQ) 3.4 as defined by the Telecommunications Industry Association (TIA). Critical areas, including fire command centers, fire pump rooms, exit stairs, exit passageways, elevators, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas deemed critical by the AHJ, shall be provided with 99 percent floor area radio coverage. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal areas.

2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the County.

3. The test shall be considered failed if more than two nonadjacent grid areas do not meet the signal strength requirements.

4. In the event that three nonadjacent areas fail the test, in order to be more statistically accurate, the floor shall be divided into 40 equal areas. The test shall be considered failed if more than four nonadjacent grid areas do not meet the signal strength requirements. If the system fails the 40-area test, the system shall be modified to meet the 95 percent coverage requirement, or 99 percent coverage requirement in critical areas.

5. A test location approximately in the center of each grid area shall be selected for the test. The radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail. Prospecting for a better location within the grid area shall not be allowed.

6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file within the building so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the developer shall be required to rerun the acceptance test to reestablish the gain values.

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure false oscillations are not being generated by the subject signal booster.

8. The antennas, cable, and other passive components of the system shall be rated to operate at least between 400MHz and 5.0 GHz.

The minimum qualifications of the system designer, tester and lead installation personnel shall include:

1. A valid FCC-issued General Radio Operators License; and

2. Certification of in-building system training issued by a nationally recognized organization or school or a certificate issued by the manufacturer of the equipment being installed.

Personnel may be exempt from these requirements upon successful demonstration of adequate skills and experience satisfactory to the County Manager or designee.

#34A – Board Report

#34A – Item Attachment – REZONING PLAT

#34A – Item Attachment – ARCHITECTURAL PLANS

#34A – Item Attachment – LANDSCAPE PLANS

#34A – Item Attachment – CIVIL PLANS 1

#34A – Item Attachment – CIVIL PLANS 2

#34A – Item Attachment – CIVIL PLANS 3

#34A – Item Attachment – CIVIL PLANS 4

#34A – Item Attachment – STAFF PRESENTATION

#34B – Board Report

#34B – Item Attachment – ATTACHMENT 2 – VACATION PLAT

#34B – Item Attachment – ATTACHMENT 3 – VICINITY MAPS

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35. Use Permit And Site Plan Amendment Reviews for live entertainment or live entertainment and dancing for establishments in the Clarendon Live Entertainment Group as noted in the subject headings below:

A. SP #194 Site Plan Amendment Review to permit live entertainment and dancing; located at 3100 Clarendon Blvd. (Bar Bao; RPC# 19-002-007).

B. U-3322-11-1 Use Permit Review for live entertainment; located at 3165 Wilson Blvd. (Don Tito; RPC# 15-075-001).

C. SP362-U-19-1 Use Permit Review for live entertainment; located at 2900 Wilson Blvd. (Buena Vida/TTT/UP; RPC# 18-011-008).

D. U-3592-20-1 Use Permit Review for live entertainment and dancing; located at 3185 Wilson Blvd. (Clarendon Ballroom; RPC# 15-075-003).

After a duly advertised public hearing, at which there were speakers, a motion was made by SUSAN CUNNINGHAM, Member, seconded by TAKIS KARANTONIS, Member, to adopt the County Manager's recommendation in the Board report dated January 16, 2026 for Bar Bao, Don Tito, and Clarendon Ballroom, namely to:

1. Adopt the Site Plan Amendment Ordinance – Bar Bao attached to the Board report for approval of live entertainment and dancing at Bar Bao, subject to all previously approved conditions and the amended conditions in the Board report, with an administrative review in 4 months, May 2026, and a County Board review in 1 year and 4 months, May 2027; and

2. Renew the subject use permits for live entertainment (with dancing where applicable) for Don Tito and Clarendon Ballroom, subject to all previously approved conditions and the amended conditions in this report, with an administrative review in 4 months, May 2026, and a County Board review in 1 year and 4 months, May 2027.

In addition, the County Board renewed the subject use permit for live entertainment at Buena Vida with an administrative review in 4 months, May 2026, and a County Board review in 1 year and 4 months, May 2027.

The motion was adopted and carried by a vote of 5-0, the voting recorded as follows: Matt de Ferranti, Chair – Aye; Maureen Coffey, Vice-Chair – Aye; Susan Cunningham, Member – Aye; Julius D. "JD" Spain, Sr. – Aye; and Takis Karantonis, Member – Aye.

The adopted Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE – BAR BAO

WHEREAS, the following applications for Site Plan Amendment as described below were filed with the Office of the Zoning Administrator:

A. SP #194 SITE PLAN AMENDMENT REVIEW to permit live entertainment and dancing; located at 3100 Clarendon Blvd. (Bar Bao, RPC# 19-002-007).

WHEREAS, as indicated in the Staff Report prepared for the ~~May 10, 2025~~ January 24, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment, subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan

Amendment on ~~May 10, 2025~~ January 24, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or developments proposed by the Site Plans as amended:

- Substantially comply with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows; and
- Functionally relate to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Are so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by the following site plan amendment application for live entertainment (with dancing as indicated in the listing):

A. SP #194 SITE PLAN AMENDMENT REVIEW to permit live entertainment and dancing; located at 3100 Clarendon Blvd. (Bar Bao, RPC# 19-002-007).

For the site plan amendment described above, approval is granted for the applicant and the establishment so described therein shall be subject to the following conditions:

A. SP #194 – Bar Bao

37. The applicant agrees that live entertainment and dancing permitted at Bar Bao at 3100 Clarendon Boulevard are temporary uses only that have been approved for a limited two (2) year period, and not longer. During the two-year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of two (2) years, on May 31, 2027, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of live entertainment and dancing, and shall convert the space to another approved use, or fully vacate the space, on or before May 31, 2027. In addition to all other conditions of this site plan, the applicant specifically agrees that the live entertainment and dancing uses shall be subject to the following additional conditions:

a. This site plan amendment for live entertainment and dancing (#194) was approved by the County Board on ~~May 10, 2025,~~ January 24, 2026, and is applicable for the establishment located at 3100 Clarendon Boulevard.

b. The applicant agrees that live entertainment and dancing is permitted only during the following days and times:

Day	Hours
Monday	9 P.M. to 12:30 A.M.
Tuesday	9 P.M. to 12:30 A.M.
Wednesday	9 P.M. to 12:30 A.M.
Thursday	9 P.M. to 1:30 A.M.
Friday	9 P.M. to 1:30 A.M.
Saturday	9 P.M. to 1:30 A.M.
Sunday	9 P.M. to 12:30 A.M.
Any Day Prior to a Designated Federal Holiday	N/A

c. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County Ordinances (i.e. Zoning Ordinance) and Codes (i.e. Noise Control Ordinance), and State statutes, including the laws and regulations enforced by the Community Health Protection Bureau, the Fire Marshal, the Police Department and the Virginia Alcohol Beverage Control Board (ABC).

d. The applicant agrees that on-site dedicated security shall be provided for the purpose of ensuring orderly conduct of patrons at any time when live performance bands or deejays are operating within the establishment. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only, and their presence shall be made visible to all patrons through identifiable clothing indicating their role as security.

e. The applicant agrees that under no circumstances shall live entertainment and dancing be permitted in a location outside of the establishment's building.

f. The applicant agrees that windows and doors shall remain closed, with the exception of allowing the passage of patrons and goods into and out of the establishment and shall not be propped open during the operation of live entertainment and dancing.

g. The applicant agrees that no sound or audio or video entertainment, including but not limited to television or audio device playing of music and/or sports events, may be piped into by use of speakers, played, or projected so as to be visible or audible from the outdoor café area or rooftop area before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

h. The applicant agrees that all staff employed by the establishment who serve alcohol to customers shall have TIPS (Training for Intervention Procedures) certification (or equivalent training accepted by the Virginia Alcohol Beverage Control Board (ABC). The applicant agrees to keep a record of TIPS training certification for all employed restaurant staff, including all new staff, and submit this information to the County upon the County's request.

i. The applicant agrees to participate in all meetings of the Clarendon Live Entertainment Neighborhood Advisory Group to work through issues associated with the operation of live entertainment at the subject location, and as a whole within Clarendon. The applicant agrees to identify a representative with management authority or an ownership interest in the establishment who will attend all such meetings and to provide the name and contact information, with updates as necessary to the County's Clarendon Live Entertainment Group staff liaison

j. The applicant agrees to post signs in the windows of the establishment which inform patrons to respect the peace of residential neighborhoods, refrain from littering and/or loitering in the neighborhood, and to avoid parking in the residential neighborhoods.

k. The applicant agrees to utilize employees of the establishment, which may include security members, so that any patrons queuing outside of the establishment while waiting to enter during live entertainment and dancing events will remain in an orderly line for the purpose of not obstructing pedestrian passage of the sidewalk or vehicular movements in the travel ways.

l. The applicant agrees to make customers aware of the establishment's proximity to the Clarendon Metro Station, available parking for the establishment, and any special parking arrangements available for customers of the establishment through clearly recognizable postings inside of the establishment and on their website.

m. The applicant agrees to broom sweep and remove trash from the sidewalk (using non-motorized tools and methods) in front of the establishment within one (1) hour of the establishment's closing for the evening, including any outdoor seating area, if applicable.

n. The applicant agrees to designate a representative of the establishment with management authority or an ownership interest in the establishment as a neighborhood liaison for the purpose of communicating with nearby residents and neighbors to address concerns which may be related to the operation of the

establishment's live entertainment and dancing. The applicant further agrees to the following:

a. That the onsite liaison shall be available during the hours of the business's operation to receive and respond to community concerns regarding issues related to the establishment's live entertainment and dancing operations.
b. That the name, telephone number, and email address of the neighborhood liaison shall be provided to the following:

i. The County's Clarendon Live Entertainment Group (CLEG) staff liaison.
ii. The Lyon Village Citizen's Association President
iii. The Lyon Park Citizens Association President
iv. The Clarendon-Courthouse Civic Association President
v. The Ashton Heights Civic Association President
vi. The Clarendon Alliance Executive Director.

c. Promptly update the County's CLEG staff liaison and the community groups listed in this condition of any changes to the establishment's designated neighborhood liaison.

o. The applicant agrees to become a participating member of the Arlington Restaurant Initiative (ARI) within three (3) months of County Board approval.

p. The applicant agrees that in the event of a change of ownership of the establishment subject to this use permit, that the new ownership will provide updated information prior to the issuance of a Certificate of Occupancy for the new ownership of the establishment for the following conditions:

- #8: TIPS Training
- #9: CLEG Participation
- #14: Neighborhood Liaison
- #15: ARI Membership

v. The applicant agrees to either post a copy of these approved conditions in a visible location near the front door of the establishment or to make them immediately available for inspection upon request

The Approved and Revised Use Permit Conditions read as follows:

B. Don Tito (U-3322-11-1)

1. This use permit for live entertainment and dancing (U-3322-11-1) was renewed by the County Board on ~~May 10, 2025~~ January 24, 2026 and is applicable for the establishment located at 3165 Wilson Boulevard.

2. The applicant agrees that live entertainment and dancing is permitted only during the following days and times:

Day	Hours
Monday	11:00 a.m. to 9:00 p.m.
Tuesday	11:00 a.m. to 9:00 p.m.
Wednesday	11:00 a.m. to 9:00 p.m.
Thursday	11:00 a.m. to 9:00 p.m.
Friday	11:00 a.m. to 1:00 a.m.
Saturday	11:00 a.m. to 1:00 a.m.
Sunday	11:00 a.m. to 9:00 p.m.
Any Day Prior to a Designated Federal Holiday	11:00 a.m. to 9:00 p.m.

3. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County Ordinances (i.e. Zoning Ordinance) and Codes (i.e. Noise Control Ordinance), and State statutes, including the laws and regulations enforced by the Community Health Protection Bureau, the Fire Marshal, the Police Department and the Virginia Alcohol Beverage Control Board (ABC).

4. The applicant agrees that on-site dedicated security shall be provided for the purpose of ensuring orderly conduct of patrons at any time when live performance bands or deejays are operating within the establishment. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only, and their presence shall be made visible to all patrons through identifiable clothing indicating their role as security.

5. The applicant agrees that under no circumstances shall live entertainment and dancing be permitted in a location outside of the establishment's building.

6. The applicant agrees that windows and doors shall remain closed, with the exception of allowing the passage of patrons and goods into and out of the establishment, and shall not be propped open during the operation of live entertainment and dancing.

7. The applicant agrees that no sound or audio or video entertainment, including but not limited to television or audio device playing of music and/or sports events, may be piped into by use of speakers, played, or projected so as to be visible or audible from the outdoor café area or rooftop area before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

8. The applicant agrees that all staff employed by the establishment who serve alcohol to customers shall have TIPS (Training for Intervention Procedures) certification (or equivalent training accepted by the Virginia Alcohol Beverage Control Board (ABC). The applicant agrees to keep a record of TIPS training certification for all employed restaurant staff, including all new staff, and submit this information to the County upon the County's request.

9. The applicant agrees to participate in all meetings of the Clarendon Live Entertainment Neighborhood Advisory Group to work through issues associated with the operation of live entertainment at the subject location, and as a whole within Clarendon. The applicant agrees to identify a representative with management authority or an ownership interest in the establishment who will attend all such meetings and to provide the name and contact information, with updates as necessary, to the County's Clarendon Live Entertainment Group staff liaison.

10. The applicant agrees to post signs in the windows of the establishment which inform patrons to respect the peace of residential neighborhoods, refrain from littering and/or loitering in the neighborhood, and to avoid parking in the residential neighborhoods.

11. The applicant agrees to utilize employees of the establishment, which may include security members, so that any patrons queuing outside of the establishment while waiting to enter during live entertainment and dancing events will remain in an orderly line for the purpose of not obstructing pedestrian passage of the sidewalk or vehicular movements in the travel ways.

12. The applicant agrees to make customers aware of the establishment's proximity to the Clarendon Metro Station, available parking for the establishment, and any special parking arrangements available for customers of the establishment through clearly recognizable postings inside of the establishment and on their website.

13. The applicant agrees to broom sweep and remove trash from the sidewalk (using non-motorized tools and methods) in front of the establishment within one (1) hour of its closing for the evening, including any outdoor seating area, if applicable.

14. The applicant agrees to designate a representative of the establishment with management authority or an ownership interest in the establishment as a neighborhood liaison for the purpose of communicating with nearby residents and neighbors to address concerns which may be related to the operation of the establishment's live entertainment and dancing. The applicant further agrees to the following:

    a. That the onsite liaison shall be available during the hours of the business's operation to receive and respond to community concerns regarding issues related to the establishment's live entertainment and dancing operations.
    b. That the name, telephone number, and email address of the neighborhood liaison shall be provided to the following:

        i. The County's Clarendon Live Entertainment Group (CLEG) staff liaison.
        ii. The Lyon Village Citizen's Association President
        iii. The Lyon Park Citizen's Association President
        iv. The Clarendon-Courthouse Civic Association President
        v. The Ashton Heights Civic Association President
        vi. The Clarendon Alliance Executive Director.

    c. Promptly update the County's CLEG staff liaison and the community groups listed in this condition of any changes to the establishment's designated neighborhood liaison.

15. The applicant agrees to become a participating member of the Arlington Restaurant Initiative (ARI) within three (3) months of County Board approval.

16. The applicant agrees that in the event of a change of ownership of the establishment subject to this use permit, that the new ownership will provide updated information prior to the issuance of a Certificate of Occupancy for the new ownership of the establishment for the following conditions:

    - #8: TIPS Training
    - #9: CLEG Participation
    - #14: Neighborhood Liaison
    - #15: ARI Membership

17. The applicant agrees to either post a copy of these approved conditions in a visible location near the front door of the establishment or to make them immediately available for inspection upon request.

C. Buena Vida/TTT/UP (SP362-U-19-1)

1. This use permit for live entertainment and dancing (SP362-U-19-1) was renewed by the County Board on ~~May 10, 2025~~ January 24, 2026, and is applicable for the establishment located at 2900 Wilson Boulevard.

2. The applicant agrees that live entertainment is permitted only during the following days and times:

Day	Hours
Monday	[redacted]
Tuesday	
Wednesday	
Thursday	8:00 p.m. to 12:00 a.m.
Friday	8:00 p.m. to 1:30 a.m.
Saturday	8:00 p.m. to 1:30 a.m.
Sunday	8:00 p.m. to 11:00 p.m.
Any Day Prior to a Designated Federal Holiday	8:00 p.m. to 1:30 a.m.

3. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County Ordinances (i.e. Zoning Ordinance) and Codes (i.e. Noise Control Ordinance), and State statutes, including the laws and regulations enforced by the Community Health Protection Bureau, the Fire Marshal, the Police Department and the Virginia Alcohol Beverage Control Board (ABC).

4. The applicant agrees that on-site dedicated security shall be provided for the purpose of ensuring orderly conduct of patrons at any time when live performance bands or deejays are operating within the establishment. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only, and their presence shall be made visible to all patrons through identifiable clothing indicating their role as security.

5. The applicant agrees that under no circumstances shall live entertainment and dancing be permitted in a location outside of the establishment's building.

6. The applicant agrees that windows and doors shall remain closed, with the exception of allowing the passage of patrons and goods into and out of the establishment, and shall not be propped open during the operation of live entertainment and dancing.

7. The applicant agrees that no sound or audio or video entertainment, including but not limited to television or audio device playing of music and/or sports events, may be piped into by use of speakers, played, or projected so as to be visible or audible from the outdoor café area or rooftop area before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

8. The applicant agrees that all staff employed by the establishment who serve alcohol to customers shall have TIPS (Training for Intervention Procedures) certification (or equivalent training accepted by the Virginia Alcohol Beverage Control Board (ABC). The applicant agrees to keep a record of TIPS training certification for all employed restaurant staff, including all new staff, and submit this information to the County upon the County's request.

9. The applicant agrees to participate in all meetings of the Clarendon Live Entertainment Neighborhood Advisory Group to work through issues associated with the operation of live entertainment at the subject location, and as a whole within Clarendon. The applicant agrees to identify a representative with management authority or an ownership interest in the establishment who will attend all such meetings and to provide the name and contact information, with updates as necessary, to the County's Clarendon Live Entertainment Group staff liaison.

10. The applicant agrees to post signs in the windows of the establishment which inform patrons to respect the peace of residential neighborhoods, refrain from littering and/or loitering in the neighborhood, and to avoid parking in the residential neighborhoods.

11. The applicant agrees to utilize employees of the establishment, which may include security members, so that any patrons queuing outside of the establishment while waiting to enter during live entertainment and dancing events will remain in an orderly line for the purpose of not obstructing pedestrian passage of the sidewalk or vehicular movements in the travel ways.

12. The applicant agrees to make customers aware of the establishment's proximity to the Clarendon Metro Station, available parking for the establishment, and any special parking arrangements available for customers of the establishment through clearly recognizable postings inside of the establishment and on their website.

13. The applicant agrees to timely broom sweep and remove trash from the sidewalk (using non-motorized tools and methods) in front of the establishment within one (1) hour of its closing for the evening, including any outdoor seating area, if applicable.

14. The applicant agrees to designate a representative of the establishment with management authority or an ownership interest in the establishment as a neighborhood liaison for the purpose of communicating with nearby residents and neighbors to address concerns which may be related to the operation of the establishment's live entertainment and dancing. The applicant further agrees to the following:

    a. That the onsite liaison shall be available during the hours of the business's operation to receive and respond to community concerns regarding issues related to the establishment's live entertainment and dancing operations.

    b. That the name, telephone number, and email address of the neighborhood liaison shall be provided to the following:

        i. The County's Clarendon Live Entertainment Group (CLEG) staff liaison.
        ii. The Lyon Village Citizen's Association President
        iii. The Lyon Park Citizen's Association President
        iv. The Clarendon-Courthouse Civic Association President
        v. The Ashton Heights Civic Association President
        vi. The Clarendon Alliance Executive Director.

    c. Promptly update the County's CLEG staff liaison and the community groups listed in this condition of any changes to the establishment's designated neighborhood liaison.

15. The applicant agrees to become a participating member of the Arlington Restaurant Initiative (ARI) within three (3) months of County Board approval.

16. The applicant agrees that in the event of a change of ownership of the establishment subject to this use permit, that the new ownership will provide updated information prior to the issuance of a Certificate of Occupancy for the new ownership of the establishment for the following conditions:

    - #8: TIPS Training
    - #9: CLEG Participation
    - #14: Neighborhood Liaison
    - #15: ARI Membership

17. The applicant agrees to either post a copy of these approved conditions in a visible location near the front door of the establishment or to make them immediately available for inspection upon request.

D. Clarendon Ballroom (U-3592-20-1)

1. This use permit for live entertainment and dancing (U-3592-20-1) was renewed by the County Board on ~~May 10, 2025~~ January 24, 2026 and is applicable for the establishment located at 3185 Wilson Boulevard.

2. The applicant agrees that live entertainment and dancing is permitted only during the following days and times:

Day	Hours
Monday	11 a.m. to 12 a.m.
Tuesday	11 a.m. to 12 a.m.
Wednesday	11 a.m. to 12 a.m.
Thursday	11 a.m. to 12 a.m.
Friday	11 a.m. to 1 a.m.
Saturday	11 a.m. to 1 a.m.
Sunday	11 a.m. to 12 a.m.

Any Day Prior to a Designated Federal Holiday	11 a.m. to 1 a.m.

3. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County Ordinances (i.e. Zoning Ordinance) and Codes (i.e. Noise Control Ordinance), and State statutes, including the laws and regulations enforced by the Community Health Protection Bureau, the Fire Marshal, the Police Department and the Virginia Alcohol Beverage Control Board (ABC).

4. The applicant agrees that on-site dedicated security shall be provided for the purpose of ensuring orderly conduct of patrons at any time when live performance bands or deejays are operating within the establishment. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only, and their presence shall be made visible to all patrons through identifiable clothing indicating their role as security.

5. The applicant agrees that under no circumstances shall live entertainment and dancing be permitted in a location outside of the establishment's building.

6. The applicant agrees that windows and doors shall remain closed, with the exception of allowing the passage of patrons and goods into and out of the establishment, and shall not be propped open during the operation of live entertainment and dancing.

7. The applicant agrees that no sound or audio or video entertainment, including but not limited to television or audio device playing of music and/or sports events, may be piped into by use of speakers, played, or projected so as to be visible or audible from the outdoor café area or rooftop area before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

8. The applicant agrees that all staff employed by the establishment who serve alcohol to customers shall have TIPS (Training for Intervention Procedures) certification (or equivalent training accepted by the Virginia Alcohol Beverage Control Board (ABC). The applicant agrees to keep a record of TIPS training certification for all employed restaurant staff, including all new staff, and submit this information to the County upon the County's request.

9. The applicant agrees to participate in all meetings of the Clarendon Live Entertainment Neighborhood Advisory Group to work through issues associated with the operation of live entertainment at the subject location, and as a whole within Clarendon. The applicant agrees to identify a representative with management authority or an ownership interest in the establishment who will attend all such meetings and to provide the name and contact information, with updates as necessary, to the County's Clarendon Live Entertainment Group staff liaison.

10. The applicant agrees to post signs in the windows of the establishment which inform patrons to respect the peace of residential neighborhoods, refrain from littering and/or loitering in the neighborhood, and to avoid parking in the residential neighborhoods.

11. The applicant agrees to utilize employees of the establishment, which may include security members, so that any patrons queuing outside of the establishment while waiting to enter during live entertainment and dancing events will remain in an orderly line for the purpose of not obstructing pedestrian passage of the sidewalk or vehicular movements in the travel ways.

12. The applicant agrees to make customers aware of the establishment's proximity to the Clarendon Metro Station, available parking for the establishment, and any special parking arrangements available for customers of the establishment through clearly recognizable postings inside of the establishment and on their website.

13. The applicant agrees timely to broom sweep and remove trash from the sidewalk (using non-motorized tools and methods) in front of the establishment within one (1) hour of its closing for the evening, including any outdoor seating area, if applicable.

14. The applicant agrees to designate a representative of the establishment with management authority or an ownership interest in the establishment as a neighborhood liaison for the purpose of communicating with nearby residents and neighbors to address concerns which may be related to the operation of the establishment's live entertainment and dancing. The applicant further agrees to the following:

    a. That the onsite liaison shall be available during the hours of the business's operation to receive and respond to community concerns regarding issues related to the establishment's live entertainment and dancing operations.
    b. That the name, telephone number, and email address of the neighborhood liaison shall be provided to the following:

        i. The County's Clarendon Live Entertainment Group (CLEG) staff liaison.
        ii. The Lyon Village Citizen's Association President
        iii. The Lyon Park Citizen's Association President
        iv. The Clarendon-Courthouse Civic Association President
        v. The Ashton Heights Civic Association President
        vi. The Clarendon Alliance Executive Director.

    c. Promptly update the County's CLEG staff liaison and the community groups listed in this condition of any changes to the establishment's designated neighborhood liaison.

15. The applicant agrees to become a participating member of the Arlington Restaurant Initiative (ARI) within three (3) months of County Board approval.

16. The applicant agrees that in the event of a change of ownership of the establishment subject to this use permit, that the new ownership will provide updated information prior to the issuance of a Certificate of Occupancy for the new ownership of the establishment for the following conditions:

    - #8: TIPS Training
    - #9: CLEG Participation
    - #14: Neighborhood Liaison
    - #15: ARI Membership

17. The applicant agrees to either post a copy of these approved conditions in a visible location near the front door of the establishment or to make them immediately available for inspection upon request.

#35 – Board Report

#35 – Item Attachment – CALLS FOR SERVICE

#35 – Item Attachment – LOCATION MAPS

#35 – Item Attachment – STAFF PRESENTATION

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IV ADDITIONAL ITEMS

There were no additional items heard or considered by the Board.

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V. ADJOURNMENT

Without objection, at 1:25 PM, the January 24, 2026 Regular County Board Meeting was recessed.

_____
Matt de Ferranti, Chair

ATTEST:

_____
Mason Kushnir, Clerk
Approved: June 13, 2026