ARLINGTON COUNTY, VIRGINIA

A County Board Regular Meeting of Arlington County, Virginia, held at the Bozman Government Center, 2100 Clarendon Boulevard, Room 307, Arlington, Virginia 22201, on April 18, 2026, at 9:30 a.m.

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
Stephanie Bello, Director of Constituent Services

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I PUBLIC COMMENT

Mr. Shane Ray Martin encouraged Arlington to lead the emerging field of "peace tech" by launching an AI-focused accelerator that seeks to prevent conflict, attract investment, and create local jobs while positioning the County as a global center for innovation.

Ms. Kishori Mahulikar urged Arlington Economic Development to adopt a public ethics policy and end its partnership with the Virginia Israel Advisory Board, suggesting that continued collaboration is inconsistent with the County's ethical responsibilities and harmful to local and international communities.

M. Edward Garcia urged the County Board to waive significant retroactive utility charges resulting from what he described as a County billing error or property reclassification issue, noting that residents should not be held financially responsible for mistakes made by Arlington County Public Utilities.

Audrey Clement spoke regarding her opposition to Arlington's defense and technology partnerships, noting that critics apply a selective standard to human rights concerns and overlook abuses committed by the Iranian regime while condemning Israel and the defense industry

Allen Khalatbari asked the County Board to enforce a long-standing zoning violation requiring a 10-foot property buffer, expressing frustration with delayed enforcement actions and questioning the adequacy of the County's response to noncompliance.

Matthew Altomare urged the County Board to pause Expanded Housing Option permits during ongoing litigation and adopt reforms including lower appeal fees, improved neighbor notification requirements, prioritization of corner lots, and transit proximity standards based on actual travel distance.

Dr. Ellen Fitzenrider urged the County Board to advocate for a transparent, publicly engaged federal review process for any changes to Arlington Memorial Circle, emphasizing the site's national significance and the importance of considering alternatives, public input, and historic preservation considerations.

Wilson Bender expressed support for the Commonwealth's Attorney's restorative justice approach, citing a neighborhood vandalism incident that was resolved constructively and noted that diversion programs can effectively promote accountability, rehabilitation, and community trust.

Aasim spoke regarding Arlington County's decisions that he believes reflect subjective values shaped by those in power and urged the County Board to consistently uphold its stated principles of equity, inclusion, and justice by taking moral stands on issues affecting vulnerable communities, even in the face of legal or political opposition.

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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 April 14th, 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 County Manager's recommendation on Consent Agenda Items #1-#28.

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**

1. SP #360 Site Plan Amendment Review for outdoor seating at the 3800 Lofts condominium; located at 3800 Langston Blvd. (RPC #06-026-PCA).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the site plan amendment ordinance (attached to the staff report) for SP #360 (3800 Lofts), subject to all previously approved conditions with a revision to Condition #58 to remove outdoor café permissions for the site plan.

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

WHEREAS, an application for a Site Plan Amendment for Site Plan # 360 dated February 13, 2012, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report(s) prepared for the April 18, 2026 County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board renew the Site Plan, as amended:

- Substantially complies with the character of the General Land Use Plan, and with the uses permitted and use regulations of the C-O-1.0 District as set forth in the Zoning Ordinance and modified as previously approved by the County Board;
- 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 ORDANINED that, as originally permitted by an application dated February 13, 2012 for SP #360, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition #58 below (which are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment for outdoor seating, for the parcel of real property known as RPC# 06-026-052 and 3800 Langston Boulevard approval is granted and the parcel so described shall be used according to the Site plan as originally approved on July 31, 2002 and amended from time to time as shown in the records of the Office of Zoning administration, and as amended by the Revised Site Plan Application, subject to the previous conditions #1-57, and with the following revisions to omit condition #58:

~~58. The applicant agrees that the outdoor seating use permitted at 3800 Lee Highway is a temporary use that has been approved for a limited five (5) year period, and not longer. During the five (5) 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 including an administrative review in three (3) years (April 2024) and a County Board Review in five (5) years (April 2026). The applicant further agrees that approval for the use will terminate after a period of five (5) years on April 30, 20216, without further action by the County Board. The applicant agrees that it will cease use of the outdoor seating area on or before April 30, 20216. The applicant acknowledges and agrees that after April 30, 20216, it shall have no right to use the outdoor seating area unless specific approval for that use is obtained from the County Board. In addition to all other conditions of this site plan, the applicant specifically agrees that the outdoor seating use shall be subject to the following additional conditions:

A. The applicant agrees that outdoor seating area is permitted on Lee Highway only as shown on the "3800 Lofts 3800 Lee Highway Sidewalk Seating Plan" dated April 2, 2012, and that the applicant shall not use the outdoor seating area until a certificate of occupancy has been obtained for that use. The applicant agrees to maintain a minimum of six (6) feet of straight clearance width along all sidewalks, for pedestrians.
B. The applicant agrees that any use of umbrellas in the outdoor seating area shall be done in a manner that does not interfere with pedestrian movement along the sidewalk.
C. The applicant agrees that there shall be no music or audio system piped outside to the outdoor seating area at any time.
D. The applicant agrees that all outdoor seating including tables, chairs, and removable barriers, shall be removed from the sidewalk annually during the winter months (December, January, and February). No outdoor seating equipment shall be stored on the sidewalk. The applicant further agrees that no permanent furniture, including tables, chairs, railings or umbrellas, shall be installed as part of the outdoor seating.

#1 – Board Report

#1 – Item Attachment – ZONING LOCATOR MAP

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2. Philadelphia Dental

A. SPLA25-00039 Site Plan Amendment (SP# 341) for a conversion of retail space to dental office space; located at 1800 N. Oak St. and 1500 Key Blvd. (RPC# 16-034-001, -002, and -031).

B. UPER25-00045 Use Permit for a dental office in the RA-H-3.2 zoning district; located at 1800 N. Oak St. and 1500 Key Blvd. (RPC# 16-034-001, -002, and -031).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance (attached to the staff report) for a site plan amendment for the conversion of retail space to dental office, subject to all previously approved conditions and the amended conditions in this report. In addition, the County Board approved the use permit for a dental office in the RA-H-3.2 zoning district, subject to the proposed conditions of the staff report, with a one (1) year County Board review (April 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

WHEREAS, an application for a Site Plan Amendment (SPLA25-00039) dated September 23, 2025, for Site Plan #341 to amend conditions related to ground-floor uses, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in the Staff Report provided to the County Board for its April 18, 2026 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 (SPLA25-00039) subject to all previous conditions as set forth below; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment (SPLA25-00039) on April 18, 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 as amended:

- 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:
    - **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 ORDAINED that, as originally requested by an application dated September 23, 2025, for an amendment to Site Plan #341 to allow the space at the corner of North Oak street and Key Boulevard to be used as a dental office, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records for a Site Plan Amendment (SPLA25-00039) to amend to Condition #57 on the parcel of real property known as 1800 North Oak Street and 1500 Key Boulevard (RPC# 16-034-0001, 002, and 031) approval is granted and the parcel so described shall be used according to the site plan amendment application, subject to all previously approved Site Plan conditions and all applicable provisions of the Arlington County Code and Zoning Ordinance, with Condition #57 amended as set forth below

57. The developer agrees to develop a retail attraction and marketing plan for the total square footage of the approved site plan development allocated for retail uses. The plan shall identify the types of retail desired for each space, the amount of space to be allocated to each type of retail use, the strategy that will be used to attract these uses to the subject building, and the strategies to be used to retail these businesses once they are in place. In developing the attraction and marketing plan, the developer shall take into account other existing or proposed retail uses in the vicinity of the site and shall make every effort to attract businesses that complement existing uses or that provide for goods or services not readily available in the area. ~~it is understood that the term "retail" encompasses convenience retail uses for the space at the corner of North Oak Street and Key Blvd., and encompasses any use permitted under the "C-1" zoning district for the space at the corner of North Oak Street and 18th Street North.~~ The plan shall be subject to review and approval by the County Manager or his designee prior to the issuance of the final building permits for the building in which the retail space is located. <u>For the purpose of this condition, ground floor spaces shown as retail on the Site Plan Drawings per Condition #2 may be utilized for retail uses and for retail equivalent uses in accordance with the recommendations of the 2015 Arlington County Retail Plan (ACRP), as may be further amended, and consistent with the permissions of the Arlington County Zoning Ordinance. Any change in the use of the retail space from retail to office or other uses inconsistent with the ACRP, as may be further amended, shall require a Site Plan amendment.</u>

The amended Conditions read as follows:

<u>Amended Conditions (UPER25-00045)</u>:

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; and the Arlington County Health 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 they may install temporary window treatments in the spaces identified as patient rooms on the plan sheet titled, "Philadelphia Dental, INC. – Test Fit," approved by the County

Board on April 18, 2026. This condition shall not apply to other portions of the building. The Developer agrees upon termination or expiration of the Philadelphia Dental, INC. lease that the window treatments shall be removed.

3. The applicant further agrees that the window treatments shall be retractable and remain open when patient rooms are not in use, or when the dental office is closed.

4. The applicant further agrees that the patient waiting area shall maintain a minimum of 50% window transparency at all times with no obstruction of views into the space from the adjacent sidewalk through the use of blinds, curtains, or other similar decorative treatments.

#2 – Board Report

#2 – Item Attachment – LAYOUT

#2 – Item Attachment – LOCATION MAP

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

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3. SP269-U-19-1 Use Permit Review for live entertainment and an outdoor café located within a public easement at The Bronson Bier Hall; located at 4100 Fairfax Drive (RPC# 14-046-025).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the portion of the use permit for live entertainment (The Bronson Bier Hall); located at 4100 Fairfax Drive, subject to the previously approved and amended conditions with an administrative review in three (3) years (April 2029) and a County Board review in five (5) years (April 2031). In addition, the County Board discontinued the portion of the use permit for an outdoor café located within a public easement area (The Bronson Bier Hall); located at 4100 Fairfax Drive, subject to the previously approved and amended conditions 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 approved and amended Conditions read as follows:

Approved and Amended Conditions:

1. The applicant agrees that live entertainment is permitted only from 5p.m. to 2 a.m., Monday through Friday; and 10:30 a.m. to 2 a.m. Saturday and Sunday.

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

3. The applicant agrees to comply with the Arlington County Code Chapter 15, Noise Control, as may be amended, and further agrees that under no circumstances shall live entertainment and dancing be permitted in a location outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that all doors and windows of the restaurant shall remain closed during all hours of live entertainment, with the exception of openings to allow patrons and/or servers entering or exiting the restaurant.

4. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification (or equivalent training accepted by the Alcohol Beverage Control Board (ABC)). The applicant agrees to keep a record of TIPS training certification for all

restaurant staff, including all new staff, and submit this information to the County upon the County's request.

5. The applicant agrees to apply for and receive all necessary training in order to become an accredited member of the Arlington Restaurant Initiative. The applicant agrees to maintain good standing as a member of the Arlington Restaurant Initiative once accreditation is obtained.

6. The applicant agrees that dancing is not permitted unless the use permit is amended by the County Board to allow such accessory use and a dance hall permit is obtained.

7. The applicant agrees to post signs in windows which inform patrons to respect the peace of residential neighborhoods and to avoid parking in the residential neighborhood where possible.

8. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.

9. The applicant agrees to make customers aware of proximity to Metro, available parking and any special parking arrangements through postings in the restaurant and on their website.

10. The applicant agrees to clean the sidewalk and plaza in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area.

11. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights with live entertainment. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only. Said security guard shall also patrol the outdoor café areas. The applicant further agrees that the security guard(s) shall make all reasonable efforts to disperse patrons from the privately-owned courtyard area after they have left the restaurant premises. The applicant agrees that security staff shall also monitor noise from patrons in the outdoor café areas.

12. The applicant agrees to designate and make available: 1) a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to the live entertainment and outdoor café operations; and 2) an onsite liaison that shall be available during the hours of the business operation to receive and respond to community concerns regarding the live entertainment and outdoor café operations. The applicant agrees that name, telephone number, and electronic mail address (if available) of the neighborhood liaison (as specified above) shall be submitted to the Zoning Administrator and a copy sent to the Ballston Virginia Square Civic Association and the Alta Vista and Berkley Condominium Associations prior to the issuance of a certificate of occupancy for live entertainment and the outdoor cafés.

13. The applicant agrees to coordinate and host a standing community meeting ~~on a quarterly basis~~ <u>twice a year</u> to discuss issues and concerns with the operation of the establishment. The applicant shall invite the presidents of the Ballston-Virginia Square Civic Association, the Berkeley Condominium Association, the Altavista Condominium Association, and the Arlington County Police Department.

~~14. The applicant agrees that the outdoor café within the public easement area is permitted only from 11 a.m. to 10 p.m. Sunday – Thursday and 11 a.m. to 11 p.m. Friday – Saturday. The applicant further agrees that the outdoor café area on the public access easement shall be consistent with the plans attached to the staff report for June 15, 2019 County Board meeting titled *Survey Site Plan* dated May 7, 2019 prepared by Form Design Architects Interiors, (Plan).~~

~~15. The applicant agrees that the maximum number of seats permitted in the outdoor café within the public easement area shall not exceed 54 seats or the maximum number permitted by the Certificate of Occupancy for the outdoor café, whichever is less. The applicant agrees that cumulative total of seats within the outdoor café areas (both on the public easement and on private property) shall not exceed the number of seats permitted by the Certificate of Occupancy for the indoor portion of the restaurant.~~

16. The applicant agrees that no live entertainment activities may be permitted in the outdoor café areas at any time.

17. The applicant agrees that no sound or audio or video entertainment, including but not limited to television or radio playing of music and/or sports events, may be piped into, or played so as to be visible or audible from the outdoor café area before 9 am or after of 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

18. The applicant agrees that no outdoor games and activities aside from dining may occur within the outdoor café areas (both public and private) before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

~~19. The applicant agrees to maintain at least a seven (7) foot clear walkway zone along Fairfax Drive. The applicant further agrees that the outdoor café seating, fencing or barriers, and umbrellas shall not encroach into or hang over the clear walkway zone.~~

~~20. The applicant agrees that all equipment and furnishings, including but not limited to, tables, chairs, umbrellas, server stations, barriers or fences, and sources of heat, located in a public easement or in the public right-of-way shall not be affixed to the ground, building, or other permanent structure. The applicant further agrees that the outdoor café areas shall not be enclosed.~~

~~21. The applicant agrees that the approval for a use permit for live entertainment and the outdoor café at 4100 Fairfax Drive is valid only for the current tenant/owner of The Bronson. In the event that any other tenant/owner occupies the premises, the use permit shall be subject to review and renewal by the County Board at the time of such change in occupancy.~~

#3 – Board Report

#3 – Item Attachment – CALLS FOR SERVICE

#3 – Item Attachment – LOCATION MAP

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4. U-3332-12-2 Use Permit Review for live entertainment and dancing and for an outdoor café in a public easement at William Jeffrey's Tavern; located at 2301 Columbia Pike, Suite 100 (RPC# 25-017-098).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit, subject to all previously approved and amended conditions with a County Board review in six (6) months (October 2026).

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 and amended Conditions read as follows:

Approved and Amended Conditions (Live Entertainment and Dancing ONLY):

1. The applicant agrees that live entertainment and dancing at 2301 Columbia Pike Suite 100 shall be permitted only between the hours of 11:00 a.m. and 1:30 a.m.

2. The applicant agrees to comply with, by way of illustration and not limitation, all applicable requirements of County and State Ordinances, the Environmental Health Bureau, and the Fire Marshal, the Police Department, and the Alcohol Beverage Control Board (ABC).

~~3. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office~~.

4. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights when live entertainment and/or dancing is permitted. The on-site security may consist of "in-house" staff, so long as that staff is dedicated to only security during the hours of live entertainment and/or dancing.

5. The applicant agrees to comply with the Arlington County Noise Ordinance and further agrees that the restaurant's windows and doors shall remain closed during the times of live entertainment and/or dancing except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment and/or dancing be permitted outside of the building or broadcast over loudspeakers outside the building. The applicant agrees that doors shall not be propped open during live entertainment and/or dancing.

6. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification. The applicant agrees to keep a record of TIPS training certification for all restaurant staff, including all new staff, and submit this information upon the County's request.

7. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.

8. The applicant agrees to designate and make available a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to live entertainment and dancing and an onsite liaison that shall be available during the hours of the business operation to receive and respond to community concerns regarding the live entertainment and dancing. The name, telephone number, and electronic mail address (if one is established) shall be submitted to the Zoning Administrator and a copy sent to the Columbia Heights Civic Association, and the Penrose Neighborhood Association.

Approved Conditions (Outdoor Café ONLY):

9. The applicant agrees that outdoor café seating is permitted for nine months of the year along the restaurant's frontage along Columbia Pike and S. Adams Street. The applicant further agrees that it shall not use the outdoor seating area until a Certificate of Occupancy has been obtained for that use. The applicant agrees that outdoor café seating is permitted as set forth on the plan dated 4/17/2012 revised 4/30/2012 and entitled "Patio Plan for Columbia Pike Seating," presented for the County Board May 19, 2012; and the plans dated 4/17/2012, revised 4/30/2012, and for approval 7/3/2012 and entitled "Patio Plan" presented for the County Board July 21, 2012. The applicant agrees that outdoor café seating and related equipment is permitted only in accordance with the plan approved for issuance of the Certificate of Occupancy.

10. The applicant agrees to submit a revised landscape plan for review and approval by the County Manager or her designee prior to the issuance of the Certificate of Occupancy for the outdoor café seating. This plan shall show the revised number and location of benches along the project frontage.

11. The applicant agrees to maintain a minimum of six (6) feet of clear sidewalk width at all times along the sidewalk on Columbia Pike and S. Adams Street. The applicant further agrees that the railing associated with the café seating along Columbia Pike shall be relocated during the hours in which the café is not in use so that it is flush with the seating.

12. The applicant agrees that the hours of operation for outdoor café seating shall be limited to no later than 11:30 pm Sunday through Thursday and no later than 12:30 am Thursdays, Fridays and Saturdays, and the eve before all Federal Holidays (for the purposes of this condition Federal Holidays are defined as all legal Federal Holidays as well as St. Patrick's Day, Cinco de Mayo, and Halloween).

13. The applicant agrees that any use of umbrellas in the outdoor seating area shall be done in a manner that does not interfere with pedestrian movement along the sidewalk.

14. The applicant agrees that all outdoor seating, including without limitation tables, chairs, and removable barriers, shall be removed from the sidewalk annually during the winter months (December, January, and February). No outdoor seating equipment shall be stored on the sidewalk. The applicant further agrees that no permanent furniture, including tables, chairs, railings or umbrellas, shall be installed as part of the outdoor seating.

15. The applicant agrees to submit a letter to the Zoning Administrator prior to the issuance of the Certificate of Occupancy for the outdoor seating along S. Adams Street and part of Columbia Pike from a certified engineer attesting to the structural integrity of the proposed platform for seating.

16. The applicant agrees to submit colored drawings and renderings which label the materials and colors for the temporary outdoor seating platform, for review by the County Manager for consistency with this use permit approval prior to the issuance of the Certificate of Occupancy for the outdoor seating along S. Adams Street and part of Columbia Pike. The developer further agrees to obtain the approval of the County Manager of the platform design and treatment as being consistent with the County Board approval before the issuance of the Certificate of Occupancy for the outdoor seating along S. Adams Street and part of Columbia Pike.

17. The applicant agrees to designate and make available a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to outdoor café seating and an on-site liaison that shall be available during the hours of the business operation to receive and respond to community concerns regarding outdoor café seating. The name, telephone number, and electronic mail address (if one is established) shall be submitted to the Zoning Administrator and a copy sent to the Columbia Heights Civic Association, and the Penrose Neighborhood Association.

#4 – Board Report

#4 – Item Attachment – WILLIAM JEFFREY'S TAVERN CALLS FOR SERVICE

#4 – Item Attachment – U-3332-12-2 MAP

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5. UPER24-00034 Use Permit Review for a vehicle service establishment; located at 4715, 4707, 4701 King St. (RPC #28-018-035, -034, -031) and 5049 Chesterfield Road (RPC #28-018-033).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for a vehicle service establishment subject to the approved conditions and with a County Board review in one (1) year (April 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 approved Conditions read as follows:

Approved Conditions (UPER24-00034):

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; and the Arlington County Zoning Ordinance. Furthermore, the applicant agrees to actively and promptly obtain all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.

2. The applicant agrees to improve the site (4715, 4707, and 4701 King Street and 5049 Chesterfield Road & RPC# 28-018-031, -033, -034, and -035; the "Property") in accordance with

the use permit plans prepared by Bohler DC dated March 18, 2025, and approved by the County Board on April 5, 2025 (the "Plans").

3. The applicant agrees that no "inoperative vehicles" as defined in the Zoning Ordinance, shall be stored on the site. Further, the applicant agrees that there shall be no open storage of vehicles for sale, nor automobile tires and/or other automobile parts or goods for sale displayed outside on the Property.

4. The applicant agrees that any audio-notification system shall be used in compliance with the Arlington County Noise Ordinance.

5. The applicant agrees to identify a community liaison with an ownership and/or management position with the uses on the Property who will be available to the adjacent residential community during the hours of operation to discuss any concerns of the community associated with the operation of the uses on the Property. The name, telephone number, and electronic mail address of the liaison shall be submitted by the applicant to the Zoning Administrator, the Claremont Citizens Association, and the Spectrum Apartment Complex prior to issuance of the initial Certificate of Occupancy for any use on the Property.

6. The applicant agrees to conduct loading and unloading only during the following hours for the uses on the Property: fuel deliveries: 8:00 PM – 8:00 AM, store deliveries: 7:00 AM – 7:00 PM, and trash service: 4:00 AM – 4:00 PM.

7. The applicant agrees to dedicate property as shown on the Plans to Arlington County in accordance with applicable Arlington County standards prior to issuance of the initial building permit for implementation of the uses on the Property.

#5 – Board Report

#5 – Item Attachment – ZONING LOCATOR MAP

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6. UPER26-00002 Use Permit for a personal service retail use (instruction to children under 18 years of age) with a maximum enrollment of 24 Students (Mt. Kim Martial Arts, LLC. Martial Arts School; located at 4831 1st St. N. (RPC #13-067-010).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the use permit for a personal service retail use (instruction to children under 18 years of age) with a maximum enrollment of 24 students (Mt. Kim Martial Arts, LLC.) subject to the proposed conditions and with a County Board review in one year (April 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 approved Conditions read as follows:

Proposed Conditions (UPER26-00002; Mt. Kim Martial Arts, LLC.):

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 will be Monday – Friday, 3:30 PM to 8:00 PM and Saturday 9:00 AM – 12:00 PM. The applicant further agrees that the maximum permitted enrollment will be 24 students 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 provide four (4) signed parking spaces within the existing parking lot serving the Arlington Forest Shopping Center designated for parent pick up and drop off activities.

#6 – Board Report

#6 – Item Attachment – ZONING LOCATOR MAP

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7. Amendments to the following Columbia Pike Neighborhoods Form Based Code (N-FBC) use permits, loan documents, and covenants for renovations associated with Barcroft Apartments:

A. FBCA25-00007 Use Permit Amendment to revise Condition #7 (Tree Conservation and Replacement), Condition #9 (Photographic Record of Development), Condition #17 (Sustainable Design Elements), Condition #20 (Final Landscape Plan), Condition #39 (Affordable Housing Commitment), Condition #47 (Retention of Approved Parking Ratio over Subdivided Site), Condition #50 (Historic Preservation Easement), and Condition #52 (Future Sitewide Improvements) associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #22-26; located at 4301 16th Street S. (RPC #27-007-107).

B. FBCA25-00008 Use Permit Amendment to revise Condition #7 (Tree Conservation and Replacement), Condition #39 (Affordable Housing Commitment), Condition #47 (Retention of Approved Parking Ratio over Subdivided Site), Condition #50 (Historic Preservation Easement), and Condition #52 (Future Sitewide Improvements) associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #12-16; located at 1200 S. Thomas Street (RPC #27-002-001).

C. FBCA25-00009 Use Permit Amendment to revise Condition #7 (Tree Conservation and Replacement), Condition #39 (Affordable Housing Commitment), Condition #47 (Retention of Approved Parking Ratio over Subdivided Site), Condition #50 (Historic Preservation Easement), and Condition #52 (Future Sitewide Improvements) associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #47-48; located at 1320 S. George Mason Drive (RPC #27-002-006).

D. FBCA25-00010 Use Permit Amendment to revise Condition #7 (Tree Conservation and Replacement), Condition #39 (Affordable Housing Commitment), Condition #47 (Retention of Approved Parking Ratio over Subdivided Site), Condition #50 (Historic Preservation Easement), and Condition #52 (Future Sitewide Improvements) associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #41 and 44-46; located at 4200 13th Road S. (RPC #27-002-005 and -006).

E. FBCA25-00011 Use Permit Amendment to revise Condition #7 (Tree Conservation and Replacement), Condition #39 (Affordable Housing Commitment), Condition #47 (Retention of Approved Parking Ratio over Subdivided Site), Condition #50 (Historic Preservation Easement), and Condition #52 (Future Sitewide Improvements) associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #1-11; located at 1100 S. Thomas Street (RPC #27-002-001).

F. Request for the County Board to approve the First Amendment to the Barcroft Apartments Charlie 1 Arlington County Affordable Housing Investment Fund Loan Agreement and the First Amendment to the Barcroft Apartments Charlie 1 Deed of Declaration of Restrictive Covenants (attached to the staff report) to adjust the post-renovation unit mix.

G. Request for the County Board to authorize and direct the County Manager to execute, on behalf of the County Board, the First Amendment to the Barcroft Apartments Charlie 1 Arlington County Affordable Housing Investment Fund Loan Agreement and the First Amendment to the Barcroft Apartments Charlie 1 Deed of Declaration of Restrictive Covenants, subject to approval as to final form by the County Attorney.

H. Request for the County Board to authorize 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 First Amendment to the Barcroft Apartments Charlie 1 Arlington County Affordable Housing Investment Fund Loan Agreement and the First Amendment to the Barcroft Apartments Charlie 1 Deed of Declaration of Restrictive Covenants (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 First Amendment to the Barcroft Apartments Charlie 1 Arlington County Affordable Housing Investment Fund Loan Agreement and the First Amendment to the Barcroft Apartments Charlie 1 Deed of Declaration of Restrictive Covenants.

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

(A) Approved the subject use permit amendment (FBCA25-00007), in accordance with the Columbia Pike Neighborhoods Form Based Code (Article 11.2 of the Zoning Ordinance, Appendix B), to revise Conditions #7, 9, 17, 20, 39, 47, 50, and 52 associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #22-26.

(B) Approved the subject use permit amendment (FBCA25-00008), in accordance with the Columbia Pike Neighborhoods Form Based Code (Article 11.2 of the Zoning Ordinance, Appendix B), to revise Conditions #7, 39, 47, 50, and 52 associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #12-16.

(C) Approved the subject use permit amendment (FBCA25-00009), in accordance with the Columbia Pike Neighborhoods Form Based Code (Article 11.2 of the Zoning Ordinance, Appendix B), to revise Conditions #7, 39, 47, 50, and 52 associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #47-48.

(D) Approved the subject use permit amendment (FBCA25-00010), in accordance with the Columbia Pike Neighborhoods Form Based Code (Article 11.2 of the Zoning Ordinance, Appendix B), to revise Conditions #7, 39, 47, 50, and 52 associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #41 and 44-46.

(E) Approved the subject use permit amendment (FBCA25-00011), in accordance with the Columbia Pike Neighborhoods Form Based Code (Article 11.2 of the Zoning Ordinance, Appendix B), to revise Conditions #7, 39, 47, 50, and 52 associated with the use permit for preservation and renovations to the Barcroft Apartments buildings #1-11.

(F) Approved the attached First Amendment to the Barcroft Apartments Charlie 1 Arlington County Affordable Housing Investment Fund Loan Agreement and the First Amendment to the Barcroft Apartments Charlie 1 Deed of Declaration of Restrictive Covenants to adjust the post-renovation unit mix.

(G) Authorized and directed the County Manager to execute, on behalf of the County Board, the First Amendment to the Barcroft Apartments Charlie 1 Arlington County Affordable Housing Investment Fund Loan Agreement and the First Amendment to the Barcroft Apartments Charlie 1 Deed of Declaration of Restrictive Covenants, subject to approval as to final form by the County Attorney. In addition, the County Board

(H) Authorized and directed the County Manager, with the concurrence of the County Attorney, to act as the County Board's representative in approving revisions to the attached First Amendment to the Barcroft Apartments Charlie 1 Arlington County Affordable Housing Investment Fund Loan Agreement and the First Amendment to the Barcroft Apartments Charlie 1 Deed of Declaration of Restrictive Covenants 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 First Amendment to the Barcroft Apartments Charlie 1 Arlington County Affordable Housing Investment Fund Loan Agreement and the First Amendment to the Barcroft Apartments Charlie 1 Deed of Declaration of Restrictive Covenants.

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 amended Conditions read as follows:

FBCA25-00007 Proposed Amended Conditions:

7. Tree Conservation and Replacement (Demolition, Land Disturbing Activity Permits, and Final Building Permit)

A. (Demolition, Land Disturbing Activity Permits, and Final Building Permit) The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbing Activity Permits:

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, which have any critical root zone impact due to construction activities, based upon ~~Arlington County's Tree Replacement Formula or an amount approved by the County Manager~~ the Tree Appraisal Policy outlined in the Reference Guide to Arlington County Landscape Standards. 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 Use Permit and shown on any filing in connection with this Use Permit.

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 Release for Conservation of Trees on Developed or Adjacent Property (18 Months After Final Building Permit Issuance)

1) **Tree Replacement.** Unless otherwise specified, any tree required to be conserved pursuant to this condition, which dies (except from impacts from slope failure), as determined by the County's Urban Forester, prior to or within three (3) years of 18 months after the issuance of the Final Building Permit, shall be removed and replaced by the Developer at his/her/their 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 18 months after the issuance of the Final Building Permit. 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, unless the tree canopy target for this site as identified in the Barcroft Phased Development Use Permit (FBCN25-00005) is met or exceeded. 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 or on property that is subject to the Barcroft Phased Development Use Permit (FBCN25-00005) 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 / use permit 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.

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, unless permits are pulled concurrently:

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 #31 below.

~~2) **(Final Building Permit)** Before issuance of the Final Building 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) **(18 Months After Final Building Permit Issuance)** 18 Months after Final Building Permit Issuance– 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)~~ **(28 ~~18~~ Months After Final Building Permit Issuance)** 28 ~~18~~ Months after Final Building Permit Issuance – 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, on thumb drive, or another comparable electronic format as approved by the Zoning Administrator and must be date stamped.

17. ~~LEED~~ Credits and Sustainable Design Elements (Final Building Permit)
The Developer agrees to obtain The ICC 700 National Green Building Standard® Silver Level Certification per Virginia Housing requirements, as described and required below:

A. For National Green Building Certification Applications for Major Renovations to Existing Buildings:

1) The Developer agrees to include a National Green Building Standard (NGBS) accredited Verifier 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 *ICC 700* National Green Building Standard®. Specifically, the Developer agrees to meet the requirements for all NGBS Mandatory credits and achieve at least the number of NGBS credits necessary to achieve NGBS certification at the Silver level using the current ICC 700-2020 NGBS green building rating system. The developer also agrees to submit all appropriate documentation to the Home Innovation Research Lab (or their designees) for review and evaluation for NGBS certification.

The Developer agrees to fulfill the following before issuance of the indicated permit:

a. **(Final Building Permit)** The Developer agrees that for residential/hotel development:

(1) **ENERGY STAR appliances.** All of the following types of appliances, fixtures, and/or building components initially installed in residential/hotel 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 shall submit to the County Manager documentation sufficient to confirm that such components are ENERGY STAR qualified (or equivalent as approved by the County Manager) prior to issuance of each building's Final Building Permit.

(2) **WaterSense fixtures.** All the following fixtures initially installed in residential/hotel 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 documentation sufficient to confirm that such components are WaterSense qualified (or equivalent as approved by the County Manager) prior to issuance of each building's Final Building Permit.

b. **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 NGBS Verifier and documentation upon request to substantiate the report. Such reports shall 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 shall summarize the efforts to date of the inclusion of the sustainable elements within the project:

(1) Demolition and Land Disturbing Activity Permits
(2) Final Building Permit

c. **Site Visits (28 ~~18~~ Months After Final Building Permit Issuance)** The Developer further agrees to permit and cooperate with site visits as requested by the County Manager to verify that all NGBS components as agreed to as part of this Condition #17 have been included in the project.

d. **NGBS Verification (28 ~~18~~ Months After Final Building Permit Issuance)** The Developer agrees to provide a verification letter by a NGBS Verifier prior to 28 ~~18~~ months after the issuance of the Final Building Permit. The verification shall state that all the prerequisites and the minimum number of NGBS credits, as set forth above in the reporting mechanisms, have been incorporated into the building, and that, in the professional's opinion, the project will qualify for at least a NGBS Silver Certification, or a more recent version as approved by the County Manager.

e. **Bond or Letter of Credit (18 Months After Final Building Permit Issuance)** 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 $1 per s.f. x (96,728 s.f. of building GFA) prior to 18 months after the issuance of the Final Building Permit, guaranteeing that, within twenty-four (24) months from the date of 18 months after the issuance of the Final Building Permit the Developer will have received from the Home Innovation Research Lab its NGBS Silver certification. If the total number of NGBS points earned by that date through certification is less than the number of points required to achieve the agreed upon NGBS certification level, the Developer agrees that it shall automatically forfeit 100 percent (100%) of the financial security.

2) **Energy Reporting (March 31st of year after 18 Months After Final Building Permit Issuance)** 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 18 months after issuance of the Final Building Permit. The Developer agrees to install energy monitoring equipment capable of tracking whole building energy use data.

3) All sustainable design elements and innovative technologies incorporated into the project for which the Developer earned points under the NGBS green building rating system shall remain as part of the Use Permit for the life of the Use Permit. No part of the NGBS-related building elements for which NGBS points were earned may be eliminated from the building unless the Developer obtains administrative change approval for such elimination. The Zoning Administrator may approve such change if the Zoning Administrator finds that the NGBS points associated with the change are equivalent to or greater than the points for the eliminated elements.

4) The Developer agrees that the NGBS points referenced in this condition refer to the *ICC 700* National Green Building Standard rating

B. For Earthcraft (with Energy Star certification compliance path) applications for new development (Final Building Permit) (Intentionally Omitted)

C. For Green Home Choice applications for new development (Final Building Permit) (Intentionally Omitted)

D. For LEED or Earthcraft Certification applications for Major Renovations to Existing Buildings (Final Building Permit) (Intentionally Omitted)

20. Final Landscape Plan (Land Disturbing Activity)

A. **Submission and Approval (Land Disturbing Activity/Final Building Permit)**

1) **Submission (Land Disturbing Activity).** The Developer agrees to submit via the PermitArlington system a detailed Final Landscape Plan prior to issuance of the Land Disturbing Activity Permit. The plan shall conform to the approved 4.1.2 use permit drawings per Condition #2, and, where applicable:
   a. The landscaping requirements contained herein;
   b. (Intentionally Omitted)
   c. The landscaping and planting specifications and standards;
   d. Arlington County Landscape Standards, including the Standards for Planting and Preservation of Trees on Site Plan Projects;
   e. (Intentionally Omitted)

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. Tree Replacement Plan and Calculations
   In addition to saving identified trees, consistent with Condition #7 above, 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 and obtain the review and approval of a Tree Replacement Plan, and Tree Replacement Calculations, as part of the Final Landscape Plan.

   b. Drawings showing the location of utilities, lighting, equipment, and other elements which may impact landscape elements on the site.

   c. (Intentionally Omitted)

   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. (Intentionally Omitted)

   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. (Intentionally Omitted)

   h. (Intentionally Omitted)

   i. (Intentionally Omitted)

   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.

   k. (Intentionally Omitted)

l. (Intentionally Omitted)

m. Landscaping for open space areas, courtyards, 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, bicycle racks, and other landscape elements or structures.

n. (Intentionally Omitted)

o. (Intentionally Omitted)

p. (Intentionally Omitted)

q. (Intentionally Omitted)

r. (Intentionally Omitted)

s. Further, the Developer agrees to submit a maintenance agreement which shall ensure that all landscaped areas located on private property are kept in a clean and well-maintained condition for the life of the Use Permit and to follow the terms of that maintenance agreement approved for that purpose by the Zoning Administrator, as required in Section 14.2 of the Zoning Ordinance.

3) **Approval of Plan (Final Building Permit.** The Developer agrees to obtain approval of the Final Landscape Plan by the County Manager, prior to issuance of the Final Building Permit. The Developer further agrees that the sequence of construction, and shall be consistent with the conceptual Final Landscape Plan approved by the County Board as a part of the Use Permit approval, all Use Permit 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 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. 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)~~ (Intentionally Omitted)

5) Transformers shall not be placed above grade in the setback area between the building and the street.

~~6)~~ (Intentionally Omitted)

~~7)~~ (Intentionally Omitted)

~~8)~~ (Intentionally Omitted)

~~9)~~ (Intentionally Omitted)

~~10)~~ (Intentionally Omitted)

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 (28 ~~18~~ Months after Final Building Permit Issuance)

The Developer agrees to implement the approved landscaping improvements of the Final Landscape Plan as follows:

1) **Installation (28 ~~18~~ Months after Final Building Permit Issuance)**

The Developer agrees that all improvements shall be constructed and/or installed prior to 28 ~~18~~ months after the issuance of the Final Building Permit of building additions and renovated buildings.

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)~~ (Intentionally Omitted)

(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) Soil and drainage material depth shall be as specified in appropriate Arlington County tree planting standard details, and as reviewed and approved by the County Manager 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)~~ (Intentionally Omitted)

~~2)~~ **Installation of Private Amenity and Roof-Level Landscaping (Final Certificate of Occupancy for Tenant Occupancy)** (Intentionally Omitted)

3) **Maintenance and Replacement (Life of Use Permit)** The Developer agrees to maintain the site in a clean and well-maintained condition and ensure that all plaza areas,

and other landscaped areas located on private property, are kept in a clean and well-maintained condition for the life of the Use Permit.

D. Administrative Changes. The County Manager may consider minor revisions to landscape plans as long as such changes are consistent with the intent of the Use Permit 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.

39. Affordable Housing Commitment (18 Months After Final Building Permit Issuance)
The Developer agrees to execute documents requested by the County to evidence agreement to all of the terms and conditions outlined in the Developer's approved final Affordable Housing Plan, including but not limited to terms as set forth below:

A. CAF Units: The Developer agrees to provide a minimum of 93 units as committed affordable housing (CAF) Units, consisting of no less than four (4) one-bedroom units, seventy-one (71) two-bedroom units, fourteen (14) three-bedroom units, and four (4) four-bedroom units. The Developer may revise the unit mix stated above through the administrative change process if changes result in a total number of family-sized (two-bedroom or greater) dwelling units equal to or greater than the approved number of family-sized (two-bedroom or greater) dwelling units, or if the change provides additional accessible (Type A) dwelling units of any unit size. Each newly created or reconfigured bedroom shall meet the Virginia Statewide Building Code and the Virginia Maintenance Code for occupancy by at least two (2) persons.

B. Affordable Rents: The CAF Units shall have rents affordable to households that, as a whole, average up to 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 each unit's designated 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, and minus any mandatory fees, using an occupancy factor of 1.5 persons for 1-bedrooms, 3 persons for 2-bedrooms, 4.5 persons for 3-bedrooms, and 6 persons for 4-bedrooms.

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%.~~ For income qualified households living at the property as of December 29, 2021, and as of the date of the approved Tenant Relocation Plan for this phase, annual rent increases will not exceed 3% per year in years where the AMI-based income limits published by HUD exceed 3%, not to exceed the corresponding rent level assigned to the particular unit.

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 99-years from the date of 18 months after issuance of the Final Building Permit for the last CAF Unit that is able to be occupied for the building in which the CAF Units are located, less the time elapsed since the original covenant effective as of December 29, 2021.

Notwithstanding the foregoing, in the event of a foreclosure or deed in lieu of foreclosure pursuant to the deed of trust securing the loan made by Virginia Housing (VH) to the Developer for this Barcroft Renovations Phase which results in VH acquiring this phase of the Barcroft property, the total number of designated CAFs in the Barcroft Renovations Phase shall be reduced from ninety-three (93) CAFs to a minimum number of nineteen (19) CAFs. The reduced number of CAFs shall be rent restricted and solely occupied by or, if vacant, available for occupancy by low-income households with annual incomes that average up to 60% AMI.

The affordability and occupancy restrictions for the remaining seventy-four (74) residential apartment units in this Barcroft Renovations Phase will be determined by an underwriting of the

rents and expenses of the Barcroft Renovations Phase so that VH will create as many affordable units as the Barcroft Renovations Phase can support at a debt service coverage ratio not to exceed 1.2 ~~1:2~~.

E. Accessible Units: The Developer agrees to diligently market any 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 physical disabilities, the Developer agrees to continue to make best efforts to market and lease the Accessible Units to income-qualified households with persons with physical disabilities, but the Developer may market and lease these Accessible Units to any income-qualified households regardless of physical disability. The Developer agrees to market the Accessible Units as part of the Developer's Affirmative Marketing Plan, described below. ~~Not Applicable~~

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 a period of at least sixty (60) days prior to the projected occupancy of the complex.

G. Condominium Conversion: If at any time prior to the end of the 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 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.

47. Retention of Approved Parking Ratio over Subdivided Site (Life of Use Permit)
The Developer agrees to retain the ~~existing~~ surface parking spaces ~~and those within the detached garages,~~ as shown on the approved post 4.1.2 plans ~~and totaling 86 parking spaces, except in the event the detached garaged are deemed unoccupiable by the Building Official in which case the retained number of spaces would be 64~~.

50. Historic Preservation Easement (36 ~~18~~ Months after the Last Final Building Permit Issuance)
The Developer agrees to record a perpetual historic preservation easement, free and clear of all encumbrances and liens, (hereafter referred to as the "Easement") over the buildings and grounds located at 4301 16th Street S. (RPC# 27-002-010) on the portion of the parcel north of South George Mason Drive, also known as the Barcroft Apartments (hereafter referred to as the "Barcroft Property"), prior to 36 ~~18~~ months from the issuance of the last Final Building Permit for buildings #22-26. The Barcroft Property consists of five (5) garden apartment buildings (hereinafter referred to as the "Barcroft Buildings"), ~~two (2) independent garage structures, surface parking lots,~~ and ~~preserved natural area and~~ landscaped open space~~, and~~ with internal pathways.

The Developer agrees that the Easement eliminates the right to demolish the Barcroft Buildings and/or construct new buildings in the landscaped open space. ~~shall require the Developer to preserve all elevations of the Barcroft Buildings with the proposed renovations and additions, two (2) independent garage structures, surface parking lots, preserved natural area and landscaped open space, and internal pathways, subject to the terms of this condition, or as otherwise amended~~

~~with the Master Financing and Development Plan (MFPD).~~ The Easement will address what is permissible without prior review and approval by the County Manager, such as but not limited to permitting ~~shall permit~~ the Developer to maintain, repair or replace any exterior features with features that are identical as to design, materials, and decoration~~ subject to prior review and approval by the County Manager or his/her/their designee~~. The Easement shall permit other exterior modifications proposed by the Developer that are subject to prior review and approval by the County Manager, such as, but not limited to: a) adding soft and/or hard landscape features to the open space; b) modifying existing internal site pathways and/or adding new internal site pathways; c) altering existing window and/or door openings; d) constructing new window wells or new window and/or door openings; e) adding entry canopies if required by Virginia Housing (VH); f) the use of historically appropriate substitute materials; and g) adding vent openings to the exterior. The Easement shall permit other exterior modifications ~~proposed by the Developer~~ if, after prior review by and with recommendations from the Historical Affairs and Landmark Review Board (HALRB), the County Manager determines that the modifications will be architecturally compatible and not detrimental to the historic nature of the Barcroft Property, in compliance with the Secretary of the Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67.7) and/or the Conservation Area Standards identified in Part 7 of the N-FBC. The Easement shall not require the developer to preserve any aspects of the interior of the Barcroft Buildings.

~~**52. Future Sitewide Improvements**~~

~~To the extent that additional site improvements are required through the approved Master Financing and Development Plan, the developer shall obtain an amendment of this use permit (FBCN23-00002) prior to or concurrent with any approval of new development proposed on the Barcroft Apartments site, or as otherwise permitted by the County Manager.~~

FBCA25-00008 Proposed Amended Conditions:

7. Tree Conservation and Replacement (Demolition, Land Disturbing Activity Permits, and Final Building Permit)

A. (Demolition, Land Disturbing Activity Permits, and Final Building Permit) The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbing Activity Permits:

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 D, 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, which have any critical root zone impact due to construction activities, based upon the Tree Appraisal Policy outlined in the Reference Guide to Arlington County Landscape Standards. This bond estimate shall not exceed $100,000. 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 Use Permit and shown on any filing in connection with this Use Permit.

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 Release for Conservation of Trees on Developed or Adjacent Property (18 Months After Final Building Permit Issuance)

1) **Tree Replacement.** Unless otherwise specified, any tree required to be conserved pursuant to this condition, which dies (except from impacts from slope failure), as determined by the County's Urban Forester, prior to or within three (3) years of 18 months after the issuance of the Final Building Permit, shall be removed and replaced by the Developer at his/her/their expense with the number of 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 18 months after the issuance of the Final Building Permit. 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, unless the tree canopy target for this site as identified in the Barcroft Phased Development Use Permit (FBCN25-00005) is met or exceeded. 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 or on property that is subject to the Barcroft Phased Development Use Permit (FBCN25-00005) 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 / use permit 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.

39. Affordable Housing Commitment (18 Months After Final Building Permit Issuance)
The Developer agrees to execute documents requested by the County to evidence agreement to all of the terms and conditions outlined in the Developer's approved final Affordable Housing Plan, including but not limited to terms as set forth below:

A. CAF Units: The Developer agrees to provide a minimum of 114 units as committed affordable housing (CAF) Units, consisting of 72 one-bedroom units, 28 two-bedroom units, and 14 three-bedroom units, of which a minimum of two (2) units will be accessible (Type A) dwelling units. The Developer may revise the unit mix stated above if changes result in a total number of family-sized (two-bedroom or greater) dwelling units equal to or greater than the approved number of family-sized (two-bedroom or greater) dwelling units, or if the change provides additional accessible (Type A) dwelling units of any unit size. Each newly created or reconfigured bedroom shall meet the Virginia Statewide Building Code and the Virginia Maintenance Code for occupancy by at least two (2) persons.

B. Affordable Rents: The CAF Units shall have rents affordable to households that, as a whole, average up to 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 each unit's designated 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, and minus any mandatory fees, using an occupancy factor of 1.5 persons for 1-bedrooms, 3 persons for 2-bedrooms, 4.5 persons for 3-bedrooms, and 6 persons for 4-bedrooms.

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%.~~ For income qualified households living at the property as of December 29, 2021, and as of the date of the approved Tenant Relocation Plan for this phase, annual rent increases will not exceed 3% per year in years where the AMI-based income limits published by HUD exceed 3%, not to exceed the corresponding rent level assigned to the particular unit.

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 99-years from the date of 18 months after issuance of the Final Building Permit for the last CAF Unit that is able to be occupied for the building in which the CAF Units are located, less the time elapsed since the original covenant effective as of December 29, 2021.

Notwithstanding the foregoing, in the event of a foreclosure or deed in lieu of foreclosure pursuant to the deed of trust securing the loan made by Virginia Housing (VH) to the Developer for this Barcroft Renovations Phase which results in VH acquiring this phase of the Barcroft property, the total number of designated CAFs in the Barcroft Renovations Phase shall be reduced from 114 CAFs to a minimum number of 23 CAFs. The reduced number of CAFs shall be rent restricted and solely occupied by or, if vacant, available for occupancy by low-income households with annual incomes that average up to 60% AMI.

~~The affordability and occupancy restrictions for the remaining 91 residential apartment units in this Barcroft Renovations Phase will be determined by an underwriting of the rents and expenses of the Barcroft Renovations Phase so that VH will create as many affordable units as the Barcroft Renovations Phase can support at a debt service coverage ratio not to exceed 1.2.~~ In support of its mission, Virginia Housing will work with the County to amend the restrictive covenants to reinstate affordability requirements or impose additional affordability requirements for the remaining dwelling units, provided that Virginia Housing projects that the development will achieve a targeted debt service coverage ratio of at least 1.25, while subject to such additional affordability requirements.

E. Accessible Units: The Developer agrees to maintain two (2) ground floor units in Building #16 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 physical disabilities, the Developer agrees to continue to make best efforts to market and lease the Accessible Units to income-qualified households with persons with physical disabilities, but the Developer may market and lease these Accessible Units to any income-qualified households regardless of physical 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 a period of at least sixty (60) days prior to the projected occupancy of the complex.

G. Condominium Conversion: If at any time prior to the end of the 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 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.

47. Retention of Approved Parking Ratio over Subdivided Site (Life of Use Permit)
The Developer agrees to retain the surface parking spaces as shown on the approved post 4.1.2 plans ~~and totaling 59 parking spaces~~.

50. Historic Preservation Easement (<u>36</u> ~~18~~ Months after the <u>Last</u> Final Building Permit Issuance)
The Developer agrees to record a perpetual historic preservation easement, free and clear of all encumbrances and liens, (hereafter referred to as the "Easement") over the buildings and grounds located at 1200 S. Thomas Street (RPC# 27-002-001), also known as the Barcroft Apartments (hereafter referred to as the "Barcroft Property"), prior to <u>36</u> ~~18~~ months from the issuance of the <u>last</u> Final Building Permit for buildings #12-16. The Barcroft Property consists of five (5) garden apartment buildings (hereinafter referred to as the "Barcroft Buildings"), and landscaped open space with internal pathways.

The Developer agrees that the Easement eliminates the right to demolish the Barcroft Buildings and/or construct new buildings in the landscaped open space. The Easement will address what is permissible without prior review and approval by the County Manager, such as but not limited to permitting the Developer to maintain, repair or replace any exterior features with features that are identical as to design, materials, and decoration. The Easement shall permit other exterior modifications proposed by the Developer that are subject to prior review and approval by the County Manager, such as, but not limited to: a) adding soft and/or hard landscape features to the open space; b) modifying existing internal pathways and/or adding new internal pathways; c) altering existing window and/or door openings; d) constructing new window wells or new window

and/or door openings; e) adding entry canopies if required by Virginia Housing (VH); f) the use of historically appropriate substitute materials; and g) adding vent openings to the exterior. The Easement shall permit other exterior modifications if, after prior review by and with recommendations from the Historical Affairs and Landmark Review Board (HALRB), the County Manager determines that the modifications will be architecturally compatible and not detrimental to the historic nature of the Barcroft Property, in compliance with the Secretary of the Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67.7) and/or the Conservation Area Standards identified in Part 7 of the N-FBC. The Easement shall not require the developer to preserve any aspects of the interior of the Barcroft Buildings.

~~**52. Future Sitewide Improvements**~~

~~To the extent that additional site improvements are required through the approved Master Financing and Development Plan, or any subsequent Special Exception land use approval applicable to the Barcroft Apartments property, the Developer shall obtain an amendment of this use permit (FBCN23-00005) prior to or concurrent with any approval of new development proposed on the Barcroft Apartments site, or as otherwise permitted by the County Manager.~~

FBCA25-00009 Proposed Amended Conditions:

7. Tree Conservation and Replacement (Demolition, Land Disturbing Activity Permits, and Final Building Permit)

A. (Demolition, Land Disturbing Activity Permits, and Final Building Permit) The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbing Activity Permits:

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 D, 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, which have any critical root zone impact due to construction activities, based upon the Tree Appraisal Policy outlined in the Reference Guide to Arlington County Landscape Standards. This bond estimate shall not exceed $100,000. 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 Use Permit and shown on any filing in connection with this Use Permit.

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 Release for Conservation of Trees on Developed or Adjacent Property (18 Months After Final Building Permit Issuance)

1) **Tree Replacement.** Unless otherwise specified, any tree required to be conserved pursuant to this condition, which dies (except from impacts from slope failure), as determined by the County's Urban Forester, prior to or within three (3) years of 18 months after the issuance of the Final Building Permit, shall be removed and replaced by the Developer at his/her/their expense with the number of 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 18 months after the issuance of the Final Building Permit. 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, unless the tree canopy target for this site as identified in the Barcroft Phased Development Use Permit (FBCN25-00005) is met or exceeded. 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 or on property that is subject to the Barcroft Phased Development Use Permit (FBCN25-00005) 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 / use permit 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.

39. Affordable Housing Commitment (18 Months After Final Building Permit Issuance)

The Developer agrees to execute documents requested by the County to evidence agreement to all of the terms and conditions outlined in the Developer's approved final Affordable Housing Plan, including but not limited to terms as set forth below:

A. CAF Units: The Developer agrees to provide a minimum of 73 units as committed affordable housing (CAF) Units, consisting of no less than 51 ~~50~~ one-bedroom units, 20 ~~21~~ two-bedroom units, and two (2) three-bedroom units, of which three (3) one-bedroom units and one (1) two-

bedroom unit will be accessible (Type A) dwelling units. The Developer may revise the unit mix stated above if changes result in a total number of family-sized (two-bedroom or greater) dwelling units equal to or greater than the approved number of family-sized (two-bedroom or greater) dwelling units, or if the change provides additional accessible (Type A) dwelling units of any unit size. Each newly created or reconfigured bedroom shall meet the Virginia Statewide Building Code and the Virginia Maintenance Code for occupancy by at least two (2) persons.

B. Affordable Rents: The CAF Units shall have rents affordable to households ~~at or below~~ that, as a whole, average up to 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 each unit's designated 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, and minus any mandatory fees, using an occupancy factor of 1.5 persons for 1-bedrooms, 3 persons for 2-bedrooms, 4.5 persons for 3-bedrooms, and 6 persons for 4-bedrooms.

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%.~~ For income qualified households living at the property as of December 29, 2021, and as of the date of the approved Tenant Relocation Plan for this phase, annual rent increases will not exceed 3% per year in years where the AMI-based income limits published by HUD exceed 3%, not to exceed the corresponding rent level assigned to the particular unit.

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 99-years from the date of 18 months after issuance of the Final Building Permit for the last CAF Unit that is able to be occupied for the building in which the CAF Units are located, less the time elapsed since the original covenant effective as of December 29, 2021.

Notwithstanding the foregoing, in the event of a foreclosure or deed in lieu of foreclosure pursuant to the deed of trust securing the loan made by Virginia Housing (VH) to the Developer for this Barcroft Renovations Phase which results in VH acquiring this phase of the Barcroft property, the total number of designated CAFs in the Barcroft Renovations Phase shall be reduced from 73 CAFs to a minimum number of 15 CAFs. The reduced number of CAFs shall be rent restricted and solely occupied by or, if vacant, available for occupancy by low-income households with annual incomes that average up to 60% AMI.

The affordability and occupancy restrictions for the remaining 58 residential apartment units in this Barcroft Renovations Phase will be determined by an underwriting of the rents and expenses of the Barcroft Renovations Phase so that VH will create as many affordable units as the Barcroft Renovations Phase can support at a debt service coverage ratio not to exceed 1.2.

E. Accessible Units: The Developer agrees to maintain two (2) ground floor units in Building #47 and two (2) ground floor units in Building #48 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 physical disabilities, the Developer agrees to continue to make best efforts to market and lease the Accessible Units to income-qualified households with persons with physical disabilities, but the Developer may market and lease these Accessible Units to any income-qualified households regardless of physical 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 a period of at least sixty (60) days prior to the projected occupancy of the complex.

G. Condominium Conversion: If at any time prior to the end of the 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 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.

47. Retention of Approved Parking Ratio over Subdivided Site (Life of Use Permit)

The Developer agrees to retain the surface parking spaces as shown on the approved post 4.1.2 plans ~~and totaling 36 parking spaces~~.

50. Historic Preservation Easement (<u>36</u> ~~18~~ Months after the <u>Last</u> Final Building Permit Issuance)

The Developer agrees to record a perpetual historic preservation easement, free and clear of all encumbrances and liens, (hereafter referred to as the "Easement") over the buildings and grounds located at 1320 S. George Mason Drive (RPC# 27-002-006), also known as the Barcroft Apartments (hereafter referred to as the "Barcroft Property"), prior to <u>36</u> ~~18~~ months from the issuance of the <u>last</u> Final Building Permit for buildings #47-48. The Barcroft Property consists of two (2) garden apartment buildings (hereinafter referred to as the "Barcroft Buildings"), and landscaped open space with internal pathways.

The Developer agrees that the Easement eliminates the right to demolish the Barcroft Buildings and/or construct new buildings in the landscaped open space. The Easement will address what is permissible without prior review and approval by the County Manager, such as but not limited to permitting the Developer to maintain, repair or replace any exterior features with features that are identical as to design, materials, and decoration. The Easement shall permit other exterior modifications proposed by the Developer that are subject to prior review and approval by the County Manager, such as, but not limited to: a) adding soft and/or hard landscape features to the open space; b) modifying existing internal site pathways and/or adding new internal site pathways; c) altering existing window and/or door openings; d) constructing new window wells or new window and/or door openings; e) adding entry canopies if required by Virginia Housing (VH); f) the use of historically appropriate substitute materials; and g) adding vent openings to the exterior. The Easement shall permit other exterior modifications if, after prior review by and with recommendations from the Historical Affairs and Landmark Review Board (HALRB), the County Manager determines that the modifications will be architecturally compatible and not detrimental to the historic nature of the Barcroft Property, in compliance with the Secretary of the Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67.7) and/or the Conservation Area Standards identified in Part 7 of the N-FBC. The Easement shall not require the developer to preserve any aspects of the interior of the Barcroft Buildings.

~~**52. Future Sitewide Improvements**~~

~~To the extent that additional site improvements are required through the approved Master Financing and Development Plan, or any subsequent Special Exception land use approval applicable to the Barcroft Apartments property, the Developer shall obtain an amendment of this use permit~~

~~(FBCN24-00002) prior to or concurrent with any approval of new development proposed on the Barcroft Apartments site, or as otherwise permitted by the County Manager.~~

FBCA25-00010 Proposed Amended Conditions:

7. Tree Conservation and Replacement (Demolition, Land Disturbing Activity Permits, and Final Building Permit)

A. (Demolition, Land Disturbing Activity Permits, and Final Building Permit) The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbing Activity Permits:

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 D, 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, which have any critical root zone impact due to construction activities, based upon the Tree Appraisal Policy outlined in the Reference Guide to Arlington County Landscape Standards. This bond estimate shall not exceed $100,000. 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 Use Permit and shown on any filing in connection with this Use Permit.

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 Release for Conservation of Trees on Developed or Adjacent Property (24 Months After Final Building Permit Issuance)

1) **Tree Replacement.** Unless otherwise specified, any tree required to be conserved pursuant to this condition, which dies (except from impacts from slope failure), as determined by the County's Urban Forester, prior to or within three (3) years of 24 months after the issuance of the Final Building Permit, shall be removed and replaced by the Developer at his/her/their expense with the number of 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 24 months after the issuance of the Final Building Permit. 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, unless the tree canopy target for this site as identified in the Barcroft Phased Development Use

Permit (FBCN25-00005) is met or exceeded. 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 or on property that is subject to the Barcroft Phased Development Use Permit (FBCN25-00005) 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 / use permit 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.

39. Affordable Housing Commitment (24 ~~18~~ Months After Final Building Permit Issuance)

The Developer agrees to execute documents requested by the County to evidence agreement to all of the terms and conditions outlined in the Developer's approved final Affordable Housing Plan, including but not limited to terms as set forth below:

A. CAF Units: The Developer agrees to provide a minimum of 223 units as committed affordable housing (CAF) Units, consisting of 5 studio units, 133 one-bedroom units, 81 two-bedroom units, three (3) three-bedroom units, and one (1) four-bedroom unit, of which one (1) one-bedroom units, one (1) two-bedroom unit, and one (1) three-bedroom unit will be accessible (Type A) dwelling units. The Developer may revise the unit mix stated above if changes result in a total number of family-sized (two-bedroom or greater) dwelling units equal to or greater than the approved number of family-sized (two-bedroom or greater) dwelling units, or if the change provides additional accessible (Type A) dwelling units of any unit size. Each newly created or reconfigured bedroom shall meet the Virginia Statewide Building Code and the Virginia Maintenance Code for occupancy by at least two (2) persons.

B. Affordable Rents: The CAF Units shall have rents affordable to households ~~at or below~~ that, as a whole, average up to 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 each unit's designated 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, and minus any mandatory fees, using an occupancy factor of 1.5 persons for 1-bedrooms, 3 persons for 2-bedrooms, 4.5 persons for 3-bedrooms, and 6 persons for 4-bedrooms.

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%.~~ For income qualified households living at the property as of December 29, 2021, and as of the date of the approved Tenant Relocation Plan for this phase, annual rent increases will not exceed 3% per year in years where the AMI-based income limits published by HUD exceed 3%, not to exceed the corresponding rent level assigned to the particular unit.

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 99-years from the date of 24 months after issuance of the Final Building Permit for the last CAF Unit that is able to be occupied for the building in which the CAF Units are located, less the time elapsed since the original covenant effective as of December 29, 2021.

Notwithstanding the foregoing, in the event of a foreclosure or deed in lieu of foreclosure pursuant to the deed of trust securing the loan made by Virginia Housing (VH) to the Developer for this Barcroft Renovations Phase which results in VH acquiring this phase of the Barcroft property, the total number of designated CAFs in the Barcroft Renovations Phase shall be reduced from 223 CAFs to a minimum number of 45 CAFs. The reduced number of CAFs shall be rent restricted and solely occupied by or, if vacant, available for occupancy by low-income households with annual incomes that average up to 60% AMI.

~~The affordability and occupancy restrictions for the remaining 178 residential apartment units in this Barcroft Renovations Phase will be determined by an underwriting of the rents and expenses of the Barcroft Renovations Phase so that VH will create as many affordable units as the Barcroft Renovations Phase can support at a debt service coverage ratio not to exceed 1.2.~~ In support of its mission, Virginia Housing will work with the County to amend the restrictive covenants to reinstate affordability requirements or impose additional affordability requirements for the remaining dwelling units, provided that Virginia Housing projects that the development will achieve a targeted debt service coverage ratio of at least 1.25, while subject to such additional affordability requirements.

E. Accessible Units: The Developer agrees to maintain three (3) ground floor units in Building #44 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 physical disabilities, the Developer agrees to continue to make best efforts to market and lease the Accessible Units to income-qualified households with persons with physical disabilities, but the Developer may market and lease these Accessible Units to any income-qualified households regardless of physical 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 a period of at least sixty (60) days prior to the projected occupancy of the complex.

G. Condominium Conversion: If at any time prior to the end of the 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 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.

47. Retention of Approved Parking Ratio over Subdivided Site (Life of Use Permit)
The Developer agrees to retain the surface parking spaces as shown on the approved post 4.1.2 plans ~~and totaling 149 parking spaces~~.

50. Historic Preservation Easement (36 ~~24~~ Months after the Last Final Building Permit Issuance for the Final Phase)
The Developer agrees to record a perpetual historic preservation easement, free and clear of all encumbrances and liens, (hereafter referred to as the "Easement") over the buildings and grounds located at 4200 13th Road S. (RPC #27-002-005 and -006), also known as the Barcroft Apartments (hereafter referred to as the "Barcroft Property"), prior to 36 ~~24~~ months from the issuance of the last Final Building Permit for the final phase for buildings #41 and 44-46. The Barcroft Property consists of four (4) garden apartment buildings (hereinafter referred to as the "Barcroft Buildings"), and landscaped open space with internal pathways.

The Developer agrees that the Easement eliminates the right to demolish the Barcroft Buildings and/or construct new buildings in the landscaped open space. The Easement will address what is permissible without prior review and approval by the County Manager, such as but not limited to permitting the Developer to maintain, repair or replace any exterior features with features that are identical as to design, materials, and decoration. The Easement shall permit other exterior modifications proposed by the Developer that are subject to prior review and approval by the County Manager, such as, but not limited to: a) adding soft and/or hard landscape features to the open space; b) modifying existing internal site pathways and/or adding new internal site pathways; c) altering existing window and/or door openings; d) constructing new window wells or new window and/or door openings; e) adding entry canopies if required by Virginia Housing (VH); f) the use of historically appropriate substitute materials; and g) adding vent openings to the exterior. The Easement shall permit other exterior modifications if, after prior review by and with recommendations from the Historical Affairs and Landmark Review Board (HALRB), the County Manager determines that the modifications will be architecturally compatible and not detrimental to the historic nature of the Barcroft Property, in compliance with the Secretary of the Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67.7) and/or the Conservation Area Standards identified in Part 7 of the N-FBC. The Easement shall not require the developer to preserve any aspects of the interior of the Barcroft Buildings.

~~**52. Future Sitewide Improvements**~~
~~To the extent that additional site improvements are required through the approved Master Financing and Development Plan, or any subsequent Special Exception land use approval applicable to the Barcroft Apartments property, the Developer shall obtain an amendment of this use permit (FBCN25-00002) prior to or concurrent with any approval of new development proposed on the Barcroft Apartments site, or as otherwise permitted by the County Manager.~~

FBCA25-00011 Proposed Amended Conditions:

7. Tree Conservation and Replacement (Demolition, Land Disturbing Activity Permits, and Final Building Permit)

A. (Demolition, Land Disturbing Activity Permits, and Final Building Permit) The Developer agrees to do the following prior to the issuance of the Demolition and Land Disturbing Activity Permits:

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 D, 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, which have any critical root zone impact due to construction activities, based upon the Tree Appraisal Policy outlined in the Reference Guide to Arlington County Landscape Standards. This bond estimate shall not exceed $100,000. 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 Use Permit and shown on any filing in connection with this Use Permit.

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 Release for Conservation of Trees on Developed or Adjacent Property (24 Months After Final Building Permit Issuance)

1) **Tree Replacement.** Unless otherwise specified, any tree required to be conserved pursuant to this condition, which dies (except from impacts from slope failure), as determined by the County's Urban Forester, prior to or within three (3) years of 24 months after the issuance of the Final Building Permit, shall be removed and replaced by the Developer at his/her/their expense with the number of 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 24 months after the issuance of the Final Building Permit. 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, unless the tree canopy target for this site as identified in the Barcroft Phased Development Use Permit (FBCN25-00005) is met or exceeded. 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 or on property that is subject to the Barcroft Phased Development Use Permit (FBCN25-00005) 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 / use permit 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:
   1. Detailed specifications for any tree walls or wells proposed.
   2. 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.
   3. The location of all construction trailers, which may not be located within any tree protection area.

39. Affordable Housing Commitment (24 Months After Final Building Permit Issuance)

The Developer agrees to execute documents requested by the County to evidence agreement to all of the terms and conditions outlined in the Developer's approved final Affordable Housing Plan, including but not limited to terms as set forth below:

A. CAF Units: The Developer agrees to provide a minimum of 312 units as committed affordable housing (CAF) Units, consisting of six (6) studio units, 225 one-bedroom units, 71 two-bedroom units, and 10 three-bedroom units, of which three (3) one-bedroom units, one (1) two-bedroom unit, and one (1) three-bedroom unit will be accessible (Type A) dwelling units. The Developer may revise the unit mix stated above through the administrative change process if changes result in a total number of family-sized (two-bedroom or greater) dwelling units equal to or greater than the approved number of family-sized (two-bedroom or greater) dwelling units, or if the change provides additional accessible (Type A) dwelling units of any unit size. Each newly created or reconfigured bedroom shall meet the Virginia Statewide Building Code and the Virginia Maintenance Code for occupancy by at least two (2) persons.

B. Affordable Rents: The CAF Units shall have rents affordable to households ~~at or below~~ that, as a whole, average up to 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 each unit's designated 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, and minus any mandatory fees, using an occupancy factor of 1.5 persons for 1-bedrooms, 3 persons for 2-bedrooms, 4.5 persons for 3-bedrooms, and 6 persons for 4-bedrooms.

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%.~~ For income qualified households living at the property as of December 29, 2021, and as of the date of the approved Tenant Relocation Plan for this phase, annual rent increases will not exceed 3% per year in years where the AMI-based income limits published by HUD exceed 3%, not to exceed the corresponding rent level assigned to the particular unit.

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 99-years from the date of 24 months after issuance of the Final Building Permit for the last CAF Unit that is able to be occupied for the building in which the CAF Units are located, less the time elapsed since the original covenant effective as of December 29, 2021.

Notwithstanding the foregoing, in the event of a foreclosure or deed in lieu of foreclosure pursuant to the deed of trust securing the loan made by Virginia Housing (VH) to the Developer for this Barcroft Renovations Phase which results in VH acquiring this phase of the Barcroft property, the total number of designated CAFs in the Barcroft Renovations Phase shall be reduced from 312 CAFs to a minimum number of 62 CAFs. The reduced number of CAFs shall be rent restricted and solely occupied by or, if vacant, available for occupancy by low-income households with annual incomes that average up to 60% AMI.

~~The affordability and occupancy restrictions for the remaining 250 residential apartment units in this Barcroft Renovations Phase will be determined by an underwriting of the rents and expenses of the Barcroft Renovations Phase so that VH will create as many affordable units as the Barcroft Renovations Phase can support at a debt service coverage ratio not to exceed 1.2.~~ In support of its mission, Virginia Housing will work with the County to amend the restrictive covenants to reinstate affordability requirements or impose additional affordability requirements for the remaining dwelling units, provided that Virginia Housing projects that the development will achieve a targeted debt service coverage ratio of at least 1.25, while subject to such additional affordability requirements.

E. Accessible Units: The Developer agrees to maintain five (5) ground floor 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 physical disabilities, the Developer agrees to continue to make best efforts to market and lease the Accessible Units to income-qualified households with persons with physical disabilities, but the Developer may market and lease these Accessible Units to any income-qualified households regardless of physical 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 a period of at least sixty (60) days prior to the projected occupancy of the complex.

G. Condominium Conversion: If at any time prior to the end of the 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 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.

47. Retention of Approved Parking Ratio over Subdivided Site (Life of Use Permit)
The Developer agrees to retain the surface parking spaces as shown on the approved post 4.1.2 plans ~~and totaling 185 parking spaces~~.

50. Historic Preservation Easement (36 ~~24~~ Months after the Last Final Building Permit Issuance for the Final Phase)
The Developer agrees to record a perpetual historic preservation easement, free and clear of all encumbrances and liens, (hereafter referred to as the "Easement") over the buildings and grounds located at 1100 S. Thomas Street (RPC #27-002-001), also known as the Barcroft Apartments (hereafter referred to as the "Barcroft Property"), prior to 36 ~~24~~ months from the issuance of the last Final Building Permits for the final phase for buildings #1-11. The Barcroft Property consists of 11 garden apartment buildings (hereinafter referred to as the "Barcroft Buildings"), two (2) garages, and landscaped open space with internal pathways.

The Developer agrees that the Easement eliminates the right to demolish the Barcroft Buildings and/or construct new buildings in the landscaped open space. The Easement will address what is permissible without prior review and approval by the County Manager, such as but not limited to permitting the Developer to maintain, repair or replace any exterior features with features that are identical as to design, materials, and decoration. The Easement shall permit other exterior modifications proposed by the Developer that are subject to prior review and approval by the County Manager, such as, but not limited to: a) adding soft and/or hard landscape features to the open space; b) modifying existing internal site pathways and/or adding new internal site pathways; c) altering existing window and/or door openings; d) constructing new window wells or new window and/or door openings; e) adding entry canopies if required by Virginia Housing (VH); f) the use of historically appropriate substitute materials; and g) adding vent openings to the exterior. The Easement shall permit other exterior modifications if, after prior review by and with recommendations from the Historical Affairs and Landmark Review Board (HALRB), the County Manager determines that the modifications will be architecturally compatible and not detrimental to the historic nature of the Barcroft Property, in compliance with the Secretary of the Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67.7) and/or the Conservation Area Standards identified in Part 7 of the N-FBC. The Easement shall not require the developer to preserve any aspects of the interior of the Barcroft Buildings.

~~**52. Future Sitewide Improvements**~~
~~To the extent that additional site improvements are required through the approved Master Financing and Development Plan, or any subsequent Special Exception land use approval applicable to the Barcroft Apartments property, the Developer shall obtain an amendment of this use permit (FBCN25-00003) prior to or concurrent with any approval of new development proposed on the Barcroft Apartments site, or as otherwise permitted by the County Manager.~~

#7 – Board Report

#7 – Item Attachment – MAP FBCA25-00007

#7 – Item Attachment – MAP FBCA25-00008

#7 – Item Attachment – MAP FBCA25-00009

#7 – Item Attachment – MAP FBCA25-00010

#7 – Item Attachment – MAP FBCA25-00011

#7 – Item Attachment – FIRST AMENDMENT TO BARCROFT CHARLIE 1 LOAN AGREEMENT

#7 – Item Attachment – FIRST AMENDMENT TO BARCROFT CHARLIE 1 RESTRICTIVE CONVENANTS

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

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8. Second amendment to the original license between the County Board of Arlington County, Virginia, as Licensor, and the Arlington County School Board, as Licensee, on a portion of County-owned property located at 1425 N. Quincy St., Arlington, Va. (RPC# 15-040-069).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the second amendment to original license (attached to the staff report) between the County Board of Arlington County, Virginia, as Licensor, and the Arlington County School Board, as Licensee, on a portion of County-owned property located at 1425 N. Quincy St., Arlington, Va. (RPC# 15-040-069). In addition, the County Board authorized the Real Estate Bureau Chief, or his designee, to execute on behalf of the County Board, the second amendment and related documents, if any, 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.

The approved Amendment to Original License reads as follows:

ARLINGTON COUNTY, VIRGINIA

SECOND AMENDMENT TO ORIGINAL LICENSE

THIS SECOND AMENDMENT TO ORIGINAL LICENSE (the "Second Amendment") is made this ___ day of _____ 2026, by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic (the "Licensor" or "County"), and **ARLINGTON COUNTY SCHOOL BOARD**, a body politic (the "Licensee" or "School Board"), hereinafter jointly referred to as the "Parties".

R-1 Whereas, Licensor is the owner, in fee simple, of a certain parcel of real estate, with improvements thereon, and appurtenances thereto, located at 1425 N. Quincy Street, informally known as the Quincy site, located in Arlington County, Virginia, previously known as RPC Nos. 15-040-046, 15-040-067, 15-040-068, and 14-001-002, now known as RPC No. 15-040-069 (the "County Parcel").

R-2 Whereas, Licensor and Licensee entered into that certain License Agreement dated July 1, 2018 ("Original License"), for Licensee's parking of white fleet vehicles, including SUV's, vans, pick-up trucks and maintenance vehicles, and Licensee employee personal vehicles, and no other vehicles, including school buses (the "Permitted Use").

R-3 Whereas, the County subsequently resubdivided and vacated the prior subdivision name and rededicated the subdivision by Deed of Resubdivision, Vacation and Rededication, dated November 26, 2020 and recorded as Instrument #20200100034234 among the County land records.

R-4 Whereas, the County further resubdivided the property and rededicated the subdivision, now known as Arlington's Addition to Quincy View, by Deed of Resubdivision, Vacation and Rededication, dated May 22, 2025 and recorded as Instrument #20250100006328 among the County land records.

R-5 Whereas, Licensor and Licensee entered into that certain First Amendment to License Agreement dated June 23, 2022, to relocate the Licensed Area on the site and to allow for future relocation of the Licensed Area should the County operation needs require.

R-6 Whereas, by this Second Amendment, the Licensor and Licensee desire to amend the License to further extend the term of the License and to update the RPC numbers pertaining to the County Parcel, as provided herein.

R-7 Whereas, the Licensor and Licensee further desire to keep the remaining terms of the License in place except for those terms which are specifically amended below.

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of ten dollars ($10.00), the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

1. Extension of Term. Paragraph 4 of the Original License is hereby amended by deleting the entirety of Paragraph 4 and adding in its stead:

> Extension of Term. The term of this Agreement (the "Term") shall be extended until June 30, 2027, commencing July 1, 2026, so long as Licensee is not in default under the terms of the License beyond any applicable notice and cure period. Except as otherwise provided herein, the Term shall be automatically extended thereafter for four (4) additional one (1) year terms until June 30, 2031, without any further necessary action by either of the Parties, unless and until terminated by one of the Parties, upon at least three (3) months prior written notice to the other Party. The Term and any renewal terms are collectively referred to as the "Term".

2. Ratification and Confirmation of License. Except as amended and/or modified by this Second Amendment, the Original License, as amended by the First Amendment (collectively, "License"), is hereby ratified and confirmed and all other terms of the License shall remain in full force and effect, unaltered and unchanged by this Second Amendment. In the event of any conflict between the provisions of this Second Amendment and the provisions of the License, the provisions of this Second Amendment shall prevail. Regardless of whether specifically

amended by this Second Amendment, all of the terms and provisions of the License are hereby amended to the extent necessary to give effect to the purpose and intent of this Second Amendment.

3. Full Force and Effect. Licensor and Licensee each represent and warrant to the other that the License is in full force and effect and shall remain in full force and effect unless amended by the terms in this Second Amendment to the License. Furthermore, Licensor and Licensee each represent and warrant that the License has not been assigned, modified, supplemented or further amended in any way.

4. Entire Agreement. The License, as amended, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained in the License shall be of any force and effect. The License may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties hereto.

5. Incorporation of Recitals. The above recitals are hereby incorporated into this Second Amendment.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Second Amendment to be executed and delivered as their respective acts, intending to be legally bound by its terms.

[*Signatures appear on the following pages.*]

LICENSOR:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA, a body politic

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by

_____ on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My Commission expires: _____

Registration No:_____

Approved as to form:

_____
County Attorney

LICENSEE:

ARLINGTON COUNTY SCHOOL BOARD,
a body politic

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ on behalf of the Arlington County School Board.

_____
Notary Public

My Commission expires: _____

Registration No:_____

EXHIBIT A

Descriptions of Licensed Area and County Parcel

Licensed Area:

Up to 48 Parking Spaces located at 1425 N. Quincy St., Arlington, Virginia, being a portion of RPC No. 15-040-069.

County Parcel:

All of Parcel A-1, Arlington's Addition to Quincy View, RPC No. 15-040-069.

4854-2354-8683, v. 1

#8 – Board Report

#8 – Item Attachment – EXHIBIT A – SECOND AMENDMENT TO ORIGINAL LICENSE

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

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- **Ordinances, Plans and Policies**

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9. Ordinance to amend, reenact and recodify Chapter 70 (Encroachment into Public Places) of the Code of Arlington County, Virginia, with an effective date of July 1, 2026, to clarify the license fees to be paid for Outdoor Café Licenses on public property and to add a new reinstatement fee for licenses not in compliance with the requirements, within the limitations, and upon such terms and conditions as prescribed in the chapter.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance (attached to the staff report) to amend, reenact and recodify Chapter 70 (Encroachment into Public Places) (Attachment 1), with an effective date of July 1, 2026, to clarify the license fees to be paid for Outdoor Café Licenses on public property and to add a new reinstatement fee for licenses not in compliance with the requirements, within the limitations, and upon such terms and conditions as prescribed in the Chapter.

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:

AN ORDINANCE WITH AN EFFECTIVE DATE OF JULY 1, 2026, TO AMEND, REENACT AND READOPT ARLINGTON COUNTY CODE CHAPTER 70, ENCROACHMENTS INTO PUBLIC SPACES, § 70-3. GENERAL REQUIREMENTS FOR ALL ENCROACHMENTS AND OUTDOOR CAFÉ LICENSES; § 70-5. OUTDOOR CAFÉS. LICENSE REQUIRED; § 70-6. OUTDOOR CAFÉ LICENSING FEES, WHICH ARE RELATED TO LICENSE FEES FOR OUTDOOR CAFÉ LICENSES ON PUBLIC PROPERTY AND TO ADD A NEW REINSTATEMENT FEE FOR LICENSES NOT IN COMPLIANCE, WITH THE REQUIREMENTS, WITHIN THE LIMITATIONS, AND UPON SUCH TERMS AND CONDITIONS AS PRESCRIBED IN SUCH CHAPTER.

BE IT ORDAINED, effective July 1, 2026, by the County Board of Arlington County, Virginia that Chapter 70, Encroachments into Public Spaces, § 70-3. General Requirements for all Encroachments and Outdoor Café Licenses; § 70-5. Outdoor Cafés. License Required; § 70-6. Outdoor Café Licensing Fees, which are related to license fees for outdoor café licenses on public property and add a new reinstatement fee for licenses, is amended, reenacted and recodified as forth in Attachment 1.

Attachment 1

BE IT ORDAINED by the County Board that, effective July 1, 2026, that Arlington County Code Chapter 70, Encroachment into Public Spaces, § 70-3. General Requirements for all Encroachments and Outdoor Cafe Licenses; § 70-5. Outdoor Cafés. License Required; and § 70-6. Outdoor Café Licensing Fees is amended, reenacted, and adopted as follows**:**

***

§ 70-3. General Requirements for all Encroachments and Outdoor Cafe Licenses.

A. *Application*. All Owners/Applicants seeking an Ordinance of Encroachment, administrative approval of any encroachment not requiring an Ordinance of Encroachment or an Outdoor Café License shall prepare and submit an application for such Ordinance, administrative approval of an encroachment or Outdoor Café License on forms, and with supporting information, as determined by the County Manager or his/her designee.

B. *Application Fee*. At the time of application for an Ordinance of Encroachment, an administrative approval of an encroachment not requiring an Ordinance of Encroachment or an Outdoor Café License, the Owner/Applicant shall pay the County a non-refundable fee in the amount specified by the County Board in an approved fee schedule ~~of One Hundred and fifty dollars ($150.00). The Outdoor Café License application fee shall be paid only once at the time of the initial application or amendment application, as long as all of the Owners/Applicants and areas of use remain the same year to year.~~

C. *General Requirements*. In addition to any other requirements imposed by the County Code, including, but not limited to the Zoning Ordinance, Chapter 22, or any applicable federal, state or local

Ordinance(s) or statutes, including the Building Code, the Owner/Applicant agrees to the following requirements for all Ordinances or Outdoor Café Licenses ("*General Requirements*"):

1. *Maintenance of area of encroachment*. The Owner/Applicant shall, at their sole cost and expense, continuously and, at all times, promptly maintain any structure and the area of encroachment designated in the License or in the Ordinance for the same, including, if applicable, snow and ice removal.

2. *Liability insurance*. The Owner/Applicant shall obtain and maintain a policy of general liability insurance, acceptable to the County, in the amount of Two-million dollars ($2,000,000), or such other amount required by the County Risk Manager, which shall insure the County, as an additional named insured, against all claims, demands, suits and related costs, including attorneys' fees, arising from any bodily injury or property damage which may occur as a result of the encroachment or the License. Such insurance coverage shall be maintained in full force and effect continuously, and at all times, throughout the term of the License or ordinance, and any renewal or extension thereof, and for one (1) year thereafter. The Owner/Applicant shall furnish the County with a certificate of insurance indicating that the insurance is prepaid for a one-year policy period as part of an application for an encroachment or Outdoor Café License.

3. *Indemnification*. The Owner/Applicant shall indemnify, and hold harmless, the County Board of Arlington County, Virginia and all County officials, officers, employees, and agents from and against any and all claims, negligence, damages, costs and expenses arising out of the permission for the encroachment or the issuance of an Outdoor Café License.

4. *Sovereign Immunity*. The authorization granted by an ordinance of encroachment or an Outdoor Café License is not intended to constitute, and shall not be deemed to be, a waiver of sovereign immunity by or on behalf of the County or any of its officers or employees.

5. *Damage to property.* The County shall not be responsible for damage to the private property encroaching into the Public Space or the private personal or real property adjacent thereto during repair, maintenance or replacement of the improvements and facilities in the Public Space or any public facilities or utilities in the general area of the encroachment.

6. *Temporary removal of encroachment*. In the event of an emergency, such as utility work or infrastructure repair, in the general area of an encroachment, or damage to a structure or area of encroachment, the County may, by written notice delivered to the Owner/License Holder, require the Owner/License Holder, at their sole cost and expense, to remove or repair the structure or area of encroachment within twenty-four (24) hours of delivery of said notice. If the item or area of encroachment is not removed or repaired within twenty-four (24) hours of delivery of said notice, the County shall have the right, at the expense of the Owner/License Holder, to remove or repair the item or area of encroachment and shall not be liable for any loss or damage to the encroaching structure or area that may occur as the result of such removal. In no event, shall the County be responsible for replacing such removed structure or area of encroachment.

7. *Removal of encroachment*. If the County determines that the encroachment or an Outdoor Café License is inconsistent with the public health, safety or welfare, subsequent development plans or policies or zoning ordinance requirements, or an Outdoor Café License terminates, is discontinued or expires, the Owner/License Holder shall, at their sole cost and expense, remove the encroachment and fully restore the area of the encroachment to its pre-encroachment condition. In such case, the County may provide the Owner/License Holder with written notice of the need to remove the encroachment at least ten (10) days prior to the date on which the removal must be completed. If the Owner/License Holder fails to remove the encroachment within the time specified, the County shall have the right to remove the encroachment, at the sole expense of the Owner/License Holder, and the County shall not be liable for any loss or damage to the encroaching structure that may occur as a result of such removal.

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§ 70-5. Outdoor Cafés. License Required.

A. *License for Certain Outdoor Cafés*. Outdoor Cafés located over, under, upon, and within a Public Space, otherwise allowed by the Zoning Ordinance and the Building Code, may be permitted by an annual Outdoor Café License in accordance with the requirements of this Chapter, provided that:

1. There are no elements permanently affixed to the real property, including, among other items, a canopy or awning, fences, tables and chairs, or heating or cooling elements, associated with the Outdoor Café; however, low fences or low barriers (less than three (3) feet tall) that are within and along the Outdoor Café area shall be permitted to be affixed to the ground so long as they are removable and upon removal, the area where the fence or barrier is affixed can be capped or filled in a manner resulting in a surface that is flush with the surface of the Public Space;

2. The proposed Outdoor Café does not interfere with public infrastructure or public or private utilities located nearby or below the area upon which the Outdoor Café is to be located;

3. The proposed Outdoor Café complies with all conditions and applicable provisions of the Zoning Ordinance, any applicable use permit or certificate of occupancy and the Building Code, including, among other items, clear sidewalk space, and size requirements, and all federal, state or County laws or regulations; and

4. The proposed Outdoor Café shall not be located within any fire lanes, bicycle or vehicle travel ways, loading dock areas, transit stops or emergency vehicle access areas; and

5. The Applicant, along with the written consent of the owner of the property upon which an Outdoor Café is located, submits an initial application and Application Fee (see §70-3 above) and for subsequent renewals, an annual Outdoor Café license fee ("Annual Fee") ~~and thereafter, an annual renewal application, along with an annual fee~~ for the use of the Public Space in the amount specified by the County Board in an approved fee schedule and as provided in §70-5.C. below.

B. *Administrative Outdoor Café License process.*

1. An Applicant for an Outdoor Café License, with the written consent of the property owner upon which an Outdoor Café is located, shall file an application with the County Manager on such forms, with such supplemental information as determined by the County Manager, and subject to such procedures as the County Manager may establish for the purpose.

2. The application shall include a plan ("Outdoor Café Plan") depicting the following:

   a. The area of the proposed Outdoor Café, with dimensions, to scale, showing the layout for the Outdoor Café area;

   b. The existing and proposed conditions in the proposed Outdoor Café area or areas adjacent thereto, including, but not limited to:

      i. The sidewalk and sidewalk width from building face to curb;

      ii. All streetscape features, including, but not limited to:

         a. the location and dimensions of tree wells;

         b. locations of lamp posts, traffic and parking signs, signal poles, trash receptacles, benches, and other sidewalk features or obstructions;

iii. The design, location, size and space of the Outdoor Café area, chairs, tables, barriers, fences, post holes, umbrellas and other facilities to be located within the Outdoor Café area;

iv. The location of County real property interests in the area of the proposed Outdoor Café area, including any historic preservation easements;

v. The deed book and page number or instrument number whereby the County real property interests were created;

vi. Any applicable special districts created by the County;

vii. Whether any of the proposed features of the Outdoor Café area are permanently affixed to the ground or moveable, including, if applicable, whether any fences or barriers are affixed to the ground in any manner, and if so, whether upon removal, any areas where the fences or barriers are affixed may be capped flush with the Public Space; and

viii. Such additional information as the County Manager shall require.

3. The County Manager shall review the application with appropriate County staff to determine, among other things, whether the proposed Outdoor Café establishment, and any encroachment into the Public Space, will be reasonable, appropriate to the location, and promote pedestrian and retail friendly vitality and that there is adequate space remaining within the Public Space to facilitate safe circulation of pedestrian traffic.

4. The County Manager may approve, approve with conditions, or deny the application. The approved Outdoor Café License shall be posted at the restaurant premises, and the approved Outdoor Café Plan shall be available on site at all times.

5. No material change to the approved Outdoor Café Plan shall be made without prior written approval by the County Manager and a new or amended Outdoor Café license.

6. The Outdoor Café License shall be valid only through June 30 of the following calendar year and shall thereafter be renewed on an annual basis. The applicant must comply with the requirements of this Chapter which pertain to all encroachments.

7. The Applicant and Owner shall be bound by the conditions of an Outdoor Café License and the requirements of this Chapter. Failure to comply with the conditions and requirements of this Chapter may result in termination or revocation of an Outdoor Café License.

C. *License Fees for Outdoor Cafés*. In addition to the Outdoor Café License application fee required by **§** 70-3.B. above, an annual license fee, established per **§** 70-6., below, shall be paid annually for each Outdoor Café License. The ~~annual Outdoor Café license fee~~ Annual Fee shall be due and payable on or before July 1 of each year, commencing on July 1 following the approval of the Outdoor Café License. Following initial approval, if the Outdoor Café License has not been renewed due to failure of the License Holder to pay the Annual Fee or to provide a current certificate of insurance or other required documentation on or before July 1 of each year, then a reinstatement fee ("*Reinstatement Fee*"), in addition to the Annual Fee, shall be paid to reinstate the Outdoor Café License. All amendments to previously issued Outdoor Café Licenses for purposes of revising the outdoor café area or seating plan shall require payment of an additional Application Fee in addition to the Annual Fee.

D. *Not transferrable.* An Outdoor Café License issued under this Chapter is not transferrable to a License Holder different from the License Holder to whom the License is issued and will require completion of a new application, including submittal of all required documents, and payment of the Application Fee.

E. *Standards for Outdoor Café.* In addition to all applicable County, state and federal laws and regulations, all Outdoor Cafés shall:

1. Meet the applicable requirements of the Zoning Ordinance, the Building Code and any applicable use permit or certificate of occupancy issued by the County.

2. Provide adequate pedestrian traffic areas and emergency access around Outdoor Café areas as determined by the Zoning Administrator or Building Official.

3. Be kept sanitary, neat and clean at all times and free from accumulation of food, litter, snow, ice and other potentially dangerous or unsanitary matter.

4. Unless otherwise permitted by this Chapter, not include tents or awnings within the Outdoor Café area. Table umbrellas are permitted if the umbrellas are completely contained within the Outdoor Café area, even when fully extended, as long as the lowest dimension of the umbrellas maintains a minimum vertical clearance of six feet (6'), eight inches (8") above the sidewalk to allow for patron and server circulation.

5. Unless otherwise permitted by the Zoning Ordinance, not include signs within the Outdoor Café area.

6. Include only improvements (including, furnishings and equipment that are designed and constructed so they are readily removeable without damage to the surface of the Public Space.

7. Not include holes placed within the Public Space surfaces, except that fences and barriers within, but surrounding the approved Outdoor Café area, may be affixed to the surface of the Public Space so long as such fences and barriers are removable and when removed the holes are filled or capped and the area of the Public Space is level and flush.

F. *Additional Requirements for Outdoor Cafés.*

1. Upon discontinuance, revocation, expiration or other termination of a License, all fencing or barriers shall be removed and any holes in the Public Space shall be filled or capped.

2. The County Manager may, on a case-by-case basis, require adjustments to the layout, dimensions, or distance from the property line of any Outdoor Café area.

3. The Applicant shall comply with such additional reasonable terms as the County Manager may include in the License.

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§ 70-6. Outdoor Café Licensing Fees

The cost of the Outdoor Café Licensing, including the cost of review and approval of Outdoor Café Plans and ~~an~~ the Outdoor Café Application Fee ~~license fee~~, shall be non-refundable. The Annual Fee ~~Outdoor Café license fee~~ shall be paid by the Owner/Applicant/License Holder in accordance with the Arlington County Outdoor Café License Fee Schedule adopted annually by the County Board.

#9 – Board Report

#9 – Item Attachment – ATTACHMENT 1 – ORDINANCE AMENDING CHAPTER 70 OF THE ARLINGTON COUNTY CODE

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10. Ordinance to amend and reenact a noncodified ordinance titled "Amendment and Reenactment of a Non-Codified Ordinance Revising the Passenger Fare Schedule for the Arlington Transit ("ART") Transportation System and the Specialized Transit for Arlington Residents ("STAR") Program," to become effective on July 1, 2026" to add a one-way base fare for Metro Lift participants using a SmarTrip card which contains the Metro Lift pass product.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted an amendment and reenacted a noncodified ordinance titled "Amendment and Reenactment of a Non-Codified Ordinance Revising the Passenger Fare Schedule for the Arlington Transit ("ART") Transportation System and the Specialized Transit for Arlington Residents ("STAR") Program, to Become Effective on July 1, 2026" to add a one-way base fare for Metro Lift participants using a SmarTrip card which contains the Metro Lift pass product.

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:

ARLINGTON COUNTY, VIRGINIA

Attachment A

AMENDMENT AND REENACTMENT OF A NON-CODIFIED ORDINANCE REVISING THE PASSENGER FARE SCHEDULE FOR THE ARLINGTON TRANSIT ("ART") TRANSPORTATION SYSTEM AND THE SPECIALIZED TRANSIT FOR ARLINGTON RESIDENTS ("STAR") PROGRAM, TO BECOME EFFECTIVE ON JULY 1, ~~2024~~ 2026

I. BE IT ORDAINED by the County Board of Arlington County, Virginia, that the following non-codified ordinance is amended and reenacted to revise the passenger fare schedule for the Arlington Transit ("ART") Transportation System and the Specialized Transit For Arlington Residents ("STAR") Program, to become effective on July 1, ~~2024,~~ 2026,:

ARLINGTON TRANSIT ("ART")
PASSENGER FARE SCHEDULE

One-way base fare-cash/token and SmarTrip Card $2.25

One-way discounted fare with a SmarTrip Card after transferring from Metrorail 0.00

One-way base fare upon presentation of valid Virginia Hospital Center-Arlington employees with hospital ID..... Free

One-way base fare for senior citizens and persons with disabilities, upon presentation of valid WMATA ID or Medicare card $1.10

One-way base fare for persons with disabilities and their personal care attendant, upon presentation of a valid WMATA MetroAccess card $0.00

One-way base fare for students with a valid Arlington school ID $1.10

One-way base fare for students with valid iRide SmarTrip card..... $0.00

One-way base fare for Metro Lift participants using a SmarTrip card which contains the Metro Lift pass product..... $1.10

SPECIALIZED TRANSIT FOR ARLINGTON RESIDENTS ("STAR")
PASSENGER FARE SCHEDULE

Zone 1..... $4.50
Zone 2..... $6.20

Zone 3..... $10.70

II. The remaining portions of the Non-Codified Ordinance Amending and Reenacting A Passenger Fare Schedule for the Arlington Transit ("ART") Transportation System effective on July 1, 2024 with respect to ART fares and STAR fares, not amended hereby shall remain in effect as previously enacted.

#10 – Board Report

#10 – Item Attachment – ATTACHMENT A – ORDINANCE

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11. Amendment of the Ordinance on Precincts and Polling Places and the Ordinance to establish Voter Satellite Offices for absentee voting in person.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance (attached to the staff report) to approve amendments to precincts and polling places and voter satellite offices for absentee voting in person with the new polling location at St. Peter's Episcopal Church, 4250 N. Glebe Road, to replace the Madison Community Center location, 3829 N. Stafford St., and the new satellite absentee early voting in person location at Langston Brown Community Center, 2121 N. Culpepper St., to replace the Madison Community Center location.

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:

Attachment A

AN ORDINANCE WITH AN EFFECTIVE DATE OF JUNE 1, 2026, TO ESTABLISH CENTRAL ABSENTEE VOTER ELECTION PRECINCT IN OFFICE OF GENERAL REGISTRAR, AND TO ESTABLISH BOUNDARIES OF VOTING PRECINCTS AND POLLING PLACE LOCATIONS

BE IT ORDAINED that, as originally advertised by on March 14, 2026, approval is granted to amend on June 1, 2026, by the County Board of Arlington, Virginia, the Ordinance to Establish Central Absentee Voter Election Precinct in Office of General Registrar, and the Ordinance to Establish Boundaries of Voting Precincts and Polling Place Locations as follows:

ORDINANCE TO ESTABLISH CENTRAL ABSENTEE VOTER ELECTION PRECINCT IN OFFICE OF GENERAL REGISTRAR, AND TO ESTABLISH BOUNDARIES OF VOTING PRECINCTS AND POLLING PLACE LOCATIONS

1. Pursuant to Chapter 3, Article 3 of Title 24.2, Elections, of the Code of Virginia, the boundaries of voter election precincts and polling place locations, are as follows:

135 – PRECINCT 135

Beginning at the intersection of the centerlines of North Glebe Road and Rock Spring Road; thence in a northerly direction with the centerline of North Glebe Road to its intersection with the centerline of North Albemarle Street; thence in a northwesterly direction with the centerline of North Albemarle Street to its intersection with the Arlington County Boundary line; thence in a northeasterly direction with the Arlington County Boundary line to the Potomac River (Arlington County Boundary); thence in a southwesterly direction with the Potomac River (Arlington County Boundary) to its intersection with centerline of North Glebe Road; thence in a southerly direction with the centerline of North Glebe Road to its intersection with the centerline of Old North Glebe Road; thence in a southeasterly direction with the centerline of North Old Glebe Road to its intersection with the centerline of Military Road; thence in a southerly direction with centerline of Military Road to its intersection with the northwest boundary of the Washington Golf and Country Club; thence in a westerly and southerly direction with the boundary of the Washington Golf and Country to its intersection with the centerline of Rock Spring Road; thence in a northwesterly

and westerly direction with the centerline of Rock Spring Road to its intersection with the centerline of North Glebe Road, the point of beginning. The polling place is the ~~Madison Community Center, 3829 North Stafford Street~~ St. Peter's Episcopal Church, 4250 N. Glebe Rd, Arlington, Virginia 22207.

ORDINANCE TO ESTABLISH VOTER SATELLITE OFFICES FOR ABSENTEE VOTING IN PERSON

1. Pursuant to §24.2-701.2 of the Code of Virginia, there is hereby established voting satellite offices at the following premises known as 2100 Clarendon Boulevard, Arlington, Virginia 22201; ~~Madison Community Center, 3829 N Stafford Street, Arlington, Virginia 22207~~ Langston Brown Community Center, 2121 N. Culpepper St., Arlington, Virginia 22207; Walter Reed Community Center, 2909 16th St. S., Arlington, Virginia 22204; for the purpose of absentee voting in person within Arlington County, Virginia.

#11 – Board Report

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- **Capital Projects**

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12. Amended Project Coordination Agreement (PCA) between the Washington Metropolitan Area Transit Authority (WMATA) and the Arlington County Board for the Crystal City Metrorail Station East Entrance Project.

On the Consent Agenda vote, the County Board approved:

(1) Approved the amended Project Coordination Agreement (PCA, attached to the staff report) for the Crystal City Metrorail Station East Entrance Project Final Design and Construction ("Project") to allow WMATA to fund future requested changes to the project ("Amendment 1").

(2) Approved the amended Project Coordination Agreement (PCA, attached to the staff report) for the Crystal City Metrorail Station East Entrance Project Final Design and Construction ("Project") to allow WMATA to fund changes to the project in the amount of $2,089,071 ("Amendment 2"). In addition, the County Board

(3) Authorized the County Manager or his designee to execute Agreement 1 and Agreement 2, (both attached to the staff report) and all related documents necessary for the execution of Agreement 1 and Agreement 2, subject to approval as to form for 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.

#12 – Board Report

#12 – Item Attachment – GENEREAL SCOPE CHANGE AMENDMENT 1

#12 – Item Attachment – KIOSK ELIMINATION AMENDMENT 2

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13. Award of contract to the Matthews Group Inc. for the renovation of Courtroom 10C on the 10th floor at the Arlington General District Court, 1425 N. Courthouse Road Arlington, Va.

On the Consent Agenda vote, the County Board approved the award of the contract resulting from Invitation to Bid No. N1310 between the Arlington County Board and the Matthews Group Inc. to provide construction services for building renovations to Courtroom 10C on the 10th floor for Arlington General District Court in the amount of $1,073,341 plus a

construction contingency of 30%, or $322,000, for a total contract authorization of $1,395,341. In addition, the County Board authorized the Purchasing Agent to execute the Contract, 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.

#13 – Board Report

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14. Award of contract to the Matthews Group Inc to provide construction services for the Central Library Plaza Repairs and Waterproofing Project at 1015 N. Quincy Street, Arlington, Va.

On the Consent Agenda vote, the County Board approved the award of the contract resulting from Invitation to Bid (ITB) No. N1341,4 between the Arlington County Board and The Matthews Group Inc to provide construction services for the Central Library Plaza Repairs and Waterproofing Project, located at 1015 N. Quincy St., in the amount of $1,556,021.00 plus a 15% contingency of $233,403, for a total contract authorization of $1,789,434.00. In addition, the County Board authorized the Purchasing Agent to execute the contract, 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. This item was removed.

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

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16. Memorandum of Agreement between Arlington County and the National Innovation Quarter (National IQ), a nonprofit organization in Arlington, to support ongoing initiatives needed to establish and sustain an Innovation District in National Landing that accelerates technology.

On the Consent Agenda vote, the County Board:

(1) Approved the attached Memorandum of Agreement ("MOA", attached to the staff report) with the National Innovation Quarter to support the innovation district in National Landing that accelerates technology solutions and spurs economic growth.

(2) Authorized the County Manager or his designee to execute the MOA, subject to approval by the County Attorney. In addition, the County Board

(3) Authorized the County Manager or his designee to transfer $150,000 from the Arlington Innovation Fund (AIF) Fiscal Year 2026 budget to National IQ within 30 days of the MOA effective date to support launch activities and preliminary programming.

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

#16 – Item Attachment – FINAL DRAFT MOA WITH NIQ

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17. Green Valley Neighborhood Partnership Initiative Notice of Funding Availability awards to nonprofits.

On the Consent Agenda vote, the County Board approved the list of grantees to receive grants in the amounts indicated in Table 1 (in the staff report). In addition, the County Board authorized the County Manager or designee to sign and amend, on behalf of Arlington County Board ("Board"), the grant agreements between the Board and each grant recipient, in a form approved 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

#17 – Item Attachment – GREEN VALLEY NOFA GRANT AGREEMENT

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18. Authorization of Arlington County's Five-Year HUD Consolidated Plan for Fiscal Years 2027-2031 and FY 2027 Annual Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD) and direction to execute the FY 2027 Annual Action Plan and approve the FY 2027 Community Development Fund subrecipient agreement templates.

On the Consent Agenda vote, the County Board:

(1) Authorized and approved the Five-Year Consolidated Plan for FY 2027-2031 (Attachment #2 of the staff report) for Arlington County, which includes the Annual Action Plan for FY 2027 (Attachment #3 of the staff report)) and the Citizen Participation Plan (Attachment #4 of the staff report)), for submission to the U.S. Department of Housing and Urban Development.

(2) Authorized and directed the County Manager to execute and submit the FY 2027-2031 Consolidated Plan (Attachment #2 of the staff report)) and the FY 2027 Annual Action Plan (Attachment #3 of the staff report) for Arlington County to the U.S. Department of Housing and Urban Development by June 24, 2026, prior to final County Board approval.

(3) Authorized the County Manager to execute the federal FY 2026 HUD Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Grant Agreements, to accept CDBG and HOME funds for federal Fiscal Year 2026 (County FY 2027), subject to approval as to form by the County Attorney.

(4) Authorized the County Manager to execute the FY 2027 Community Services Block Grant (CSBG) Services Agreement with the Commonwealth of Virginia Department of Social Services to accept CSBG funds for FY 2027, subject to approval as to form by the County Attorney.

(5) Authorized the County Manager to execute, on behalf of the County Board, Standard Form FY 2027 Community Development Subrecipient/Grant Agreements (as shown in Attachment #7 of the staff report) related to the granting of certain Community Development Block Grant (CDBG), Community Services Block Grant (CSBG), Community Services Block Grant- Temporary Assistance for Needy Families (CSBG-TANF), Affordable Housing Investment Fund (AHIF) Housing Services, and General Fund grants to eligible subrecipients/grantees listed in the FY 2027 Annual Action Plan and FY 2027 Action Plan Citizen Summary (Attachment #5 of the staff report)) for Arlington County, subject to approval as to form by the County Attorney.

(6) Authorized the County Manager to execute the amended FY 2026 Community Services Block Grant (CSBG) Services Agreement with the Commonwealth of Virginia Department of Social Services to accept an additional $5,045 in CSBG funds for FY 2026 (Attachment #6 of the staff report)).

(7) Appropriated an additional $5,045 in FY 2026 state Community Services Block Grant (CSBG) funds (206.8205006.471201.ZGRNT.CCS26.0000) to the Housing and Community Development Fund

(206.8205006.593202.ZGRNT.CCS26.0000). This will bring the final FY 2026 Community Services Block Grant (CSBG) funding amount for Arlington to $183,245.

(8) Accepted an additional $70,465 in FY 2027 Community Development Block Grant (CDBG) funds (206.8205003. 477101. ZGRNT.CHM27.0000) to the Housing and Community Development Fund (206.8205004.593201.ZGRNT.CCD27.0000), based on the final allocations. This will bring the final FY 2027 CDBG funding amount for Arlington to $1,392,150.

(9) Accepted an additional $46,981 in FY 2027 HOME Investment Partnerships Program (HOME) funds (206.8205003. 477101. ZGRNT.CCD27.0000 to the Housing and Community Development Fund (206.8205004.593201.ZGRNT.CHM27.0000), based on the final allocations. This will bring the final FY 2027 HOME funding amount for Arlington to $771,439.

(10) Accepted an additional $6,663 in FY 2027 state Community Services Block Grant (CSBG) funds (206.8205006.471201.ZGRNT.CCS27.0000) to the Housing and Community Development Fund (206.8205006.593202.ZGRNT.CCS27.0000), based on the final allocations. This will bring the final FY 2027 CSBG funding amount for Arlington to $189,908.

(11) Accepted an additional $6,750 in FY 2027 state Community Services Block Grant-Temporary Assistance for Needy Families (CSBG-TANF) funds (206.8205006.461101.ZGRNT.CTNF1.0000) to the Housing and Community Development Fund (206.8205006.593201.ZGRNT.CTNF1.0000), based on the final allocations. This will bring the final FY 2027 CSBG-TANF funding amount for Arlington to $192,375.

(12) Authorized the County Manager or his designee to accept the Virginia Housing Network Capacity Support Grant of $5,000 in funding sponsorship for FY 2026 for the 2026 Tenant Summit.

(13) Appropriated $5,000 in Virginia Housing Network Capacity Support Grant funds to CPHD Housing (206.8205003.451301.ZGRNT.CVNCS.0000) as sponsorship for the Tenant Summit for FY 2026 (206.8525003593202.CVNCS.0000).

(14) Reappropriated $2,823,128 in HOME Investment Partnerships Program (HOME) funds, specifically $79,061 to 206.8205004.477101. ZGRNT.CHM24.0000 and 206.8205004.593201.ZGRNT.CHM24.0000 and $2,744,067 to 206.8205003.45101.ZGRNT. CHOME.0000 and 206.8205003.593201.ZGRNT.CHOME.0000, as a technical adjustment to previously approved FY 2024 program funding and previously received program income.

(15) Reappropriated $377,495 in Community Development Block Grant (CDBG) funds (206.8205003. 477101. ZGRNT.CCD24.0000 and 206.8205003.593201.ZGRNT.CCD24.0000), as a technical adjustment with previously approved FY 2024 program funding. In addition, the County Board

(16) De-appropriated $19,513 from CSBG (206.8205006.471201.ZGRNT.CCS25.0000 and 206.8205006.593201.ZGRNT.CCS25.0000) as a technical adjustment to align with previously approved FY 2025 program funding.

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 – ATTACHMENT 2: FY2027-2031 CONSOLIDATED PLAN HUD NARRATIVES

#18 – Item Attachment – ATTACHMENT 3: FY2027 ANNUAL ACTION PLAN HUD NARRATIVES

#18 – Item Attachment – ATTACHMENT 4: FY2027 – FY2031 COMMUNITY PARTICIPATION PLAN

#18 – Item Attachment – ATTACHMENT 5: FY227 ANNUAL ACTION PLAN CITIZEN SUMMARY

#18 – Item Attachment – ATTACHMENT 6: FY 2026 CSBG AGREEMENT MODIFICATION

#18 – Item Attachment – ATTACHMENT 7: FY2027 AHIF – CDBG – CSBG – GEN FUND SUBRECIPIENT AGREEMENT TEMPLATES

#18 – Item Attachment – ATTATCHMENT 7: FY2027 AHIF CDBG – CSBG – GEN FUND SUBRECIPIENT AGREEMENT TEMPLATES

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19. Grant amendment for the Department of Rail and Public Transportation (DRPT) Agreement 72519-19--Concessionaire Funding for the East Falls Church Metrorail Bus Bay project.

On the Consent Agenda vote, the County Board:

(1) Accepted $2,200,000 in additional funding from the I-66 Outside the Beltway Concessionaire project to provide funding through DRPT toward design and construction of the bus bays expansion project at the East Falls Church Metrorail Station.

(2) Appropriated $2,200,000 in additional I-66 Outside the Beltway Concessionaire project funding to (331.461101) to the Department of Environmental Services (DES) for the East Falls Church Metrorail Station project (331.4024003.461101.ZMA43.ED919.000). In addition, the County Board

(3) Authorized the County Manager, or his designee to execute said amendment, subject to approval of the agreement 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.

#19 – Board Report

#19 – Item Attachment – DRPT AGREEMENT 72519-19 ATTACHMENT

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20. Resident Services License Agreement with AHC, Inc. (d/b/a Affordable Homes & Communities) (AHC) for the use of certain designated areas at AHC properties by the Department of Human Services (DHS).

On the Consent Agenda vote, the County Board approved the Resident Services License Agreement ("Agreement", attached to the staff report) between AHC Inc. (d/b/a Affordable Homes & Communities) ("AHC") and the Arlington County Board concerning the right to use certain designated and dedicated areas at key AHC properties to provide eviction prevention and early intervention services. In addition, the County Board authorized the County Manager, or his designee, to execute the agreement and any subsequent amendments to (the) agreement 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.

#20 – Board Report

#20 – Item Attachment – AHC RESIDENT SERVICES LICENSE AGREEMENT

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21. Memorandum of Understanding between the County Board of Arlington County, Virginia and Medical Facilities of America XI (11) Limited Partnership, regarding Cherrydale Health & Rehabilitation Center, 3710 Langston Blvd., Arlington, Va.

On the Consent Agenda vote, the County Board approved the Memorandum of Understanding ("MOU", attached to the staff report) between the County Board of Arlington County, Virginia and Medical Facilities of America XI (11) Limited Partnership, regarding Cherrydale Health & Rehabilitation Center, 3710, Langston Blvd., Arlington, Va. (Exhibit A). In addition, the County Board authorized the County Manager or his designee to execute the MOU, subject to the approval of 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.

#21 – Board Report

#21 – Item Attachment – EXHIBIT A DRAFT MOU AMENDMENT CHERRYDALE HEALTH

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- **Acquisitions or Leases of Real Property**

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22. Deed of easements from Deya M. Banisakher and Mireya Anita Jurado to The County Board of Arlington County, Virginia, for permanent and temporary easements on portions of the property located at 412 S. Carlin Springs Road, Arlington, Va., RPC No. 21-014-048, for the Carlin Springs Road Pedestrian Safety Improvements Project.

On the Consent Agenda vote, the County Board accepted the deed of easements from Deya M. Banisakher and Mireya Anita Jurado to The County Board of Arlington County, Virginia, for permanent and temporary easements on portions of the property located at 412 S. Carlin Springs Road, Arlington, Va., RPC No. 21-014-048, for the Carlin Springs Road Pedestrian Safety Improvements Project. 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.

#22 – Board Report

#22 – Item Attachment – DEED OF EASEMENTS 412 S CARLIN SPRINGS RD

#22 – Item Attachment – VICINITY MAPS – 412 S CARLIN SPRINGS RD

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23. Deeds of easement from the owners of two properties located adjacent to the Gulf Branch Outfall – Reach 4 for permanent easements for public storm sewer purposes on portions of the properties located at 3630 N. Peary St. (RPC# 040-02-038) and 3624 N. Peary St. (RPC# 040-02-037), Arlington, Va.

On the Consent Agenda vote, the County Board approved the deeds of easement, attached (to the staff report) as Attachments 1 and 2, from Kellie Caruthers at 3630 N. Peary St. (RPC# 040-02-038) and Jaclyn and Jacob Easton at 3624 N. Peary St. (RPC# 040-02-037), granting to the County Board of Arlington County, Virginia, permanent easements for public storm sewer purposes on portions of the properties. In addition, the County Board authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept the deeds of easement, attached (to the staff report) as Attachments 1 and 2, subject to approval as to form of the deeds of easement 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.

#23 – Board Report

#23 – Item Attachment – DEED OF EASEMENT 3624 N. PEARY ST.

#23 – Item Attachment – DEED OF EASEMENT 3630 N. PEARY ST.

#23 – Item Attachment – VICINITY MAPS

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24. License agreement between the Washington Metropolitan Area Transit Authority as Licensor and the County Board of Arlington County, Virginia as Licensee for the operation of a Commuter Store at the Pentagon Metrorail Station, located at 2 S. Rotary Road, Arlington, Va. (RPC# 34-017-001).

On the Consent Agenda vote, the County Board approved the license agreement between the Washington Metropolitan Area Transit Authority as licensor and the County Board of Arlington County, Virginia as licensee for the operation of a Commuter Store at the Pentagon Metrorail Station, located at 2 S. Rotary Road, Arlington, Virginia (RPC# 34-017-001). In addition, the County Board authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee to sign the license agreement 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.

#24 – Board Report

#24 – Item Attachment – LICENSE AGREEMENT

#24 – Item Attachment – VICINITY MAPS

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25. Second amendment to (the) license agreement between the Washington Metropolitan Area Transit Authority and Ballston Metro Center, LLC as licensors and the County Board of Arlington County, Virginia as licensee for the Ballston Metrorail Station Commuter Store space located at 4230 Fairfax Drive, Arlington, Va. (RPC # 14-049-014).

On the Consent Agenda vote, the County Board approved the second amendment to (the) license agreement between the Washington Metropolitan Area Transit Authority and Ballston Metro Center, LLC as licensors and the County Board of Arlington County, Virginia as licensee for the Ballston Metrorail Station Commuter Store space. In addition, the County Board authorized the Real Estate Bureau Chief, Department of Environmental Services or his designee to sign the second amendment to (the) license agreement 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.

#25 – Board Report

#25 – Item Attachment – SECOND AMENDMENT TO LICENSE AGREEMENT

#25 – Item Attachment – VICINITY MAPS

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26. Second amendment to, and termination of, (the) deed of lease between Art Property Associates, LLC and the County Board of Arlington County, Virginia for Premises Located at 1501 Wilson Blvd., 11th Floor, Arlington, Va. (RPC # 16-033-001).

On the Consent Agenda vote, the County Board:

(1) Approved the second amendment to, and termination of, (the) deed of lease between Art Property Associates, LLC and the County Board of Arlington County, Virginia for premises located at 1501 Wilson Blvd., 11th Floor, Arlington, VA (RPC # 16-033-001).

(2) Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute the second amendment to, and termination of, (the) deed of lease and any related documents, on behalf of the County Board, subject to approval as to form by the County Attorney. In addition, the County Board authorized the County Manager or his designee to exercise the month-to-month extension option under Section 2 of the amendment and to terminate the month-to-month tenancy when appropriate.

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 – ATTACHMENTS

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- **Requests to Advertise**

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27. Request to authorize advertisement of a public hearing at the May 16, 2026, County Board Meeting to consider adoption of an ordinance with an effective date of June 1, 2026 to amend, reenact and modify Sections 14.2-7.1, 14.2-95 and 14.2-106 of the Arlington County Code relating to administration and enforcement of parking citations.

On the Consent Agenda vote, the County Board adopted a resolution (Attachment A of the staff report) to authorize advertisement of a public hearing at the May 16, 2026, County Board meeting to consider adoption of an ordinance, with an effective date of June 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), (b) Article VI (Administration and Enforcement), Section 14.2-95 (Collection of Fines for Parking Violations and Contests of Citations), and (c) Article VIII (Residential Permit Parking Program), Section 14.2-106 (Enforcement and Penalties) of the Arlington County Code to update language regarding timing of payment and collection of parking citations.

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:

Attachment A

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF A PUBLIC HEARING AT THE MAY 16, 2026 COUNTY BOARD MEETING TO CONSIDER ADOPTION OF AN ORDINANCE, WITH AN EFFECTIVE DATE OF JUNE 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), (B) ARTICLE VI (ADMINISTRATION AND ENFORCEMENT), SECTION 14.2-95 (COLLECTION OF FINES FOR PARKING VIOLATIONS AND CONTESTS OF CITATIONS), AND (C) ARTICLE VIII

(RESIDENTIAL PERMIT PARKING PROGRAM), SECTION 14.2-106 (ENFORCEMENT AND PENALTIES) OF THE ARLINGTON COUNTY CODE TO UPDATE LANGUAGE REGARDING TIMING OF PAYMENT AND COLLECTION OF PARKING CITATIONS

The County Board of Arlington County, Virginia, hereby resolves that the following item shall be advertised for a public hearing at the May 16, 2026, County Board meeting to consider the following:

Adoption of an ordinance, with an effective date of June 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), (b) Article VI (Administration and Enforcement), Section 14.2-95 (Collection of Fines for Parking Violations and Contests of Citations), and (c) Article VIII (Residential Permit Parking Program), Section 14.2-106 (Enforcement and Penalties) of the Arlington County Code to update language regarding timing of payment and collection of parking citations, as follows:

ORDINANCE, WITH AN EFFECTIVE DATE OF JUNE 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), (B) ARTICLE VI (ADMINISTRATION AND ENFORCEMENT), SECTION 14.2-95 (COLLECTION OF FINES FOR PARKING VIOLATIONS AND CONTESTS OF CITATIONS), AND (C) ARTICLE VIII (RESIDENTIAL PERMIT PARKING PROGRAM), SECTION 14.2-106 (ENFORCEMENT AND PENALTIES) OF THE ARLINGTON COUNTY CODE TO UPDATE LANGUAGE REGARDING TIMING OF PAYMENT AND COLLECTION OF PARKING CITATIONS

BE IT ORDAINED, by the County Board of Arlington County, Virginia, that, effective June 1, 2026, 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), (b) Article VI (Administration and Enforcement), Section 14.2-95 (Collection of Fines for Parking Violations and Contests of Citations), and (c) Article VIII (Residential Permit Parking Program), Section 14.2-106 (Enforcement and Penalties) of Chapter 14.2 (Motor Vehicles and Traffic) of the Arlington County Code be 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 or within thirty (30) days of the violator's appearance before the General District Court to contest the violation. If payment is not made within the thirty (30) days described in the preceding sentence, 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.

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ARTICLE VI.

ADMINISTRATION AND ENFORCEMENT

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§ 14.2-95. Collection of Fines for Parking Violations and Contests of Citations.

A. The uncontested payment of parking citation penalties shall be collected and accounted for by a private management company pursuant to contract.~~The County Treasurer shall be responsible for the collection of parking citation fines and the fees.~~

B. The owner or operator of a vehicle charged with a parking offense contained in Chapter 14.2 of the Arlington County Code ~~or in § 33.D of the Zoning Ordinance~~ shall ~~appear before the Office of the Treasurer of Arlington County during normal business hours on weekdays or at the Police Department on weekends and after normal business hours on weekdays and~~ make payment of any uncontested parking citation as directed on the citation to a private management company under contract, in accordance with the payment schedule set forth in § 14.2-7.1. ~~An owner or operator may elect to make such payment to the Treasurer by mail in lieu of a personal appearance.~~

C. Any person desiring to contest a parking citation for which no date for court appearance is specified on the citation shall register his intent to contest the violation as directed on the citation to a private management company under contract ~~to the General District Court~~ within thirty (30) days of the date the citation was issued ~~issuance~~.

Upon proper notification of a person's intention to contest a parking citation before the General District Court, a notice shall be issued by a private management company under contract which shall summon the person to appear before the General District Court on an appointed date. Signing of the notice by the person contesting the parking citation shall constitute acknowledgement of receipt of the notice. Notice of such action shall be certified in writing on an appropriate form to the General District Court.

D. The County Manager shall designate who shall be authorized to abrogate parking citations for good cause shown based on 1) clerical error, or 2) for violations of § 14.2-2.A.1-3, provided that the vehicle owner can demonstrate a) that the violation(s) had not existed for more than ninety days when the citation was issued; and b) the failure has been corrected since the issuance of the citation.

E. The County Treasurer shall collect delinquent citations by any lawful means.

* * *

ARTICLE VIII.

RESIDENTIAL PERMIT PARKING PROGRAM

* * *

§ 14.2-106. Enforcement and Penalties.

It shall be unlawful for any person to park a motor vehicle in violation of the provisions of this Section.

A. It shall be unlawful to improperly display or not display Residential Parking Zone decals/passes or not have on record the proper electronic permits/passes. Failure to properly display decals/passes or have on record the proper electronic permits/passes pursuant to the RPP Program Administrative Guidelines shall be punishable by a fine specified in Section 14.2-7.1.

B. It shall be unlawful to park in a metered space within an RPP zone without payment, displaying the proper RPP decals/passes, or registration for an electronic permit/pass in the County's RPP electronic permit system for the applicable RPP zone. Failure to provide payment, properly display decals/passes, or register for an electronic permit/pass in the County's RPP permit system shall be punishable by a fine specified in Section 14.2-7.1.

A. It shall be unlawful to stay in excess of the time limit within a space that has a public parking time restriction in an RPP zone without displaying the proper RPP program permit or registering for an electronic permit/pass in the County's RPP permit system. Failure to comply with the time-limit shall be punishable by a fine specified in Section 14.2-7.1.

D. Enforcement of Residential Parking Zone regulations shall be under the jurisdiction of the Arlington County Police Department, which shall issue citations against those persons who violate the provisions of this subsection.

E. Vehicles parked in violation of these provisions may be towed at the owner's expense.

~~F. The Arlington County Treasurer shall collect and account for all uncontested payments of parking citations under this Article; and any contest by any person of any parking citation shall be certified by the said Treasurer, in writing, on an appropriate form, to the Arlington County General District Court.~~

~~G. The Arlington County Treasurer shall enforce payment of delinquent parking citations.~~

BE IT FINALLY ORDAINED that anything not amended hereby remain as previously enacted.

#27 – Board Report

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

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28. Minutes from past County Board meetings.

On the Consent Agenda vote, the County Board approved the minutes from the FY2027 Budget Work Sessions, November & December 2025 meetings, and corrected April 17, 2021 meeting, as identified in the report (staff) attachments.

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.

#28 – Item Attachment – MINUTES FROM FY2027 BUDGET WORK SESSIONS

#28 – Item Attachment – MINUTES FROM COUNTY BOARD NOVEMBER AND DECEMBER 2025 COUNTY BOARD MEETINGS

#28 – Item Attachment – MINUTES FROM APRIL 17, 2021 COUNTY BOARD MEETING-CORRECTED

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III REGULAR HEARING ITEMS

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29. Items Associated with the 3130 Langston Blvd. (Walgreens Site) Redevelopment:

A.

1. **GLPA24-00004 General Land Use Plan Amendment to change the land use designation of the property from "Service Commercial" and "Public" to "Medium" Office-Apartment-Hotel; located at 3130 Langston Blvd. (RPC# 15-012-041).**

2. **REZN24-00004 Rezoning of the property from "C-2" Service Commercial-Community Business District to "C-O-2.5" Mixed-Use District; located at 3130 Langston Blvd. (RPC# 15-012-041).**

3. **SPLN24-00004 (SP #481) to permit the construction of a 13-story building with up to 300 residential units and 7,228 square feet of ground floor retail gross floor area, with modifications of Arlington County Zoning Ordinance standards for additional density, density exclusions, loading spaces, coverage and placement, and other modifications necessary to achieve the proposed development; located at 3130 Langston Blvd. (RPC# 15-012-041).**

B. Ordinance to vacate portions of: 1) a 24-foot public storm sewer easement; 2) a 10-foot public storm sewer easement; and 3) an easement for public sidewalk, bus stop, and utilities purposes, all on property owned by RP Langston I LLC, Located at 3130 Langston Blvd., Arlington, Va., Identified as RPC No. 15-012-041, with conditions.

After a duly advertised public hearing, at which there were speakers, a motion was made by MAUREEN COFFEY, Vice-Chair, seconded by JULIUS D. "JD" SPAIN, SR., Member, to:

1. Adopt the resolution attached to the Board report, Attachment #1, namely to approve the General Land Use Plan amendment (GLPA24-00004) to change the designation of the property from "Service Commercial" and "Public" to "Medium" Office-Apartment-Hotel, located at 3130 Langston Boulevard

2. Adopt the ordinance attached to the Board report, Attachment #2, namely to rezone (REZN24-00004) the property from "C-2" Service Commercial-Community Business District to "C-O-2.5" Mixed-Use District; located at 3130 Langston Boulevard; and,

3. Adopt the ordinance attached to the Board report, Attachment #3, namely to approve a new site plan (SPLN2400004) to permit the construction of a 13-story building with up to 300 residential units and 7,228 square feet of ground floor retail gross floor area, with modifications of Arlington County Zoning Ordinance standards for additional density, density exclusions, loading spaces, coverage and placement, and other modifications necessary to achieve the proposed development; located at 3130 Langston Boulevard.

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.

A motion was then made by MAUREEN COFFEY, Vice-Chair, seconded by JULIUS D. "JD" SPAIN, SR., Member, to:

1. Approve the ordinance attached to the Board report, namely to vacate portions of: 1) a 24' public storm sewer easement; 2) a 10' public storm sewer easement; and 3) an easement for public sidewalk, bus stop, and utilities purposes, all on property owned by RP Langston I LLC, located at 3130 Langston Blvd., Arlington, Virginia, with conditions; and,

2. Authorize the Real Estate Bureau Chief to execute, on behalf of the County Board, the Deed of Vacation and any other documents necessary to effectuate the ordinance attached to the Board report, subject to approval of all documents 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.

The adopted resolution reads as follows:

ATTACHMENT #1

RESOLUTION TO CHANGE THE LAND USE DESIGNATION FOR 3130 LANGSTON BOULEVARD (RPC # 15-012-041), FROM "SERVICE COMMERCIAL" AND "PUBLIC" TO "MEDIUM" OFFICE-APARTMENT-HOTEL FOR AN APPROXIMATELY 1.68-ACRE AREA LOCATED AT 3130 LANGSTON BOULEVARD (RPC #15-012-041)

WHEREAS, the County Board of Arlington County has been presented with a proposed amendment of the General Land Use Plan ("GLUP"), a part of the County's Comprehensive Plan, to:

2. Amend the General Land Use Plan map to change the land use designation for 3130 (RPC #'s 15-012-041), from "Service Commercial" and "Public" to "Medium" Office-Apartment-Hotel, as shown on the General Land Use Plan Amendment GLPA24-00004, 3130 Langston Boulevard (Walgreens Site) dated March 2026 attached to the County Board report for the April 18, 2026 meeting.

WHEREAS, the County staff has, pursuant to County policy, studied the area, and the County's policies and goals that apply to this area; and

WHEREAS, the proposed General Land Use Plan amendment would be consistent with the County's development and growth goals stated in the General Land Use Plan, would accomplish the harmonious

development of the County or promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants as set forth in the General Land Use Plan Booklet;

WHEREAS, the County Board adopted the Langston Boulevard Area Plan on November 11, 2023; and

WHEREAS, the County Manager has recommended that the proposed amendment be adopted; and

WHEREAS, the County Board of Arlington County held a duly advertised public hearing on the proposed amendment to the GLUP on April 18, 2026.

NOW, THEREFORE, be it resolved that, based on the aforementioned considerations, deliberations and all public comments, the County Board of Arlington County finds that the proposed GLUP amendment, GLPA24-00004 should be, and hereby is, adopted.

ATTACHMENT #2

REZONING ORDINANCE (REZN24-00004)

WHEREAS, the County Board of Arlington County ("County Board") finds that RP Langston I, LLC has requested a rezoning from "C-2" Service Commercial—Community Business District to "C-O-2.5" Mixed Use District for the property located 3130 Langston Boulevard (RPC# 15-012-041) ("Property"); and

WHEREAS, the County Board finds that the rezoning to "C-O-2.5" Mixed Use District will be consistent with the General Land Use Plan designation for the Property; and

WHEREAS, the County Board finds that the rezoning to "C-O-2.5" Mixed Use 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 "C-O-2.5" Mixed Use District at its meeting on April 6, 2026; and

WHEREAS, the County Manager recommends approval of the rezoning to "C-O-2.5" Mixed Use District; and

WHEREAS, the County Board of Arlington County held a duly advertised public hearing on the proposed rezoning on April 18, 2026.

NOW THEREFORE, BE IT ORDAINED that the Property located at 3130 Langston Boulevard (RPC# 15-012-041), shown on the Rezoning Plat (Sheet C02 of the 4.1 plans, prepared by Vika Virginia, LLC, dated August 9, 2024 revised through April 1, 2026,) as part of the 4.1 Site Plan Set, attached to this Board Report prepared for the April 18, 2026, Arlington County Board meeting is hereby rezoned from "C-2" Service Commercial—Community Business District to "C-O-2.5" Mixed Use District.

ATTACHMENT #3

SITE PLAN AMENDMENT ORDINANCE (SPLN24-00004) (SP #481)

WHEREAS, an application for a Site Plan dated August 13, 2024, for SPLN24-00004 (SP #481), was filed with the Office of the Zoning Administrator; and

WHEREAS, the Planning Commission held a duly advertised public hearing on the Site Plan on April 6, 2026, and recommended that the County Board approve it; and

WHEREAS, as indicated in the Staff Report prepared for the April 18, 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 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 on April 18, 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:

3. 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:

    - Allow additional density above 72 dwelling units per acre (ACZO §7.11, §15.5.8 and §15.5.9);
    - Exclude from density calculations 5,963 square feet of gross floor area dedicated to below-grade mechanical space and shafts venting to the roof; and
    - Reduce the residential loading spaces to 1 space (ACZO §14.3.8);
    - Reduce required front yard setback on Kirkwood Road to 32 feet (ACZO §3.2.6)
    - Other modifications necessary to achieve the proposed development project.

4. 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
5. 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 13, 2024, for SPLN24-00004 (SP #481), and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition 1 below and dated April 1, 2026, (which drawings, etc… are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan to construct a 13-story building with 300 residential units and 7,728 sf of ground floor retail GFA, with modifications of zoning ordinance requirements described above, for the parcel of real property known as RPC# 15-012-041, located at 3130 Langston Boulevard, approval is granted and the parcels so described shall be used according to the conditions of this Site Plan Ordinance provided below:

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 April 1, 2026 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 #481) and made a part of the public record on April 18, 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 April 30, 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:

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

e. 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.

f. 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 finds 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 Langston Boulevard and Kirkwood Road adjacent to the site throughout construction. However, if the ~~Developer 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 Langston Boulevard and Kirkwood Road.

3) The Developer agrees to: a) submit documentation to the Zoning Administrator that the Developer has provided each approved Construction Hauling Route Plan to the Lyon Village, Cherrydale, North Highlands, and Maywood Civic Associations 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 Lyon Village, Cherrydale, North Highlands, and Maywood Civic Associations ~~and _____ Homeowners Association~~), 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)
Intentionally Omitted.

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 Langston Boulevard Planning Area 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:

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 NC version 4 ~~or 4.1 (New Construction/Core and Shell/~~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% ~~20%~~Energy Performance Improvement Savings from LEED EA credit, "Optimize Energy Performance/Annual Energy"

- 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.
e. **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.

(h) **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 requirements:
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/hotel development:

(a) **ENERGY STAR appliances.** All of the following types of appliances, fixtures, and/or building components initially installed in the residential/hotel 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/hotel 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 __3__(#) "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) First Partial Certificate of Occupancy for Tenant Occupancy
(f) Partial Certificate of Occupancy for occupancy of the last floor of space
(g) 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.

6) **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 $_492,540.00____ [($_40_ per s.f.) x (__24,627____ 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 NC Multifamily Midrise Gold 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 least80~~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 $ 492,540.00 [($ 40 per s.f.) x (24,627 s.f. of ~~bonus~~ 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 least80~~75~~. If the ENERGY STAR score of 80~~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 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.

Virginia Department of Transportation (VDOT) approval of the Civil Engineering Plan and any other VDOT plans and permits are required in order to perform work in VDOT right-of way on Langston Boulevard (Virginia Route 29) and the Interstate I-66 off-ramp. If VDOT requests Civil Engineering Plan revisions subsequent to Civil Engineering Plan approval, the Developer agrees to submit and 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

1) 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
(2) 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

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

i. Construct approximately 1,015 linear feet of an 8" water main in Kirkwood Road from Langston Boulevard to 19th Road North. Abandon the existing 8" water main extending from 19th Road North, through the Interstate 66 off-ramp, and to the proposed fire hydrant at the southeast corner of the intersection of Langston Boulevard and the Interstate 66 off-ramp, and transfer all existing services to the new water main.

ii. N/A

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, and VDOT standards as applicable.

3) Sanitary Sewer

1) Public sanitary sewer main improvements, as listed below.

i. Construct approximately 140 linear feet of an 18" sanitary main in Kirkwood Road from manhole #10172 to a new manhole.
ii. N/A

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.

2) 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

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

i. Construct approximately 125 linear feet of a 54" storm sewer main from the existing 48" storm sewer main from the Interstate 66 off-ramp, including replacing storm junction #4677, to the existing 54" storm sewer main in Langston Boulevard at storm junction #4607.
ii. Construct approximately 25 linear feet of an 18" storm sewer main connecting from a new inlet in the Kirkwood Road median to the existing 5'x12' box culvert under Kirkwood Road.
iii. Construct approximately 20 linear feet of an 18" storm sewer main connecting from a new inlet along the site's Kirkwood Road frontage to the existing 5'x12' box culvert under Kirkwood Road.
iv. Construct new storm sewer infrastructure connecting from a new inlet along the site's Kirkwood Road frontage ultimately to storm junction #23474 along the site's Langston Boulevard frontage, including approximately 30 linear of a 24" storm sewer main connecting from the new inlet to a new 8'x8' box culvert, 220 linear feet of the new 8'x8' box culvert, and 30 linear feet of a 15" storm sewer main connecting from the box culvert to storm junction #23474.
v. Provide a $28,380 contribution to the County to cover the cost to relocate the existing or install a new flow monitoring device in Kirkwood Road, prior to approval of the first Land Disturbing Activity Permit. The contribution, if not obligated by the County to pay for relocating the existing or installing a new flow monitoring device 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. The Developer agrees to not remove or relocate the existing flow monitoring device in the Kirkwood Road median during the peak rainfall period between June 1 to August 31.

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, and VDOT standards as applicable.

5) Electric Service and Appurtenances

a. All new electric transformers and all associated appurtenances 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. Langston Boulevard – Construct a street section of approximately 92′ as shown on the civil engineering plan approved by the County Manager. Construct an Americans with Disabilities Act (ADA)-compliant curb ramp at each the southwest and southeast corners (two total ramps) of the intersection of the Interstate 66 off-ramp and Langston Boulevard and provide a new crosswalk to support the southern leg crossing. Construct an ADA-complaint curb ramp at the southwest corner of the intersection of the Interstate 66 off-ramp and Langston Boulevard to support the western leg crossing. Construct a minimum 9′4″x48′ bus stop, including a minimum 4′x12′ bus shelter, minimum 5′x8′ ADA-complaint landing pad, and a new bus stop sign.

ii. Kirkwood Road – Construct a street section of approximately 44.5′ to 50′ including an approximately 5′ to 7.5′ wide median as shown on 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, and VDOT standards as applicable.

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:

Langston Boulevard:

- *Minimum streetscape width measured from the back of curb:26.3′*
- *Minimum clear sidewalk width: 9′*
- *Tree pits/planting strip dimensions:4′ (the strip adjacent to the curb) and 6′ (the strip located between the bike lane and sidewalk) ~~and distance from back of curb: minimum eight (8) inches~~*
- *Sidewalk level bike facility: 5.5′*

Kirkwood Road:

- *Minimum streetscape width measured from the back of curb: 6′ (where adjacent to on-street parking) to 12′ (where not adjacent to on-street parking)*
- *Minimum clear sidewalk width: 6′*
- *Tree pits/planting strip dimensions: 6′ (where not adjacent to on-street parking) ~~and distance from back of curb: minimum eight (8) inches~~*

West side of the building:

- *Minimum clear sidewalk width: 5′*

East side of the building:

- *Minimum clear sidewalk width: 8′*

b. Public sidewalks designed in conformance with the Department of Environmental Services Construction Standards and Specifications Manual or subsequent standards as amended, VDOT standards as applicable, 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, except for the 5′ sidewalk listed in Condition 19.B.a above which shall be no less than five (5) feet in width, 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~~22-40 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>Interstate 66 Off-Ramp and Langston Boulevard Intersection – Relocate a pedestrian pole, including associated push button and signal, and associated appurtenances at the southeast corner of the intersection. Relocate two pedestrian poles, including associated push buttons and signals and associated appurtenances, at the southwest corner of the intersection.</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.

6) The Developer agrees that the location of ~~intake and exhaust garage ventilation~~ 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<u>, except for the 5' sidewalk listed in Condition 19.B.a above which shall be no less than five (5) feet in width</u>, 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.8.a.
- Street tree size: minimum 2 inches caliper
- Street tree spacing: 22-40 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 18-24 inches.

e. Groundcover–in 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, bus stops, traffic signal equipment, street trees or other streetscape plantings, water mains/vaults, 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. Unless otherwise deemed unnecessary by the County Attorney, for all Easement Interests, the Developer agrees to provide to the County a recent Title Report acceptable to the County Attorney documenting all liens and encumbrances on the Property. 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, ~~2016~~ 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 lockers 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.**

1) Minor adjustments to the approved façade and retail storefronts shall be submitted to and reviewed by the Zoning Administrator, who may administratively approve the change(s) upon finding that the change(s) meets the intent of the approved Site Plan and the following guidelines and characteristics:

a. **Creative design of storefront facades.** Storefront facades may vary in color, texture, material, size, scale, and signs. Both the shell building and retail business storefronts shall be designed to maximize transparency into each store consistent with paragraph F.2 below.

b. **Special architectural treatmen**t. Building materials are predominantly comprised of the following: natural stone (marble, limestone, granite, terrazzo), masonry (brick, arriscraft, stone, CMU), ceramic and quarry tile, precast concrete, metal panels, glass and glazing, and wood. Other materials of similar high quality such as green or vegetated walls or screens may be used with approval of the County Manager.

For the purposes of this subparagraph E.1), Minor adjustments shall include only the following: (i) adjustment in the location of the access points and window or door placements for the building and retail ; and (ii) changes to the materials, provided that the proposed materials are in keeping with the general intent of the approved Site Plan design; and (iii) adjustments required due to adjustments of the elements of the retail space as described in Condition #38

below. All other changes to the approved building elevations will require a Site Plan amendment.

2) Any change to the façade which does not meet the above description of minor adjustment or any structural element that requires an encroachment into County right-of-way shall require a Site Plan amendment.

3) **Temporary Retail Facades Permitted**. In order to accommodate diverse and tenant-centric storefront design, and pursuant to Façade Plan approval per this Condition #25, the developer may install temporary retail façade treatments along all or a portion of the retail façade as a temporary wood frame exterior wall sheathed with artistic renditions of storefronts, artistic designs, or other retail window expression printed on canvas or like materials. ~~until such time as a retail tenant is granted a building permit to install a permanent façade or within one (1) year of the issuance of the final Certificate of Occupancy for Tenant Occupancy for the primary use of the building, whichever comes first. All such temporary retail façade treatments shall comply with Article 13 of the Zoning Ordinance. Permanent storefront designs shall be approved as an amendment to the Façade Plan per Condition #25.E.1).~~ All such temporary retail façade treatments shall be subject to approval of an Administrative Change to the Façade Plan per Condition #25 and shall comply with Article 13 of the Zoning Ordinance and all associated elements of the Building Code, including approval of necessary building permit applications prior to installation.

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.** The Developer agrees that all retail and retail-equivalent (as defined in the Arlington Retail Plan adopted July 2015, or as may be further amended) storefronts along public rights-of-way are required to have an overall minimum transparency of 50 % between two and 21 feet including 65% between two and 10 feet above the adjacent walking surface of the arcade. The purpose of this condition is to allow pedestrians to view the activity within the retail establishment and to allow patrons and employees of the retail establishments to view the activity on the sidewalk and street. "Transparency" shall mean using glass or other transparent exterior material offering a view into an area of the retail establishment where human activity normally occurs and does not include views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like.

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 -	1.125 spaces per unit for the first 200 units, and 1.0 spaces per unit for each additional unit (to include residents, residential visitors, accessible spaces & residential building employees)
~~Residential Visitor~~	~~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 250 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)** The Developer agrees to submit to, and obtain approval from the County Manager or his/her/their designee of a Parking Management Plan prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy. The Parking Management Plan shall follow the *Guidelines and Minimum Acceptance Criteria for the Preparation and Submission of Parking Management Plans* dated February 15, 2016, or subsequent version. The Developer further agrees that the plan shall be designed to ensure that vehicle queuing for site parking shall not occur in the public right-of-way. The Zoning Administrator may approve a parking count of 98% or more of the required number of spaces, if causes beyond the control of the Developer makes compliance impractical.

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 $120,225.84 ($~~60,230~~ 71,563 x 1.68 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 ~~2021~~ 2025 Annual Average, reflecting a ~~20.46~~ 43.13% 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

b. **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)

The Developer agrees to meet the requirements of this condition prior to the issuance of the Final Building Permit. For the purposes of this condition, the term "retail" will be used to mean both retail and retail equivalent uses as defined in the Arlington County Retail Plan (2015), or as may be further amended.

A. The Developer agrees to the following for ground floor space, as shown on the plans referenced in Condition #2 above, within the Site Plan:

1) If the project is located within the Major Planning Corridors as defined in the Arlington County Retail Plan dated July 2015 (ACRP), then the Developer will market a minimum of 7,228 square feet of retail space located on the first floor of the building to uses as shown for that location in the approved ACRP or other applicable planning policy documents subsequently approved by the County Board and consistent with the standards in this Condition #38.

   If the project is located outside of the Major Planning Corridors as defined in the ACRP, then the Developer agrees to market a minimum of 7,228 square feet of retail space located on the first floor of the building to uses consistent with the listings under "Retail Definition" in the ACRP or other applicable planning policy documents subsequently adopted by the County Board, and any other uses which the Zoning Administrator may determine are of the same general character (as same general character is described in Section 15.1.7 of the Zoning Ordinance), provided that they are consistent with the standards in this Condition #38.

   The Developer agrees to submit the marketing material and/or a letter detailing the marketing efforts, and first floor plans consistent with the standards in this Condition #38 and obtain approval of such material or letter from the Director of Arlington Economic Development as having met the standards of this condition.

2) For retail space greater than 3,000 square feet, the Developer agrees to retain a retail broker and meet with AED to discuss the strategy and marketing plans for the retail space. The Final Building Permit shall not be issued until documentation has been provided to the Zoning Administrator from AED that this meeting has occurred and a retail broker retained.

3) **Standards for Ground Floor Spaces:** Ground floor spaces shall be designed and constructed to meet the Retail and Urban Design Guidelines set forth in the ACRP, as may be further amended. Exceptions are set forth as follows:

B. Changes to Ground Floor Spaces:

1) The Developer agrees that minor adjustments in the approved retail Gross Floor Area (GFA), or to details of the ground floor commercial spaces as outlined in this Condition #38, shall be submitted to and may be approved by the Zoning Administrator if she finds that such changes are minor, as defined below, and are consistent with the original Site Plan approval. For the purposes of the preceding sentence, minor adjustments shall include only the following: (i) a minor adjustment in the location of the retail along the street frontage on the ground floor; or (ii) no more than a five (5) percent change in the total amount of retail GFA, provided the total amount of GFA for the project does not increase; or (iii) a minor adjustment in the elements of the retail space as described in this Condition #38. All other changes to the approved retail will require a Site Plan amendment.

2) The Developer agrees that all ground floor spaces shown as retail on the Site Plan Drawings per Condition #2 may be utilized for retail uses and for retail equivalent uses in accordance with the recommendations of the 2015 Arlington County Retail Plan (ACRP), as may be further amended, and consistent with the permissions of the Arlington County Zoning Ordinance. Any change in the use of the retail space from retail to office or other uses inconsistent with the ACRP, as may be further amended, shall require a Site Plan amendment.

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 ACCS, 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 ACCS, 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 ACCS 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**~~

~~Carpools and Vanpools (for buildings with a minimum of 50,000 square feet of gross floor area of non-residential uses)~~

~~1) Operate a carpool/vanpool program with required elements including, at minimum:~~

~~a. Provide reserved, signed, spaces for carpools and vanpools conveniently located with~~

~~respect to main entrances/elevators serving the building.~~

~~b. Provide two-person or more carpools with a parking subsidy equal to one-half the single-occupant vehicle monthly rate.~~

~~c. Provide vanpools, as recognized by the Internal Revenue Service (IRS), with free parking.~~

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 ACCS.

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 $16,000 ($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 fulfills 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 fulfills 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 15.5.8.H and 15.5.9)[**When there are on-site rental CAF units]

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 nineteen (19) units, consisting of ten (10) one-bedroom units and nine (9) two-bedroom units ~~and _____three-bedroom units~~ in approximately 17,391gross 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 ten (10) 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 nine (9) 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:** Thirteen (13)~~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. The thirteen (13) CAF units shall be comprised of seven (7) one-bedroom CAF units and six (6) two-bedroom CAF units. Six (6) CAF Units shall have rents affordable to households at or below 80% 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 40% of the 80% 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 80% of AMI as published by HUD for the Washington, DC Metropolitan Statistical Area, adjusted for household size. The six (6) CAF units shall be comprised of three (3) one-bedroom CAF units and three (3) two-bedroom CAF units.

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 these 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.

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)

Intentionally Omitted

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)
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. Additional Affordable Housing Contribution (First Certificate of Occupancy for Tenant Occupancy)

The Developer agrees to contribute a total of $1,775,110 to the Arlington County Affordable Housing Investment Fund (AHIF) to support affordable housing initiatives as directed by the County Manager. In addition, the Developer agrees that the $1,775,110 contribution will be provided to the County according to the payment schedule provided below. The Developer shall, according to the payment schedule below, 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. Further, the Developer agrees to notify the Arlington County Zoning Administrator in writing, including documentation that such payments were provided as required by this condition immediately following submission of each installment as outlined below.

A. Installment #1: The Developer agrees to pay $887,555 to the County per the procedures stated above prior to issuance of the building's First Partial Certificate of Occupancy for Tenant Occupancy.
B. Installment #2: The Developer agrees to pay $887,555 to the County per the procedures stated above prior to issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the last floor being delivered in the building.

54. Easement for Stormwater Overland Relief (First Certificate of Occupancy)
Overland Stormwater Easement (Life of Site Plan)

A. The Developer agrees to grant an overland stormwater easement (Overland Stormwater Easement) to the County and the public at large on the area shown on the 4.1 plans sheet C-02A.1 dated August 8, 2024 revised through April 1, 2026 prepared by Vika or as otherwise approved on the civil engineering plan. The developer agrees that this Overland Stormwater Easement area is to accommodate and provide additional relief for surface stormwater which flows across the property during weather events when the existing underground stormwater drainage system may become overloaded. The Developer acknowledges that the County requests the Developer informs all residents that the Overland Stormwater Easement area should be vacated or avoided during significant or sustained heavy rain or when flooded. The Developer further agrees to post signage in and around the Overland Stormwater Easement area notifying all that the area may be subject to stormwater flooding. All fixtures and signage located in the Overland Stormwater Easement area must be shown and approved on the landscape plan and must be owned and maintained by the Developer or its successors and assigns, including any HOA. Developer agrees to indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents (collectively, "County") from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the dedication, design, construction, location, installation, care, cleaning, maintenance, access to, repair, operation and use of the Overland Stormwater Easement Area. The Overland Stormwater Easement shall state that the Developer and its successors in interest expressly waive all future claims of inverse condemnation or taking by or against the County in connection with use, dedication, operation, maintenance or flooding of the Overland Relief Area. The Developer acknowledges that the approved Landscape Plan is approved with the functionality of the Overland Stormwater Easement in mind. The Developer further agrees that the Overland Stormwater Easement shall state that no changes to the approved Landscape Plan shall be made without the express approval of the County Manager or his designee.

55. Public Plaza and Walkway

A. **Grant Easement to County (First Partial Certificate of Occupancy for Tenant Occupancy of the First Residential Unit)**
The Developer agrees to grant a permanent public use and access easement free and clear of any liens and encumbrances, ("Public Use and Access Easement") to the County Board of Arlington County, Virginia and the public at large, providing for public use and access by pedestrians, and bicyclist, and other users and for use and access by fire, police, and other emergency services through the public space on the southwest corner and walkways on the western edge of the building as shown on the landscape plans and shown as: "Easement for Public Access Purposes to be Granted (4,300 SF)" plus "Easement for Public Access Purposes to be Granted" totaling 7,661.7 sf on Sheet C-02A.2 – Public Access Easement Exhibit, of the 4.1 Submission, dated April 1, 2026. The Public Use and Access Easement shall be approved and recorded prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy of the First Residential Unit.

B. **Construction and Landscaping (Prior to recording the public use and access easement)**
The Developer agrees to construct and landscape the areas of the Public Use and Access Easement, as shown on plans dated April 1, 2026 and made a part of the public record on April 18, 2026. Final design and installation shall be approved by the County Manager or his/her/their designee as part of the Final Landscape Plan and the Final Engineering Plan. Construction and landscaping of the Public Access Easement shall be completed prior to the granting of the Public Use and Access Easement.

C. The Developer agrees that the Public Use and Access Easement shall be granted by deed, in a form acceptable to the County Attorney and in substance acceptable to the County Manager and shall be recorded among the land records of the Clerk of the Circuit Court of Arlington County. Among other things, the Public Use and Access Easement shall include, as applicable, the consent and subordination of any lien, mortgage or deed of trust and the consent and subordination of all parties and entities having any priority property interest, in any portion of the Public Use and Access Easement area(s).

D. The Developer agrees it shall be responsible for, and the Public Use and Access Easement shall include, a provision stating, that the Developer shall, at its sole cost and expense, provide for the continued care, maintenance, repair, and replacement, including, but not limited to snow and ice removal, of all the areas within the Public Use and Access Easement and all facilities and improvements, including, but not limited to, landscaping, fountains, water features, benches, fixed seating, tables, banners and signage (if approved pursuant to ACZO), hardscape, pavement, lighting, art work, trash and recycling receptacles, stairways, bicycles racks, landscaping and any other structural or decorative features located within the area of the Public Use and Access Easement.

E. In addition to the above requirements, the Developer agrees that the Public Use and Access Easement shall include the following requirements:
   a. The Developer, and its successors and assigns, shall remain the owner of all structures, facilities and features located within or on the Public Use and Access Easement area.
   b. A provision indemnifying and holding harmless the County Board, its elected and appointed officials, employees and agents from all liability, claims, damages, cost and expenses of whatever nature concerning or arising out of the construction, maintenance, repair, replacement, removal and regulation of the area of the Public Use and Access Easement and the facilities and improvements therein; provided, however, that such indemnification shall not be required for any damages arising from the direct sole gross negligence of the County.
   c. The Developer may temporarily limit access to the Public Use and Access Easement area, except for fire, police and other emergency personnel, (i) in order to conduct emergency repairs or (ii) in order to address conditions causing an immediate risk to health or safety of the public.
   d. The Public Use and Access Easement area shall remain open 24 hours a day, seven days a week, for use by fire, police and other emergency personnel.
   e. In addition to the above, the Public Use and Access Easement area shall remain open at all times to pedestrians and bicycle users, except during temporary, limited times, as approved by the County Manager, or his designee, for the Developer to complete normal maintenance or repairs or undertake other safety related activities.

f. The Developer shall provide appropriate signage in accordance with the Public Spaces Master Plan (PSMP), the Arlington County Zoning Ordinance (ACZO), and other applicable County standards and policies.

F. **Public Use and Access Easement Naming and Address.**
The Developer agrees that the permanent name for the Public Use and Access Easement area shall be designated in accordance with the Arlington County Policy for Naming and Renaming of County Facilities and Parks adopted by the Arlington County Board on July 10, 1999, or the then-current Arlington County Park Naming Policy ("Naming Policy"). The Developer will propose names for the public space within the Public Use and Access Easement in accordance with the Naming Policy and shall be completed prior to starting construction of the public space encumbered by the Public Use and Access Easement. The Developer agrees to assign a permanent address for the Public Use and Access Easement area in accordance with the applicable Arlington County policies and procedures.

56. Resource Protection Area
The Developer agrees to comply with the conditions approved by the Chesapeake Bay Ordinance Review Committee (CBORC) at their March 17, 2026 hearing and documented in the approval letter (attached along with this site plan) granting an exception to the Chesapeake Bay Preservation Ordinance (CBPO) to a new encroachment within the Resource Protection Area (RPA). Specifically, the project will implement a stormwater management plan providing a minimum total phosphorus load reduction of 0.49 lbs/yr and a landscape plan providing at least 8 trees in the Resource Protection Area.

Attachment A
In-Building First Responder Network Definitions and Testing Protocol

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). 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.

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.

#29(A) – Board Report

#29(A) – Item Attachment – C2E2 LETTER

#29(A) – Item Attachment – JOINT CIVIC ASSOCIATION LETTER

#29(A) – Item Attachment – PRC LETTER

#29(A) – Item Attachment – FNRC LETTER

#29(A) – Item Attachment – JOINT CIVIC ASSOCIATION LETTER 4.6

#29(A) – Item Attachment – GLUP MAP

#29(A) – Item Attachment – REZONING MAP

#29(A) – Item Attachment – LOCATION MAP

#29(A) – Item Attachment – 4.1 DRAWINGS/PLANS LINKS

#29(A) – Item Attachment – LETTERS FROM PLANNING, HOUSING & TRANSPORTATION COMMISSIONS

#29(A) – Item Attachment – STAFF PRESENTATION

#29(B) – Board Report

#29(B) – Item Attachment – ATTACHMENT 2 – VACATION PLAT

#29(B) – Item Attachment – ATTACHMENT 3 – VICINITY MAPS

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30. SPLA25-00027 Site Plan Amendment (SP #452) to construct 47 townhouse units, with modifications for lot coverage, front and side yard setbacks, and other modifications necessary to achieve the proposed development; located at 2134 N. Taylor St. (RPC #06-001-024, -025, -026, -027, -028, -029, -030, -032, -033).

After a duly advertised public hearing, at which there were speakers, a motion was made by MATT DE FERRANTI, Chair, seconded by TAKIS KARANTONIS, Member, to defer agenda item 30 to no later than the May 2026 County Board 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.

#30 – Board Report

#30 – Item Attachment – COMMUNITY CORRESPONDENCE

#30 – Item Attachment – COMMISSION LETTERS

#30 – Item Attachment – MAP

#30 – Item Attachment – 4.1 DRAWINGS – LINK

#30 – Item Attachment – LETTERS FROM THE PLANNING & TRANSPORTATION COMMISSION

#30 – 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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Adjournment

Without objection, at 12:41 PM, the April 18, 2026 Regular County Board Meeting was recessed.

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Matt de Ferranti, Chair

ARLINGTON COUNTY, VIRGINIA

ATTEST:

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Mason Kushnir, Clerk

Approved: October 17, 2026