ARLINGTON COUNTY, VIRGINIA

A County Board Regular Meeting of Arlington County, Virginia, held at the Bozman Government Center 2100 Clarendon Boulevard, Room 307 Arlington, VA 22201 thereof on June 13, 2026, at 9:30 AM

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

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

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I PUBLIC COMMENT

Brendan Dresdner spoke regarding the Arlington Economic Development Board's relationship with the Virginia Israel Advisory Board (VIAB), urging the divestment from weapons companies and cutting ties with VIAB.

Audrey Clement spoke regarding the Neighbors for Neighborhoods EHO report, highlighting concerns for the broader topic of EHO Housing in Arlington.

Sarah Dykstra spoke regarding the Arlington Parent Infant Education (PIE) program and its positive impact on her 20-month-old daughter and other children with disabilities.

Dixie Duncan spoke regarding a June 2nd car accident involving a student on South Carlin Springs Road, asking that a study be conducted to keep young people safe.

Bill Richardson spoke on behalf of the Arlington County Civic Federation, urging the County to conduct a comprehensive study of the lot coverage, height, and setbacks provisions for single family homes.

Lee Clarke spoke on behalf of the Glencarlyn Civic Association, urging the County Board to start engaging early in the site plan review for the VHC South Arlington Campus.

Armand Ciccarelli spoke on behalf of the Columbia Heights Civic Association, highlighting concerns about the Walter Reed pickleball court operating hours and the assurance made to the public during the development process.

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ANALYSIS OF CONTINGENT ACCOUNTS

The County Board received a Summary of Fiscal Year 2026 Contingent Accounts showing balances of $33,235,624 in Economic and Revenue Budget Stabilization, and $52,389,872 in the Affordable Housing Investment Fund as of June 10, 2026.

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II CONSENT ITEMS

On a motion by MATT DE FERRANTI, Chair, seconded by TAKIS KARANTONIS, Member, the County Board approved the Manager's recommendation on consent agenda items #1, and #3 - #34.

Item #2 was scheduled for a public hearing at the June 17, 2026, County Board Recessed Meeting.

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

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

1. SPLA25-00047 Site Plan Amendment to permit a permanent unenclosed patio seating area located at 3865 Wilson Blvd. (Carbonara Restaurant) (RPC #14-041-013).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the site plan amendment to permit a permanent unenclosed patio seating area, subject to all previous conditions of Site Plan #292 and new Conditions #59 and 60 of the ordinance (attached to 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 Site Plan Amendment reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA25-00047)

WHEREAS, an application for a Site Plan Amendment dated October 23, 2025, for SPLA25-00047 for an amendment to Site Plan #292, was filed with the Office of the Zoning Administrator; and

WHEREAS, Site Plan #292 was originally approved by the County Board on July 13, 1991, and amended from time to time as shown in the records of the Office of the Zoning Administrator; and

WHEREAS, as indicated in the Staff Report prepared for the June 13, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment (SPLA25-00047) subject to conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly advertised public hearing on that Site Plan Amendment (SPLA25-00047) on June 13, 2026, and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
    - **Other modifications necessary to achieve the proposed development**
- 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 designated and located that the public health, safety, and welfare will be promoted and protected.

NOW THEREFORE BE IT ODDAINED that, as originally requested by an application dated October 23, 2025, for an amendment to Site Plan #292, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records, for a Site Plan Amendment to add new Conditions #59 and 60 to allow for a pergola structure on the property, as shown in the plans entitled "Carbonara- Outdoor Patio Seating" prepared by "FORM DESIGN" dated October 23, 2025 ("Plans") and as approved by the County Board on June 13, 2026, for the parcel of real property know as RPC #14-041-013, located at 3865 Wilson Boulevard, approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on July 13, 1991, and amended from time to time as shown in the records of the Office of the Zoning Administrator, subject to all previously approved conditions for Site Plan #292, and new Conditions #59 and 60.

59. The applicant agrees to construct and implement the pergola structure consistent with the plan dated October 23, 2025, and entitled "Carbonara- Outdoor Patio Seating" prepared by FORM DESIGN and attached to the County Board report prepared for the June 13, 2026, County Board meeting. The applicant further agrees not to completely enclose the pergola which would result in an increase in the gross floor area as defined by the ACZO. The applicant also agrees to submit and obtain approval from the County Manager of an updated landscape plan before land disturbance permits and/or building permits are issued, whichever occurs first. Further, the Applicant agrees to maintain a minimum clearance of at least eight (8) feet between 1) the pergola and any of its associated outdoor café elements, and 2) fixtures within the sidewalk such as trees, light poles, benches, trash receptacles, and bicycle racks or stations. The applicant further agrees that a landscape inspection will be required before issuance of a certificate of occupancy for the outdoor cafe.

60. The applicant agrees that the operation of any outdoor café shall comply with all requirements set forth in all applicable ordinances and regulations, including by way of illustration and not limitation, those administered by the Zoning Office (including the applicable requirements listed in Section 12.9.15 for "Outdoor Cafes", as amended), the Inspection Services Division, the Community Code Enforcement Office, the Police Department, and the Fire Marshal's Office.

#1 – Board Report

#1 – Item Attachment – PLAN SHEETS

#1 – Item Attachment – LOCATION MAP

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2. Arva Motel, 2201 Arlington Blvd.

A. SPLA26-00007 Site Plan Amendment to extend the term of validity for SP #469 (Arva Motel); located at 2201 Arlington Blvd., (RPC #18-059-020).

B. Ordinance to amend and reenact an ordinance to vacate a five-foot wide public sanitary sewer easement on Lands of Arlington Boulevard, LLC, Deed Book 3953 Page 803 (RPC # 18-059-020), commonly known as 2201 Arlington Blvd., Arlington, Va., with conditions.

This item was removed from the Consent Agenda and scheduled for a public hearing at the June 17, 2026, County Board Recessed Meeting.

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3. SPLA26-00013 Site Plan Amendment (SP #187), to amend conditions related to the timing of photographic documentation of site clearance activities at Ballston One (SP #187), located at 4601 Fairfax Drive (RPC# 14-013-022).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the site plan ordinance to amend conditions related to the timing of photographic documentation of site clearance activities at Ballston One (SP #187); located at 4601 Fairfax Drive (RPC# 14-013-022).

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 (SPLA26-00013) for a Site Plan Amendment dated April 1, 2026 for Site Plan #187, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report provided to the County Board for its June 13, 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 (SPLA26-00013) subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment (SPLA26-00013) on June 13, 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 (SPLA26-00013) dated April 1, 2026 for Site Plan #187, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records for a Site Plan Amendment to amend SP #187 for the building located at 4601 Fairfax Drive (RPC# 14-013-022), approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on October 6, 1962, as shown in the records of the Office of Zoning Administration, and as amended from time to time and as amended by the Revised Site Plan Application, subject to all previously approved conditions and amended Conditions #9.A.2 and 9.A.3:

9. Photographic Record of Development (Permit with Demolition Activity 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 activity 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) **(Permit with Demolition Activity and Land Disturbing Activity Permits)** Before issuance of a Permit with Demolition Activity 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) ~~**(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) **(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 upon construction of the first floor above grade, at topping out, and during the exterior cladding phase and photos of Site Clearance: Views of cleared site facing north, south, east and west, as location permits, with adjacent buildings and streets included.

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.

#3 – Board Report

#3 – Item Attachment – LOCATION MAP SPLA26-00013

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4. SP# 375 Site Plan Amendment Review for an outdoor café within public right-of-way at Chasin' Tails restaurant; located at 2200 N. Westmoreland St. (RPC#11-011-PCA, 11-011-163).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the site plan amendment ordinance for SP #375 (attached to the staff report) subject to all previously approved conditions with removal of condition #70 to eliminate outdoor café permissions.

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 dated March 14, 2012, for Site Plan #375, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in a Staff Report prepared for the June 13, 2026, County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to all previously approved conditions and the deletion of Condition #70 as set forth below; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on June 13, 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
- 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 for a Site Plan Amendment for outdoor seating dated March 14, 2012, for an amendment to Site Plan #375, and as such application has been modified, revised, or amended (Revised Site Plan Amendment), for the parcel of real property known as RPC #11-011-PCA, 11-001-163, 2200 N. Westmoreland Street, approval is granted and the parcel so described shall be used according to the Site plan as originally approved on February 10, 2004, 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 previously approved conditions #1-69 and the deletion of Condition #70:

Outdoor Café Seating

~~70. The applicant agrees that the outdoor café seating use permitted at 2200 N. Westmoreland Street is a temporary use that has been approved for a limited one (5-year period, and not longer. During the five year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of five (5) years, on June 30, 2026, unless the County Board approves continuation of the outdoor seating before June 30, 2026, or retroactively after that date. The applicant agrees that it will cease use of the area shown on the "Outdoor Seating Plan" dated May 22, 2012, and shall convert the space to another approved use, or fully vacate the space, on or before June 30, 2026, and shall have no right to use the area shown on the "Outdoor Seating Plan" unless specific approval for that use is obtained from the County Board or the County Manager is in the process of scheduling a review by 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:~~

- ~~The applicant agrees that outdoor seating area is permitted on North Westmoreland Street and Lee Highway as shown on the "Outdoor Seating Plan" dated May 22, 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 clearance width along all sidewalks for pedestrians.~~

- ~~The applicant agrees that any use of umbrellas in the outdoor seating area shall not interfere with pedestrian movement along the sidewalk.~~

- ~~The applicant agrees that there shall be no music or audio system piped outside to the outdoor seating area at any time.~~

- ~~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.~~

- ~~The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to the outdoor seating and an onsite liaison that shall be available during the hours of the business operation to receive and respond to community concerns regarding the outdoor seating. The name and telephone number shall be submitted to the Zoning Administrator and a copy sent to the Arlington-East Falls Church Civic Association.~~

#4 – Board Report

#4 – Item Attachment – LOCATION MAP SP#375

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5. UPER24-00011 Use Permit Review for an outdoor café located within off-street parking spaces (Café Sazón); located at 4704 Columbia Pike (RPC #27-004-002).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the subject use permit for an outdoor café located within an off-street parking area, subject to the previously approved conditions and with an administrative review in three (3) months (September 2026) and a County Board review in one (1) year (June 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 renewed Use Permit reads as follows:

Previously Approved Conditions (UPER24-00011):

1. The applicant agrees that the outdoor café is permitted only from Tuesday through Thursday 8:00 a.m. through 8:00 p.m. and Friday through Sunday 8:00 a.m. through 9:00 p.m. The applicant further agrees that the outdoor café area shall be generally consistent with the plans attached to the staff report for the June 15, 2024, County Board meeting and titled Café Sazón Outdoor café, dated May 15, 2024.

2. The applicant agrees that the maximum number of seats permitted in the outdoor café shall not exceed 14 seats, or the number of seats permitted by the Certificate of Occupancy for the out café, whichever is less in cases where greater outdoor than indoor seating is requested as a specific County Board modification.

3. The applicant agrees to comply with all requirements set forth in all applicable ordinances and regulations, including, by way of illustration and not limitation, those administered by the Zoning Office, the Inspection Services Division, the Community Code Enforcement Office, the Police Department, and the Fire Marshal's Office, the Department of Environmental Services, and the Virginia Alcoholic Beverage Control Board.

4. The applicant agrees that no live entertainment or dancing are permitted in the outdoor café area at any time.

5. 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 a.m. or after 11 p.m. on Fridays and Saturdays and before 9 a.m. or after 10 p.m. on Sundays through Thursdays.

6. The applicant agrees to designate a neighborhood liaison to communicate with the nearby residents and neighbors to address concerns which may be related to the outdoor café and an onsite liaison (this may be the same person) that shall be available during the hours of the business operation to receive and respond to developer/landlord and community concerns. The name, telephone number and electronic mail address (if available) of the on-site liaison shall be submitted to the Zoning Administrator and a copy sent to the Douglas Park Civic Association, prior to the issuance of a certificate of occupancy for the outdoor café.

7. The applicant agrees to maintain at least a six (6) foot clear walkway zone along and between the outdoor café and the building. 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.

8. The applicant agrees that all fixtures 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 shall not be enclosed.

9. The applicant agrees not to remove the pavement underneath the outdoor café permitted by UPER24-00011 and to restore the parking uses to their parking use upon the termination of UPER24-00011.

10. The applicant agrees to clean the outdoor café every morning, including sweeping and disposing of any accumulated trash or litter.

#5 – Board Report

#5 – Item Attachment – LOCATION MAP UPER24-00011

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6. UPER24-00019 Use Permit Review for a parking modification at an indoor recreational use (Arlington Soccer Association); located at 140 S. Wise St. (RPC#24-005-022).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for a parking modification at an indoor recreational use (Arlington Soccer Association), subject to the previously approved conditions of the staff report with an administrative review in three (3) years (June 2029) and no further scheduled County Board review.

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

The renewed Use Permit reads as follows:

Approved Conditions (UPER24-00019):

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 site will be improved, subject to all necessary permits, in conformance with the plan titled, *Proposed Parking*, dated April 24, 2025, and approved by the County Board with this use permit on June 14, 2025.

3. **Parking Management Plan**

   The applicant agrees to submit a parking management plan to the Zoning Division, and obtain approval for such plan from the County, which will only be approved if it provides parking as shown in the plans approved by the County Board with the use permit on June 14, 2025. The applicant agrees that the parking management plan will provide appropriate signage for the use of the parking spaces. The applicant further agrees that approval of the parking management plan shall be obtained, and the new spaces will be provided prior to issuance of a certificate of occupancy for the recreational use.

4. **Transportation Demand Management Plan**

   The applicant agrees to ensure that the indoor recreational use obtains approval from the County Manager, or his/her/their designee, of a Transportation Demand Management Plan (TDMP). Such approval shall be given if the County Manager finds that the TDMP includes a schedule and description of implementation and continued operation, throughout the life of the Use Permit, of all elements outlined below under sub-sections A (Participation), B (Facilities and Improvements), C (Promotions, Services, and Policies), and D (Performance and Monitoring).

   Upon approval of the TDMP by the County Manager, the applicant agrees to ensure that the indoor recreational use implement all elements of the TDMP with assistance, when appropriate, by agencies of the County.

Unless otherwise specified, the applicant agrees that all individual elements of this TDMP shall be operational prior to issuance of the Certificate of Occupancy for the recreational use.

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**

i. Establish and maintain an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity.

ii. Designate a member of the facilities management as Transportation Coordinator (TC) to be a primary point of contact with the County and undertake the responsibility for coordinating and completing all Transportation Demand Management Plan (TDMP) obligations. The facilities management will provide, and keep current, the name and contact information of the TC to Arlington County Commuter Services (ACCS) or successor. The TC shall be appropriately trained, to the satisfaction of Arlington County Commuter Services (ACCS) or successor, to provide rideshare, transit, and other information provided by Arlington County or the Arlington County Commuter Services (ACCS) or successor intended to assist with transportation to and from the site.

b. **Facilities and Improvements**

i. Provide an information display, the number/content/design/location of which shall be approved by Arlington County Commuter Services (ACCS), to provide transportation related information to parents, staff, and visitors. The facilities management shall keep the display stocked with approved materials at all times.

c. **Promotions, Services, Policies**

i. Prepare, reproduce and distribute a welcome package, digital or hard copy, consisting of informational materials provided by Arlington County, which includes site-specific ridesharing and transit-related information, to each new employee and to the parent/guardian of each new participant of the indoor recreational facility.

ii. The applicant agrees to ensure that the operator provides, under a "transportation information" heading on the Arlington Soccer Association's website:

1. Links to the most appropriate Arlington County Commuter Services web page(s). Obtain confirmation of most appropriate link from ACCS.

2. A description of key transportation benefits and services provided at the building, pursuant to the Transportation Management Plan.

#6 – Board Report

#6 – Item Attachment – LOCATION MAP

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7. UPER24-00031 Use Permit Review for an outdoor café located within a privately owned public space (Westville) at The Crossing Clarendon development; located at 2700 Clarendon Blvd. (RPC #18-016-113).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the subject use permit for an outdoor café located within a privately owned public space, subject to the previously approved conditions and with an administrative review in three (3) years (June 2029) and a County Board Review in five (5) years (June 2031).

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

The renewed Use Permit reads as follows:

Previously Approved Conditions (UPER24-00031):

1. The applicant agrees that the outdoor café area shall be generally consistent with the plans attached to the staff report for the June 14, 2025, County Board meeting and titled Outdoor Dining Plan dated February 24, 2025, and revised, May 8, 2025.

2. The applicant agrees that the maximum number of seats permitted in the outdoor café shall not exceed 40 seats, or the number of seats permitted by the Certificate of Occupancy for the outdoor cafe, whichever is less in cases where greater outdoor than indoor seating is requested as a specific County Board modification.

3. The applicant agrees to comply with all requirements set forth in all applicable ordinances and regulations, including, by way of illustration and not limitation, those administered by the Zoning Office, the Inspection Services Division, the Community Code Enforcement Office, the Police Department, and the Fire Marshal's Office, the Department of Environmental Services, and the Virginia Alcoholic Beverage Control Board.

4. The applicant agrees that no live entertainment or dancing are permitted in the outdoor café area at any time.

5. 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 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.

6. The applicant agrees to designate a neighborhood liaison to communicate with the nearby residents and neighbors to address concerns which may be related to the outdoor café and an on - site liaison (this may be the same person) that shall be available during the hours of the business operation to receive and respond to developer/landlord and community concerns. The name, telephone number and electronic mail address (if available) of the on-site liaison shall be submitted to the Zoning Administrator and a copy sent to the Clarendon Court House Civic Association, prior to the issuance of a certificate of occupancy for the outdoor café.

7. The applicant agrees to maintain an unobstructed pedestrian clear walkway zone of at least six (6) feet in width adjacent to the outdoor café. 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.

8. The applicant agrees that all fixtures 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 shall not be enclosed.

9. The applicant agrees to obtain an outdoor café license prior to obtaining a certificate of occupancy for the outdoor cafe and operate the outdoor café in accordance with the standards specified in Arlington County Code Chapter 70: Encroachments into Public Spaces.

10. The applicant agrees that the hours of operation of the outdoor café shall not extend past the normal operating hours of the principal use restaurant it serves.

11. The applicant agrees that the outdoor café shall not be enclosed.

#7 – Board Report

#7 – Item Attachment – LOCATION MAP UPER24-00031

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- **Ordinances, Plans and Policies**

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8. Ordinance, with an effective date of July 1, 2026, to amend, reenact, and recodify Chapter 69 (Law Enforcement Community Oversight Board and Independent Policing Auditor) of the Arlington County Code to permit the County Board to appoint the Independent Policing Auditor and grant the Independent Policing Auditor and Community Oversight Board records access consistent with Virginia law.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance, with an effective date of July 1, 2026, to amend, reenact, and recodify Chapter 69 (Law Enforcement Community Oversight Board and Independent Policing Auditor) of the Arlington County Code to permit the County Board to appoint the Independent Policing Auditor and grant the Independent Policing Auditor and Community Oversight Board records access consistent with Virginia law.

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 RECODIFY CHAPTER 69 (LAW ENFORCEMENT COMMUNITY OVERSIGHT BOARD AND INDEPENDENT POLICING AUDITOR) OF THE ARLINGTON COUNTY CODE TO PERMIT THE COUNTY BOARD TO APPOINT THE INDEPENDENT POLICING AUDITOR AND GRANT THE INDEPENDENT POLICING AUDITOR AND COMMUNITY OVERSIGHT BOARD RECORDS ACCESS CONSISTENT WITH VIRGINIA LAW

BE IT ORDAINED, effective July 1, 2026, by the County Board of Arlington County, Virginia, that Chapter 69 (Law Enforcement Community Oversight Board and Independent Policing Auditor) of the Arlington County Code is amended, reenacted, and recodified as follows:

ARLINGTON COUNTY CODE

Chapter 69

LAW ENFORCEMENT COMMUNITY OVERSIGHT BOARD AND INDEPENDENT POLICING AUDITOR

Article 1. LAW ENFORCEMENT COMMUNITY OVERSIGHT BOARD

§ 69-1. Law Enforcement Community Oversight Board
§ 69-2. Oversight Board Purpose and Scope
§ 69-3. Oversight Board Member Requirements and Term of Office
§ 69-4. Conflicts of Interest and Confidentiality
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§ 69-6. Support of Oversight Board
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§ 69-9. Oversight Board Duties
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§ 69-13 Interpretation

ARTICLE I. LAW ENFORCEMENT COMMUNITY OVERSIGHT BOARD

§ 69-1. Law Enforcement Community Oversight Board

(a) There is hereby established a public body to be known as the Law Enforcement Community Oversight Board ("Oversight Board"), the purposes, duties, and authorities of which shall be as set forth herein.

(b) The Oversight Board is a public body appointed by the County Board to advise and to perform delegated functions of the County Board. It shall not be able to bring suit or to be sued in its own name, except to the extent needed to request and defend subpoenas as authorized by this Ordinance.

§ 69-2. Oversight Board Purpose and Scope

(a) Purpose: The purpose of the Oversight Board is to increase and maintain trust between and among the Arlington County Police Department, the County Board, the County Manager, and the public. The Oversight Board shall: i) provide timely, fair, and objective review and evaluation of County policing policies, practices, and procedures, and their implementation; ii) provide timely, fair and objective review of concurrent investigations by the Independent Policing Auditor and the Police Department of incidents involving the County Police Department, and the sufficiency of any resulting disciplinary actions; iii) provide meaningful assessments and corrective recommendations intended to maintain and promote non-discriminatory policing; and iv) ensure the protection of all communities through recommended actions and reform, including in the criminal justice system; and recommend strategies for effectively implementing identified reforms.

(b) Scope: The Oversight Board shall have the authority to review and recommend disciplinary actions concerning investigations completed by the County Police

Department and the Independent Policing Auditor for certain matters defined below, to evaluate policing practices, policies, procedures, and outcomes in Arlington County, to make and issue reports to the public, and to provide actionable recommendations to the County Board, the County Manager, and the County Police Department, and other public agencies regarding policing practices, policies and procedures in Arlington County. The Oversight Board is hereby authorized to perform the duties hereinafter prescribed.

(c) Procedural Memorandum of Understanding: In order to carry out its scope and authorized functions and to define in more detail the process and terms applicable thereto, the Oversight Board shall enter into a memorandum of understanding ("MOU") with the County Police Department, subject to review and approval of the County Board. The MOU shall be signed by the Oversight Board Chair, the Independent Policing Auditor, the Police Chief, and the County Manager. The MOU shall define the terms of the relationships and mutual obligations between the Oversight Board and the County Police Department. Within ninety (90) days after the initial Oversight Board members are appointed by the County Board, the MOU shall be fully executed. If a provision of the MOU conflicts with a provision of this enabling ordinance, the provision of the enabling ordinance shall govern.

(d) Budget: In order to carry out their respective duties, the Oversight Board and Office of the Independent Policing Auditor shall be provided an annual budget subject to appropriation by County Board, and shall expend the appropriated funds consistent with:

i. the responsibilities of the Oversight Board and of the Office of the Independent Policing Auditor as provided for in this ordinance;

ii. the budget and appropriation approved by County Board; and

iii. County procurement and expenditure regulations and practices.

(e) Oversight Board Reports: The Oversight Board shall produce public reports regarding the work of the Oversight Board and disseminate such reports in hard copy and online, including, but not limited to:

i. a written report to the County Board by September 1 of each fiscal year of its activities for the prior fiscal year (ending June 30) under the provisions of this chapter along with any comments and recommendations it may choose to make; and

ii. a written report after each completed investigation review which shall not include any Personally Identifiable Information, or criminal or juvenile information prohibited from being disclosed by Virginia State or Federal Law. The reports of each review by the Oversight Board shall be provided to the public with all narratives and recommendations, but will not include a copy of the investigative report prepared by the Arlington County Police Department Office of Professional Responsibility or the Independent Policing Auditor.

(f) Other Duties: Undertake such other tasks as may be reasonably necessary for the Oversight Board to effectuate its authorized duties as defined in this ordinance.

§ 69-3. Oversight Board Member Requirements and Term of Office

(a) The Oversight Board shall be composed of seven (7) voting members appointed by the County Board, which shall endeavor to create a fair, objective, independent, diverse, and representative body which shall reflect the demographic diversity of the County. The County Board will designate one of the

members as Chair.

(b) The voting members of the Oversight Board shall be residents of the County and shall demonstrate fairness, integrity and objectivity.

(c) The Oversight Board shall also have two (2) non-voting members appointed by the County Board who shall have past experience in law enforcement, but who shall not be a current employee of or an immediate family member of a current employee of a law enforcement agency and shall be at least three years honorably removed from service.

(d) No voting or non-voting member shall be a current or former County employee, a current or former County elected official, a current candidate for public office, a current employee of a law enforcement agency, or an immediate family member of any of the preceding. When used in this section, the definition of "former" means less than three (3) years separated from service.

(e) Except as to the initial Oversight Board, members shall be appointed for terms of four yearseach. Oversight Board members' terms shall be staggered. To that end, the County Board shallappoint four (4) voting members of the inaugural Oversight Board to 18-month terms and three (3) voting members to four-year terms. Initial non-voting members shall be appointedto four-year terms. An Oversight Board member may be appointed to no more than two consecutive four-year terms; however, members initially appointed to an 18-month term shall be eligible to serve two consecutive four-year terms after the conclusion of the initial18-month term.

(f) All Oversight Board members shall report directly to and may be removed by the County Board at any time in its discretion.

§ 69-4. Conflicts of Interest and Confidentiality

(a) The Oversight Board and each member shall comply with the Virginia State and Local Government Conflict of Interests Act under Virginia Code §§ 2.2-3100 et seq. and shall file the annual disclosure form specified thereunder for local officials and each Oversight Board member shall upon appointment and each year thereafter sign an acknowledgment of their obligations to preserve confidentiality as provided in this ordinance, the MOU, and policies of the Oversight Board.

(b) Except as included in the Oversight Board reports as hereafter defined and to the extent allowed under the Virginia Freedom of Information Act, each member shall maintain the confidentiality of all confidential or privileged information, including but not limited to:

i. Office of Professional Responsibility investigative files;
ii. disciplinary actions, memos, and reports that the member receives during service on the Oversight Board;
iii. statements of a police officer, or County Police Department employee, who wasrequired by the County Police Department to give a statement; and
iv. criminal investigative files~~;~~.

(c) All original records provided to the Oversight Board by the County Police Department shall remain official County Police Department records.

Any breach of confidentiality by an Oversight Board member, as determined by the County Board,shall result in removal from the Oversight Board.

§ 69-5. Quorum, Voting, and Meetings

(a) The Oversight Board shall comply with all requirements of the Virginia Freedom of Information Act pertaining to disclosure of public records and the conduct of public meetings including the requirement that all meetings shall be open to the public except under circumstances when the topic is authorized by the law to be discussed in a closed meeting.

(b) The Oversight Board, assisted by the Independent Policing Auditor, is authorized to develop and implement its own bylaws, administrative systems, and operating policies and procedures, consistent with existing Federal and State law, State regulation, and this ordinance. Such bylaws shall be subject to public notice and public hearing before adoption by the Oversight Board.

(c) The Oversight Board shall meet as often as necessary to conduct its business, but no less frequently than eleven (11) times per calendar year.

(d) The Oversight Board may take any action by motion or resolution upon an affirmative majority vote provided a quorum of at least five (5) out of seven (7) voting members must be present.

(e) The Oversight Board shall keep minutes of its Oversight Board meetings, and those minutes shall include:

i. the date, time, and location of each meeting;
ii. the members present and absent;
iii. a summary of the discussion on matters proposed, deliberated, or decided; and
iv. a record of any votes taken.

§ 69-6. Support of Oversight Board

(a) Oversight Board Staff

i. An Independent Policing Auditor shall be hired by the County Board ~~County Manager~~ as provided in § 69-11 who shall staff the Oversight Board and coordinate the Oversight Board's administrative functions. The Independent Policing Auditor shall serve at the pleasure of the County Board.

ii. The County Board may provide staff assistance to the Independent Policing Auditor that may be independent of the administrative staff of the County. ~~Independent Policing Auditor shall hire such staff as shall be necessary to conduct the assigned duties of the Oversight Board, subject to appropriation of funds therefore by the County Board. Such staff functions may be performed by consultants or full- time employees.~~

iii. The Independent Policing Auditor and any such staff shall be hired on the basis of merit and shall be paid in conformity with existing pay scales.

iv. The Oversight Board shall retain outside counsel to advise the Oversight Board from a list of attorneys recommended by the County Attorney.

(b) Other Support from the County

i. A website shall be established for the Oversight Board hosted on the County's website. The Oversight Board shall determine what is posted on

the Oversight Board's website to the extent it complies with all applicable Federal, State and local laws.

ii. All public meetings of the Oversight Board shall be videotaped and made available to the public on the County's website with the exception of any meetings or portions thereof that are closed sessions properly convened in accordance with the Virginia Freedom of Information Act.

iii. The County shall not interfere unreasonably with the Oversight Board's decisions, assisted by the Independent Policing Auditor, to post materials to or remove materials from the Oversight Board's website.

iv. The Oversight Board members shall be provided with a County email address to be used exclusively for Oversight Board-related matters.

v. The County Manager, including all County departments and staff, shall make a good faith effort to cooperate with and assist the Oversight Board, and shall comply with all reasonable Oversight Board requests or expeditiously provide a reason for rejection.

§ 69-7. Oversight Board Training

At least once every year, and prior to voting on any matter before the Board (but in no case later than six months after appointment to the Oversight Board), Oversight Board members shall participate in the following training:

(a) Aat least eight hours of training, presented by the National Association for Criminal Oversight of Law Enforcement or a comparable professional organization.

(b) Training by the applicable County staff including but not limited to the following:

i. legal and ethical obligations of members of a public body appointed by the CountyBoard;

ii. County Police Department policies and training, including but not limited to defensive tactical training, crisis intervention training, and de-escalation training;

iii. relevant privacy rules and County policies and procedures involving liability,employee discipline, and other matters related to police operations; and

iv. County Police Department and County administrative systems, processes, structuresand operations.

(c) Aat least three ride-along sessions with County Police Department patrol operations percalendar year.

(d) The County and the Independent Policing Auditor shall provide Oversight Board memberswith additional training, which shall include, but not be limited to, relevant training by subject matter experts on mental health, trauma-informed policing, civil rights and constitutional law, race and systemic racism, community organizing and outreach, mediation, investigation, and policing practices, policies, and administration.

(e) The matters listed above for required training may change through amendments to the Memorandum of Understanding provided for in § 69-2(c) or by amendment of this ordinance.

§ 69-8. Access to County Police Department Records

(a) The Oversight Board and the Independent Policing Auditor shall be provided full access to all County Police Department reports, files, and records related to the

Oversight Board's review of public complaints filed with the Oversight Board or with County Police Department within 10 (ten) business days of creation or receipt of such reports, subject to such limitations as may be imposed thereon by this Chapter and applicable laws. At the time the County Police Department provides the aforesaid reports, files, and records, it shall identify generally those records that have been withheld in accordance with the provisions of this ordinance and the MOU.

(b) Records containing confidential information such as i) information protected by law, ii) personally identifiable information, iii) information that may reveal the identity of a confidential source, iv) information that could endanger the life or physical safety of any individual, v) information that would disclose techniques, procedures, or guidelines used in criminal investigations or prosecutions that if revealed may reasonably be expected to risk the circumvention of the law, or vi) information eligible for exemption from the mandatory disclosure requirements under the Virginia Freedom of Information Act, may not be reviewed in an open meeting of the Oversight Board and such documents shall be reviewed only in a properly convened closed session of the Oversight Board in order to maintain the confidentiality of the information.

(c) The Independent Policing Auditor and the Oversight Board shall not have access to ~~juvenile records,~~ records that may reveal the identity or personally identifiable information of a confidential informant or records which the County Police Department is not legally authorized to share.

The County Police Department shall not provide records to the Oversight Board or the Independent Policing Auditor if the records requested are related to the following matters if such disclosure would compromise said matters through the revelation of the process, evidence, methods, scope or other factors in said matters, until such time as the matter is completed or a determination is made by the County Manager that the matter will not be compromised by the release of the requested documents:

i. investigative files for an active criminal investigation;
ii. files related to an active investigation by the Commonwealth Attorney, the Virginia Attorney General, ~~or~~ the United States Department of Justice, or the Northern Virginia Critical Incident Response Team;
iii. files related to an active EEOC claim involving a County Police Department officer or employee; and
iv. files related to an active Office of Human Rights investigation involving a County Police Department officer or employee.~~; and~~

§ 69-9. Oversight Board Duties

(a) [*Reserved*]
~~Oversight Board Readiness Resolution~~

~~i. Within thirty (30) days after the initial Oversight Board members are appointed by theCounty Board, the Oversight Board shall meet to establish its practices and procedures.When the Oversight Board has established its procedures, the Memorandum of Understanding required pursuant to § 69-2(c) has been executed by all parties, the Oversight Board is sufficiently staffed and all training has been completed it shall pass a resolution indicating its readiness to take on the responsibilities assigned to it in thisChapter.~~

~~ii. As soon as possible after the County Board appoints the initial Oversight Board members, the County Manager shall prepare and post advertisements for the position of Independent Policing Auditor.~~

(b) Complaint Intake

i. The Oversight Board will develop and administer a process for receiving complaints from members of the public regarding the misconduct of law enforcement officers of the County Police Department and referring complaints to the County Police Department for investigation. This process shall be separate and distinct from any existing procedures by which the County Police Department receives community complaints as specified under Virginia Code § 9.1-600.

ii. Complaints filed with the Oversight Board may be submitted using a form provided by the Oversight Board or may be submitted orally by a complainant and may be submitted anonymously. Complaints filed orally shall capture the same information included in the complaint form developed by the Oversight Board.

iii. Information about the process for filing a complaint with the Oversight Board, complaint forms, and general information about the Oversight Board and its purpose and scope shall be made available online and at the office of the Independent Policing Auditor, the County Police Department, and the County's Office of Human Rights, as well as other locations deemed effective for making such forms and information widely available.

iv. Information about the process for filing a complaint with the Oversight Board, complaint forms, and general information about the Oversight Board and its purpose and scope shall be made readily available in English, Spanish, and in any additional language as requested by an individual submitting a complaint to the Oversight Board.

(c) Oversight and Review of Completed County Police Department Investigations

i. When a complaint from a member of the public is submitted to the County Police Department, the County Police department shall notify the Oversight Board within five (5) calendar days of the complaint and give the Oversight Board the opportunity to participate in the investigation through the Independent Policing Auditor as outlined in section (ii) below. When a complaint from a member of the public is submitted to the Oversight Board, the Oversight Board shall notify the County Police Department within (5) calendar days of the complaint and allow the County Police department to investigate the complaint with the participation of the Independent Policing Auditor as outlined in section (ii) below, or independently by the County Police Department if the Independent Policing Auditor chooses not to participate in the investigation.

The investigation of any complaint, whether conducted independently by the County Police Department, or conducted concurrently by the County Police Department and the Independent Policing Auditor, shall be completed and an investigation report provided to the Oversight Board within sixty (60) days from the date the investigation is permitted to begin, subject to the limitations of provisions of § 69-8. The Oversight Board shall extend the 60-day period upon request of the Police Chief and the Independent Policing Auditor to protect an ongoing investigation,

or for other good cause, with notice to the complainant and County Board.

i. The Independent Policing Auditor may participate in all investigations of officer misconduct handled by the County Police Department resulting from a complaint from a member of the public and shall have access to records and witnesses to the same extent as the County Police Department, subject to the limitations set by §69-8. Such participation shall include collaboration with the County Police Department in the development of an investigative plan, reviewing with the County Police Department any records within the department's digital evidence management system, reviewing with the County Police Department any pertinent law enforcement records within the Department's Records Management System, observing all real-time interviews of witnesses with the County Police Department, reviewing all recorded interviews in which the Independent Policing Auditor chooses not to attend in real-time, providing feedback during the interview to be relayed to County Police Department staff conducting the interview, providing feedback to County Police Department staff in determining next steps in the investigative process, reviewing facts gained from investigation with County Police Department staff, and any other form of participation as may be contemplated in the MOU developed pursuant to §69-2(c).

For active investigations as outlined in § 69-8(c), the Independent Policing Auditor shall be limited in ~~his~~ their participation to the same extent the County Police Department is limited in its participation in such investigations. The Independent Policing Auditor may participate in the County Police Department's administrative investigation of officer misconduct performed by the County Police Department after the close of the active investigation outlined in § 69-8(c), in the same manner as all other investigations of officer conduct handled by the County Police Department as described in this section (ii).

i. Non-Concurrent Investigations

1) If, after making a good faith effort to participate with the County Police Department on a concurrent investigation as described in section (ii) above, the Independent Policing Auditor is unable to gain access to any witnesses, records, books, papers, or other evidence necessary to perform ~~his~~ their duties and the duties of the Oversight Board as provided by this ordinance, the Independent Policing Auditor may request the County Manager to require the County Police Department to produce the requested witnesses and documents. The County Manager shall not unreasonably deny such a request, but any production of witnesses or documents shall be limited by § 69-8. The County Manager shall issue a decision on the Independent Policing Auditor's request by no later than four business days following the date of that request.

2) If the County Manager denies the Independent Policing Auditor's request made pursuant to subparagraph (1) above, the Oversight Board by two-thirds vote of the Oversight Board may direct the Independent Policing Auditor, on behalf of the Oversight Board, to apply to the Arlington Circuit Court for a subpoena compelling the attendance of such witness or the production of such books, papers, and other evidence, and the Court may, upon good cause shown, cause the subpoena to be issued.

In seeking a subpoena, the Oversight Board shall: (A~~1~~) give the

County Police Department reasonable notice of its intent to subpoena such witness or records, and serve the County with a copy of the subpoena no later than service of such subpoena on the subject of the subpoena; (B2) not unreasonably withhold its agreement to limitations requested by the County Manager on the scope of the subpoena intended to protect confidential information and other information that may adversely affect pending matters related to the matters under review by the Oversight Board; (C3) digitally record any interviews or depositions, and make copies of any records obtained by subpoena;~~,~~ and (D4) provide the County Police Department with copies of any such interview/deposition recordings and document records. The Oversight Board shall delegate all its authority to subpoena and question witnesses to the Independent Policing Auditor, who shall conduct any interviews, depositions, or questioning of witnesses in a non-public forum that adequately protects the privacy of the individual being subpoenaed, the confidentiality or sensitivity of information shared or sought, and the integrity of any pending or concurrent investigation.

iv. The Oversight Board shall be informed regularly by the Independent Policing Auditor on the status of and steps taken to perform duties, including reports on the progress of a concurrent investigation.

v. The Oversight Board may review all completed investigations conducted by the County Police Department alone or conducted concurrently with the Independent Police Auditor regarding public complaints of misconduct by County Police Department law enforcement officers, whether received by the County Police Department or the Oversight Board, to ensure their thoroughness, completeness, accuracy, objectivity, impartiality~~,~~; and the sufficiency of any discipline resulting from such investigations. The Oversight Board may consider reducing the review to only a selected number of investigations or investigations of a certain nature based on criteria to be articulated by the Oversight Board and set forth in the MOU or other policies of the Oversight Board.

vi. The Oversight Board shall not conduct a review of or otherwise inquire into any matter which is the subject of ~~to~~ an active investigation as described in § 69-8(c).

vii. ~~If and only if legislative change empowers the~~ The Oversight Board may ~~to~~ meet in closed session to discuss ~~investigative and personnel records~~ criminal investigative files, audit findings, and deliberations regarding police operations related to a specific complaint before the body involving any violation or attempted violation of any offense (i) enumerated in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 of the Virginia Code; (ii) specified in Virginia Code § 18.2-361, 18.2-370, or 18.2-370.1; or (iii) involving a juvenile the records of which would not be open to public inspection pursuant to Virginia Code § 16.1-301 or 16.1-305 and to otherwise perform its duties under this Ordinance as authorized by the Virginia Code. ~~the~~

viii. The Oversight Board may also, after a 2/3 vote of a quorum of the Oversight Board, make recommendations to the County Board, the County Manager~~,~~ and the Police Chief regarding officer conduct and the sufficiency of any discipline imposed or not imposed.

ix. After receiving the report of the County Police Department or the Independent Policing Auditor and completing an investigation review, including any public hearing the Oversight Board may conduct, the

Oversight Board may make one of the following recommendations:

1) concur with all or some of the findings and determinations detailed in the County Police Department or Independent Policing Auditor Report;

2) advise the County Board, the County Manager, and the Police Chief that the County Police Department or Independent Policing Auditor findings are not supported by the information reasonably available to the County Police Department and recommend further review and consideration by the Police Chief; or

3) advise the County Board, the County Manager, and the Police Chief that, in the Oversight Board's judgment, further investigation is needed.

x. If the County Police Department declines to implement the disciplinary recommendations of the Oversight Board the Chief of Police shall, within thirty (30) days of the Oversight Board's recommendation, create a written record, which shall be made available to the Oversight Board, the County Board, the County Manager, and the public, of its rationale for declining to implement the recommendation of the Oversight Board.

~~ix~~. The Oversight Board shall complete its investigation review and provide its investigation review report and other findings within sixty (60) days of commencing its review and subject to the provisions of § 69-8. The Oversight Board may extend the 60-day period for good cause with notice to the County Manager and the Police Chief.

(d) Oversight Board Policy Recommendations and Duties

~~i~~. The Oversight Board shall have the following duties regarding review of police policy and procedure:

1) review and evaluate existing and proposed County Police Departmentadministrative directives, including all rules, policies, and procedures <u>that</u> ~~which~~ direct the operation of the County Police Department and its employees including the implementation of such directives, rules, policies and procedures;

2) review and evaluate reports issued and data collected by the County Police Department related to policing practices, policies, procedures, and outcomes;

3) receive, review, and evaluate the annual budget and expenditures of the County Police Department and make budgetary recommendations;

4) advise the <u>County Board</u> ~~County Manager~~ on the hiring and annual evaluation of the Independent Policing Auditor;

5) recommend legislation, policy changes, and other actions related to duties of the Oversight Board to the County Board, the County Manager, the County Police Department, and other public agencies;

6) conduct community outreach related to the review and reform of policing practices, policies and procedures in the County, and the work of the Oversight Board; ~~and~~

7) review and evaluate periodic reports from the Police Chief regarding implementation of recommendations made by the Oversight Board~~.~~; and

8) r~~R~~eview and provide feedback to the County Board ~~Manager~~ as to the performance of the Independent Police Auditor.

i. The Oversight Board and its members shall have no authority to directly perform any of the duties delegated to the Independent Police Auditor pursuant to this ordinance, including directly applying to the Circuit Court for a subpoena, compelling the release of documents, or questioning witnesses in an open meeting. The Oversight Board will be informed regularly by the Independent Policing Auditor on the status of and steps to perform their ~~his~~ duties.

i. The Oversight Board may recommend policies or procedures to the County Board, the County Manager, and the Police Chief concerning police practices, policies, and procedures. The Oversight Board shall present in writing its recommendations with supporting rationale to the County Board, the County Manager, and the Police Chief within thirty (30) days from the date the Oversight Board votes to make ~~adopted~~ its recommendations.

1) The Oversight Board's recommendations shall be included in any public reports issued by the Oversight Board, including hardcopy and online.

2) If the County Police Department declines to implement any changes recommended by the Oversight Board, the Chief of Police shall, within thirty (30) days of the Oversight Board's recommendation, create a written record, which shall be made available to the County Board, the County Manager, and the public, of its rationale for declining to implement the recommendation of the Oversight Board.

§ 69-10. Exclusions

(a) The Oversight Board shall not consider complaints, incidents, claims, or issues involving the following:

i. Complaints involving any incident that occurred more than two years before thefiling of the complaint with the Oversight Board or the County Police Department;
ii. Any financial management related issue; ~~or~~
iii. Any other claim outside the scope of the Oversight Board's authority as provided for by this Chapter or applicable law~~.~~; or
iv. Any matter identified in §69-8(c).

§ 69-11. Independent Policing Auditor

The County Board ~~County Manager~~ shall hire an Independent Policing Auditor~~, in consultation with the CountyBoard and the Oversight Board,~~ with the terms and conditions of such appointment set forth in a position description. The Independent Policing Auditor shall be provided office space by the County, but such office space shall not be housed in any County Police Department facility. ~~TheCounty Manager shall consult with, and receive the recommendations of, the Oversight Board as part of the County Manager's review of the Independent Policing Auditor's performance.~~
The Independent Policing Auditor shall be hired on the basis of merit and shall be paid in conformity with existing pay scales. The Independent Policing Auditor shall serve at the pleasure of the County Board.

§ 69-12 Independent Policing Auditor Duties and Responsibilities

The Independent Policing Auditor shall:

(a) provide the necessary administrative and policy support for the Oversight Board, as well as assist the Oversight Board with achieving its purpose and in carrying out its scope;

~~(b) hire and~~ supervise ~~and make employment decisions regarding~~ the Independent Policing Auditor's staff that may be provided by the County Board. Such staff shall be hired on the basis of merit and shall be paid in conformity with existing pay scales ~~in accordance with existing County Administrative Regulations and Human Resources procedures,~~ subject to the budget and appropriation of funds;

(c) be responsible for the independent review of County Police Department current or proposed policing practices, rules, policies, procedures, directives and outcomes and present findings of such reviews and any resulting recommendations to the Oversight Board;

(d) conduct investigations, or hire and supervise staff to conduct investigations, of complaints made by a member of the public regarding the conduct of County Police Department officers pursuant to §§ 69-9(c)(ii)-(iii).

(e) perform a quality assurance function with the goal of identifying systematic changes that will improve police services to the community;

(f) receive complaints from the public;

(g) create and manage a community complaint and case tracking system;

(h) provide support to the Oversight Board in its review of completed investigations by the County Police Department;

(i) provide support to the Oversight Board in its review of any disciplinary actions taken that may arise as a result of investigations conducted by the County Police Department; ~~and~~

(j) maintain the confidentiality of all records not authorized for public disclosure~~.~~; and

(k) all the powers of the Oversight Board, to the extent such powers are delegated to the Independent Policing Auditor by the Oversight Board.

§ 69-13 Interpretation

In any instance of disagreement between and among the Oversight Board, the Police Chief, the Independent Policing Auditor, or the County Manager regarding the interpretation of any provision of this Ordinance or the scope of authority delegated to the Oversight Board by the County Board, the County Board shall resolve such disagreement in consultation with the County Attorney. The County Board's decision on the interpretation of this Ordinance and the scope of authority delegated to the Oversight Board shall be final.

BE IT FURTHER ORDAINED that any provision of Chapter 69 not hereby amended shall remain in full force and effect as previously adopted.

#8 – Board Report

#8 – Item Attachment – ATTACHMENT A

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9. Ordinance to amend, reenact, and recodify Articles 3, 4, 5, 6, 7, 8, 11, 12, 14, and 18 of the Arlington County Zoning Ordinance (ACZO), to:

A. Allow electric vehicle supply equipment (EVSE) to encroach into required setbacks;

B. Allow EVSE as an accessory use in all zoning districts;

C. Establish standards for parking areas with EVSE;

D. Create and define the characteristics of an electric vehicle (EV) accommodation parking space and associated use standards; and,

E. Revise the parking space definition to include spaces used exclusively for EV charging.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the ordinance (shown as Attachment 1 of the staff report) to amend, reenact, and recodify Articles 3, 4, 5, 6, 7, 8, 11, 12, 14, and 18 of the Arlington County Zoning Ordinance (ACZO), as initiated by County Board resolution adopted on January 24, 2026, in accordance with Code of Virginia § 15.2-2286, to:

A. Allow electric vehicle supply equipment (EVSE) to encroach into required setbacks;

B. Allow EVSE as an accessory use in all zoning districts;

C. Establish standards for parking areas with EVSE;

D. Create and define the characteristics of an electric vehicle (EV) accommodation parking space and associated use standards; and,

E. Revise the parking space definition to include spaces used exclusively for EV charging.

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:

ZONING ORDINANCE AMENDMENT (ZOA-2026-03)

AN ORDINANCE TO AMEND, REENACT, AND RECODIFY ARTICLES 3, 4, 5, 6, 7, 8, 11, 12, 14, AND 18 OF THE ARLINGTON COUNTY ZONING ORDINANCE (ACZO) TO ALLOW ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) TO ENCROACH INTO REQUIRED SETBACKS; ALLOW EVSE AS AN ACCESSORY USE IN ALL ZONING DISTRICTS; ESTABLISH STANDARDS FOR PARKING AREAS WITH EVSE; CREATE

AND DEFINE THE CHARACTERISTICS OF AN ELECTRIC VEHICLE (EV) ACCOMMODATION PARKING SPACE AND ASSOCIATED USE STANDARDS; AND, REVISE THE PARKING SPACE DEFINITION TO INCLUDE SPACES USED EXCLUSIVELY FOR EV CHARGING.

WHEREAS, the County Board of Arlington County ("County Board") has been presented with a proposed amendment of Articles 3, 4, 5, 6, 7, 8, 11, 12, 14, and 18 of the ACZO to:

- Allow electric vehicle supply equipment (EVSE) to encroach into required setbacks;
- Allow EVSE as an accessory use in all zoning districts;
- Establish standards for parking areas with EVSE;
- Create and define the characteristics of an electric vehicle (EV) accommodation parking space and associated use standards;
- Revise the *parking space* definition to include spaces used exclusively for EV charging; and

WHEREAS, the County Board initiated the proposed ACZO amendment by resolution on January 24, 2026; and,

WHEREAS, the Planning Commission recommended approval of the proposed ACZO amendment on June 1/3, 2026; and,

WHEREAS, the County Manager recommends adoption of the proposed ACZO amendment; and

WHEREAS, the proposed ACZO amendment will facilitate the creation of a convenient, attractive, and harmonious community, and is required by public necessity, convenience, general welfare, and good zoning practice.

NOW, THEREFORE, BE IT ORDAINED that Articles 3, 4, 5, 6, 7, 8, 11, 12, 14, and 18 of the ACZO are hereby amended, reenacted, and recodified, as set forth in Attachment 2 of the County Board report for the June 2026 meeting. BE IT FURTHER ORDAINED that any provision of the ACZO not hereby amended shall remain in full force and effect as previously adopted.

#9 – Board Report

#9 – Item Attachment – ATTACHMENT 1

#9 – Item Attachment – ATTACHMENT 2

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10. Ordinance to amend, reenact, and recodify Chapter 14.2 (Motor Vehicles and Traffic), Article I (Motor Vehicle Code), Division 2 (Regulation of Traffic), Subdivision C (Parking and Stopping on Highway) of the Arlington County Code ("County Code"), effective on the date of approval, to include a new County Code Section 14.2-38.4 to (a) prohibit, in parking spaces clearly marked as reserved for charging plug-in electric motor vehicles, the parking of a vehicle that (i) is not a plug-in electric motor vehicle or (ii) is a plug-in electric motor vehicle that is not in the process of charging and (b) establish a civil penalty of not more than $25.00 for violations of the new County Code Section 14.2-38.4.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted an ordinance (Attachment A of the staff report) to amend, reenact, and recodify Chapter 14.2 (Motor Vehicles and Traffic), Article I (Motor Vehicle Code), Division 2 (Regulation of Traffic), Subdivision C (Parking and Stopping on Highway) of the Arlington County Code ("County Code"), effective upon adoption, to include a new County

Code Section 14.2-38.4 to (a) prohibit, in parking spaces clearly marked as reserved for charging plug-in electric vehicles, the parking of (i) non-plug-in electric vehicles or (ii) plug-in electric vehicles that are not in the process of charging and (b) establish a civil penalty of not more than $25.00 for violations of the new County Code Section 14.2-38.4.

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:

ORDINANCE TO AMEND, REENACT, AND RECODIFY CHAPTER 14.2 (MOTOR VEHICLES AND TRAFFIC), ARTICLE I (MOTOR VEHICLE CODE), DIVISION 2 (REGULATION OF TRAFFIC), SUBDIVISION C (PARKING AND STOPPING ON HIGHWAY) OF THE ARLINGTON COUNTY CODE ("COUNTY CODE"), EFFECTIVE UPON ADOPTION, TO INCLUDE A NEW COUNTY CODE SECTION 14.2-38.4 TO (A) PROHIBIT, IN PARKING SPACES CLEARLY MARKED AS RESERVED FOR CHARGING PLUG-IN ELECTRIC VEHICLES, THE PARKING OF (I) NON-PLUG-IN ELECTRIC VEHICLES OR (II) PLUG-IN ELECTRIC VEHICLES THAT ARE NOT IN THE PROCESS OF CHARGING AND (B) ESTABLISH A CIVIL PENALTY OF NOT MORE THAN $25.00 FOR VIOLATIONS OF THE NEW COUNTY CODE SECTION 14.2-38.4

BE ORDAINED, by the County Board of Arlington County, Virginia, that Chapter 14.2 (Motor Vehicles and Traffic), Article I (Motor Vehicle Code), Division 2 (Regulation of Traffic), Subdivision C (Parking and Stopping on Highway) of the Arlington County Code ("County Code") is hereby amended, reenacted, and recodified to read as follows:

ARLINGTON COUNTY CODE

Chapter 14.2

MOTOR VEHICLES AND TRAFFIC

***

Article 1. Motor Vehicle Code

***

Division 2. Regulation of Traffic

***

Subdivision C. Parking and Stopping on Highway

***

§ 14.2-38.4. Parking of Vehicles in Parking Spaces Reserved for Charging Electric Vehicles; Civil Penalties.

A. For the purposes of this section, the term "plug-in electric motor vehicle" means an on-road motor vehicle that draws propulsion using a traction battery that has at least four kilowatt hours of capacity, uses an external source of electric energy to charge

or recharge the battery, has a gross vehicle weight of not more than 14,000 pounds, and meets any applicable emissions standards.

B. It shall constitute a traffic infraction for any person to park a vehicle that (i) is not a plug-in electric motor vehicle, or (ii) is a plug-in electric motor vehicle that is not in the process of charging in a parking space adjacent to an electric vehicle charging station that is clearly marked as reserved for charging plug-in electric motor vehicles. A violation of this subsection is subject to a civil penalty of not more than $25.00.

C. No civil penalty shall be imposed pursuant to the provisions of this section unless the parking space reserved for charging plug-in electric motor vehicles has a sign that includes the following language: "PENALTY, UP TO $25." Such language may be placed on a separate sign and attached below any sign indicating that the space is reserved for charging plug-in electric motor vehicles.

D. In the prosecution of an offense established under this section, prima facie evidence that the vehicle described in the summons issued pursuant to this section was parked in violation of this section, together with proof that the defendant was at the time of such violation the owner, lessee, or renter of the vehicle, shall constitute in evidence a rebuttable presumption that such owner, lessee, or renter of the vehicle was the person who committed the violation. A violation of this section may be charged on the uniform traffic summons form.

E. A summons or parking ticket for the violation of this section may be issued by law-enforcement officers, other uniformed employees of the County, or by uniformed personnel serving under contract with the County.

BE IT FURTHER ORDAINED that all provisions of Chapter 14.2 of the County Code not otherwise amended hereby shall remain as previously enacted.

#10 – Board Report

#10 – Item Attachment – ATTACHMENT A

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11. Ordinance, effective July 1, 2026, to amend, reenact, and recodify Chapter 10 (Trash, Recycling and Care of Premises), Article I (Residential Trash, Recycling and Organics), Section 10-8 (Trash, Recyclable Materials and Yard Trimmings Collection and Disposal Charges) of the Arlington County Code to set the Household Solid Waste Rate at $439.27.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted an ordinance (Attachment A of the staff report) effective July 1, 2026, to amend, reenact, and recodify Chapter 10 (Trash, Recycling and Care of Premises), Article I (Residential Trash, Recycling and Organics), Section 10-8 (Trash, Recyclable Materials and Yard Trimmings Collection and Disposal Charges) of the Arlington County Code to set the Household Solid Waste Rate at $439.27. In addition, the County Board appropriated in Fiscal Year (FY) 2027, $622,586 in expected additional Household Solid Waste Rate (HSWR) fee revenue (101.443204) to the Department of Environmental Services (DES) (101.4042002) in order to fully budget for the expense and fees of the program.

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

The adopted Ordinance reads as follows:

ORDINANCE, EFFECTIVE JULY 1, 2026, TO AMEND, REENACT, AND RECODIFY CHAPTER 10 (TRASH, RECYCLING AND CARE OF PREMISES), ARTICLE I (RESIDENTIAL TRASH, RECYCLING AND ORGANICS), SECTION 10-8 (TRASH, RECYCLABLE MATERIALS AND YARD TRIMMINGS COLLECTION AND DISPOSAL CHARGES) OF THE ARLINGTON COUNTY CODE TO SET THE HOUSEHOLD SOLID WASTE RATE AT $439.27

BE IT ORDAINED by the County Board of Arlington County, Virginia, that, effective July 1, 2026, Chapter 10 (Trash, Recycling and Care of Premises), Article I (Residential Trash, Recycling and Organics), Section 10-8 (Trash, Recyclable Materials and Yard Trimmings Collection and Disposal Charges) of the Arlington County Code is amended, reenacted, and recodified as follows:

ARLINGTON COUNTY

CODE CHAPTER 10

TRASH, RECYCLING AND CARE OF PREMISES

* * *

Article I. Residential Trash, Recycling and Organics

* * *

§ 10-8. Trash, Recyclable Materials and Yard Trimmings Collection and Disposal Charges; Relief from Such Charges.

A. There is hereby imposed for each one-family residential dwelling, each unit of a two-family residential dwelling, each participating townhouse residential dwelling, and each participating Nonprofit Organization a~~n annual~~ Household Solid Waste Rate charge of four-hundred and ~~fifteen dollars and seventy-five cents ($415.75)~~ thirty-nine dollars and twenty-seven cents ($439.27). This ~~annual~~ charge will be billed quarterly, ~~in equal amounts,~~ for weekly service, beginning with the quarter of July 1, ~~2025~~ 2026, ~~through June 30, 2026,~~ except for Nonprofit Organizations which will be billed monthly for weekly service for Trash, Recyclable Materials, and Organics collection and disposal by Arlington County. This ~~annual~~ charge shall be assessed whether or not the dwelling is occupied.

Notwithstanding anything in this subsection, the Household Solid Waste Rate charge for one quarter of FY2027 may include a $30.00 downward adjustment.

* * *

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

#11 – Board Report

#11 – Item Attachment – ATTACHMENT A – ORDINANCE

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12. Ordinance to amend, reenact, and recodify Chapter 46 (Arlington County Employees' Supplemental Retirement System—II, "ACERS") of the Code of Arlington County, Virginia to: Amend Article VIII, Section 42 to allow Public Safety members of the Arlington County Police Department who retire after June 30, 2026 and under Article VIII, Section 41 (Service-Connected Disability Retirement) to receive a benefit of 60% of their average final

compensation until attainment of Social Security Normal Retirement Age and to receive a lifetime benefit of 66 2/3% of their average final compensation, if the member is also approved for Social Security Disability Income benefits.

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 46 (Arlington County Employees' Supplemental Retirement System--II) of the Code of Arlington County, Virginia to enhance the service-connected disability benefits for Public Safety members of the Arlington County Police Department, consistent with the recent contract negotiations with the Arlington Coalition of Police.

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 TO AMEND, REENACT, AND RECODIFY CHAPTER 46 OF THE ARLINGTON COUNTY CODE TO ALLOW PUBLIC SAFETY MEMBERS OF THE ARLINGTON COUNTY POLICE DEPARTMENT WHO RETIRE AFTER JUNE 30, 2026 AND UNDER ARTICLE VIII, SECTION 41 (SERVICE-CONNECTED DISABILITY RETIREMENT) TO RECEIVE A BENEFIT OF 60% OF THEIR AVERAGE FINAL COMPENSATION UNTIL ATTAINMENT OF SOCIAL SECURITY NORMAL RETIREMENT AGE AND TO RECEIVE A LIFETIME BENEFIT OF 66 2/3% OF THEIR AVERAGE FINAL COMPENSATION, IF THE MEMBER IS ALSO APPROVED FOR SOCIAL SECURITY DISABILITY INCOME BENEFITS.

BE IT ORDAINED by the County Board that, effective July 1, 2026, that Arlington County Code Chapter 46, Arlington County Employees' Retirement System II, § 46-42. Service-Connected Disability Allowance is amended, reenacted, and adopted as follows**:**

***

§ 46-42. Service-Connected Disability Allowance.

A. Upon retirement as provided in § 46-41, a member shall receive an annual amount equal to sixty-six and two-thirds percent (66.67%) of the member's average final compensation.

B. Upon attaining normal retirement age, the retiree's service-connected disability allowance shall be equal to sixty percent (60%) of the member's average final compensation, as used in subsection A above, for Public Safety Members or forty-five percent (45%) of the member's average final compensation for General Members.

Upon receiving Social Security benefits, but no later than age sixty-five (65), this allowance reduces to fifty-two percent (52%) of the member's final average compensation for retirees who retired as a Public Safety member in the Arlington County Sheriff's Department. ~~Public Safety Members~~.

Upon receiving Social Security benefits, this allowance reduces to fifty-two percent (52%) of the member's final average compensation for retirees who retired as a Public Safety member in the Arlington County Police Department after June 30, 2026.

C. In no event shall the service-connected disability allowance of a firefighter be an amount less than sixty-six and two-thirds percent (66.67%) of the member's average final compensation at the time of his retirement. If a firefighter is subsequently approved for Social Security Disability Income (SSDI) due to their work-related injury, their allowance

will be increased retroactively by a taxable allowance of the difference between the employee's service retirement benefit minus sixty-six and two-thirds percent (66.67%) of the member's average final compensation at the time of their retirement.

D. Subsection B shall not apply to the service-connected disability allowance of a retiree who meets all of the following requirements:

(1) was a Public Safety member of the Arlington County Police Department immediately preceding retirement, and

(2) retired after June 30, 2026, and

(3) is receiving Social Security Disability Insurance benefits as a result of their work-related injury or illness.

~~D.~~ E. Any retirement allowance received by a member pursuant to this section shall be subject to § 46-46.

BE IT FURTHER ORDAINED that any provision of Chapter 46 not hereby amended shall remain in full force and effect as previously adopted.

#12 – Board Report

#12 – Item Attachment – ACTUARIAL STUDY

#12 – Item Attachment - #3 ORDINANCE

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- **Other**

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13. Modifications to the County's Purchasing Resolution.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the proposed amendments (attached to the staff report) to the Arlington County Purchasing Resolution to be effective on July 1, 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 adopted amended Resolution Reads as follows:

Proposed Changes to the Resolution

1-105 Definitions

(1) Accessibility means alignment with federal Section 508 standards and Section 255 guidelines adopted pursuant to 29 U.S.C. § 794d and 47 U.S.C. § 255, and 28 C.F.R. § 35.200.

(2) Accessibility Conformance Report means a completed Voluntary Product Accessibility Template (VPAT) or other document indicating the conformance of a product to accessibility standards such as federal Section 508 Standards and Section 255 Guidelines adopted pursuant to 29 U.S.C. § 794d and 47 U.S.C. § 255. The Accessibility Conformance Report shall be completed by a digital accessibility subject matter expert with significant experience with product evaluation or by a qualified neutral third party.

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(19) Information and communications technology (ICT) means any website, application, or other product or service primarily intended to fulfill or enable the function of information processing and communication by electronic means, including transmission and display via the Internet.

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~~3~~)(25) Nonprofessional Services Any services not specifically identified as professional services in section 1-105 (~~20~~ 26) of this Resolution.

~~4~~)(26) Professional Services means work performed by an independent contractor within the scope of the practice of accounting, architecture, geology, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, actuarial services, or professional engineering. It also includes the services of any (i) economist procured by the State Corporation Commission and (ii) licensed investment advisor, financial advisor, or insurance broker procured by the Department of Treasury.

****

~~27~~)(29) Public Works means the operation, erection, construction, alteration, improvement, maintenance, or repair of any public facility or immovable property, owned, used, or leased by a public body, including transportation infrastructure projects. Public Works does not include work performed at a non-governmental property or facility used to provide broadband or other telecommunications services, regardless of whether such property or facility was installed under a federal, state, or local grant or other infrastructure expansion program, and regardless of whether such property or facility is held in trust or is otherwise subject to a partial federal or state interest for any period of time.

(30) Purchasing Agent means the County employee responsible for coordinating, regulating, and executing procurement activities to ensure that public purchasing is fair, lawful, cost-effective, and aligned with the best interests of the County.

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(35) Vendor Accessibility Roadmap means a document prepared and provided by the vendor highlighting the aspects and elements of the product that do not meet accessibility standards and includes the timelines for these aspects and elements to meet such accessibility standards.

Note: Subsequent numbering will be corrected accordingly.

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3-101 Conditions for Use

The County may enter into a cooperative agreement for the purpose of combining requirements to increase efficiency or reduce administrative expenses.

All cooperative contracts entered into or used by the County shall be based on procurement principles contained in this resolution.

The County may participate in or purchase goods and services through contracts awarded by other governmental bodies when it is determined by the Purchasing Agent that such use is in the best interest of the County and the contract is based on competitive principles.

The County may participate in or purchase goods and services through contracts awarded by the Metropolitan Washington Council of Governments or the Virginia Sherriff's Association even if it did not participate in the request for proposals or bid, if the request for proposals or bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies when it is determined by the Purchasing Agent that such use is in the best interest of the County and the contract is based on competitive principles, except for:

1. Contracts for architectural or engineering services; or

2. Construction. This, however, does not prohibit sole source or emergency procurements and does not apply to (i) the installation of artificial turf and track surfaces, (ii) stream restoration, (iii) stormwater management practices, ~~or~~ (iv) the installation of playground equipment, including all associated and necessary construction and maintenance, or (v) roofing maintenance, repair, restoration, and component replacement of existing facilities that do not involve modification to the structure.

The County may purchase energy conservation or operational efficiency measures under an energy performance-based contract entered into by another contracting entity even if it did not participate in the request for proposals if the request for proposals specified that the procurement was being conducted on behalf of other contracting entities.

The County may purchase services through or participate in contracts awarded by one or more utility operators which are not public bodies for utility marking services as required by the Underground Utility Damage Prevention Act (§ 56-265.14 et seq.). A purchase of services under this subsection may deviate from the procurement procedures set forth in this Resolution upon a determination made in advance by the Purchasing Agent and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, and the contract is awarded based on competitive principles.

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4-102 Competitive Negotiation

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(2) Competitive Negotiation for Professional Services

A. Conditions for Use: Contracts for professional services, as defined in section 1-105 (~~20~~26) of this Resolution, the cost of which is expected to exceed $80,000 in the aggregate or for the sum of all phases of a contract or project, shall be entered into by use of the Competitive Negotiations for Professional Services method. Services estimated to cost $80,000 or less may be procured in accordance with the procedures for Small Purchases or any other method, at the discretion of the Purchasing Agent.

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4-104 Prevailing Wages for Public Work Contracts Greater than $250,000

(1) Construction Contracts. Each contract for construction greater than $250,000 shall require that the contractor and subcontractors pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with the construction contract at or above the prevailing wage rate.

A. "Construction" means building, altering, repairing, improving, or demolishing any structure, building or highway, and any draining, excavation, grading or similar work upon real property.

B. "Prevailing Wage Rate" means the rate, amount, or level of wages, salaries, benefits, and other remuneration prevailing for the corresponding classes of mechanics, laborers, or workers employed for the same work in the same trade or occupation in the locality in which the public facility or immovable property that is the subject of construction is located, as determined by the Commissioner of Labor and Industry on the basis of surveys conducted every three years, provided that (i) in no event shall the prevailing wage rate be lower than the ~~applicable~~ prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. § ~~276~~ 3141 et seq., as amended~~.~~ and (ii) the method for determining the prevailing wage is consistent with the definition of "prevailing wage" in 29 C.F.R. §1.2 as of January 20, 2026.

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(3) Contractor Responsibilities.

A. Upon the award of any contract subject to the provisions of this Article 4-104, the contractor to whom such contract is awarded shall certify, under oath, to the Purchasing Agent and the Virginia Commissioner of Labor and Industry, the pay scale for each craft or trade employed on the project to be used by such contractor and any of the contractor's subcontractors for work to be performed under such contract. This certification shall, for each craft or trade employed on the project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third party fund, plan or program to which benefit payments will be made on behalf of employees.

B. In addition to applying the prevailing wage rates to its own employees pursuant to the terms of its contract with the County, the contractor under each such contract shall (i) include the provisions of this Article 4-104 in every subcontract so that such provisions will be binding upon each subcontractor and (ii) not hire a subcontractor that is not registered with the Commonwealth's statewide electronic procurement system to perform services under a Public Works contract. The contractor agrees to assume the obligation that the wage requirements will be observed in fulfilling the requirements of the contract. The appropriate enforcement sanctions may be invoked against the contractor and any such subcontractor in the event of such subcontractor's failure to comply with any of the provisions of this Article 4-104.

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4-108 Small Purchases

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(2) Small purchase procedures include, but are not limited to, the following provisions:

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V. All quotations solicited which are expected to exceed ~~$10,000~~15,000 shall be submitted in writing by the businesses.

VI. Purchases ~~10,000~~$15,000 or less for goods and non-professional services and purchases $80,000 or less in aggregate or sum of all phases for professional services may be made without competitive quotations.

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4-111 Unauthorized Purchases

(1) Whenever any officer or employee of the County government purchases or contracts for any supplies or contractual services contrary to the provisions of the Purchasing Manual or this resolution, such purchases or contract shall be void and shall not be considered to be an obligation of Arlington County.

(2) Any County officer or employee making or approving the original purchase contrary to the provisions of the Purchasing Manual or this resolution shall be personally liable for the costs of such purchases or contract. If the County has already made payments based on the unauthorized purchase, ~~the amount thereof may in the name of the County, be recovered by deduction from that person's compensation or, an appropriate legal action instituted.~~ the County may use any legally appropriate means to recover the funds from the officer or employee.

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4-122 Information and Communications Technology Goods and Services

A. No term or provision in any public acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable.

Any term or provision in such a public contract that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.

B. Effective April 24, 2026, all Information and Communications Technology ("ICT") purchased or upgraded for the use by the County shall comply with the Information Technology Access Act ("ITAA"), § 2.2-3500 through § 2.2-3505 of the Code of Virginia.

Contractors must certify that any ICT product that will be used by the County or made available to the public conforms with the accessibility requirements of the ITTA. If the Contractor cannot certify conformance of accessibility of the ICT product being procured, the County must require the Contractor to provide a current Contractor-paid and completed Accessibility Conformance Report

indicating the level of conformance. The Contractor also must document any areas of nonconformance with a Contractor-paid and completed Vendor Accessibility Roadmap, including a timeline for bringing each nonconforming area into compliance.

Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, the clause will allow for the adoption of non-accessible ICT, provided that the use of such technology does not result in individuals with disabilities being denied the benefit of any program, service, or activity provided by the covered entity. This discretion does not waive the Contractor's obligations to comply with accessibility requirements and provide required certifications or documentation.

#13 – Board Report

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- **Capital Projects**

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14. Gateway Park,1300 Langston Blvd.

A. Award of Contract to MCN Build, Inc. as the Construction Management at Risk (CMAR) for Gateway Park renovations, located at 1300 Langston Blvd.

B. Award of contract to Field Operations, LLC for design and construction administration services for Gateway Park renovations, located at 1300 Langston Blvd., to be constructed using the Construction Manager at Risk (CMAR) Process.

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

A. Approved the award of a contract resulting from the Request for Proposal No. N1210-2 between the Arlington County Board and MCN Build, Inc. ("MCN") to provide preconstruction and construction services for Gateway Park renovations, located at 1300 Langston Blvd. in the following amounts: (a) Construction Management Fee of $650,000.00, plus a contingency of $65,000.00, for a total contract authorization of $715,000.00; and (b) General Conditions Fee of $990,000.00, plus a contingency of $99,000.00, for a total contract authorization of $1,089,000. In addition, the County Board authorized the Purchasing Agent to execute the contract, subject to legal review by the County Attorney.

B. Approved the award of contract resulting from the Request for Proposal No. N1347 between the Arlington County Board and Field Operations, LLC ("Field Operations") to provide design and construction administration services for Gateway Park renovations, located at 1300 Langston Blvd. in the amount of $3,345,459.90 plus a County held contingency of $234,182 for a total contract authorization of $3,579,641.90. In addition, the County Board authorized the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

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

#13A – Board Report

#13B – Board Report

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15. Award of contract to Smart Building Strategies, LLC and Jacobs Engineering Group for building commissioning service.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of contracts resulting from the Request of Proposal N1285 to Smart Building Strategies, LLC (SBS), and Jacobs Engineering Group, Inc. (Jacobs), to provide building commissioning service including building enclosure commissioning, re-commissioning and retro-commissioning services on an as-needed basis. In addition, the County Board authorized the Purchasing Agent to execute the agreements, subject to legal review by the County Attorney.

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

#15 – Board Report

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16. Award of contract to County Welding for the renovation of the Fire Logistics Facility at 1425 N. Quincy St., Arlington, Va. (Quincy 1).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board the approved the award of a contract resulting from Invitation to Bid No. N1339 between the Arlington County Board and County Welding LLC to provide construction services for building renovations to the Fire Logistics Facility at Quincy 1 in the amount of $3,441,000, plus a construction contingency of 30% or $1,032,300, for a total contract authorization of $4,473,300. 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.

#16 – Board Report

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17. Award of contract to Ardent Company, LLC for traffic signal upgrades as well as streetscape improvements at the intersections of Washington Boulevard at North Longfellow Street and Washington Boulevard at McKinley Road.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of Invitation to Bid No. N1344 to Ardent Company, LLC for traffic signal upgrades as well as streetscape improvements at the intersections of Washington Boulevard at North Longfellow Street and Washington Boulevard at McKinley Road in the amount of $1,323,600.00 and an allocation of $198,540.00 as a contingency for change orders or increased quantities for a total contract authorization of $1,522.140.00. In addition, the County Board authorized the Purchasing Agent to execute the contract documents subject to legal review by the County Attorney.

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

#17 – Board Report

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18. Award of contracts to Muller Inc., Sagres Construction Corp., and A&M Concrete Corp. for on-call construction services.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of the contracts resulting from the Invitation to Bid (ITB) No. N1371 to Muller Inc, Sagres Construction Corp, and A&M Concrete Corp. to provide on-call capital construction services. In addition, the County Board authorized the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

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

#18 – Board Report

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19. Award of contracts to Muller Inc., Atmos Solutions, Inc., and Sagres Construction Corp for the provision of on-call wet utility construction services.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of the contracts resulting from the Invitation to Bid (ITB) No. N1372 to Muller Inc., Atmos Solutions, Inc., and Sagres Construction Corp to provide on-call wet utility construction services. In addition, the County Board authorized the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

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

#19 – Board Report

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20. Award of contract to Coyle Construction, Inc. for minor building repairs and construction services to perform projects identified by various County departments, including the Departments of Environmental Services and Parks and Recreation.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the award of the contract resulting from the Invitation to Bid (ITB) No. N1384 between the Arlington County Board and Coyle Construction Inc. to provide minor building repairs and construction services throughout County-owned and -operated facilities. 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.

#20 – Board Report

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21. Acceptance and appropriation of a 12-Month, $150,000 Regional Innovation Fund (RIF) grant from the Virginia Innovation Partnership Corporation (VIPC) to Arlington Economic Development (AED).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board authorized the County Manager or his designee to sign Grant Agreement RIF-2026-005 (Agreement) between the County Board and VIPC and accept $150,000 from VIPC in Regional Innovation Fund (RIF) grant funds. In addition, the County Board appropriated $150,000 in RIF grant funds from VPIC (101.461211) in FY 2026 to AED (101.8102001) over the 12-month performance period starting on May 1, 2026, to fund the launch of the National Innovation Quarter (NIQ).

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 – ARLINGTON RIF GRANT APPLICATION

#21 – Item Attachment – GRANT AWARD LETTER

#21 – Item Attachment – GRANT CONTRACT

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22. Authorization to accept funding and execute grant agreements between the Department of Rail and Public Transportation (DRPT) and the County Board for use of Federal Highway Administration (FHWA) Congestion Mitigation Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funding to support Transportation Resources for Arlington County (TRAC).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board accepted and approved grant agreements 72526-11 and 72526-12 ("Agreements") (Attachments A and B of the staff report), between DRPT and Arlington County. The grants provide operating funds for TRAC programs. In addition, authorize the County Manager or the County Manager's designee to: (a) Execute, in a form approved by the County Attorney, the Agreements and any other documents necessary to carry out the purposes of the Agreements; and (B) Extend grant administration responsibilities to the County Manager or his designee for the life of the agreements, including approval of amendments that do not materially alter the project scope or increase the County's finical obligations.

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 – ATTACHMENT A & B

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23. Smart Scale Grant Applications

A. Virginia Smart Scale Round 7 (Fiscal Year 2028) Transportation Capital Funding Applications.

B. Resolution of Support for the City of Alexandria Smart Scale Round 7 Transportation Capital Funding Application to the Commonwealth of Virginia for the King Street - Bradlee Safety and Mobility Improvements.

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

A. Adopted the resolution (Attachment A of the staff report) authorizing Arlington County's participation in Round 7 of the Commonwealth of Virginia's Smart Scale program.

B. Approved the resolution of support for the City of Alexandria's Smart Scale Round 7 Application for the King Street – Bradlee Safety and Mobility Improvements (Attachment A 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.

#23 (A) – Board Report

#23 (B) – Board Report

#23 (B) – Item Attachment – ATTACHMENT B – LETTER FROM FCA

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24. Updated Memorandum of Agreement between Arlington County (Government) and EcoAction Arlington.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the updated Memorandum of Agreement ("MOA") between EcoAction Arlington and Arlington County (Exhibit A of the staff report). In addition, authorize the County Manager or the County Manager's designee to execute the MOA 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.

#24 – Board Report

#24 – Item Attachment – EXHIBIT A

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25. Amendments to service agreements between the Arlington County Board and the National Landing Business Improvement District, Inc. for the provision of upgraded trash and recycling infrastructure on 23rd Street South from South Eads Street to South Fern Street.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted an amendment (Attachment 1 of the staff report) to the Amended and Restated Services Agreement between the Arlington County Board in its capacity as the governing body of the National Landing Business Improvement District and the National Landing Business Improvement District, Inc. ("Third Amendment"). In addition, authorize the County Manager or the County Manager's designee to execute, in a form approved by the County Attorney, the Third Amendment and anything else necessary to effectuate the purposes of the Third Amendment.

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 Amendment reads as follows:

#25 – Board Report

#25 – Item Attachment – ATTACHMENT 1 – THIRD AMENDMENT

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26. Acceptance and appropriation of Virginia Department of Behavioral Health and Developmental Services (DBHDS) State Rental Assistance Program (SRAP) grant funding, to be administered under the Housing Choice Voucher Program.

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

(1) Authorized the County Manager or his designee to accept $316,030 in ongoing grant funding from Virginia's Department of Behavioral Health and Developmental Services (DBHDS) in Fiscal Year (FY) 2027, as well as execute related grant documents in a form approved by the County Attorney.

(2) Appropriated an additional $31,743 in ongoing DBHDS grant funding (208.472106) to the Department of Human Services (208.5014005) in FY 2027 for the Arlington County Housing Choice Voucher Program's SRAP activities. In addition, approve and authorize the County Manager or his designee to execute the memorandum of agreement modification (attached to the staff report) between the County Board through the Arlington Department of Human Services Housing Choice Voucher Program and the Commonwealth of Virginia through Behavioral Health and Developmental Services (DBHDS).

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 – SRAP AGREEMENT

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27. Approval and ratification of Arlington County Housing Choice Voucher Program's Updated Administrative Plan.

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

(1) Approved and adopted the updated Arlington County Housing Choice Voucher Program's (AHCVP) Administrative Plan.

(2) Authorized and directed the County Manager, or his designee to ratify the updated AHCVP Administrative Plan. In addition,

(3) Authorized the AHCVP Executive Director to implement all policies in the AHCVP Administrative Plan in alignment their delegated duties in § 36-15 of the Code of Virginia, and in compliance with federal program requirements at 24 CFR § 982.54 and the obligations of the Consolidated Annual

Contributions Contract between the Arlington County Department of Human Services (DHS) and the US Department of Housing and Urban Development (HUD).

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

#27 – Board Report

#27 – Item Attachment – HCV ADMINISTRATIVE PLAN

#27 – Item Attachment – PUBLIC COMMENTS

#27 – Item Attachment – PUBLIC COMMENT

#27 – Item Attachment – PUBLIC COMMENT

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28. Arlington County grant agreement for the Health Systems Agency of Northern Virginia.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board authorized the County Manager or a designee to sign on behalf of the Arlington County Board (Board), the grant agreement (attached to the staff report) between the Board and the Health Systems Agency of Northern Virginia (HSANV), 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.

#28 – Board Report

#28 – Item Attachment – HSANV GRANT AGREEMENT

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29. Arlington Area Agency on Aging ("AAA") Fiscal Year 2027 Memorandum of Agreement with Legal Services of Northern Virginia ("LSNV") for legal aid services.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved and authorized the County Manager or his designee to execute the Memorandum of Agreement (MOA) with LSNV 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.

#29 – Board Report

#29 – Item Attachment – MOU

#29 – Item Attachment - MOU

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30. Acceptance and appropriation of a Virginia Department of Criminal Justice Services (DCJS) Fiscal Year (FY) 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Law Enforcement Equipment Award.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board authorized the County Manager or his designee to accept $23,437 in grant funds related to the FY 2026 Edward Byrne Memorial Justice Assistance Grant Law Enforcement Equipment Award, act in connection with the application related to such grant funds, provide additional information as may be required, and execute, in a form approved by the County Attorney, grant agreements (attached) and anything else necessary to effectuate the County's grants. In addition, appropriate $23,437 in federal pass-thru grant funds from the Virginia DCJS (101.3021002.471201) to the Arlington County Police Department (ACPD) (101.3021002) in FY 2027 for costs associated with the administration of the grant program.

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

#30 – Board Report

#30 – Item Attachment – GRANT AWARD

#30 – Item Attachment – LETTER

#30 – Item Attachment – GRANT SPECIAL CONDITIONS

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31. Deed of temporary easement and construction agreement from the Catholic Diocese of Arlington, Virginia granting to the County Board of Arlington County, Virginia a temporary easement on 70 N. Glebe Road, RPC # 20-031-001.

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

(1) Accepted the deed of temporary easement and construction agreement, attached as Attachment 1 (of the staff report, the "Deed"), from Most Reverend Michael F. Burbidge, Bishop of the Catholic Diocese of Arlington, Virginia (the "Grantor"), granting to the County Board of Arlington County, Virginia (the "County Board") a temporary construction easement (the "Temporary Easement") on a portion of the property located at 70 N. Glebe Road, RPC # 20-031-001 (the "Property").

(2) Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept the Deed, attached (to the staff report) as Attachment 1, on behalf of the County Board, subject to approval as to form of the deed by the County Attorney. In addition,

(3) Approved the payment of compensation to the Grantor in the amount of $1,998.00 for the deed, attached (to the staff report) as Attachment 1, to the County Board for the temporary easement on the property.

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

#31 – Board Report

#31 – Item Attachment – ATTACHMENT 1 – DEED OF TEMPORARY EASEMENT AND CONSTRUCTON AGREEMENT

#31 – Item Attachment – VICINITY MAPS – EXHIBITS A, B, & C

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32. Agreement of Sale between Fanny Johnson, as Seller, and the County Board of Arlington County, Virginia, as Purchaser, for the purchase of the property located at 5862 14th St. N., Arlington, Va., RPC No. 10-035-074, for stormwater mitigation purposes.

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

(1) Approved the Agreement of Sale between Fanny Johnson, as Seller, and the County Board of Arlington County, Virginia, as Purchaser, for the purchase of the property located at 5862 14th St. N., Arlington, Va., RPC No. 10-035-074.

(2) Approved the Post-Settlement Occupancy Agreement between Fanny Johnson, as Seller, and the County Board of Arlington County, Virginia, as Purchaser, for the temporary occupancy of 5862 14th St. N., Arlington, Va., RPC No. 10-035-074 after settlement. In addition,

(3) Authorized the Real Estate Bureau Chief, or his designee, to execute the Agreement of Sale, Post-Settlement Occupancy Agreement, and all related documents necessary for the acquisition of the property, subject to approval as to form of all documents by the County Attorney.

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

#32 – Board Report

#32 – Item Attachment – ATTACHMENT 1 – AGREEMENT OF SALE

#32 – Item Attachment – ATTACHMENT 2 – POST -SETTLEMENT OCCUPANCY AGREEMENT

#32 – Item Attachment – ATTACHMENT 3 – VICINITY MAPS

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33. Request for the County Board to: (i) Approve the Arlington County loan documents for a $6,308,498 Affordable Housing Investment Fund (AHIF) loan to an affiliate of Jair Lynch Real Estate Partners to help facilitate the rehabilitation of 61 units at Barcroft Apartments located at 1226 S. Thomas Street (the "Bravo 1 Rehab Phase"), (ii) Approve the Arlington County loan documents for a $5,650,691 Affordable Housing Investment Fund (AHIF) loan to an affiliate of Jair Lynch Real Estate Partners to help facilitate the rehabilitation of 53 units at Barcroft Apartments located at 1305 S. Thomas Street (the "Bravo 2 Rehab Phase"), (iii) Approve the amendments to the County Acquisition Fund Loan Agreement and associated documents to reduce the County Acquisition Fund Loan by these same amounts, and (iv) Approve amendments to the Phasing Reserve Fund Escrow Agreement between the Borrower, Amazon, and Arlington County.

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

(1) Approved the terms of the following substantially final attached Bravo 1 Rehab Phase loan documents and ancillary agreements (collectively the "Bravo 1 County Loan Documents"):

a. Bravo 1 AHIF Promissory Note;
b. Bravo 1 AHIF Loan Agreement;
c. Bravo 1 Deed of Trust, Assignment of Rents and Leases and Security Agreement;
d. Bravo 1 Deed of Declaration of Restrictive Covenants;
e. Bravo 1 Right of First Refusal Agreement;
f. Bravo 1 Subordination and Intercreditor Agreement with Capital One;
g. Bravo 1 Subordination and Intercreditor Agreement with Citibank;
h. Bravo 1 Subordination Agreement with Amazon;
i. Bravo 1 Limited Guaranty;
j. Third Supplementary Agreement to Shared Amenities and Easement Agreement: and
k. Second Amendment to Condominium Instruments for Barcroft Land Condominium Adding Additional Land (Land Unit 6).

(2) Approved the terms of the following substantially final attached Bravo 2 Rehab Phase loan documents and ancillary agreements (collectively the "Bravo 2 County Loan Documents"):
a. Bravo 2 AHIF Promissory Note;
b. Bravo 2 AHIF Loan Agreement;
c. Bravo 2 Deed of Trust, Assignment of Rents and Leases and Security Agreement;
d. Bravo 2 Deed of Declaration of Restrictive Covenants;
e. Bravo 2 Right of First Refusal Agreement;
f. Bravo 2 Subordination and Intercreditor Agreement with Capital One;
g. Bravo 2 Subordination and Intercreditor Agreement with Citibank;
h. Bravo 2 Subordination Agreement with Amazon;
i. Bravo 2 Limited Guaranty;
j. Fourth Supplementary Agreement to Shared Amenities and Easement Agreement; and
k. Third Amendment to Condominium Instruments for Barcroft Land Condominium Adding Additional Land (Land Unit 7).

(3) Approved the substantially final amendments (attached to the staff report)to the County Acquisition Fund loan documents (collectively, the "Revised County Loan Documents") to reduce the principal of the County Acquisition Fund Loan by the Bravo 1 AHIF loan amount of $6,308,498 and the Bravo 2 AHIF loan amount of $5,650,691 and release the Bravo 1 and Bravo 2 property from the County Acquisition Fund Loan:
a. Third Omnibus Amendment to Arlington County Acquisition Fund Loan Documents (Bravo 1 principal reduction and release);
b. Fourth Omnibus Amendment to Arlington County Acquisition Fund Loan Documents (Bravo 2 principal reduction and release);
c. Third Allonge to County Acquisition Fund Promissory Note;
d. Fourth Allonge to County Acquisition Fund Promissory Note;
e. Certificate of Partial Satisfaction for Bravo 1; and
f. Certificate of Partial Satisfaction for Bravo 2.

(4) Authorized and directed Jason McCandless and Kevin Black to act as the Trustees for the County Board (either of whom may act for both) and to execute the Bravo 1 and Bravo 2 Subordination and Intercreditor Agreement with Capital One, the Bravo 1 and Bravo 2 Subordination and Intercreditor Agreement with Citibank, the Bravo 1 and Bravo 2 Subordination Agreement with Amazon, and the Amended Revised County Loan Documents (all attached to the staff report) and associated documents (if required), subject to approval as to final form by the County Attorney.

(5) Approved the Supplement No. 2 to Phasing Reserve Fund Escrow Agreement between the Borrower, Amazon, and Arlington County that describes how the excess proceeds from the Bravo 1 Rehab Phase will be held and subsequently released to the County and Amazon.

(6) Approved the Supplement No. 3 to Phasing Reserve Fund Escrow Agreement between the Borrower, Amazon, and Arlington County that describes how the excess proceeds from the Bravo 2 Rehab Phase will be held and subsequently released to the County and Amazon.

(7) Authorized and directed the County Manager to execute, on behalf of the County Board, the attached Bravo 1 and Bravo 2 County Loan Documents, the amendments to the Revised County

Loan Documents, the Supplement No. 2 to the Phasing Reserve Fund Escrow Agreement, and the Supplement No. 3 to the Phasing Reserve Fund Escrow Agreement (all attached to the staff report) subject to approval as to final form by the County Attorney. In addition,

(8) 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 Bravo 1 and Bravo 2 County Loan Documents, amendments to the Revised County Loan Documents, the Supplement No. 2 to the Phasing Reserve Fund Escrow Agreement, and the Supplement No. 3 to the Phasing Reserve Fund Escrow Agreement (all attached to the staff report) that are necessary to remove any ambiguity or inconsistency or which improve the County Board's financial security or financial position, and which revisions do not adversely affect the County financially, prior to or after execution of the documents.

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

#33 – Board Report

#33 – Item Attachment – REVISED COUNTY LOAN DOCUMENTS BRAVO 1 & 2

#33 – Item Attachment – BRAVO 1 COUNTY LOAN DOCUMENTS

#33 – Item Attachment – BRAVO 2 COUNTY LOAN DOCUMENTS

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34. Minutes

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the minutes for the County Board March 27, 2025, Tax Rate Hearing and January 24, 2026, Regular Meeting as shown in the attachments to (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.

#34 – Board Report

#34 – Item Attachment – MINUTES FROM PAST BOARD MEETINGS

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III. REGULAR HEARING ITEMS

35. Request to authorize advertisement of a public hearing no sooner than the July 18, 2026, County Board meeting to consider adoption of an ordinance, effective July 18, 2029, to amend, reenact, and recodify Chapter 15 (Noise Control), Sections 15-3 (Definitions) and 15-6 (Prohibited Acts) of the Arlington County Code to prohibit the operation of gas-powered leaf blowers and gas-powered leaf vacuums at any time.

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 adopt the resolution attached to the Board report dated May 14, 2026, namely to authorize advertisement of a public hearing no sooner than the July

18, 2026, County Board meeting to consider adoption of an ordinance, effective July 18, 2029, to prohibit the operation of gas-powered leaf blowers and gas-powered leaf vacuums at any time. In addition to the above, to authorize advertisement of an alternative effective date of the proposed ordinance of January 18, 2028.

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

The adopted Resolution reads as follows:

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF A PUBLIC HEARING NO SOONER THAN THE JULY, 2026, COUNTY BOARD MEETING TO CONSIDER ADOPTION OF AN ORDINANCE, EFFECTIVE JULY 18, 2029, TO AMEND, REENACT, AND RECODIFY CHAPTER 15 (NOISE CONTROL), SECTIONS 15-3 (DEFINITIONS) AND 15-6 (PROHIBITED ACTS) OF THE ARLINGTON COUNTY CODE TO PROHIBIT THE OPERATION OF GAS-POWERED LEAF BLOWERS AND GAS-POWERED LEAF VACUUMS AT ANY TIME

The County Board of Arlington County, Virginia, hereby resolves that the following item shall be advertised for a public hearing no sooner than the July, 2026, County Board meeting to consider the following:

Adoption of an ordinance, effective July 18, 2029, to amend, reenact, and recodify Chapter 15 (Noise Control), Sections 15-3 (Definitions) and 15-6 (Prohibited Acts) of the Arlington County Code to prohibit the operation of gas-powered leaf blowers and gas-powered leaf vacuums at any time as follows:

ORDINANCE, EFFECTIVE JULY 18, 2029, TO AMEND, REENACT, AND RECODIFY CHAPTER 15 (NOISE CONTROL), SECTIONS 15-3 (DEFINITIONS) AND 15-6 (PROHIBITED ACTS) OF THE ARLINGTON COUNTY CODE TO PROHIBIT THE OPERATION OF GAS-POWERED LEAF BLOWERS AND GAS-POWERED LEAF VACUUMS AT ANY TIME

BE IT ORDAINED, effective July 18, 2029, by the County Board of Arlington County, Virginia, that Chapter 15 (Noise Control), Sections 15-3 (Definitions) and 15-6 (Prohibited Acts) of the Arlington County Code are amended, reenacted, and recodified as follows:

§ 15-3. Definitions.

For the purpose of this chapter, the words used in the present tense include the future; words in the singular number include the plural number and vice versa; the word "shall" is mandatory and not directory; and the following phrases and terms shall have the following meanings unless the context clearly indicates otherwise:

"ANSI" means the American National Standards Institute or its successor bodies.

"Continuous noise" means a noise whose intensity remains essentially constant during the period of observation. Continuous noise for measurement purposes shall be defined as noise which is measured by the slow response setting of a sound-level meter.

"County Board" means the County Board of Arlington County, Virginia.

"County Manager" means the County Manager of Arlington County, Virginia or any of his or her duly-authorized deputies or agents.

"Daytime" means the local time of day between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and between the hours of 10:00 a.m. and 9:00 p.m. on a Saturday, Sunday, legal holiday.

"Decibel (dB)" means the unit of sound magnitude equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the sound pressure being measured to a reference sound pressure, twenty (20) micronewtons per square meter (20 micropascals).

"Decibel-A-weighted (dBA)" means the sound level, in decibels, measured with a sound-level meter using the A-weighting network or scale as specified in ANSI S1.4-1983 specification for sound-level meters.

"Gas-powered leaf blower" or "gas-powered leaf vacuum" means any leaf blower or leaf vacuum, including handheld, backpack, or walk-behind equipment, directly powered by an internal combustion engine using gasoline, diesel, alcohol, or other liquid or gaseous fluid.

"Impulsive noise" means noise characterized by brief bursts (usually less than one (1) second in duration) of sound pressure which exceed the sound pressure of the ambient environment.

"Legal holiday" shall mean any of the days designated as legal holidays on the Office Web Site of Arlington County http://www.arlingtonva.us/portals/topics/HolidaySchedule.aspx.

"Mixed-Use District" shall mean any area of the County that is developed with a mixture of commercial, retail and residential uses, whether in the same building or not, and which is located in established Metro Station areas as such boundaries are depicted on the County's General Land Use Plan map, Shirlington, the boundaries of which are shown on the Phased Development Site Plan approved by the County Board on December 4, 1982, and revised June 8, 2002, East Falls Church, as defined in the East Falls Church Area Plan approved April 16, 2011, and the Special Revitalization District of Columbia Pike as depicted on, and described in note 8 of, the County's General Land Use Plan map.

"Motorcycle" shall have the meaning set forth in § 46.2-100 of the Code of Virginia, 1950, as amended, except that for the purposes of this chapter the definition shall include motor scooters, minibikes and mopeds.

"Motor vehicle" shall have the meaning set forth in § 46.2-100 of the Code of Virginia, 1950, as amended.

"Multi-unit structure" means a structure containing three (3) or more separate units, whether residential, commercial, or mixed-use.

"Nighttime" means those times of day not included in the definition of "Daytime."

"Noise" means the intensity, frequency, duration or character of sounds from a single source or multiple sources.

"Noise disturbance" means any sound which exceeds the applicable maximum permissible noise as set forth in Tables I and II of Section 15-5 of this chapter.

"Stationary source" means any equipment or activity capable of generating noise, operating or occurring on any parcel of property or public space.

"Zoning district or districts" means the classifications described in §2.B., of the Arlington County, Virginia, Zoning Ordinance.

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§15-6. Prohibited Acts.

A. It shall be unlawful for any person, group of persons, or entity to make or continue, or cause to be made or continued, any noise disturbance, as that term is defined above.

B. In addition, the following prohibited acts set forth in this § 15-6 are prohibited regardless of the decibel level of that noise. For purposes of the measurements set forth below, if the source of the sound is not visible, then the measurement shall be taken from the exterior wall of the building, structure or other enclosure in which the source of the sound is located.

C. It shall be unlawful for any person to sound a vehicular horn or other audible signal device except as an emergency warning signal permitted pursuant to § 15-5.F.5.

D. It shall be unlawful for any person to sell anything by outcry during the Nighttime. The selling by outcry of merchandise, food and beverages at licensed entertainment events is excluded from the prohibition of this subsection.

E. It shall be unlawful for any person to use any machine or device during the Nighttime for the production or reproduction of sound which is cast upon public streets or lands for the purpose of commercial advertising or of attracting the attention of the public to any building, structure or activity. If such machine or device is used only intermittently for announcing or paging an individual, or signals the ringing of a telephone, or the commencement or conclusion of work or school, or is permitted by § 15-5.F., it shall be exempt from the prohibition of this subsection.

F. It shall be unlawful for any person to use, operate, or play, or to permit the use, operation or playing of, any radio, television, phonograph, record, compact disc or tape player, drum, musical instrument, loudspeaker, sound amplifier or similar device or machine which produces, reproduces or amplifies sound in such a manner as to be heard within any dwelling unit, house or apartment of another person at least 20 feet from the source of the sound, or at least 50 feet from the source of the sound and either across any real property boundary or at the curb or on the edge of the pavement of any built street.

G. It shall be unlawful for any person in a group of four or more persons to engage, during the nighttime, in yelling, wailing, shouting, or screaming such that the yelling, wailing, shouting or screaming is heard in any "R" or "RA" District including "RA14-26", "RA8-18", "RA6-15" and "RA7-16" and any district developed with townhomes within any dwelling unit, house or apartment of another person at least 20 feet from the source of the sound, or at least 50 feet from the source of the sound and either across any real property boundary or at the curb or on the edge of the pavement of any built street.

H. It shall be unlawful for any person to collect refuse with a refuse vehicle during the Nighttime subject, however, to the exemption set forth in § 15-15.

I. It shall be unlawful for any operator to run the propulsion engine of a commercial motor vehicle for more than ten (10) minutes when the vehicle is parked, left unattended, or is stopped for other than traffic or maintenance reasons, except when the propulsion engine provides auxiliary service other than heating or air conditioning.

J. It shall be unlawful for any person to perform lawn or garden maintenance using motorized equipment during the Nighttime.

K. It shall be unlawful to operate a motorized leaf-blowing device in any "R" zoning district during the Nighttime.

L. It shall be unlawful for any person who owns, possesses or harbors any animal or bird to permit that animal or bird to create a noise that is audible at least once per minute for ten (10) consecutive minutes within any dwelling unit, house or apartment of another person, at any street edge, or across a real property boundary.

M. It shall be unlawful for the holder of any exemption issued pursuant to § 15-12 to exceed or otherwise violate the terms of that exemption.

N. It shall be unlawful for any person to engage in yelling, wailing, shouting, or screaming in any Mixed Use District between the hours of Midnight and 9:00 a.m. such that the yelling, wailing, shouting, or screaming can be heard within any dwelling unit, lodging unit, house or apartment of another person at least 100 feet from the source of the sound, unless otherwise provided for by the Special Events Policy.

O. It shall be unlawful for the owner, manager, assistant manager, and other person in charge of a retail use located within any Mixed Use District, which includes an outdoor café, exterior rooftop seating area, or other use or activity in the exterior of the retail use to permit any person, while in the outdoor café, exterior rooftop seating area, or other exterior location, to engage in yelling, wailing, shouting, or screaming between the hours of Midnight and 6:00 a.m. such that the yelling, wailing, shouting, or screaming can be heard within any nearby dwelling unit, lodging unit, house or apartment of another person at least 100 feet from the source of the sound, unless otherwise provided for by the Special Events Policy.

P. It shall be unlawful for any person to engage in yelling, wailing, shouting, or screaming in the County between the hours of 2:00 a.m. and 6:00 a.m., such that the yelling, wailing, shouting, or screaming can be heard within any dwelling unit, lodging unit, house or apartment of another person, unless otherwise provided for by the Special Events Policy.

Q. It shall be unlawful to operate or permit the operation of any gas-powered leaf blower or gas-powered leaf vacuum at any time.

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

#35 – Board Report

#35 – Item Attachment – ATTACHMENT A – LEAF BLOWER RTA

#35 – Item Attachment – LETTERS FROM COMMISSIONS (C2E2, FORESTRY & NATRUAL RESOURCES, PARKS & RECREATION)

#35 – Item Attachment – STAFF PRESENTATION

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36. Alexan Courthouse, 2000 15th St. N.

A. Site Plan Amendment (SPLA25-00025; SP #173) to permit redevelopment of the site with a new building consisting of up to 394 residential dwelling units, with modifications of zoning ordinance requirements including: additional density, increased building height, reduced parking requirements, increased compact parking, density exclusions, and other modifications as necessary to achieve the proposed development; located at 2000 15th St. N. (RPC #17-014-005).

B. Ordinance to vacate an easement for public street and utility purposes on property owned by PBE Companies, LLC and Cedar Hills, LLC, Known as 2000 15th St. N., Arlington, Va., RPC No. 17-014-005, 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:

A. Adopt the ordinance attached to the Board report dated June 5, 2026, namely to amend Site Plan #173 to permit redevelopment of the site with a new building containing up to 394 dwelling units, located at 2000 15th Street N.; with modifications of zoning ordinance requirements, including: additional density, increased building height, reduced parking requirements, density exclusions, and other modifications as necessary to achieve the proposed development; subject to the conditions of the ordinance; and

B. Adopt the ordinance attached to the Board report dated June 5, 2026, namely to vacate an easement for public street and utility purposes on property owned by PBE Companies, LLC and Cedar Hills, LLC, known as 2000 15th St. N., Arlington, Virginia, with conditions.

Further, to authorize the Real Estate Bureau Chief to execute, on behalf of the County Board, the Deed of Vacation and Reservation of Easements and all other documents or deeds necessary to effectuate the ordinance, subject to the approval as to form of such Deed of Vacation and other documents or deeds by the County Attorney.

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

The adopted Ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE (SPLA25-00025) (SP #173)

WHEREAS, an application for a site plan dated June 10, 2025 was filed with the Office of the Zoning Administrator; and

WHEREAS, the Planning Commission held a duly advertised public hearing on that Site Plan on June 3, 2026 and recommended that the County Board approve it, subject to numerous conditions and has provided a letter dated June 9, 2026; and

WHEREAS, as indicated in Staff Report[s] prepared for the June 13, 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 as set forth in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan on June 13, 2026 and finds, based on thorough consideration of the public testimony and all materials

presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
  - Modification for density of up to 8.2 FAR and additional density for sustainable design and affordable housing (ACZO Sections 15.5.9., 9.3., 9.3.1.);
  - Reduction of parking ratio (ACZO Sections 14.3.7.A., 15.5.7.);
  - Density exclusions of 8,739 square feet (ACZO §18.2); and
  - Other modifications as necessary to achieve the proposed development plan; and
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated June 10, 2025 for Site Plan SPLA25-00025 (SP #173), and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition #3 below (which drawings, etc. are hereafter collectively referred to as "Revised Site Plan Amendment Application"), for a Site Plan to construct a 19- story multifamily building with up to 394 dwelling units, with modifications of use regulations for additional density, parking ratio, density exclusions, and other modifications necessary to achieve the proposed development plan, located at 2000 15TH St. N. (RPC #17-014-005), subject to the following conditions:

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

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

1. Overall Compliance Requirements

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

stated in the conditions below, all required submissions shall be filed through the PermitArlington (or any successor) system, or by electronic submission with the Zoning Administrator.

2. Site Plan Compliance and Expiration

A. **Compliance (Life of the Site Plan)** The Developer agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1, and the revised plans dated February 17, 2026, April 20, 2026 and April 27, 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 #173) and made a part of the public record on June 13, 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 June 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 $4,000 per tree, or a greater amount specified by the County Board, for every tree that cannot be planted on site. The contribution shall be required when tree planting requirements cannot be met on the property. If the Developer fulfills the requirements through a monetary contribution, the Developer shall make the check payable to the Arlington County Treasurer, and deliver the check to the Arlington County Urban Forest Manager, accompanied with a letter outlining the tree replacement calculations and referencing the project / site plan number. The Developer shall also provide evidence of compliance with this condition to the Zoning Administrator in the form of a letter at the time of payment.

D. Tree Protection and Tree Protection Plan Standards

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

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

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

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

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

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

The Developer agrees, if there are to be construction trailers located on private property either in whole or in part, to submit and obtain the approval of the Zoning Administrator

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

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

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

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

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

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

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

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

B. Photographic Record of Development Submittal Standards

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

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

A. **Maintenance of Traffic Plans**

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

2) The Developer agrees to maintain a 5-foot minimum clear width pedestrian access along 15th Street North, North Troy Street, and North Taft Street 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 15th Street North, North Troy Street, and North Taft Street.

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 Radnor Fort Myer Heights Civic Association and to the Arlington County Police Department. Plans or maps shall also be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project.

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

C. **Maintenance of Street Surfaces.** The Developer agrees to maintain street surfaces adjacent to the site in a clean, smooth condition devoid of potholes at all times during the construction period. Whenever a significant portion of an adjacent road surface is disturbed for reasons relating to the construction, including utility work, the Developer agrees to repair promptly the disturbed portion(s) of pavement with hot patching to return the road surface to a clean, smooth condition. The Developer agrees to ensure that the road surface is promptly repaired regardless of whether the excavation work or other damage to the road surface was done by the Developer, the Developer's contractors, or private utility companies for work associated with this Site Plan. The Developer agrees to make reasonable efforts to schedule construction work so that digging in the street surfaces will not occur during the winter months. The term "significant portion of a road" is understood to include, but not be limited to, a cut in the road surface that exceeds 10 feet in length or 100 square feet in size. This condition is in addition to any other conditions in this Site Plan and any County requirements relating to reconstruction and repaving of streets at the completion of construction. All temporary street patching shall be performed per Arlington County Construction Standards and Specifications

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

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

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

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

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

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

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

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

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

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

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

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

A. **Community Liaison.** The Developer agrees to identify a person(s) who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site or readily accessible throughout the hours of construction, including weekends. The name, e-mail address and telephone number of the individual(s) shall be provided in writing to residents, property managers and business owners whose property abuts the site (including the Radnor/Ft. Myer Heights Civic Association and Odyssey 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) <u>Intentionally Omitted.</u>

16. Green Building Fund Contribution (Demolition and Land Disturbing Activity Permits) <u>Intentionally Omitted.</u>

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

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

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

A. For Development without Bonus Density:
Intentionally Omitted

B. **For Townhouse Development or Single-Family Dwellings: Green Home Choice (Final Building Permit)**: Intentionally Omitted.

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

1) **LEED Certification.**

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

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

- At least 14% Energy Performance Improvement Savings from LEED v4.1 EA credit, "Optimize Energy Performance"
- 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.** Collecting as-built refrigerant piping length calculations; collecting and reviewing the detailed refrigerant pipe pressure and vacuum testing reports that have been based on the as-built calculations for completeness and accuracy; and collecting the charge confirmation documentation.

(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) - 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 v4.1 Energy and Atmosphere credit Renewable Energy.

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

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

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

3) **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.

4) **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.

5) **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 $ 249,960 [($ 40 per s.f.) x (12,498 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:

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 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 least 75. The certification will be based on 12 months of actual energy utility data and the Developer agrees to complete all data tracking, documentation, and verification required to earn the ENERGY STAR certification.

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

c. **Bond or Letter of Credit (Partial Certificate of Occupancy for space on last floor)** The Developer agrees to provide to the County financial security (in the form of a bond or letter of credit or other form approved by the County Attorney) in the amount of $ 249,960 [($ 40 per s.f.) x (12,498 s.f. of additional density)x 50%] prior to the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for

which a Certificate of Occupancy is issued, guaranteeing that, within forty-eight (48) months from the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer will have received from the US EPA its ENERGY STAR certification with a score of at least 75. If the ENERGY STAR score of 75 is not earned within 48 months of the date of the issuance of the Partial Certificate of Occupancy for any space on the last floor of space for which a Certificate of Occupancy is issued, the Developer agrees that it shall automatically forfeit one hundred percent (100%) of the financial security.

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

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

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

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

19. Civil Engineering Plan (Land Disturbing Activity Permits)

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

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

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

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

3) **Approval of Plan (Footing to Grade Permit)** The Developer agrees to obtain approval of the Civil Engineering Plan by the County Manager or his/her/their designee prior to the issuance of the Footing to Grade Permit, for any phase of the project (approved pursuant to Condition #5). The Developer further agrees that the approved Civil Engineering Plan shall conform to this Site Plan approval, the approved Final Landscape Plan, and the sequence of construction, and shall be consistent with all site plan approval requirements and all County codes, standards and specifications, and policies. The Developer further agrees that any changes to the approved Civil Engineering Plan shall be subject to the same conformance requirements. The Developer agrees to obtain approval from the County Manager or his/her/their designee of a revised Civil Engineering Plan for such changes, and if such changes are also features shown on the Final Landscape Plan, shall also obtain approval from the County Manager or his/her/their designee of a revised Final Landscape Plan per Condition #21.

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

1) Structure Free Zone

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

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

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

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

(1) N/A
(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

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

i. None
ii. _____

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

3) Sanitary Sewer

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

i. None

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

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

4) Storm Sewer

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

i. Construct approximately 225 linear feet of a 15" storm main in North Taft Street from the existing 15" storm main located 9' north of MH 6726 to the existing 15" storm main at MH 6503.
ii. Construct approximately 41 linear feet of 15-inch storm main in 15th Street North from MH 6475 to CB 6498 and continuing to MH 6493._____

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

5) Electric Service and Appurtenances

a. All new electric transformers and all associated appurtenances 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. 15th Street North – Maintain the existing street cross section of approximately 35.6' – 45.8' as shown on the civil engineering plan approved by the County Manager. The Developer agrees to construct ADA ramps at the intersection of North Troy Street and 15th Street North, including two ramps at the southeast corner, one ramp at the southwest corner, and one ramp on the north side of 15th Street North aligned with the eastern leg crossing, with all ramps aligned to support the southern and eastern leg crossings of the intersection. The Developer agrees to construct two ADA ramps at the southwest corner of North Taft Street and 15th Street North to support the western and southern leg crossings of the intersection of North Taft Street and 15th Street North. The Developer agrees to construct a 6-foot-wide protected bike lane along the south side of 15th Street North, where on-street parking is not provided, with a minimum of a 3-foot-wide buffer with low-level concrete barriers separating the bicycle lane and vehicular travel lane.

ii. North Taft Street – Maintain the existing street cross section of approximately 35.0' as shown on the civil engineering plan approved by the County Manager. The Developer agrees to construct a curb extension at the southwest corner of the intersection of 15th Street North and 15th Street North.

iii. North Troy Street – Maintain the existing street cross section of approximately 23.7' 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.

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:

15th Street North:

- *Minimum streetscape width measured from the back of curb: 16.67 feet*
- *Minimum clear sidewalk width: 10 feet*
- *Tree pit dimensions: 6 feet by 10 feet and distance from back of curb: minimum eight (8) inches*

North Taft Street:

- *Minimum streetscape width measured from the back of curb: 14.67 feet*
- *Minimum clear sidewalk width: 8 feet*
- *Tree pit dimensions: 6 feet by 10 feet and distance from back of curb: minimum eight (8) inches*

North Troy Street:

- *Minimum streetscape width measured from the back of curb: 14.67 feet*
- *Minimum clear sidewalk width: 9 feet*

- *Tree pit dimensions: 5 feet by 42 feet and distance from back of curb: minimum eight (8) inches*

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

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

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

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

10) Visitor Bicycle Parking

Provide visitor bicycle parking spaces in the following amounts:

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

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

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

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

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

11) Street Lighting

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

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

12) Traffic Signal Equipment

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

i. None

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

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

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

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

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

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

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

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

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

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

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

15th Street North:
- *Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 19.B.9.a*
- *Tree spacing: 28-32 feet apart on center, or as approved by the County Manager or his/her/their designee per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects*

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

North Troy Street:
- *Minimum streetscape width, clear sidewalk width, and planting strip dimensions shall be as required by Civil Engineering Plan condition 19.B.9.a*
- *Tree size: minimum 3½ inches caliper*
- *Tree spacing: 25-32 feet apart on center, or as approved by the County Manager or his/her/their designee per the Arlington County Landscape Standards and the Standards for Planting and Preservation of Trees in Site Plan Projects*

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

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

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

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

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

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

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

e. Groundcover–in minimum 2 inch pots.

C. Installation and Maintenance of Landscape Plan Elements (First Partial Certificate of Occupancy for Tenant Occupancy)

The Developer agrees to implement the approved sidewalk, landscaping and street tree improvements of the Final Landscape Plan as follows:

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

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

b. The following standards for Installation apply:

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

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

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

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

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

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

2) **Installation of Private Amenity and Roof-Level Landscaping (Final Certificate of Occupancy for Tenant Occupancy).** The Developer agrees that all landscaping improvements on private amenity levels, defined as any private spaces elevated above grade on podiums, terraces, or roof levels and not

accessible from the exterior of the building, shall be constructed and/or installed prior to the issuance of the Final Partial Certificate of Occupancy for Tenant Occupancy, for the respective Phase of construction (as "Phase" is determined pursuant to the approved Phasing Plan required in Condition #5 above).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Façade Treatment of Buildings (Footing to Grade)

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

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

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

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

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

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

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

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

1) Minor adjustments to the approved façade for 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 retail along the street frontage on the ground floor; 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 retail 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 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. ~~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)~~

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 46% along 15th St. N.*.* 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.

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.

b. 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.

c. 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.

d. 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.

e. 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**~~

~~a. The Developer agrees to designate and make available a minimum of ____ short-term (two hours maximum) parking spaces on the _____ level of the parking garage for use by customers of the retail establishments or visitors to office establishments during the hours of operation of the retail or office establishments. The designated short-term parking spaces shall be shown on, and approved as a part of, the Garage Plan. Short-term parking spaces shall not be reserved for specific businesses.~~

~~b. The Developer agrees that in office buildings, no more than 20% of the total parking supply shall be reserved for individual persons.~~

~~c. In addition, for projects with office space the Developer agrees to make at a minimum ___ (describe number and location of spaces) in the garage available to the public for parking after standard office hours (weekday evenings after 6:00 p.m., weekends, and all legal holidays) until 12:00 midnight or until thirty minutes after the close of business of retail operations, whichever is later.~~

~~d. The Developer also agrees to make __ office spaces available to the general public for overnight parking.~~

4) **External Signs**

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

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

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

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

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

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 $82,298 ($71,563 x 1.15 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 2025 Annual Average, reflecting a 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

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

B. Walls/Elevations of Slab at Grade (Prior to pouring the second-floor slab or at completion of the slab on grade) The Developer further agrees to submit to the Zoning Administrator and obtain the Zoning Administrator's approval as meeting the requirements of this approval, of a wall check survey showing the location of the walls, and the elevation of the slab, at grade, prior to pouring the second floor slab, or at completion of the slab on grade. This shall not prevent the developer, at its own risk, from completing construction of the concrete podium prior to approval of the wall check survey. The completion of the podium may include installation of support columns from the at-grade slab to the bottom side of the second floor slab, as well as installation of the second floor cast in place framed slab. The developer agrees that all such work shall conform to current codes and building permit requirements. No additional above-grade construction, beyond construction of this podium with support columns, shall be permitted prior to approval of the wall check survey. The developer acknowledges that this additional work above the at grade slab will be at its own risk should the wall check survey not be approved as submitted, and that should any changes to the podium or columns, or other construction be needed based upon review of the wall check plat, the developer shall be fully responsible for completing such changes before any further permits are issued.

35. Use of Penthouse (Final Building Permit)

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

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

(Final Building Permit).

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

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

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

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

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

In addition, the Developer agrees to submit to and obtain the County Manager's or his/her/their designee's review and approval of, reports verifying that the level of radio communications coverage in the building is sufficient to permit emergency responder communication throughout the building, according to the testing procedure outlined in Attachment A. The Developer agrees to submit and obtain review and approval of these reports at the following times: a) prior to the issuance of the first certificate of occupancy for any space in the building; b) every one year after the date of issuance of the first certificate of occupancy for any space in the building. The County Manager may waive this condition in the future if he/she/they determines that the level of radio communications coverage within the building can be monitored and verified to be at an acceptable level by the County through the County's ConnectArlington fiber optic network or other mutually acceptable means. In addition, the County Manager or his/her/their designee may waive coverage requirements in secure areas as well as in cases where State and County requirements overlap.

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

39. Safety Measures at Garage Exit Ramps (Final Building Permit)

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

40. Transportation Management Plan (First Partial Certificate of Occupancy for Tenant Occupancy or as specified below)

The Developer agrees to obtain approval from the County Manager or his/her/their designee of a Transportation Management Plan (TMP) prior to the issuance of the First Partial Certificate of Occupancy for Tenant Occupancy for each respective building or phase of construction per Condition #5. Such approval shall be given if the County Manager or his/her/their designee finds that the TMP for each building includes a schedule

and description of implementation and continued operation, throughout the life of the Site Plan, of all elements outlined below under sub-sections A (Participation and Funding), B (Facilities and Improvements), C (Carpool and Vanpool Parking), D (Promotions, Services, and Policies), and E (Performance and Monitoring).

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

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

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

A. Participation and Funding

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

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

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

a. building occupancy rates,
b. average vehicle occupancy,
c. average garage occupancy for various day of the week and times of day,
d. parking availability by time of day,
e. average duration of stay for short term parkers on various days of the

week and times of day,

f. pedestrian traffic,
g. a seven-day count of site-generated vehicle traffic,
h. a voluntary mode-split survey,
i. Hourly, monthly, and special event parking rates.

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

41. Affordable Housing Contribution

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

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

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

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

B. For Development with Additional Density for Affordable Housing (ACZO 15.5.9) Prior to the issuance of Footing to Grade Building Permit the Developer must provide written notification to the County Manager or his/her/their designee and Arlington County CPHD Housing Division, of their election of either monetary contribution (Condition 41.B.1) or provision of on-site committed affordable housing (CAF) units (Condition 41.B.2).

1) If the Developer elects to fulfill the requirements of ACZO 15.5.9 through a monetary contribution, then the Developer shall, prior to issuance of First Partial 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 five million dollars ($5,000,000.00). If the Developer elects to fulfill the requirements of ACZO 15.5.9 through a monetary contribution, then 41.B.1 and 41.B.2 below shall not apply.

2) If the Developer elects to fulfill the requirements of ACZO 15.5.9 through the provision of on-site committed affordable housing (CAF) units, the Developer shall, prior to the issuance of the First Partial Certificate of Occupancy, execute all necessary documents, as determined by the County Attorney for meeting the requirements of providing on-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. If the Developer elects to fulfill the requirements of ACZO 15.5.9 though the provision of on-site units, then 41.B.1 and 41.B.2 below shall apply.

a. 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.

b. 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:

c. CAF Units: The Developer agrees to provide nine (9) units, consisting of four (4) one-bedroom units, five (5) two-bedroom units in approximately 10,778 gross square feet or 8,622 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 four (4) 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 five (5) 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. 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.

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

e. **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%.

f. **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.

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

h. **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.

i. **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) Intentionally Omitted.

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. Public Plaza

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 other users and for use and access by fire, police, and other emergency services through the public space on the southwest corner of the property as shown on the landscape plans and shown as: "Proposed Public Use and Access Easement (+/- 2,781 SF or 0.0638 AC) on Sheet C3.15 Easement Plat Exhibit, of the 4.1 Submission, dated April 20, 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. The final location and configuration of the Public Use and Access Easement may slightly change with the preparation of the approved final engineering and landscape plans, but shall total approximately 2,781 square feet.

B. The Developer agrees to submit a DXF or equivalent digital copy of the easement to the Department of Parks and Recreation via electronic submission.

C. **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 20, 2026 and made a part

of the public record on June 13, 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.

D. The Developer agrees that the Public Use and Access Easement shall be granted by deed, in a form acceptable to the County Attorney, 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.

E. 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.

F. The Developer agrees that it shall operate the public use and access easement pursuant to the current Arlington County Department of Parks and Recreation's (DPR) Park Rules & Regulations; provided, however, that the Developer shall have the ability to enforce common law nuisance laws. 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. The signage will convey the public space name. The signs and sign content, location and size will be agreed upon by the Developer and the Director of Parks and Recreation and shown on the approved Final Landscape Plan and be consistent with ACZO.

G. 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.

    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.

e. In addition to the above, the Public Use and Access Easement area shall remain open at all times to pedestrians and the public at large, 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.

H. 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.

ATTACHMENT 1

ORDINANCE OF VACATION

ORDINANCE TO VACATE AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES ON PROPERTY OWNED BY PBE COMPANIES, LLC AND CEDAR HILLS, LLC, KNOWN AS 2000 15TH ST. N., ARLINGTON, VIRGINIA, RPC NO. 17-014-005, WITH CONDITIONS.

BE IT ORDAINED that, pursuant to an application by Maple Multi-Family Land East Coast, L.P. ("Applicant"), with the consent of PBE Companies, LLC and Cedar Hills, LLC ("Owners"), on file in the offices of the Department of Environmental Services ("DES"), the following public interest is hereby vacated: an existing easement for public street and utility purposes on portions of the property owned by Owners, located at 2000 15th St. N., Arlington, Virginia, RPC No. 17-014-005 ("Property"), which easement was dedicated to the County in a Deed of Easement dated August 30, 1983, and recorded among the land records of the Circuit Court of Arlington County ("Land Records") in Deed Book 2111 at Page 39, and more particularly shown and described as: "Easement for Public Street and Utility Purposes Deed Book 2111 Page 39 Hereby Vacated Area = 5,878 S.F. or 0.1349 AC." on the plat entitled: "Plat Showing the Vacation of an Easement for Public Street and Utility Purposes and Reservation of an Easement for Public Sidewalk and Utilities Purposes, Deed Book 2111, Page 39 Lots 1-7 and 10 & 11 Block 10 Fort Myer Heights Plat N4 Page 50 Arlington County, Virginia," prepared by Bowman Consulting Group, Ltd., dated April 2, 2026, last revised April 28, 2026 (the "Plat"); subject to the following conditions:

1. The Owner/Applicant shall submit, for review and approval, to DES, a utility relocation and engineering design plan ("Plan") for the construction, abandonment, relocation, continued location in place, removal, and/or replacement of all utilities located, in whole or in part, within the area proposed to be vacated. The Plan shall be subject to approval by the Director of DES, or his designee.

2. After approval of the Plan and before commencing the work described therein, the Applicant shall submit to the Director of DES, or his designee, a bond, letter of credit, or other security, acceptable to the County Manager, in an amount and in a form as determined by and acceptable to the County Manager, or his designee, to secure the construction, abandonment, relocation, continued location, removal and/or replacement of any and all existing utilities pursuant to the approved Plan.

3. The Owner/Applicant shall remove, relocate, leave in place, abandon and/or reconstruct, or cause to be removed, relocated, left in place, abandoned and/or reconstructed, at its sole cost and expense, all utilities of the County, or of others, existing within the areas proposed to be vacated and required to be removed, relocated, left in place abandoned and/or reconstructed by the approved Plan. Such utilities shall include, but not be limited to, all water lines, sewer lines

and any and all infrastructure and appurtenances thereto. All utilities removed or abandoned shall be relocated or reconstructed with new utilities and related facilities and appurtenances of size, dimension and location acceptable to the County, in accordance with the approved Plan and in strict accordance with Arlington County Construction Standards and Specifications, and all applicable laws, ordinances, regulations and policies, and as required by the Site Plan, as approved by the County Board.

4. The Owner/Applicant shall convey to the County Board, without payment of any compensation, all new utility easements required by the County Manager, by deed, in substance acceptable to the County Manager and approved as to form by the County Attorney. Such utility easements shall include easements for any utilities permitted in the approved Plan to continue to be located in the areas proposed to be vacated, whether such location is temporary or permanent. Permanent easements for public sidewalk and utilities purposes for the continued location of future sidewalk and utilities in the areas proposed to be vacated may be accomplished by reservation of easement rights by the County Board in the Deed of Vacation. In addition, and if applicable, the Owner/Applicant shall obtain all required right-of-way permits at the Owner/Applicant's sole cost and expense, needed to perform any work required therein.

5. The Owner/Applicant shall prepare and submit to the County, for review and approval, the Deed of Vacation and all other deeds required by this Ordinance of Vacation, along with all required plats. Such deeds and plats shall be subject to the approval by the County Manager, or his designee, as to substance, and such deeds shall be subject to approval as to form by the County Attorney. The Real Estate Bureau Chief is authorized to execute the Deed of Vacation and to accept, on behalf of the County Board, any deeds related to or required by this Ordinance of Vacation. The Owner/Applicant shall be responsible for recordation of all deeds and plats in the Land Records.

6. The Deed of Vacation shall be in recordable form. The Deed of Vacation shall, among other things, convey by quitclaim, all right, title and interest, if any, of the County Board to and in the portions of the areas proposed to be vacated and related County facilities within the boundaries of the areas proposed to be vacated, subject to any reservations for easements required for any County facilities designated to remain in place within the areas proposed to be vacated as set forth in the approved Plan.

7. The Owner/Applicant shall pay all fees, including the fees for plat review, approval and recordation of the Deed of Vacation and all other fees associated with this Ordinance of Vacation.

8. The Owner/Applicant shall pay the County Board $532,845 in total compensation for the vacation of all the areas proposed to be vacated.

9. All conditions of this Ordinance of Vacation shall be met by noon on June 30, 2029, or this Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

#36(A) – Board Report

#36(A) – Item Attachment – PUBLIC NOTIFICATION MAP

#36(A) – Item Attachment – 4.1 DRAWINGS

#36(A) – Item Attachment – STAFF PRESENTATION

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IV ADDITIONAL ITEMS

There were no additional items heard or considered by the Board.

V ADJOURNMENT

Without objection, at 1:02 PM, the June 13, 2026 Regular County Board Meeting was recessed.

_____
Matt de Ferranti, Chair

ATTEST:

_____
Mason Kushnir, Clerk
Approved: September 19, 2026