

MINUTES FOR APPROVAL

Attached for County Board consideration for approval are the minutes of the meeting dates listed below:

March 10, 2012

Regular Meeting

March 13, 2012

Recessed Meeting

A Regular Meeting of the County Board of Arlington County, Virginia, held in Room 307 of 2100 Clarendon Boulevard thereof on Saturday, March 10, 2012 at 8:30 a.m.

PRESENT: MARY HYNES, Chair
J. WALTER TEJADA, Vice Chairman
JAY FISETTE, Member
CHRISTOPHER ZIMMERMAN, Member

ALSO PRESENT: BARBARA M. DONNELLAN, County Manager
STEPHEN MacISAAC, County Attorney
HOPE L. HALLECK, Clerk

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PUBLIC COMMENT

Darnell R. Carpenter, representing Johnson Hill, spoke about the George Washington Carver Mutual Homes in Arlington View and the underlying zoning of R-5. He remarked that the development has never been in compliance with R-5 wondered if the zoning designation pre-dated the construction of the development in 1945. Owners who are considering selling the property are concerned with obtaining replacement value for their properties.

Mr. Jim Pebley, standing with Darnell R. Carpenter, opposes zoning changes that would allow "residential chicken farming." He remarked that the current zoning restriction has existed for over 50 years and should remain and lifting the restrictions would cause enforcement difficulties, health issues, noise, pollution, water runoff impacts and more.

Robert Atkins spoke about Barbara Favola being absent from a recent General Assembly budget vote.

Matt Wavro, a Human Resources professional, commented on limited compensation for County staff and severance paid to employees who are not under contract and leave voluntarily. He mentioned the recent resignations of the former County Manager, Michael Brown and Planning Director Peter Katz.

Tina Ybarra, of the Friends of Long Bridge Park, spoke in support of the 10 year plan to complete and connect Long Bridge Park, including funding for the aquatic health and fitness facilities.

Suzanne Gould spoke on behalf of her neighbors to oppose the move of a bus stop and shelter on 23rd Street from a commercially zoned area to a residential area. The concerns expressed included safety, security, loss of three street parking spaces, increased noise, litter, traffic jams, loitering and decreased property values.

Chick Walter of the Arlington Ridge Civic Association spoke about the painting of the ART Bus Administration Building in 2009 in what he referred to as a "garish green and white." He stated that the neighborhood associations were reassured that the building would be re-painted and that the building would eventually be torn down. This has not occurred.

Jim Hurysz remarked on the Columbia Pike Transit Initiatives Policy Committee meeting. He commented on the WMATA Alternatives Analysis for Transit on the Pike, which he stated showed that an articulated bus system would provide equivalent service to a streetcar system at a lower cost.

Teresa Russin, Vice-President of Hermandad de Sigma Iota Alpha Incorporada and a JMU student, spoke on the importance of maintaining affordable renting housing in Arlington County to preserve diversity and a labor force for essential community services. She remarked that affordable housing allows families to live near work and educational resources.

Carlos Hernandez, a student at the Key School, spoke in opposition to the neighborhood plan for Columbia Pike because there will be less affordable housing available and could increase homelessness. Giuliana Hernandez echoed her brother’s sentiments and added that some of her friends may have to move away if there is less affordable housing.

Sandra Hernandez, mother of Carlos and Guiliana, and a resident of Freeman’s Village expressed concern about the Columbia Pike redevelopment which she believes could impact low-income residents of Columbia Pike. She requested that Board members meet with the poor and immigrant residents of the Columbia Pike area and asked if the Board plans to schedule a referendum on the street car project. She also asked why the form-based code for Columbia Pike does not have provisions for new affordable housing and encouraged use of historic preservation and tourism to preserve historic African American neighborhoods.

Miriam Gennari spoke on behalf of Arlington Green to promote the idea of using modular structures on the rooftops of existing buildings to increase affordable housing. She stated these can also be used in schools, as in the City of Alexandria.

Audrey Clement, of the Green Party of Virginia, spoke about recent actions in Richmond regarding the decrease in County road maintenance fees and her belief that the Board needs to oppose the actions more strongly.

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ANALYSIS OF CONTINGENT ACCOUNTS

The Board received a Summary of Fiscal Year 2012 Contingent Accounts showing balances of \$1,000,000 in General and \$3,899,554 in Affordable Housing Investment Fund as of March 1, 2012.

CONSENT ITEMS (ITEMS 1-28) CITIZENS INTERESTED IN REMOVING AN ITEM FROM THE CONSENT AGENDA MUST SUBMIT A SPEAKER SLIP TO THE CLERK AT THE SATURDAY, MARCH 10, 2012, MEETING BEFORE 9 A.M. PUBLIC TESTIMONY ON REMOVED ITEMS WILL OCCUR AT THE RECESSED MEETING ON TUESDAY, MARCH 13, 2012, AT 6:30 P.M. (NO TESTIMONY TAKEN ON SATURDAY).

A motion was made by CHRISTOPHER ZIMMERMAN, Member, seconded by J. WALTER TEJADA, Vice Chairman to approve the County Manager’s recommendation for all consent items except items #1, #9, #19 and #23, which will be subject to full hearing at the March 13, 2012 County Board recessed meeting. The motion was adopted and carried by a vote of 4 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

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SITE PLANS/AMENDMENTS/REVIEW

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2. SP #50 SITE PLAN AMENDMENT TO ALLOW A MEDICAL OFFICE USE FOR RENEW LASER & SKIN; LOCATED AT 5301 LEE HIGHWAY (RPC #02-073-092).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve a site plan amendment to SP #50 to permit a medical office use instead of office/commercial use in an 1,800 square foot space for Renew Laser & Skin; located at 5301 Lee Highway.

WHEREAS, an application for a Site Plan [Amendment] dated January 3, 2012 for Site Plan #50, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its March 10, 2012 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment, subject to numerous conditions as set forth in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012 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 Site Plan Amendment to permit a medical office use for Renew Laser & Skin for Site Plan #50:

- 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 dated January 3, 2012 for Site Plan #50, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements included in this application, for a Site Plan Amendment to permit a medical office use for Renew Laser & Skin, for the parcel of real property known as (RPC #02-073-092) and 5301 Lee Highway approval is granted and the parcel so described shall be used according to the Site Plan as approved September 13, 1969 as amended from time to time as shown in the records of the Office of Zoning Administration, and as amended by this Site Plan Amendment application, subject to all previously approved conditions and the new condition numbers 14 through 16 (for Renew Laser & Skin) as follows:

New Conditions (Site Plan Amendment – Renew Laser & Skin):

The following three conditions, numbers 14 through 16, shall be applicable to the 1,800 square feet of space occupied by the Arlington Hearing Center, LLC:

14. 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 Community Code Enforcement Office, Environmental Health Bureau and the Fire Marshal's Office, including securing the appropriate building permit prior to the issuance of a certificate of occupancy.
15. The applicant agrees that hours of operation will be Monday through Saturday between 9:00 a.m. and 6:00 p.m. by appointment only. The applicant agrees that sessions are limited to 1-2 customers at any given time.
16. The applicant agrees to encourage customers and staff to walk, bike, and use public transportation by providing information at the medical office and on its website regarding public transit and other alternatives to driving.

[Board Report #2](#)

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3. SP #90 SITE PLAN AMENDMENT REVIEW FOR LIVE ENTERTAINMENT AT POTBELLY

SANDWICH WORKS; LOCATED AT 1615 CRYSTAL SQUARE ARCADE (RPC# 34-020-248).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the attached ordinance to renew the site plan amendment for live entertainment, subject to all previously approved conditions and to the proposed conditions in this report applicable only to the live entertainment use, and with a County Board review in five (5) years (March 2017).

WHEREAS, an application for a Site Plan Amendment dated March 15, 2003 for Site Plan # 90, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in the Staff Report provided to the County Board for its March 10, 2012 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012 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 dated March 15, 2003 for Site Plan # 90 and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Conditions #30-32 below (which drawings, etc... are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment to modify the comprehensive sign plan, for the parcel of real property known as 1615 Crystal Square Arcade (RPC# 34-020-248) approval is granted and the parcel so described shall be used according to the approval dated September 27, 1972 as amended from time to time as shown in the Zoning records, and as shown in by the Revised Site Plan Application, subject to all previously approved conditions (numbers 1 through 29) and new Conditions #30-33:

30. The applicant agrees that the Live Entertainment use permitted at 1615 Crystal Square Arcade is a temporary use that has been approved for a limited five (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 March 31, 2017, without further action by the County Board. The applicant agrees that it will cease the live entertainment use on or before March 31, 2017. The applicant acknowledges and agrees that after March 31, 2017, it shall have no right to have live entertainment at Potbelly Sandwich Works unless approval for that use is obtained from the County Board.
31. The applicant agrees that live entertainment shall be permitted only between the hours of 11:00 a.m. to 3:00 p.m., Monday through Friday, and shall be limited to one performer.
32. The applicant agrees that music resulting from live entertainment shall comply with the limits established in the County Noise Ordinance.
33. The applicant agrees that all requirements of County and State Ordinances, including the Environmental Health Bureau, the Fire Marshal, the Police Department and the Alcohol Beverage Control Board (ABC) shall be met.

[Board Report #3](#)

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4. SP #105-8 SITE PLAN AMENDMENT TO MODIFY THE LANDSCAPE PLAN FOR THE PLAZA INCLUDING EXPANSION OF THE ICE RINK AND ASSOCIATED MODIFICATIONS TO THE LANDSCAPING AND ADDITION OF FREESTANDING RETAIL STRUCTURES IN THE PLAZA LOCATED AT 1101, 1201 AND 1301 SOUTH JOYCE STREET AND 900 ARMY NAVY DRIVE (RPC# 35-005-031).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve a site plan amendment to SP #105-8, subject to all previously approved conditions, revised condition #57 and new conditions #69 and #70, with no further scheduled County Board review for the ice skating rink.

WHEREAS, an application for a Site Plan Amendment dated June 27, 2011 for Site Plan # 105-8, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its March 10, 2012 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to numerous conditions as set forth in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012 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 approved on February 7, 1998 as amended by the Revised Site Plan Amendment Application as defined below:

- 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;
- 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 27, 2011 for an amendment to Site Plan # 105-8, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements on file in the Office of Zoning Administration (which drawings, etc... are hereafter collectively referred to as "Revised Site Plan Amendment Application"), for a Site Plan Amendment to change the approved plaza and to revise one (1) condition and add two (2) new conditions for the parcels of real property known as RPC# 35-005-031 located at address 1101, 1201, and 1301 South Joyce Street, approval is granted, and the parcels so described shall be used according to the Site Plan as approved by the County Board on February 7, 1998 as amended by the Revised Site Plan Amendment Application, subject to all previous conditions, with condition 57 amended as follows and new conditions 69 and 70:

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's designee. Whenever, under these conditions, anything is required to be done or approved by the County Manager, the language is understood to include the County Manager or his or her designee.

57. Revised condition #57: The area of the urban plaza designated for the ice skating rink shall be constructed of a permanent decorative paver treatment. The developer agrees that the ice rink may be open to the general public during the months of ~~November~~ October through March, 9:00 a.m. to 10:00 p.m., Sunday through Thursday, and 9:00 a.m. to 11:00 p.m., Friday, Saturday, federal holidays and the day before federal holidays. The developer agrees to work with the neighboring community and civic associations in identifying activities for the use of the plaza during off-season months. The developer agrees to submit plans for the use of the rink during off-season periods to the Zoning administrator prior to the Certificate of Occupancy for the space. The operation of the ice rink and other off-season uses shall comply with the Arlington County Noise Ordinance.

The following new conditions # 69-#70 apply only to the developer's proposal to revise the plaza, as presented to and approved by the County Board on March 10, 2012.

69. **Plaza Revitalization Plan (2012).** The developer agrees to develop and implement landscape treatments in the plaza consistent with the conceptual landscape plan dated February 17, 2012 as presented to and approved by the County Board on March 10, 2012. The developer agrees to submit a copy of the new Final Landscape Plan for the plaza to the Aurora Highlands Civic Association for comment prior to submission of the plan for County Manager review and approval for consistency with this approval. The developer agrees to the following plan components and to submit the following for review and approval as part of a new Final Landscape Plan for the plaza:
- a. Three (3) copies of colored façade elevations at 24" x 36", which label the materials and colors for each exterior elevation of the retail/café structures, one (1) copy of black and white architectural elevations, and one (1) sample material board at no larger than 24" x 36", for review by the County Manager for consistency with this site plan approval. The submission shall be made to the Zoning Office. The developer further agrees to obtain the approval of the County Manager of the façade treatment of the retail structure as being consistent with the character of the structures as represented illustratively on the February 17, 2012 conceptual landscape plan as presented to and approved by the County Board on March 10, 2012, before the issuance of the Final Building Permit.
 - b. The developer agrees that the storefront for at least three sides of the retail/café structures shall have a minimum transparency of 50% as measured from floor to ceiling on the inside of the building. In addition, the portion of those three sides of the retail/café storefronts that are located between three and eight feet from grade are required to be at least 80% transparent. The purpose of this condition is to allow pedestrians to view the activity within the retail/café establishments and to allow patrons and employees of the retail establishments to view the activity in the plaza. "Transparency" shall mean using glass or other transparent exterior material offering a view into an area of the retail/café establishments where human activity normally occurs and shall not be satisfied by views into areas that are immediately blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like. Provided that the exterior material is glass or other transparent material, a tenant may apply to the County Board for a site plan amendment to grant an exception to this condition for a specified duration.
 - c. The developer agrees that the western retail/café structure shall have a flat roof design.
 - d. As part of the Final Landscape Plan for the plaza, the developer agrees to locate lighting fixtures within the plaza in a manner which minimizes conflicts with pedestrian accessibility, subject to the need to provide appropriate safety and ambient lighting, and then to implement that lighting.
 - e. The developer agrees to install a high quality artificial turf/synthetic grass system designed for heavy foot traffic, which is designed to appear "natural," and which can be used safely in hot weather.

- f. As part of the Final Landscape Plan submission, the developer agrees to provide the following information with respect to the artificial turf/synthetic grass system that will be incorporated in the plaza:
 - i. Specification of the total lead content in yarn fibers;
 - ii. Specification as to the type and depth of base materials;
 - iii. Specification as to soil stabilizing fabric, if any, including permeability specification sheet & Material Safety Data Sheet ("MSDS"), if available;
 - iv. Specification of infill materials including specification sheet & MSDS, if available;
 - v. Specification of seaming materials and adhesives including specification sheet & MSDS, if available;
 - vi. Copy of manufacturer warranty for all materials for which such a warranty is provided;
 - vii. Design edge details and methods of installation;
 - viii. Specification as to cleaning and maintenance method(s) and frequency;
 - ix. Specification of the proposed plan for drainage of the affected area;
 - x. A minimum 12" by 12" sample of the exact artificial turf or synthetic grass surface materials to be used; and
 - xi. Specification for the provision of temporary shade structures that can be erected to provide shade within the artificial turf/synthetic grass portion of the plaza for use, as needed, during all day events and otherwise during the warm season.

- 70. The developer agrees, as part of the plaza reconstruction described in condition #69, to repair/replace portions of the South Joyce Street sidewalk, from the plaza to the back of curb along South Joyce Street, along the plaza frontage, that are damaged, to match the existing condition (poured concrete). The finish materials and aesthetic design of the repair/replacement shall match the existing design and materials and otherwise be consistent with Arlington County standards and in conformance with the approved Engineering Plan for the project. This condition shall be fulfilled prior to the issuance of any certificate of occupancy for the freestanding plaza retail/café structures.

[Clerk's note: as set forth in the document entitled "Addendum-3-10-12-A- SP#105-8" attached for the public record to these minutes.]

[Board Report #4](#)

Addendum-3-10-12-A- SP#105-8

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5. SP #197 SITE PLAN AMENDMENT TO ADD A NEW CONDITION #25 TO ALLOW A NEW USE FOR A YOGA AND PILATES STUDIO IN AN OFFICE COMPLEX; LOCATED AT 3300 FAIRFAX DRIVE, SUITE B (RPC# 14-033-005).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the attached ordinance to approve a site plan amendment to convert office space to allow a Yoga and Pilates studio for Site Plan #197, subject to all previously approved conditions and a new Condition #25.

WHEREAS, an application for a Site Plan Amendment dated January 3, 2012, for Site Plan #197 was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its March 10, 2012 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 previous conditions and new or revised conditions; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012, 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 C-O-1.5 district as set forth in the Zoning Ordinance and modified as follows:

A modification to the site plan allowing a yoga and Pilates studio.

- 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 requested by an application dated January 3, 2012, for Site Plan #197, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements on file in the office of Arlington County (AC) Zoning Administration (which drawings are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment for the parcel of real property known as RPC# 14-033-005 and 3300 N. Fairfax Drive, approval is granted and the parcel so described shall be used according to Site Plan #197 as shown in the records of AC Zoning Administration as amended by the Site Plan Amendment Application, subject to all previous conditions, and one (1) new condition #25 as follows:

25. The applicant agrees that no more than 1,200 square feet of the ground floor for the building located at 3300 Fairfax Drive may be used for a yoga and Pilates studio instead of office use, as shown on the plan.

a. 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 Community Code Enforcement Office, Environmental Health Bureau and the Fire Marshal's Office, including securing the appropriate building permit prior to the issuance of a certificate of occupancy.

b. The applicant agrees to encourage customers and staff to walk, bike, and use public transportation by providing information at the yoga and Pilates studio regarding public transit and other alternatives to driving.

[Board Report #5](#)

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6. SP #220 SITE PLAN AMENDMENT TO ALLOW AN ADDITIONAL MEDICAL OFFICE USE WITHIN EXISTING RETAIL SPACE FOR ARLINGTON HEARING CENTER, LLC; LOCATED AT 2500 WILSON BLVD (RPC# 18-007-011).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the attached ordinance to approve a site plan amendment to permit a medical office use together with the retail use within existing retail space for Arlington Hearing Center, LLC; located at 2500 Wilson Blvd.

WHEREAS, an application for a Site Plan [Amendment] dated January 3, 2012 for Site Plan # 220, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its March 10, 2012 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment, subject to numerous conditions as set forth in the Staff Report[s]; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012 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 Site Plan Amendment to permit for a medical office use together with the existing retail use in the space for Arlington Hearing Center, LLC for Site Plan #220:

- 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 dated January 3, 2012 for Site Plan # 220, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements included in this application, for a Site Plan Amendment to permit a medical office use together with the retail use within existing retail space for Arlington Hearing Center, LLC, for the parcel of real property known as (RPC #18-007-011) and 2500 Wilson Blvd approval is granted and the parcel so described shall be used according to the Site Plan as approved on May 18, 1985 as amended from time to time as shown in the records of the Office of Zoning Administration, and as amended by this Site Plan Amendment application, subject to all previously approved conditions and the new condition numbers 34 and 35 (for Arlington Hearing Center, LLC) as follows:

New Conditions (Site Plan Amendment – Arlington Hearing Center, LLC):

The following two conditions, number 34 and 35, shall be applicable to only the 1,050 square feet of space occupied by [sic] the Arlington Hearing Center, LLC:

34. 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 Community Code Enforcement Office, Environmental Health Bureau and the Fire Marshal's Office, including securing the appropriate building permit prior to the issuance of a certificate of occupancy (for the additional medical office component of this space).
35. The applicant agrees to encourage customers and staff to walk, bike, and use public transportation by providing information at the medical office and on its website regarding public transit and other alternatives to driving. The applicant shall also provide informational maps at their medical office and a link on their website of available public garage and metered parking options for the Clarendon, Court House, and Rosslyn areas.

[Board Report #6](#)

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7. WORLD OF BEER

- A. SP# 331 Site Plan Amendment to amend the Comprehensive Sign Plan located at 901 N. Glebe Road (RPC# 14-051-358).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to amend the comprehensive sign plan for SP #331 to allow a 70 square foot retail tenant sign at 901 N. Glebe Road to be mounted on a canopy, subject to all previous conditions and one (1) proposed new condition #76, applicable only to 901 N. Glebe Road.

WHEREAS, an application for a Site Plan Amendment dated December 27, 2011 for Site Plan # 331, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report provided to the County Board for its March 10, 2012 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012 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:
 - Modify the definition of a wall sign and allow the retail tenant sign to be mounted on the canopy at a distance of 3'8" from the wall; 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 December 27, 2011 for Site Plan # 331 and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition #76 below (which drawings, etc... are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment to modify the comprehensive sign plan, for the parcel of real property known as 901 N. Glebe Road (RPC# 14-051-358) approval is granted and the parcel so described shall be used according to the approval dated November 14, 1998 as amended as shown in the records of the Office of Zoning Administration and by the Revised Site Plan Application, subject to all previously approved conditions (numbers 1 through 75) and new Condition #76:

- #76. The applicant agrees to limit the retail sign for the approximately 3,600 sq.ft. space to be initially occupied by World of Beer at 901 N. Glebe Road to one tenant identification sign of no more than 70 square feet at the location and design shown on the drawings submitted to the County from Thomas Sign and Awning Co Inc., dated 10/21/11, revised 12/22/11. The total area for the tenant sign lettering and logo shall be limited to no more than 70 square feet, and the distance from the wall shall be no greater than 3'8". The Zoning Administrator may approve a change to the wording of this retail tenant sign and a minor change in the location of the sign to meet field conditions (less than one (1) foot in any direction), however may not approve a change in the sign area, illumination, or structure of the sign. [Clerk's note: as set forth in the document entitled "Addendum-3-10-12-B- SP#331" attached for the public record to these minutes.]

[Board Report #7A](#)

Addendum-3-10-12-B- SP#331

- B. SP331-U-12-1 Use Permit Associated With A Site Plan for Live Entertainment/Dancing and Outdoor Seating located at 901 N. Glebe Road (RPC# 14-051-358).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application SP 331-U-12-1 on file in the Office of the Zoning Administrator for a use permit for live entertainment, dancing, and outdoor seating for the parcel of real property known as 901 N. Glebe Road (RPC# 14-051-358), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to the conditions listed in the staff report, and with a County Board review in one (1) year (March 2013).

CONDITIONS:

Note:

The following conditions, #77 through #86 are applicable only to the live entertainment, dancing and outdoor seating use permit located at 901 N. Glebe Road.

For live entertainment:

77. The applicant agrees that live entertainment is permitted only from 7 p.m. to 12 a.m., Sunday through Wednesday, and 7 p.m. to 1:30 a.m. Thursday, Friday, Saturday, and the eve of all legal Federal Holidays, as well as St. Patrick's Day, Cinco de Mayo, and Halloween.
78. The applicant agrees to comply at all times with the Arlington County noise ordinance. The Applicant further agrees that the windows and doors shall remain closed during the times of live entertainment, except for servers coming and going from the outdoor café. The applicant agrees that, under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building.
79. The applicant agrees to comply with all requirements of applicable County and State Ordinances, the Environmental Health Bureau, and the Fire Marshal, the Police Department and the Alcohol Beverage Control Board.
80. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
81. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to the live entertainment and 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 live entertainment. The name and telephone number shall be submitted to the Zoning Administrator and a copy sent to the Ballston-Virginia Square and Bluemont Civic Associations.

For outdoor seating:

82. The applicant agrees that outdoor seating area is permitted on N. Glebe Road as shown on the "Proposed Seating Plan" dated February 16, 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 shall leave a minimum of eight (8) feet of clearance width along all sidewalks for pedestrians. [Clerk's note: as set forth in the document entitled "Addendum-3-10-12-C- SP331-U-12-1" attached for the public record to these minutes.]
83. The applicant agrees that any use of umbrellas in the outdoor seating area shall not interfere with

pedestrian movement along the sidewalk.

84. The applicant agrees that there shall be no music or audio system piped outside to the outdoor seating area at any time.
85. 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.
86. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to the live entertainment and 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 live entertainment. The name and telephone number shall be submitted to the Zoning Administrator and a copy sent to the Ballston-Virginia Square and Bluemont Civic Associations.

[Board Report #7 B](#)

Addendum-3-10-12-C- SP331-U-12-1

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8. SP #401 SITE PLAN AMENDMENT TO MODIFY CONDITION #64 REGARDING THE EXPANSION OF ALLOWABLE USES WITHIN THE RETAIL SPACE AT 800 N. GLEBE ROAD (RPC# 14-053-062).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the ordinance to approve a site plan amendment to allow a reduction in the retail requirement for Site Plan #401, subject to all previous conditions and a revised Condition #64.

WHEREAS, an application for a Site Plan Amendment dated December 5, 2011, for Site Plan #401 was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its March 10, 2012 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 previous conditions and new or revised conditions; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012, 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 C-O-2.5 district as set forth in the Zoning Ordinance and modified as follows:
 - To allow a reduction in the retail square-footage requirement initially approved in the site plan conditions.
- 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 requested by an application dated December 5, 2011, for an amendment to Site Plan #401, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements on file in the office of Arlington County (AC) Zoning Administration (which drawings are hereafter collectively referred to as "Revised Site Plan Application"), for the parcel of real property known as RPC# 14-053-062 and 800 N. Glebe Road, approval is granted and the parcel so described shall be used according to Site Plan #401 as initially approved on February 23, 2008 with an amendment as shown on the application dated December 5, 2011 subject to all previous conditions, with condition #64 revised as follows:

64. **Retail Elements**

The developer agrees to market a minimum of ~~26,292~~ 24,792 square feet of retail space located on the first floor of Office Building A. The developer agrees that approximately 1,500 square feet of space on the first floor of Office Building A, as shown on the revised sheet A1.2 and A2.1A dated 12-5-11, may be used for retail or management/leasing office use, as approved by the County Board on March 10, 2012. and a Additionally, a minimum of 9,949 square feet of retail space located on the first floor of Office Building B and 24,792 square feet of the retail space located on the first floor of Office Building A shall be used consistent with the approved Retail Action Plan for the Rosslyn-Ballston Corridor, dated January 2001 and the following: [Clerk's note: as set forth in the document entitled "Addendum-3-10-12-D- SP#401" attached for the public record to these minutes.]

1. The developer is encouraged to lease space designated for "personal or business services" in the Retail Action Plan to "Entertainment and Main Street Retail" businesses.
2. The retail space shall be designed and used in a manner consistent with the (*Ballston Sector Plan*, adopted in 1980).
3. Each separate retail space shall have direct access to the building's service corridor.
4. The developer shall build out the retail space to include the rough-in of utilities, i.e., sprinkler heads, plumbing, electrical wiring, and stubs for extensions.
5. Within the space labeled "multipurpose/retail" on the plans dated February 6, 2008, Office Building B may use up to a maximum of 3,300 square feet of ground floor space for the following uses as an alternative to retail use, only for the Ballston Science & Technology Alliance or similar non-profit entity: 1) up to 2,000 square feet for office use, and 2) the remainder for exhibit space that would be open to the public during at least the hours of operation of the ground floor retail space, except for periods when the exhibit space may be closed to the public to accommodate special events. The developer agrees to maintain the following minimum retail depth for the Office Building B retail frontage along Glebe Road: measuring from the back of the column on the north wall to the second column (moving south) along the east wall, no more than 50% of the linear frontage may have a depth of less than eight feet, and the remainder may have a depth of less than 12 feet; all retail frontage south of the north edge of the second column as described above must have a minimum depth of 30 feet.

The developer agrees to submit an application for administrative change for any proposal for retail or other uses or parking not clearly consistent with the above. Any change in the use of the retail space from retail to office or other non-retail use, except as described in 5, shall require a site plan amendment.

[Board Report #8](#)

Addendum-3-10-12-D- SP#401

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USE PERMITS REQUEST/REVIEWS/AMENDMENTS

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10. U-2968-99-1 USE PERMIT REVIEW HARD TIMES CAFE FOR OUTDOOR CAFE SEATING; LOCATED AT 3028 WILSON BOULEVARD (RPC# 18-012-003).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application U-2968-99-1 on file in the Office of the Zoning Administrator for a use permit renewal for an outdoor café for the parcel of real property known as 3028 Wilson Boulevard (RPC# 18-012-003), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previously approved conditions and with a County Board review in three (3) years (March, 2015).

[Board Report #10](#)

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11. U-3018-01-1 USE PERMIT REVIEW ALLOWING LIVE ENTERTAINMENT AND DANCING FOR THE SPORTS HOUSE GRILL; LOCATED AT 3249 COLUMBIA PIKE (RPC# 25-012-001).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application U-3018-01-1 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment and dancing at Sports House Grill for the parcel of real property known as 3249 Columbia Pike (RPC# 25-012-001), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previous conditions, with quarterly administrative reviews (June, September, and December 2012) and a County Board review in one (1) year (March 2013).

[Board Report #11](#)

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12. U-3228-09-1 USE PERMIT AMENDMENT TO MODIFY CONDITION #20 AND FOR A COMPREHENSIVE SIGN PLAN; LOCATED AT 914-934 S. BUCHANAN ST. (RPC# 23-006-161, AND -002).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application U-3228-09-1 on file in the Office of the Zoning Administrator for a use permit amendment for the parcel of real property known as 914-934 S. Buchanan St. (RPC# 23-006-161, and -002) approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previous conditions, revised condition #20 and one (1) new condition.

Amended Condition #20

Replacement of Damaged Existing Curb, Gutter and Sidewalk

20. The developer agrees to remove and replace, according to 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 which is in poor condition or damaged by the developer, prior to the issuance of the first Certificate of Occupancy for the final phase of the project, as the final phase is determined pursuant to a phasing plan approved under condition 34.

New Condition #40

Comprehensive Sign Plan

40. The applicant agrees that all signs shall be limited to the location, number, design, and sign area shown on the drawings entitled "Buchanan Gardens, Arlington County, Virginia, Overall Sign Plan" seal dated February 10, 2012, prepared by Studio 39 Landscape Architecture, P.C., and as approved by the County Board on March 10, 2012. [Clerk's note: as set forth in the document entitled "Addendum-3-10-12-E- SP#331" attached for the public record to these minutes.]

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

The developer agrees that the hours of illumination of all signs proposed to be illuminated, shall be from 6:00 p.m. to 12:00 a.m., midnight, seven (7) days a week.

[Board Report #12](#)

Addendum-3-10-12-E- SP#331

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13. U-3304-11-1 USE PERMIT REVIEW FOR EDUCATIONAL USES AND COMMUNITY CENTER; LOCATED AT 901 AND 903 SOUTH HIGHLAND STREET AND 3045 COLUMBIA PIKE (RPC# 25-014-006, -003).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application U-3304-11-1 on file in the Office of the Zoning Administrator for a use permit renewal educational and community center uses for the parcel of real property known as 901 and 903 South Highland Street and 3045 Columbia Pike (RPC# 25-014-006, -003), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previously approved conditions, with an administrative review in six (6) months (September, 2012), and a County Board review in one (1) year (March, 2013).

[Board Report #13](#)

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14. U-3326-12-1 USE PERMIT PINES OF ITALY FOR RESTAURANT PROVIDING LIVE ENTERTAINMENT; LOCATED AT 3111 COLUMBIA PIKE (RPC# 25-012-044).

On the consent agenda vote, after a duly advertised public hearing, the Board deferred the request for a use permit to the April 21, 2012 County Board meeting.

[Board Report #14](#)

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15. U-3327-12-1 USE PERMIT FOR AN OPEN-AIR MARKET LOCATED AT WESTOVER LIBRARY/REED SCHOOL, 1644 N. MCKINLEY RD., (RPC# 10-022-030).

On the consent agenda vote, after a duly advertised public hearing, the Board deferred the subject use permit request to the April 21, 2012 County Board meeting.

[Board Report #15](#)

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16. U-3328-12-1 USE PERMIT FOR LIVE ENTERTAINMENT AT LA BAR & GRILL; LOCATED AT 2530 COLUMBIA PIKE (RPC# 32-002-001).

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the following ordinance:

BE IT ORDAINED that, pursuant to application U-3328-12-1 on file in the Office of the Zoning Administrator for a use permit for live entertainment for the parcel of real property known as 2530 Columbia Pike (RPC# 32-002-001), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to the conditions in the report, with an administrative review in six (6) months and a County Board review in one (1) year (March 2013).

Conditions

1. The applicant agrees that live entertainment is permitted only on Thursdays (open mike night from 9 p.m. until 1:00 a.m.), Fridays (live 1-4 person bands from 9:00 p.m. to 1:00 a.m.), and Saturdays (karaoke from 8:30 p.m. to 1:30 a.m.).
2. The applicant agrees to comply at all times with the Arlington County noise ordinance. The applicant further agrees that the windows and doors at the premises shall remain closed at all times during the times of live entertainment. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building.
3. The applicant agrees to comply with all requirements of County and State Ordinances, the Environmental Health Bureau, and the Fire Marshal, the Police Department and the Alcohol Beverage Control Board.
4. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
5. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to the live entertainment and an onsite liaison that shall be available during the hours of the business operation to receive and respond to community concerns regarding the live entertainment. The name and telephone number shall be submitted to the Zoning Administrator and a copy sent to the Columbia Heights Civic Association.

[Board Report #16](#)

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VACATIONS, EASEMENTS, RIGHTS OF WAY, ENCROACHMENTS & LEASES

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- 17. AMENDMENT AND REENACTMENT OF AN "ORDINANCE TO AMEND AND REENACT AND ORDINANCE TO VACATE: 1) A 10' WATER MAIN EASEMENT ON PARCEL 12, REMAINDER FROM SUBDIVISION OF PARCELS 14 AND 15, POTOMAC YARD, RUNNING FROM SOUTH CLARK STREET TO OLD JEFFERSON DAVIS HIGHWAY, PARALLEL TO 6TH STREET SOUTH, THEN RUNNING SOUTHWEST ALONG THE SOUTHERN BOUNDARY OF OLD JEFFERSON DAVIS HIGHWAY; AND 2) A 15' SANITARY SEWER AND FORCE MAIN EASEMENT ON PARCEL 12, REMAINDER FROM SUBDIVISION OF PARCELS 14 AND 15, POTOMAC YARD, RUNNING NORTHWEST FROM SOUTH CLARK STREET TO OLD JEFFERSON DAVIS HIGHWAY; BOTH EASEMENTS, LOCATED IN ARLINGTON COUNTY, VIRGINIA (RPC# 34-024-345), WITH CONDITIONS", ENACTED ON APRIL 16, 2011, TO SEPARATE THE ORDINANCE INTO TWO ORDINANCES, REVISE THE CONDITIONS, AND REFLECT PRESENT PARCEL DESIGNATIONS, AS FOLLOWS: (A) AN ORDINANCE TO AMEND AND REENACT AN ORDINANCE TO VACATE A 10' WATER MAIN EASEMENT ON THE NORTHERN CORNER OF PARCEL A, MONUMENT VIEW, RUNNING ALONG 6TH STREET SOUTH FROM SOUTH CLARK STREET TO OLD JEFFERSON DAVIS HIGHWAY, THEN RUNNING SOUTHWEST ALONG OLD JEFFERSON DAVIS HIGHWAY, ARLINGTON COUNTY, VIRGINIA (RPC# 34-025-007), TO AMEND THE CONDITIONS REQUIRED PRIOR TO RECORDATION OF THE DEED OF VACATION, WITH CONDITIONS; AND (B). AN ORDINANCE TO AMEND AND REENACT AN ORDINANCE TO VACATE A 15' SANITARY SEWER AND FORCE MAIN EASEMENT ON THE NORTHERN CORNER OF PARCEL A, MONUMENT VIEW, RUNNING SOUTHEAST FROM OLD JEFFERSON DAVIS HIGHWAY INTO PARCEL A, ARLINGTON COUNTY, VIRGINIA" (RPC# 34-025-007), TO AMEND THE CONDITIONS REQUIRED PRIOR TO RECORDATION OF THE DEED OF VACATION, WITH CONDITIONS. .**

On the consent agenda vote, after a duly advertised public hearing, the Board:

- A. Enacted the attached Ordinance (Attachment 1) to Amend and Reenact an Ordinance to Vacate a 10' Water Main Easement on the Northern Corner of Parcel A, Monument View, Running along 6th Street South from South Clark Street to Old Jefferson Davis Highway, Then Running Southwest along Old Jefferson Davis Highway, Arlington County, Virginia (RPC# 34-025-007), with conditions; and
- B. Enacted the attached Ordinance (Attachment 2) to Amend and Reenact an Ordinance to Vacate a 15' Sanitary Sewer and Force Main Easement on the Northern Corner of Parcel A, Monument View, Running Southeast From Old Jefferson Davis Highway into Parcel A, Arlington County, Virginia" (RPC# 34-025-007), with conditions; and
- C. Authorized the Real Estate Bureau Chief or his designee to: execute the deed(s) of vacation on behalf of the County Board; accept on behalf of the County Board, easements required by the Ordinance or the deed of vacation to be dedicated or conveyed to the County Board; execute other documents necessary to effectuate the Ordinances of Vacation set forth in Attachments 1 and 2; and sign, on behalf of the County Manager and the County Board, subject to approval of such documents as to form by the County Attorney.

[Clerk's note: as set forth in the document entitled "Addendum-3-10-12-F- Monument View" attached for the public record to these minutes.]

[Board Report #17](#)

Addendum-3-10-12-F- Monument View

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18. APPROVAL AND ACCEPTANCE OF DEEDS OF EASEMENT FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON PROPERTIES LOCATED AT 901 21ST STREET S. (RPC NO. 36-022-012), 839 21ST STREET S. (RPC NO. 36-021-001), 900 21ST STREET S. (RPC NO. 36-025-010), 901 22ND STREET S. (RPC NO. 36-025-011), 900 22ND STREET S. (RPC NO. 36-032-009), AND, 2215 S. IVES STREET (RPC NO. 36-031-007), ARLINGTON, VIRGINIA.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Approved six Deeds of Easement for Public Sidewalk, Utilities and Drainage Purposes Located at 901 21st Street S. (RPC No. 36-022-012), 839 21st Street S. (RPC No. 36-021-001), 900 21st Street S. (RPC No. 36-025-010), 901 22nd Street S. (RPC No. 36-025-011), 900 22nd Street S. (RPC No. 36-032-009), and, 2215 S. Ives Street (RPC No. 36-031-007), Arlington, Virginia; and
2. Authorized the Real Estate Bureau Chief, Department of Environmental Services or his designee to accept, on behalf of the County Board, the six Deeds of Easement attached to this Board Report as Attachments 1 through 6, subject to approval as to form by the County Attorney. [Clerk’s note: as set forth in the document entitled “Addendum-3-10-12-G- St. Ives Street” attached for the public record to these minutes.]

[Board Report #18](#)

Addendum-3-10-12-G- St. Ives Street

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ORDINANCES, PLANS AND POLICIES

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20. PROPOSED LOCAL DESIGNATION OF THE CALLOWAY CEMETERY, LOCATED AT 5000 LEE HWY. (RPC #08-002-004; CEMETERY SECTION ONLY).

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Adopted the attached ordinance approving the local designation of an historic district on the subject Calloway Cemetery (Attachment A).
2. Approved the attached *Calloway Cemetery Historic District Design Guidelines* (Attachment B). [Clerk’s note: as set forth in the document entitled “Addendum-3-10-12-H- Calloway Cemetery” attached for the public record to these minutes.]

**Z – 2554 – 11–1 HISTORIC DISTRICT
Historic District Designation of the Calloway Cemetery
located at 5000 Lee Hwy.**

AN ORDINANCE, PURSUANT TO CHAPTER 31A OF THE ARLINGTON COUNTY ZONING ORDINANCE AND THE HISTORICAL AFFAIRS AND LANDMARK REVIEW BOARD SUBMITTAL Z-2554-11-1, TO DESIGNATE THE CALLOWAY CEMETERY, WHICH IS A PORTION OF THE PROPERTY LOCATED AT 5000 LEE HWY., AS AN HISTORIC DISTRICT IN ORDER TO PRESERVE OBJECTS WITHIN ARLINGTON COUNTY HAVING

IMPORTANT HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL OR CULTURAL INTEREST AND TO FACILITATE THE CREATION OF A CONVENIENT, ATTRACTIVE AND HARMONIOUS COMMUNITY AND PROTECT AGAINST THE DESTRUCTION OF OR ENCROACHMENT UPON HISTORIC AREAS.

WHEREAS, the Historical Affairs and Landmark Review Board (HALRB), based upon extensive research, analysis, and study contained in the County's Historic District Designation Form and other information considered by it, has recommended to the County Board of Arlington County that the Calloway Cemetery be designated as an Historic District; and

WHEREAS, based on that recommendation and other information presented to the County Board, the Board finds that the property meets three of the eleven designation criteria listed in Section 31A, Part C.1.d of the Arlington Zoning Ordinance; and

WHEREAS, the County Board finds that the historic and cultural significance of the property qualifies it for designation as an Historic District and that such designation will protect against destruction of or encroachment upon historic areas; and

THEREFORE, BE IT ORDAINED that the property in Arlington County known as the Calloway Cemetery, which is a portion of the property located at 5000 Lee Hwy. (Real Property Code 08-002-004) and which cemetery is shown on the map that is attached hereto as the approximately 7,100-square feet that lies west of the parking lot and driveway for the Calloway United Methodist Church, is hereby designated as an historic district pursuant to Section 31A of the Arlington County Zoning Ordinance, and Historical Affairs and Landmark Review Board submittal Z-2554-11-1 on file in the Office of the Zoning Administrator, and the zoning map is hereby amended to show the historic district. All land and objects comprising the cemetery portion of 5000 Lee Hwy. shown on the attached drawing by cross-hatching, are included within the boundary of the Calloway Cemetery Historic District.

[Board Report #20](#)

Addendum-3-10-12-H- Calloway Cemetery

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21. ENACTMENT OF AN ORDINANCE TO AMEND, REENACT, AND RECODIFY CHAPTER 14.2 (MOTOR VEHICLES AND TRAFFIC) SECTION 14.2-12, SUBSECTION (A), OF THE CODE OF ARLINGTON COUNTY, VIRGINIA, CONCERNING MAXIMUM AND MINIMUM SPEED LIMITS BY DECREASING THE SPEED LIMIT ON SOUTH GLEBE ROAD FROM WALTER REED DRIVE TO ARLINGTON BOULEVARD/STATE ROUTE 50.

On the consent agenda vote, after a duly advertised public hearing, the Board enacted the Ordinance to amend, Reenact, and Recodify Chapter 14.2 (Motor Vehicles and Traffic) Section 14.2-12, Subsection (A), of the Code of Arlington County, Virginia, Concerning Maximum and Minimum Speed Limits by Decreasing the Speed Limit on South Glebe Road from Walter Reed Drive to Arlington Boulevard/State Route 50.

AN ORDINANCE TO AMEND, REENACT AND RECODIFY CHAPTER 14.2 (MOTOR VEHICLES AND TRAFFIC), SECTION 14.2-12, SUBSECTION (A), OF THE CODE OF ARLINGTON COUNTY, VIRGINIA CONCERNING MAXIMUM AND MINIMUM SPEED LIMITS BY DECREASING THE SPEED LIMIT ON SOUTH GLEBE ROAD FROM SOUTH WALTER REED DRIVE TO ARLINGTON BOULEVARD/STATE ROUTE 50.

I. BE IT ORDAINED that Chapter 14.2, Section 14.2-12, Subsection (A), of the Code of Arlington County, Virginia is hereby amended, reenacted and recodified to read, in pertinent part, as follows:

§ 14.2-12. Maximum and Minimum Speed Limits.

- A. No person shall drive any vehicle upon a highway in this County at a speed in excess of twenty-five (25) miles per hour except upon the following highways or portions thereof on which the speed

limits shall be as follows:

Thirty (30) miles per hour upon:

North 10th Street between Arlington Boulevard and North Washington Boulevard.

Fairfax Drive between North Monroe Street and North Glebe Road.

George Washington Parkway, marked portions either side of Key Bridge.

Kirkwood Road from Washington Boulevard to Spout Run Parkway.

Lorcom Lane from Old Dominion Drive to Spout Run Parkway.

Nellie Custis Drive from Lorcom Lane to Military Road.

South Arlington Mill Drive from Shirlington Road to Walter Reed Drive.

North Carlin Springs Road from North Glebe Road to Arlington Boulevard.

South Carlin Springs Road from Arlington Boulevard to Columbia Pike.

Fairfax Drive from Arlington Boulevard to North Barton Street.

Little Falls Road from Yorktown Boulevard at North Kensington Street to Williamsburg Boulevard.

Quaker Lane from Shirley Highway to King Street.

Walter Reed Drive from Columbia Pike to King Street.

North Westmoreland Street from Arlington County line to Fairfax Drive.

South 15th Street from Jefferson Davis Highway to South Hayes Street.

Chain Bridge Road from North Glebe Road to Fairfax County Line.

Washington Boulevard from Kirkwood Road to Lee Highway.

Williamsburg Boulevard from North Glebe Road to North 29th Street.

Yorktown Boulevard from North 26th Street to North Kensington Street.

Old Dominion Drive from Lorcom Lane to North Abingdon Street.

Military Road from North Glebe Road to Lee Highway.

South George Mason Drive from Arlington Boulevard to Fairfax County line.

South Four Mile Run Drive (West Roadway) from Columbia Pike to South Walter Reed Drive.

Washington Boulevard from North Pershing Drive to North 10th Street.

Columbia Pike from South Oak Street to South Dinwiddie Street.

Army Navy Drive from South 25th Street to South Nash Street.

South Eads Street from South 15th Street to Army Navy Drive.

South Hayes Street from South 15th Street to South 12th Street.

Wilson Boulevard from North Glebe Road to Fairfax County Line.

South Four Mile Run Drive from South Walter Reed Drive to Shirlington Road.

North George Mason Drive from Yorktown Boulevard to Arlington Boulevard.

South Eads Street from South 24th Street to South Glebe Road.

North Roosevelt Street from North 17th Street to Falls Church City line.

North Sycamore Street from Williamsburg Boulevard to North Washington Boulevard.

Clarendon Boulevard from Washington Boulevard to North Oak Street.

Crystal Drive from Jefferson Davis Highway to South 12th Street.

Fairfax Drive from Little Falls Road to Washington Boulevard.

Fort Myer Drive from Key Bridge to Arlington Boulevard (including underpass).

Fort Myer Drive underpass at Wilson Boulevard.

North Glebe Road from Arlington Boulevard to Lee Highway.

South Glebe Road from Walter Reed Drive to Arlington Boulevard.

Lee Highway from the Federal line at the approach to Key Bridge at Rosslyn to North Nash Street.

Lee Highway from North Quincy Street to Falls Church City Line.

North Lynn Street from Arlington Boulevard to Key Bridge.

North Meade Street from Arlington Boulevard to Jackson Avenue.

Washington Boulevard from Lee Highway to North Westmoreland Street.

Wilson Boulevard from Jefferson Davis Highway to Washington Boulevard.

Thirty-five (35) miles per hour upon:

U.S. Route 1.

Old Dominion Drive from Military Road to Lorcom Lane.

Columbia Pike from South Dinwiddie Street to Fairfax County line.

South Glebe Road from ~~West Glebe Road~~ Walter Reed Drive to Jefferson Davis Highway.

State Route 233 (Airport Viaduct) from Jefferson Davis Highway to Mount Vernon Parkway right-of-way.

South 5th Road from South Carlin Springs Road to Fairfax County line.

Washington Boulevard from Arlington Boulevard to North Pershing Drive.

Old Dominion Drive from North Abingdon Street to North Glebe Road.

Army Navy Drive from South Nash Street to South 12th Street.

South Joyce Street from Columbia Pike to Army Navy Drive.

North Sycamore Street from North Washington Boulevard to North 17th Street.

~~*South Glebe Road* from West Glebe Road to Arlington Boulevard.~~

South Hayes Street from South 15th Street to Army Navy Drive.

Old Dominion Drive from North Glebe Road to Fairfax County line.

North Glebe Road from Lee Highway to ramp from Military Road.

Lee Highway from North Veitch Street to North Quincy Street.

Spout Run Parkway from George Washington Memorial Parkway to Lee Highway.

Forty (40) miles per hour upon:

George Washington Memorial Parkway from Four Mile Run to Spout Run Parkway.

Henry G. Shirley Memorial Highway (I-395) from the Federal line at the approach to 14th Street Bridge to Arlington Ridge Road connection (Bridge 16).

Lee Highway from North Nash Street to North Veitch Street.

Forty-five (45) miles per hour upon:

South Washington Boulevard from Boundary Channel to Henry G. Shirley Memorial Highway.

South Washington Boulevard from Henry G. Shirley Memorial Highway to Arlington Boulevard.

Jefferson Davis Highway (Route 110) from Wilson Boulevard to U.S. Route 1.

Arlington Boulevard (U.S. Route 50) except parallel marginal or service roads which shall be twenty-five (25) miles per hour.

Fifty (50) miles per hour upon:

George Washington Memorial Parkway from Spout Run Parkway to Fairfax County line.

Fifty-five (55) miles per hour upon:

Henry G. Shirley Memorial Highway (I-395) from Alexandria line to the District of Columbia line at the 14th Street Bridge.

Sixty-five (65) miles per hour upon:

Henry G. Shirley Memorial Highway (I-395) High Occupancy Vehicle (HOV) lanes from Alexandria line to Mile Marker 8.0.

II. The remaining sub-sections of § 14.2-12 not hereby amended shall remain as previously enacted.

[Board Report #21](#)

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CAPITAL PROJECTS

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22. AUTHORIZATION TO PROCEED WITH AMENDMENT NO. 6 TO AGREEMENT NO. 178-07 ("AGREEMENT") BETWEEN THE COUNTY BOARD AND DONALD R. HOOVER, TRANSACTING AS "OCULUS", FOR THE PROVISION OF CONSTRUCTION ADMINISTRATION SERVICES DURING CONSTRUCTION OF PENROSE SQUARE ("SQUARE").

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Authorized County staff to proceed with Amendment No. 6 to Agreement No. 178-07 between the County Board and OCULUS (Donald R. Hoover, sole proprietor) for Construction Administration services at Penrose Square based on a sole-source determination.
2. Appropriated funds in the amount of \$36,680, plus a 10% contingency allocation in the amount of \$3,668, for a total appropriation of \$40,348 for these additional services; and
3. Authorized the Purchasing Agent to execute Amendment No. 6 to Agreement No. 178-07, and related contract documents, subject to the review and approval of the Amendment and those other documents by the County Attorney.

[Board Report #22](#)

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24. APPROVAL OF THE BUDGET FOR THE PROCUREMENT AND INSTALLATION OF AUTOMATIC FARE COLLECTION (AFC) EQUIPMENT BY THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) AT THE ROSSLYN STATION ACCESS IMPROVEMENT PROJECT (RSAIP).

On the consent agenda vote, after a duly advertised public hearing, the Board approved an amount of up to \$1,000,000 for the purchase and installation of Automatic Fare Collection (AFC) equipment at the RSAIP.

[Board Report #24](#)

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APPROPRIATIONS, GRANT APPLICATIONS & OTHER CONTRACTS

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25. NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS GRANT FOR MEDICAL RESERVE CORPS.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Appropriated \$5,000 in National Association of County and City Health Officials Grant funds (101.350900) to the Department of Human Services (101.55102) in FY 2012 for Medical Reserve Corps activities.
2. Authorized the Arlington County Public Health Division's Health Director to execute a grant agreement to accept grant funds from the National Association of County and City Health Officials for FY 2012.

[Board Report #25](#)

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26. ACCEPTANCE AND APPROPRIATION OF VIRGINIA DEPARTMENT OF EMERGENCY MANAGEMENT (VDEM) 2011 METROPOLITAN MEDICAL RESPONSE SYSTEM (MMRS) GRANT.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Authorized the County Manager to accept the 2011 MMRS Grant from the Virginia Department of Emergency Management on behalf of the Arlington County Board.
2. Appropriated \$281,693 from the Virginia Department of Emergency Management (101.374200) to the Office of Emergency Management (101.32020) for the Metropolitan Medical Response System (MMRS) grant program focusing on the continued development and review of planning for catastrophic medical emergencies.

[Board Report #26](#)

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OTHER

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27. AUTHORIZE A DRAW UNDER THE EXISTING MASTER LEASE AGREEMENT WITH TD EQUIPMENT FINANCE, INC. TO FINANCE VARIOUS ESSENTIAL EQUIPMENT AND TECHNOLOGY SYSTEMS AS REFLECTED IN THE ADOPTED FY 2012 PAYG BUDGET.

On the consent agenda vote, after a duly advertised public hearing, the Board:

1. Authorized the Purchasing Agent to execute an appendix to the Master Lease for certain essential equipment.
2. Appropriated funds from Lease proceeds for the Department of Technology Services and Police Department to the General Capital Fund account 313.380800.91103, the Auto Fund to 509.380800.91103 and Arlington Public Schools to 880.380800.91103.

[Board Report #27](#)

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28. MINUTES

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the minutes from the following meetings:

February 11, 2012 Regular Meeting
February 14, 2012 Recessed Meeting

[Item # 28 - Minutes](#)

[#28-Minutes \(Supplemental\)](#)

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REGULAR HEARING ITEMS

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29. AUTHORIZATION OF THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") LOAN FUNDS ("CDBG LOAN FUNDS") FROM THE AHC HOUSING DEVELOPMENT PROGRAM REVOLVING FUND ("AHC MULTIFAMILY REVOLVING LOAN FUND") AND ALLOCATION OF FISCAL YEAR 2012 AFFORDABLE HOUSING INVESTMENT FUND ("AHIF") LOAN FUNDS ("AHIF LOAN FUNDS") FOR REAL PROPERTY ACQUISITION, DEMOLITION, AND CONSTRUCTION OF A NEW AFFORDABLE HOUSING COMPLEX LOCATED AT COLUMBIA PIKE AND SOUTH GREENBRIER STREET ("PROJECT").

Following a duly advertised public hearing at which there were speakers, a motion was made by WALTER TEJADA, Vice Chairman , seconded by JAY FISETTE, Member to:

1. Authorize the use of up to \$3,078,034 in CDBG Loan Funds from the AHC Multifamily Revolving Loan Fund for authorized federal CDBG-eligible activities, including (a) the acquisition of 5511 Columbia Pike (RPC # 22011056) ("**Shell Station Property**") and a portion of the real property located at 860 South Greenbrier Street (RPC #22011054) ("**Harvey Hall Property**" and together with the Shell Station Property, the "**Required Project Property**"), (b) Required Project Property acquisition-related soft costs, and (c) the demolition of the Columbia Pike Food Mart and Shell Gas Station located on the Shell Station Property, in order to facilitate the new construction of an 83-unit affordable housing complex by AHC, Inc. ("**AHC**"), or its designated County-approved ownership affiliate. The CDBG Loan Funds will be in the form of a subordinated loan, subject to the terms and conditions outlined in this report.
2. Rescind the designation of the AHC Housing Development program as a "revolving fund" program and direct the return and transfer of all County CDBG funds and program income that is in the AHC Multifamily Revolving Loan Fund to the County's newly created Multifamily Revolving Loan Fund (206.371890.72405.MFRL.0668.0000) ("**County Multifamily RLF**") either (a) on the closing date that the CDBG Loan Funds are loaned to AHC, or its designated County-approved ownership affiliate, for CDBG-eligible and County-approved activities, or (b) on or before August 16, 2012, if AHC, or its designated County-approved ownership affiliate, does not purchase the Shell Station Property.
3. Appropriate \$6,297,362 in loan repayments (101.357000.91102) to the FY 2012 Affordable Housing Investment Fund (101.495130.91102).
4. Allocate up to \$3,750,000 in FY 2012 AHIF funds (101.495130.91102) to AHC (101.456300.91102), or its designated County-approved ownership affiliate, to be used for Project costs that are ineligible to receive CDBG Loan Funds. The AHIF Loan Funds will be in the form of a subordinated loan, subject to the terms and conditions outlined in this report.
5. Authorize the County Manager and the County Attorney to negotiate the required documents for the CDBG and AHIF loans to AHC, or its designated County-approved ownership affiliate, which are not to exceed \$6,000,000 in total, for approval by the County Board at future County Board meetings.

6. Authorize the County Manager, with the concurrence of the County Attorney, to act as the County Board's representative in approving financing or program revisions that are necessary to remove any ambiguity or inconsistency or which improve the County's financial security or financial position, and which changes do not adversely affect the County financially, prior to or after execution of the County's financing documents.

The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

[Board Report #29](#)

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30. REVISION OF AFFORDABLE HOUSING PROGRAM FOR BUCKINGHAM VILLAGE 3.

Following a duly advertised public hearing at which there were speakers, a motion was made by MARY HYNES, Chair, seconded by CHRISTOPHER ZIMMERMAN, Member to close the public hearing on this item and carry-over action to the March 13, 2012 Recessed Meeting to:

1. Approve the revised affordable housing program of 92 apartments (Parcel A – completed) and 48 affordable apartments (Parcel B).
2. Authorize the County Manager to execute all documents related to facilitating and supporting a Low Income Housing Tax Credit application for the 48-unit rental component for Buckingham Village 3, Parcel B, subject to approval by the County Attorney.
3. Direct staff to develop a recommendation for funding for the Moderate Income Purchase Assistance Program (MIPAP) to be used for first-time home buyer assistance for qualifying residents of the Buckingham neighborhood.

The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

[Board Report #30](#)

[Board Report #30-Supplemental](#)

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31. U-3325-12-1 USE PERMIT FOR EXPANSION OF A COMMUNITY CENTER WITH MODIFICATIONS FOR PARKING; LOCATED ON A PORTION OF THE LOT AT 414 N. FILLMORE ST. (RPC# 18-050-001).

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by J. WALTER TEJADA, Vice Chairman to adopt the following ordinance with revisions to conditions #4 and #6. The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye. [Clerk's note: Text to be added is shown with an underline and text to be deleted in shown in ~~strike through~~.]

BE IT ORDAINED that, pursuant to application U-3325-12-1 on file in the Office of the Zoning Administrator for a use permit for live entertainment for the parcel of real property known as 414 N. Fillmore St. (RPC# 18-050-001), approval is granted and the parcel so described shall be used according

to the approval requested by the application, subject to the conditions in the report, with an administrative review in six (6) months and a County Board review in one (1) year (March 2013).

Conditions:

1. The applicant (applicant, as used herein shall include the owner, the applicant, the developer, and all successors and assigns) agrees that the expansion and renovation of the Lyon Park Community House shall be as shown on the drawings submitted by Lyon Park Community Center and prepared by Laboratory for Architecture and Building (LAB) dated February 15, 2012 (the Plan), and reviewed and approved by the County Board and made a part of the public record on March 10, 2012 including all renderings, drawings, and presentation boards presented during public hearings, together with any modifications proposed by the applicant and accepted by the County Board or vice versa. [Clerk's note: as set forth in the document entitled "Addendum-3-10-12-I- Lyon Park" attached for the public record to these minutes.]

Minor revisions may be made to the proposed structures due to final design and engineering. Any such minor revisions shall be approved by the Zoning Administrator if she finds that they are consistent with the intent of the approval of this use permit as set forth in the staff review.

2. The applicant agrees that events and activities at the Lyon Park Community House shall occur only between the hours of 8:00 am and 10:00 pm; the premises shall be vacated by 11:00 pm for all events, with the hour between 10 and 11 pm used only for clean-up. The applicant further agrees that the maximum occupancy capacity of the community house for all spaces within the building shall not exceed 260 persons and that for rental events, the maximum capacity shall be 150 people standing (80 seated).
3. The applicant agrees to develop and obtain approval, as set forth below, of a parking information handout to be incorporated as part of the rental agreement for use at the Lyon Park Community House. These materials will include a map of adjacent streets and parking facilities, if any, where off-site parking is available for use by event attendees, and urge renters to promote carpooling where possible. Renters hosting events with expected attendance of over 50 people will be expected to provide this handout in electronic form or by other means to those invited to the event. A copy of the handout shall be submitted to the Zoning Administrator, and reviewed and approved by the County Manager or designee, prior to the issuance of any Building Permit for an addition to the Lyon Park Community House. The handout shall also be posted in the Community House. The applicant agrees to implement the Parking Information process for the life of the use permit.
4. The applicant agrees to designate a community liaison to coordinate with nearby residents and neighbors to address concerns that may be related to parties and events held at the community house and be available on-site as needed. The name and telephone number of the liaison shall be submitted by the applicant to the Zoning Administrator, the Lyon Park Citizens Association, and provided in writing to residents whose property abuts the site, before issuance of the first Certificate of Occupancy for the new space.
5. The applicant agrees that except by rental agreement, there shall be no amplified music inside (including the sunroom addition and landing areas) ~~or on the grounds~~ of the community house. When amplified music is permitted by rental agreement, doors and windows to the community house shall remain closed ~~and the music shall not be heard outside of the community center~~, except that doors may be opened for ingress and egress and other intermittent uses. The applicant agrees that amplified music will meet standards set forth in Section 15 of the Arlington County Code, so as not to create a noise disturbance. To the extent necessary to meet those standards, the applicant will install soundproofing during the construction of the addition and thereafter as may be necessary.
6. The applicant agrees that no live entertainment amplified music shall be conducted played on the grounds of the community house except by special event permit.
7. The applicant agrees to fully screen the trash enclosures shown on the Plan with shrubs or other suitable vegetation. The proposed screening shall be shown on, and approved as part of a landscape

plan. Screening shall be installed prior to issuance of the first Certificate of Occupancy for the new space.

[Board Report #31](#)

[Board Report #31-Supplemental Report](#)

Addendum-3-10-12-I- Lyon Park

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32. [CLAIM OF DONALD A. BROWN AND KEVIN MASKE \(THERE IS NO REPORT FOR THIS ITEM\)](#)

This item will be carried over to the March 13, 2012 Recessed Meeting.

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33. CLAIM OF GOVERNMENT EMPLOYEES INSURANCE COMPANY (THERE IS NO REPORT FOR THIS ITEM)

This item will be carried over to the March 13, 2012 Recessed Meeting.

ooooo0ooooo

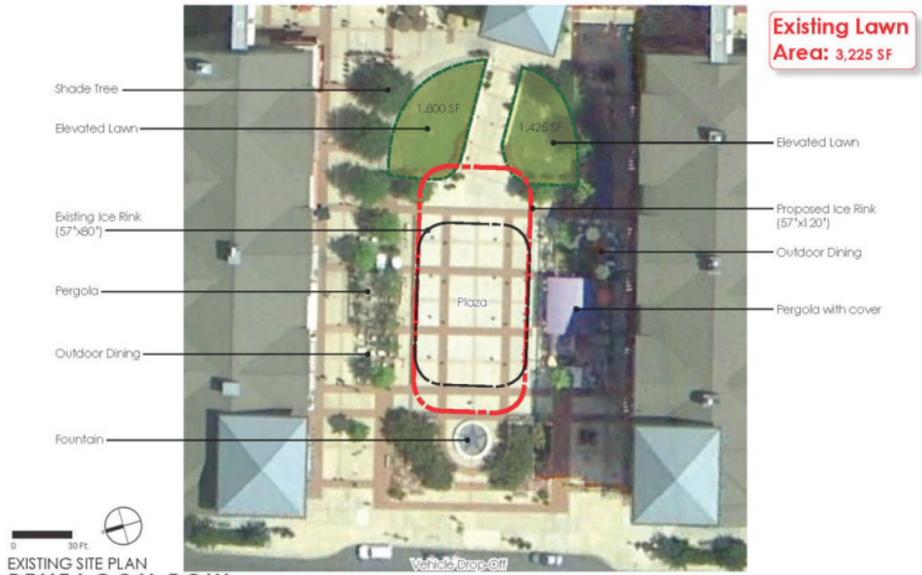
ADJOURNMENT

Without objection, at 1:51 p.m., the Board recessed until the March 13, 2012 Recessed Meeting.

MARY HUGHES HYNES, Chairman

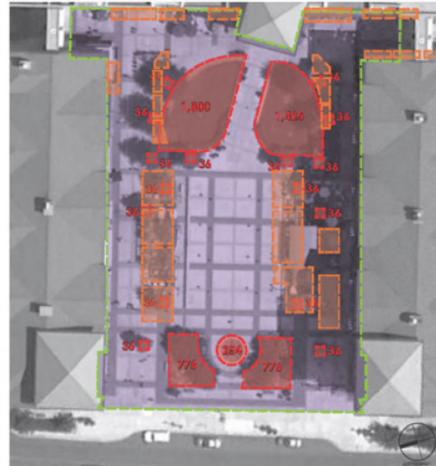
ATTEST:

HOPE L. HALLECK, Clerk





PLAZA AREA	39,816 SF
NON-WALKABLE SPACE	-3,377 SF
EXISTING OUTDOOR CAFES	-5,616 SF
WALKABLE SPACE	30,823 SF



PLAZA AREA	39,816 SF
NON-WALKABLE SPACE	-5,607 SF
EXISTING OUTDOOR CAFES	-5,616 SF
WALKABLE SPACE	28,593 SF

PHYSICAL ACCESSIBILITY DIAGRAM- SUMMER
PENTAGON ROW

ARLINGTON, VIRGINIA

PAGE 7 February 17, 2012





Exhibit B



EXISTING VIEW



PROPOSED VIEW

EXISTING & PROPOSED VIEW CORRIDOR FROM JOYCE STREET INTO PLAZA
PENTAGON ROW

ARLINGTON, VIRGINIA
PAGE 11 February 17, 2012

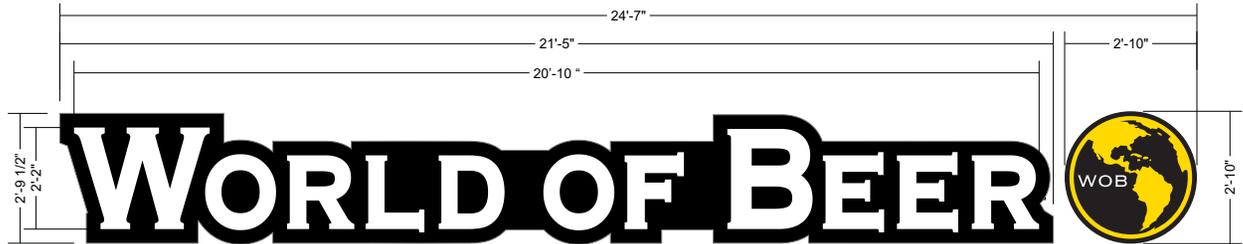


Exhibit F

WORLD OF BEER
Arlington, VA.

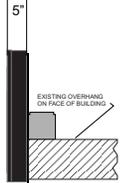
Celebrating 43 Years of Quality Manufacturing and Service

43



Color Reference Chart

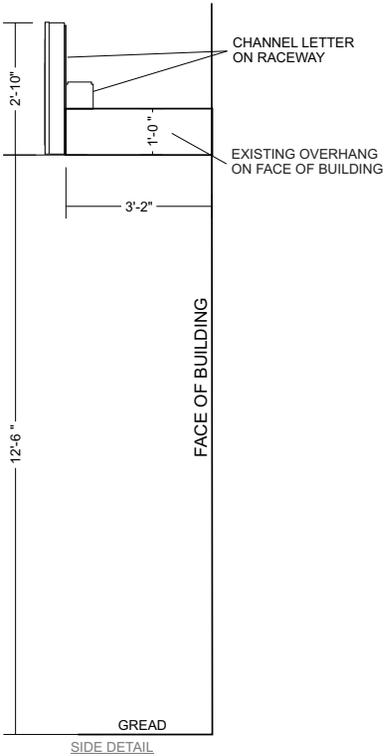
- White Plex-faces
- 5" Deep aluminum returns, Color Black with 1" Black trim caps
- 1/8" Aluminum back panel, Color Black
- Raceway painted to match OVERHANG Color
- Avery A9114-T Sunshine Yellow Translucent Vinyl
- 3M Opaque Black
- 5" Deep aluminum returns, Color Black with 1" Black trim caps



SCALE: 3/8"=1'-0"

Illuminated Channel Letters / Logo Primary Identity

Illuminated Channel Letters with 5" Deep aluminum returns, color Black with 1" Black trim and White plex-faces. White JT LED lighting. 1/8" custom cut aluminum back panel, painted Black. Raceway painted to match building color, (Color TBD).
NOTE: All wall penetrations to be water tight. (Typ.)



Existing Conditions



Proposed Updated Conditions

FIELD SURVEY REQUIRED
Field verify mounting detail for New sign to be installed to existing overhang on face of building, before production



THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325

www.thomassign.com

CLIENT
WORLD OF BEER
Design Number:
49627 A ILL-CH-RWY
Installation Address:
901 North Glebe Road
Arlington, VA.

Project Identity Number:
47650
Sales Associate: Project Team:
Dominic Nelson TH
Designer: Date:
DRB 10-24-11

Project Notes:

Project completion
Municipality:
x
Square Footage Allowable: x
Square Footage Shown: 45.13 & 8.02
Project Updates: 10-31-11 DRB
11-21-11 DRB
11-23-11 DRB
12-22-11 DRB

Approval:
 Approved
DATE:
 Approved as noted
DATE:
 Revise & Re-Submit
DATE:
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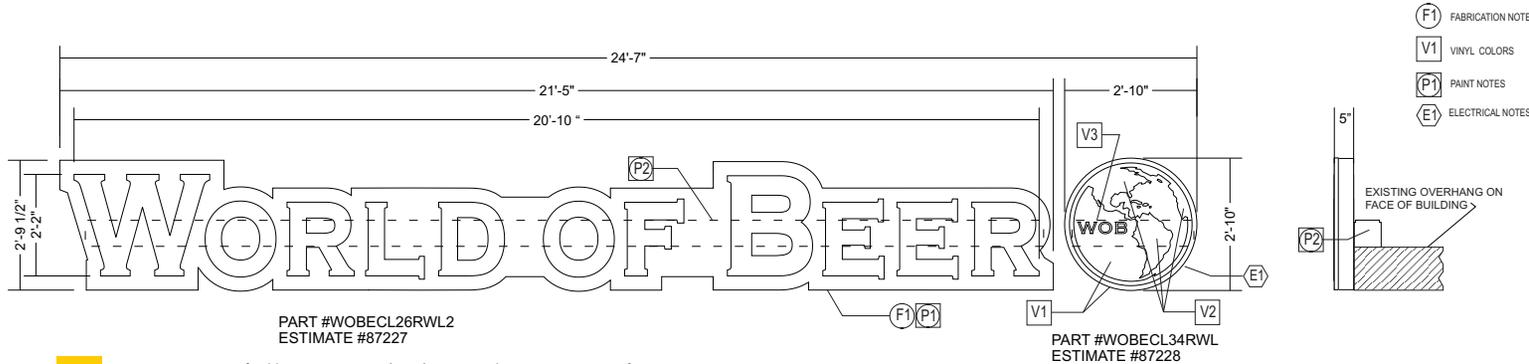
Page Sheet
1 1 of 2

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Fax: 727-573-0328

WORLD OF BEER
Arlington, VA.

Celebrating 43 Years of Quality Manufacturing and Service

43



- (F1) FABRICATION NOTES
- (V1) VINYL COLORS
- (P1) PAINT NOTES
- (E1) ELECTRICAL NOTES

PART #WOBECL26RWL2
ESTIMATE #87227

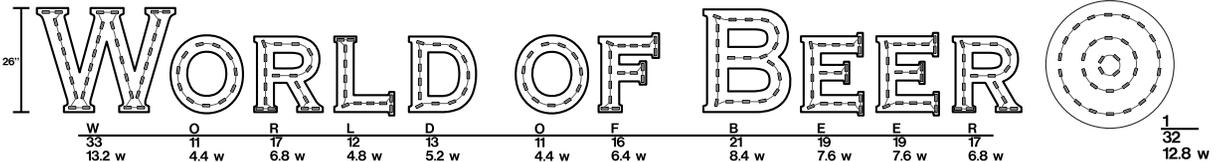
PART #WOBECL34RWL
ESTIMATE #87228

TOTAL SQFT= 45.13 & 8.02	
PART # AS NOTED	
ESTIMATE # AS NOTED	
MATERIAL FOR LED CHN. LETTERS	
BACKS: .040' ALUMINUM	DEPTH: 5"
RETURNS: .040' ALUMINUM	DEPTH: 5"
FACES: .177' WHITE ACRYLIC FLAT	
TRIM CAP: 1" JEWELITE	
L.E.D.: JT LED	ROWS: 1
WALL FASTENERS: PER ENGINEER	
RACEWAY: 7" X 7" EXTRUSION	
COLOR FOR LED CHN. LETTERS	
FACES: WHITE	
RETURNS INT: WHITE	
RETURNS EXT: BLACK	
TRIM CAP: BLACK	
L.E.D.: JT LED	
RACEWAY: TO MATCH B.M-1120	
MATERIAL FOR LED CHN. LOGO	
BACKS: .063' ALUMINUM	DEPTH: 5"
RETURNS: .063' ALUMINUM	DEPTH: 5"
FACES: .177' WHITE ACRYLIC FLAT	
TRIM CAP: 1" JEWELITE	
L.E.D.: JT LED	ROWS: MULTI
WALL FASTENERS: PER ENGINEER	
RACEWAY: 7" X 7" EXTRUSION	
COLOR FOR LED CHN. LOGO	
FACES: WHITE W/ VINYL NOTED	
RETURNS INT: WHITE	
RETURNS EXT: BLACK	
TRIM CAP: BLACK	
L.E.D.: JT LED	
RACEWAY: TO MATCH B.M-1120	
FABRICATION NOTES	
1) 125' ALUM BACKER PANEL	
2) X	
PAINT COLORS	
1) BLACK SATIN FINISH	
2) RACEWAY TO MATCH B.M-1120	
VINYL COLOR	
1) 3M #725-12 BLACK	
2) AVERY A9114-T SUNSHINE YELLOW	
3) REVERSE WEDED TO SHOW WHITE	
4) X	
L.E.D. SPECIFICATIONS	
LED FOOTAGE = 221	110 VOLT INPUT
TRANSFORMERS	SECONDARY AMP INPUT
	VOLTS WATTS
2 DJTLS 60 DELTA	12 60 85
TOTAL	
1.7	
(1) 20 AMP-120 VOLT CIRCUIT REQUIRED	

Two-Sets of Illuminated Channel Letters w/ Raceway

Illuminated Channel Letters with 5" Deep aluminum returns, color Black with 1" Black trim and White plex-faces. White LED lighting. 1/8" custom cut aluminum back panel, painted Black. Raceway painted to match building color

SCALE: 3/8"=1'-0"

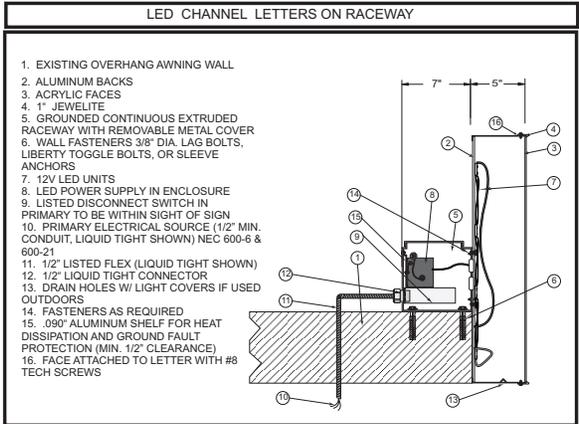


221 Modules: 4 WHITE
88.4 Watts
2 Power Supply(s) 60w
*Layout based on can depth no larger than 5".

Illuminated Channel Letters LED Layout

SCALE: 3/8"=1'-0"

FIELD SURVEY REQUIRED
Field verify mounting detail for New sign to be installed to existing overhang on face of building, before production



Underwriters Laboratories Inc. LISTED ELECTRIC SIGN COMPLIES TO UL 4 8

THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDINGS AND BONDING OF THE SIGN

ENGINEER BOX

THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
WORLD OF BEER
Design Number: 49627 B PROD
Installation Address: 901 North Glebe Road Arlington, VA.

Project Identity Number: 47650
Sales Associate: Project Team: Dominic Nelson TH
Designer: Date: DRB 12-22-11

Project Notes:

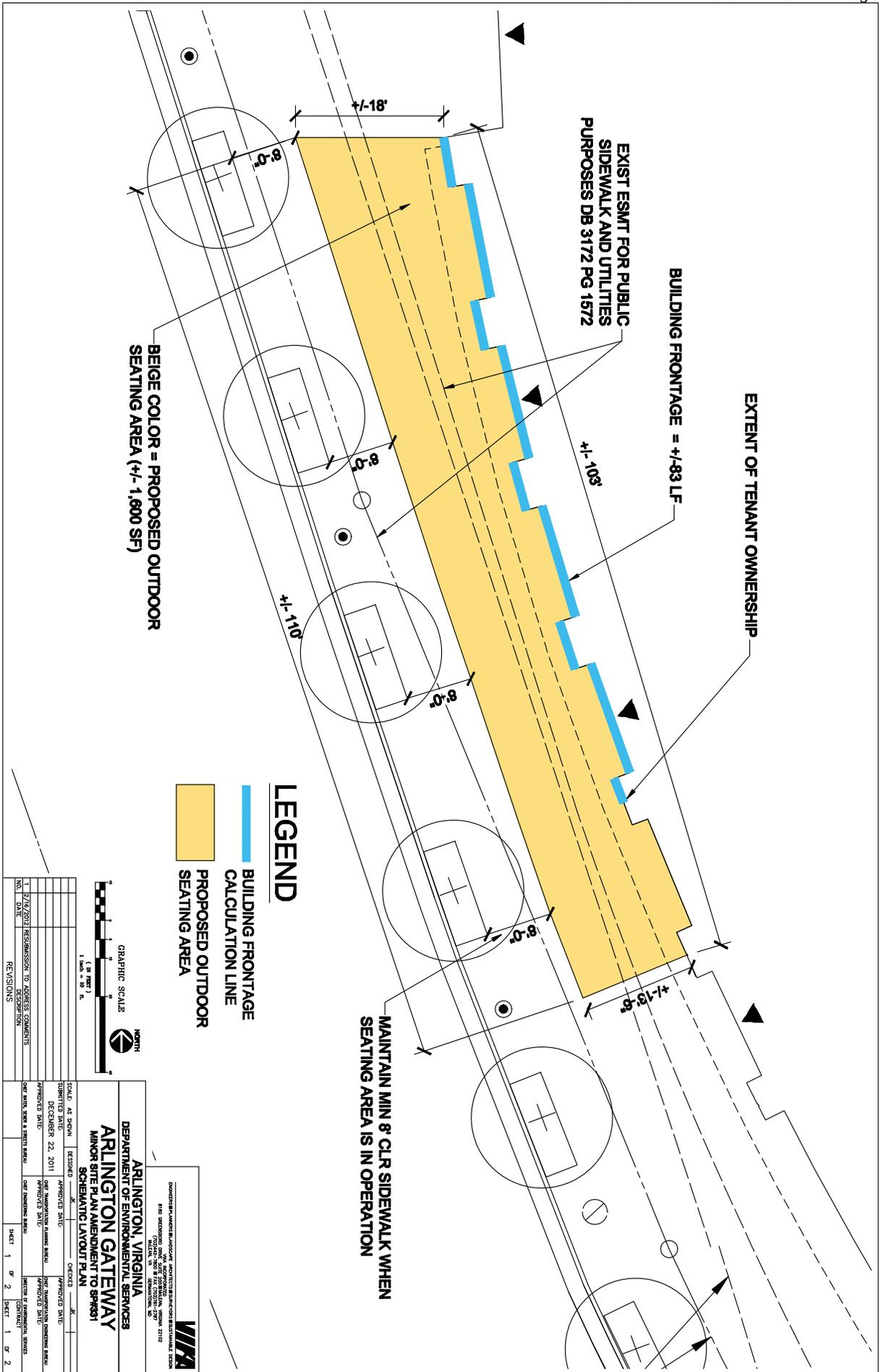
Project completion
Municipality: x
Square Footage Allowable: x
Square Footage Shown: 45.13 & 8.02

Project Updates:

Approval:
 Approved
DATE:
 Approved as noted
DATE:
 Revise & Re-Submit
DATE:

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Page 2 of 2
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LEGEND

- BUILDING FRONTAGE CALCULATION LINE
- PROPOSED OUTDOOR SEATING AREA

GRAPHIC SCALE
1" = 30' (1/8" = 3')

NO. DATE REVISIONS

1	2/24/2011	RESUBMISSION TO ADDRESS COMMENTS

ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ARLINGTON GATEWAY
MINOR SITE PLAN AMENDMENT TO SP331
SCHEMATIC LAYOUT PLAN

SCALE: AS SHOWN
DATE: DECEMBER 22, 2011

DESIGNED BY	PROJECTED DATE	CHECKED BY	APPROVED DATE
DRAWN BY			

DEPARTMENT OF ENVIRONMENTAL SERVICES
1100 COMMONWEALTH AVENUE, SUITE 200
ARLINGTON, VA 22202

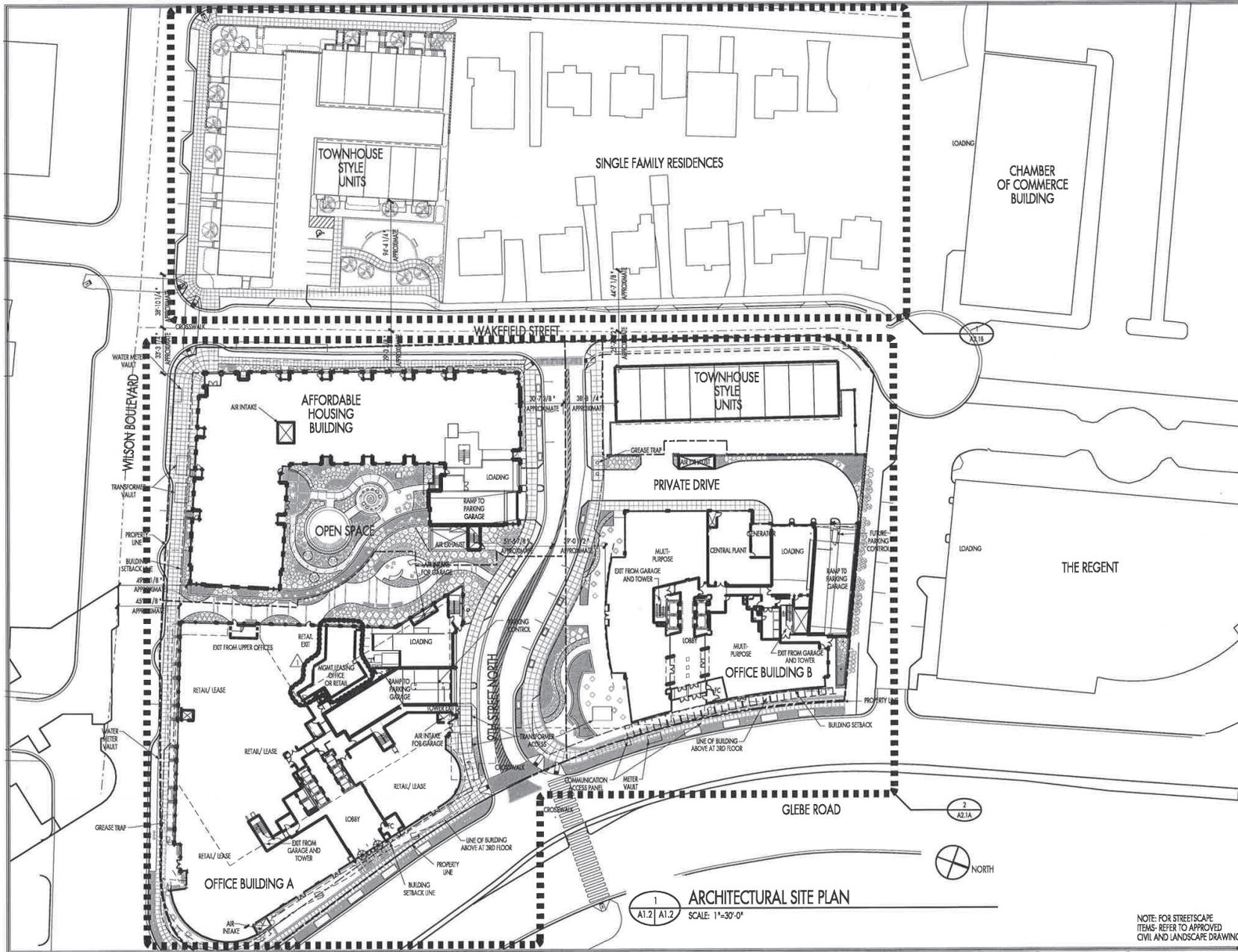


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SUITE 200
ALEXANDRIA, VA 22314
703-519-6152
WWW.COOPERCARRY.COM

© Cooper Carry, Inc. 2009

No.	Drawing Name	Description	Date
1	Minor Site Plan Amendment		12.05.11



1 ARCHITECTURAL SITE PLAN
A1.2 A1.2 SCALE: 1"=30'-0"

NOTE: FOR STREETSCAPE ITEMS - REFER TO APPROVED CIVIL AND LANDSCAPE DRAWINGS

800/900 North Glebe
Arlington, VA

Minor Site Plan Amendment

ARCHITECTURAL SITE PLAN

DAVID KITCHENS	206090
PROJECT MANAGER	PROJECT NO.
STEVE SMITH	JULY 30, 2008
PROJECT MANAGER	DATE OF APPROVED SET
STEVE JACKSON	
PROJECT ARCHITECT	

A1.2

Not Issued For Construction - For Information Only

PLOT DATE: 2/13/2012

E:\user2006\206090\drawing\minor_site_plan_amendm\sheet1

ATTACHMENT 1

ORDINANCE TO AMEND AND REENACT AN ORDINANCE TO VACATE A 10' WATER MAIN EASEMENT ON THE NORTHERN CORNER OF PARCEL A, MONUMENT VIEW, RUNNING ALONG 6th STREET SOUTH FROM SOUTH CLARK STREET TO OLD JEFFERSON DAVIS HIGHWAY, THEN RUNNING SOUTHWEST ALONG OLD JEFFERSON DAVIS HIGHWAY, ARLINGTON COUNTY, VIRGINIA (RPC NO. 34-025-007), WITH CONDITIONS:

BE IT ORDAINED that, pursuant to a request on file by MR Monument View, LLC (the "Applicant") in the Office of the Department of Environmental Services, a 10' Water Main Easement on the Northern Corner of Parcel A, Monument View, running along 6th Street South from South Clark Street to Old Jefferson Davis Highway, then running southwest along Old Jefferson Davis Highway, established by Agreement dated December 1, 1975 and recorded in Deed Book 1936, Page 1, among the land records of Arlington County, Virginia, which easement is shown on a plat dated December 12, 2011, revised January 26, 2012, prepared by VIKA Incorporated, entitled "Plat Showing the Vacation of a 10' Water Main Easement, Deed Book 1936 Page 1 on Parcel A Monument View Deed Book 4497 Page 1486 Part of the Original Property of the Southern Railway Company Deed Book 111 Page 321 Arlington County, Virginia", attached to the County Manager's Report dated February 7, 2012, as Exhibit A to the Ordinance at Attachment 1, is hereby vacated subject to the following conditions:

1. The Applicant/Property Owner shall, at its own cost and expense, remove, relocate and reconstruct the existing water main located within the easement herein vacated, with new water main and related appurtenant facilities of size, dimension and location acceptable to Arlington County ("County"), in strict accordance with Arlington County Construction Standards and Specifications, and all applicable laws, ordinances, regulations and policies.
2. The Applicant/Property Owner shall dedicate, grant and convey to the County new water main easements, at locations and of dimensions necessary to accommodate the relocated facilities as required by the County and as provided in Site Plan # 400, approved by the County Board on June 24, 2008, as amended on October 18, 2011 ("Site Plan"). The Real Estate Bureau Chief, Department of Environmental Services, or his designee, is authorized to accept the water main easements on behalf of the County, subject to approval thereof as to form by the County Attorney.
3. The Applicant/Property Owner shall submit, for review and approval, to the Department of Environmental Services ("DES"), a utility relocation and engineering design plan for the construction, relocation, removal, and/or replacement of the water main located, in whole or in part, within the easement vacated by this Ordinance of Vacation ("Plan") in compliance with the Arlington County Construction Standards and Specifications. The Plan shall be subject to approval by the Director of DES, or his designee. Upon approval of the Plan, the Applicant may apply for and, provided the Applicant has met the applicable requirements necessary to obtain the following permit(s), obtain excavation, sheeting and shoring permit(s) and footing to grade permit(s) for the property which is the subject of the Site Plan. The Applicant may perform the work authorized by such permit(s), provided that no work, other than work required or authorized by the approved

Plan, shall be performed in the area of the easement(s) to be vacated, until all conditions of this Ordinance of Vacation are satisfied.

4. The Applicant/Property Owner shall submit to the Director of DES, or his designee, a bond, letter of credit, or other security, in an amount and in a form as determined by, and acceptable to, the County Manager or her designee, to secure the construction, relocation, removal, and/or replacement of the water main pursuant to the approved Plan.
5. The Applicant/Property Owner shall prepare and submit to the County for review and approval, the Deed(s) of Vacation, all required plats, and all required deeds of easement, subject to the approval thereof by the County Manager, or her designee, and approval of the deeds as to form by the County Attorney.
6. The Applicant/Property Owner shall record all plats, Deed(s) of Vacation, and all required deed(s) of easement required by the conditions of this Ordinance of Vacation among the land records of the Clerk of the Circuit Court of Arlington County.
7. The Applicant/Property Owner shall pay all fees, including the fees for review, approval and recordation of the required documents associated with the Ordinance of Vacation.
8. All conditions of this Ordinance of Vacation shall be met by noon on April 16, 2014, or this Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

ATTACHMENT 2**ORDINANCE TO AMEND AND REENACT AN ORDINANCE TO VACATE A 15' SANITARY SEWER AND FORCE MAIN EASEMENT ON THE NORTHERN CORNER OF PARCEL A, MONUMENT VIEW, RUNNING SOUTHEAST FROM OLD JEFFERSON DAVIS HIGHWAY INTO PARCEL A, ARLINGTON COUNTY, VIRGINIA (RPC NO. 34-025-007), WITH CONDITIONS:**

BE IT ORDAINED that, pursuant to a request on file by MR Monument View, LLC (the "Applicant") in the Office of the Department of Environmental Services, a 15' Sanitary Sewer and Force Main Easement on the northern corner of Parcel A, Monument View, running southeast from Old Jefferson Davis Highway into Parcel A, established by Agreement dated December 1, 1975 and recorded in Deed Book 1936, Page 1, among the land records of Arlington County, Virginia, which easement is shown on a plat dated December 12, 2011, revised January 26, 2012, prepared by VIKA Incorporated, entitled "Plat Showing the Vacation of a 15' Sanitary Sewer and Force Main Easement Deed Book 1936 Page 1 on Parcel A Monument View Deed Book 4497 Page 1486 Part of the Original Property of the Southern Railway Company Deed Book 111 Page 321 Arlington County, Virginia", attached to the County Manager's Report dated February 7, 2012, as Exhibit A to the ordinance at Attachment 2, is hereby vacated subject to the following conditions:

1. The Applicant/Property Owner shall, at its own cost and expense, remove, relocate and reconstruct the existing sanitary sewer and force main, located within the easements herein vacated, with a new sanitary sewer and force main and related appurtenant facilities of size, dimension and location acceptable to Arlington County ("County"), in strict accordance with Arlington County Construction Standards and Specifications, and all applicable laws, ordinances, regulations and policies.
2. The Applicant/Property Owner shall dedicate, grant and convey to the County a new sanitary sewer and force main easement, at locations and of dimensions necessary to accommodate the relocated facilities as required by the County and as provided in Site Plan # 400 ("Site Plan"), approved on June 24, 2008, as amended on October 18, 2011. The Real Estate Bureau Chief, Department of Environmental Services, or his designee, is authorized to accept the sanitary sewer and force main easement on behalf of the County, subject to approval thereof as to form by the County Attorney.
3. The Applicant/Property Owner shall submit, for review and approval, to the Department of Environmental Services ("DES"), a utility relocation and engineering design plan for the construction, relocation, removal, and/or replacement of the sanitary sewer and force main located, in whole or in part, within the easements vacated by this Ordinance of Vacation ("Plan") in compliance with the Arlington County Construction Standards and Specifications. The Plan shall be subject to approval by the Director of DES, or his designee. Upon approval of the Plan, the Applicant may apply for and, provided the Applicant has met the applicable requirements necessary to obtain the following permit(s), obtain excavation, sheeting and shoring permit(s) and footing to grade permit(s) for the property which is the subject of the Site Plan. The Applicant may perform the work authorized by such permit(s), provided that no work, other than work

required or authorized by the approved Plan, shall be performed in the area of the easement(s) to be vacated, until all conditions of this Ordinance of Vacation are satisfied.

4. The Applicant/Property Owner shall submit to the Director of DES, or his designee, a bond, letter of credit, or other security, in an amount and in a form as determined by, and acceptable to, the County Manager or her designee, to secure the construction, relocation, removal, and/or replacement of the sanitary sewer and force main pursuant to the approved Plan.
5. The Applicant/Property Owner shall prepare and submit to the County for review and approval, the Deed(s) of Vacation, all required plats, and all required deed(s) of easement, subject to the approval thereof by the County Manager, or her designee, and approval of the deeds as to form by the County Attorney.
6. The Applicant/Property Owner shall record all plats, Deed(s) of Vacation, and all required deed(s) of easement required by the conditions of this Ordinance of Vacation among the land records of the Clerk of the Circuit Court of Arlington County.
7. The Applicant/Property Owner shall pay all fees, including the fees for review, approval and recordation of the required documents associated with the Ordinance of Vacation.
8. All conditions of this Ordinance of Vacation shall be met by noon on April 16, 2014, or this Ordinance of Vacation shall become null and void, without the necessity of any further action by the County Board.

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 20__, by **FRANKLIN R. FIDLER, Jr. and SANDRA L. FIDLER**, his wife ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Sixteen (16)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 1 - Block 22, ADDISON HEIGHTS, Liber U-4, PG. 56, Arlington County, Virginia**", which plat was approved on **September 7, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **October 15, 1977**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **1954** at Page **1032**, and more particularly described therein as "**Lots numbered ONE (1) and TWO (2), Block numbered TWENTY-TWO (22) of the Subdivision of ADDISON HEIGHTS, as the same appears duly dedicated, platted and recorded in Liber U, Not. 4, at Page 56 of the Arlington County land records**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

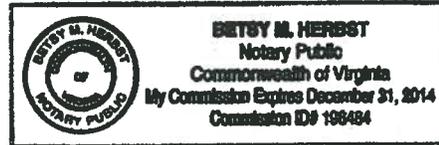
GRANTOR:

Franklin R. Fidler, Jr.
FRANKLIN R. FIDLER, JR.

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 11th day of Oct., 2011, by **Franklin R. Fidler, Jr.**, Grantor.

Notary Public: Betsy M. Herbst
My Commission expires: 12/31/2014



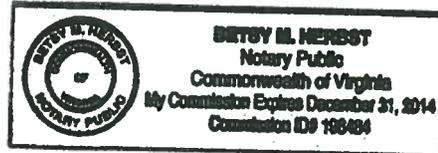
GRANTOR:

Sandra L. Fidler
SANDRA L. FIDLER

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 11th day of Oct., 2011, by **Sandra L. Fidler**, Grantor.

Notary Public: Betsy M. Herbst
My Commission expires: 12/31/2014



GRANTEE:

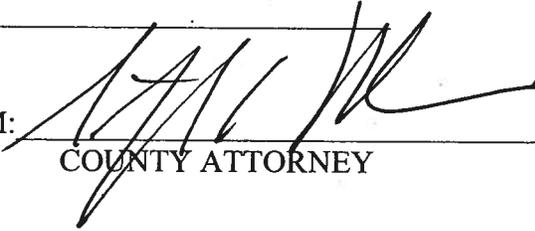
Accepted this ____ day of _____, 20__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20__.

By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 20__.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM:  _____
COUNTY ATTORNEY

21ST STREET SOUTH



VCS 1983

BLOCK 22
ADDISON HEIGHTS
LIBER U-4, PG. 56

N1° 59' 53"W 120.00'

50.00'

EASEMENT FOR PUBLIC
SIDEWALK, UTILITIES
AND DRAINAGE PURPOSES
AREA = 16 SQ. FT.

42.00'

N61° 26' 12"E 8.94'

S1° 59' 53"E 120.00'

116.00'

S1° 59' 53"E

N88° 00' 07"E

50.00'

20.00'

36
37
38

17

ARLINGTON COUNTY CENTERLINE

S88° 00' 07"W

50.00'

S88° 00' 07"W

42.00'

20.00'

ARLINGTON COUNTY CENTERLINE 17

SOUTH IVES STREET

P.O.T. 16+25.30 S. IVES STREET
P.I. 16+87.95 21ST STREET S.
Δ = 90°00'00" LT.

RPC 36022012
OWNER: FRANKLIN R. FIDLER, JR.
& SANDRA L. FIDLER
D.B. 1954, PG. 1032
ADDRESS: 901 21ST STREET S.

GRAPHIC SCALE



SCALE: 1" = 25'



ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR
PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
LOT 1 - BLOCK 22
ADDISON HEIGHTS
LIBER U-4, PG. 56
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'	DRAWN BY: RLF	CHECKED BY: JMB
CADD FILE: PLAT\SMAP85\02\RPC36022012.DWG		
APPROVED: <i>Robert L. Franca</i> 9-7-11	APPROVED: <i>Steph...</i> 9-7-2011	
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR	

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 20____, by **AGAZI BERHANE** ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

For and in consideration of the sum of One Dollar (\$1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Eight (8)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 20-Block 14, ADDISON HEIGHTS, Liber U-4, PG. 56, Arlington County, Virginia**", which plat was approved on **February 10, 2012** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by Grantor by deed dated **January 27, 2012**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4527** at Page **1794**, and more particularly described therein as "**Lots NINETEEN (19) and TWENTY (20) in Block FOURTEEN (14), in a subdivision known as "ADDISON HEIGHTS", now called "VIRGINIA HIGHLANDS", as per plat recorded in Deed Book U-4 at page 56, among the land records of Arlington County, Virginia**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Project: S. Ives Street from 20th Street S. to 23rd Street S. - Project # N506 (the "Project")
RPC: 36021001
Address: 839 21st Street S., Arlington, Virginia

Grantor covenants that Grantor is seized of and has the right to convey the Easement, and that Grantor shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

Agazi Berhane
AGAZI BERHANE

State: Virginia
County: Fairfax

The foregoing instrument was acknowledged before me on this 27 day of January, 2012, by **Agazi Berhane**, Grantor.

Notary Public: *Jennifer Mason Halsted*
My Commission expires: 4/30/15



GRANTEE:

Accepted this _____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20____.

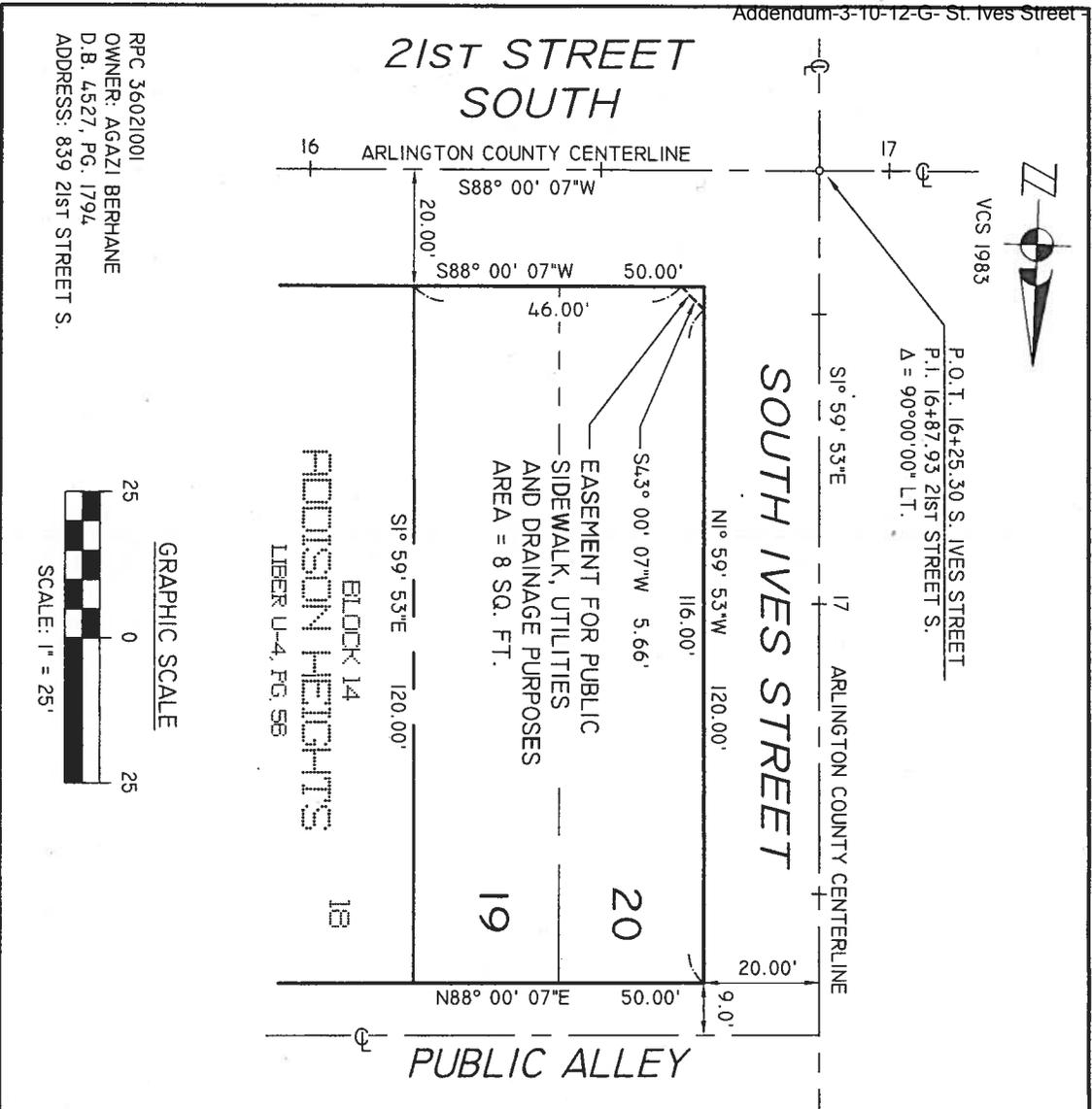
By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 20____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY



ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR
PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
LOT 20 - BLOCK 14,
ADDISON HEIGHTS
LIBER U-4, PG. 56
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : RLF	CHECKED BY : JMB
CADD FILE : PLAT51MAP851021RPC36021001.DWG	APPROVED : 2-10-12	APPROVED : 2-10-2012
COUNTY SURVEYOR	<i>Robert L. Franca</i>	<i>Stacy L. ...</i>
		SUBDIVISION & BONDS ADMINISTRATOR

**-RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 20__, by **EUGENE H. PROFFITT and EVELYN PROFFITT**, his wife (“Grantors”), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (“Grantee”).

For and in consideration of the sum of One Dollar (\$1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Thirty-one (31)** square feet of land (“Easement Area”) situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **“Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 38 -BLOCK 23, ADDISON HEIGHTS, Liber U-4, Pg 56, Arlington County, Virginia”**, which plat was approved on **September 7, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **December 7, 1974**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **1875** at Page **587**, and more particularly described therein as **“Lots THIRTY-SEVEN (37) and THIRTY-EIGHT (38), in Block TWENTY-THREE (23), of the Subdivision of ADDISON HEIGHTS, as the same is duly platted and recorded in Liber U No. 4 at page 56 et seq. of the Arlington County, Virginia Land Records”** (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

Eugene H. Proffitt

EUGENE H. PROFFITT

State: Va.

County: Art.

The foregoing instrument was acknowledged before me on this 05 day of December 2011, by **Eugene H. Proffitt**, Grantor.

Notary Public: [Signature]

My Commission expires: 03-31-12



GRANTOR:

Evelyn Proffitt

EVELYN PROFFITT

State: Va

County: Art

The foregoing instrument was acknowledged before me on this 05 day of December 2011, by **Evelyn Proffitt**, Grantor.

Notary Public: [Signature]

My Commission expires: 03-31-12



GRANTEE:

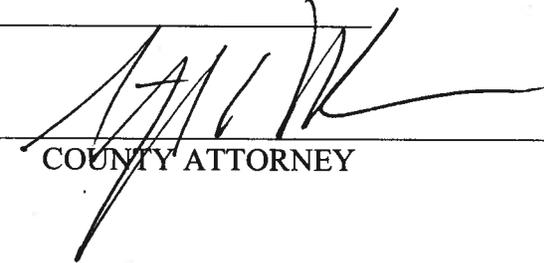
Accepted this _____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20____.

By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 20____.

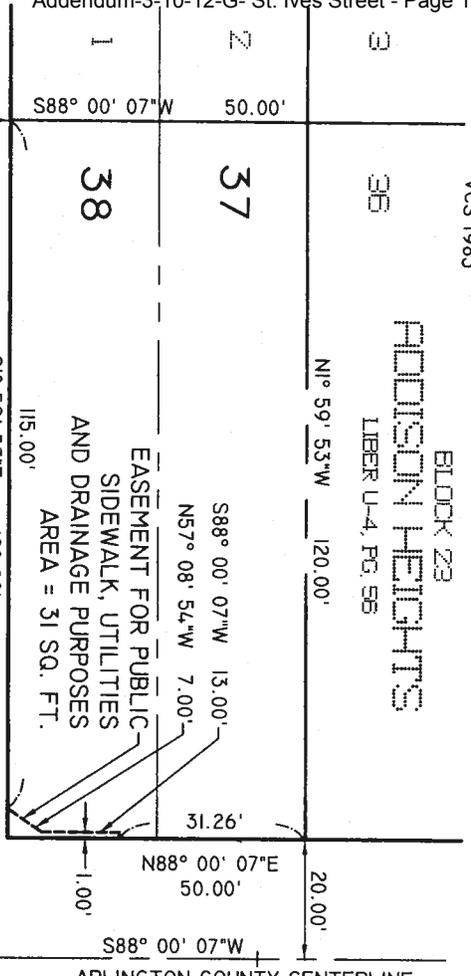
Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM:  _____
COUNTY ATTORNEY



VCS 1983

BLOCK 23
ADDISON HEIGHTS
LIBER U-4, PG. 56

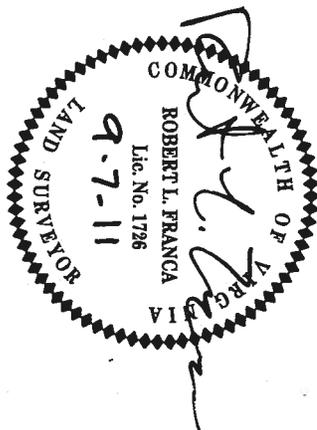


SOUTH IVES STREET

21ST STREET SOUTH

P.O.T. 16+25.30 S. IVES STREET
P.I. 16+87.93 21ST STREET S.
Δ = 90°00'00" LT.

RPC 36025010
OWNER: EUGENE H. PROFFITT
& EVELYN PROFFITT
D.B. 1875, PG. 587
ADDRESS: 900 21ST STREET S.



ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR
PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
LOT 38 - BLOCK 23
ADDISON HEIGHTS
LIBER U-4, PG. 56
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : RLF	CHECKED BY : JMB
CADD FILE : PLAT\MAP85102\RPC36025010.DWG		
APPROVED : <i>[Signature]</i> 9-7-11	APPROVED : <i>[Signature]</i> 9-7-2011	
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR	

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT is made this 22nd day of September, 2011, by **THE THIN FAMILY LIMITED PARTNERSHIP** (by Mya Saw Shin and Tun Thin, General Partners), a Virginia limited partnership ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

For and in consideration of the sum of One Dollar (\$1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Eight (8)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 1 - Block 23, ADDISON HEIGHTS, Liber U-4, PG. 56, Arlington County, Virginia**" which plat was approved on **September 7, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantor by deed dated **August 29, 2007**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4132** at Page **1157**, and more particularly described therein as "**All of Lots One (1) and TWO (2), in Block TWENTY-THREE (23), of the subdivision of ADDISON HEIGHTS, as the same appears duly dedicated, platted and recorded in Deed Book U-4 at Page 56 among the land records of Arlington County, Virginia**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Grantor covenants that Grantor is seized of and has the right to convey the Easement, and that Grantor shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

THE THIN FAMILY LIMITED PARTNERSHIP

By: Mya Saw Shin
MYA SAW SHIN, General Partner

State: VA

County: Arlington

The foregoing instrument was acknowledged before me on this 22 day of Sept, 2011, by **Mya Saw Shin, General Partner of The Thin Family Limited Partnership**, a Virginia limited partnership, Grantor.

Notary Public: [Signature]

My Commission expires: 4/30/2014

THE THIN FAMILY LIMITED PARTNER SHIP

By: Mya Saw Shin, POA, for Tun Thin
TUN THIN, General Partner

State: VA

County: Arlington

The foregoing instrument was acknowledged before me on this 22 day of Sept, 2011, by **Tun Thin, General Partner of The Thin Family Limited Partnership**, a Virginia limited partnership, Grantor.

Notary Public: [Signature]

My Commission expires: 4/30/2014

GRANTEE:

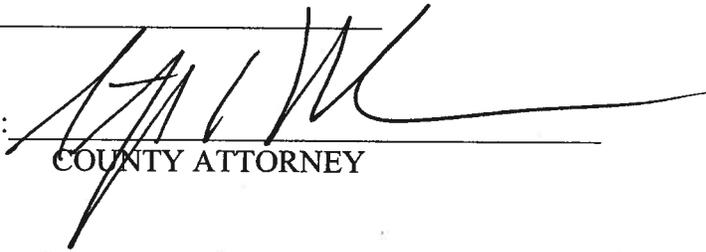
Accepted this ____ day of _____, 20__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20__.

By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

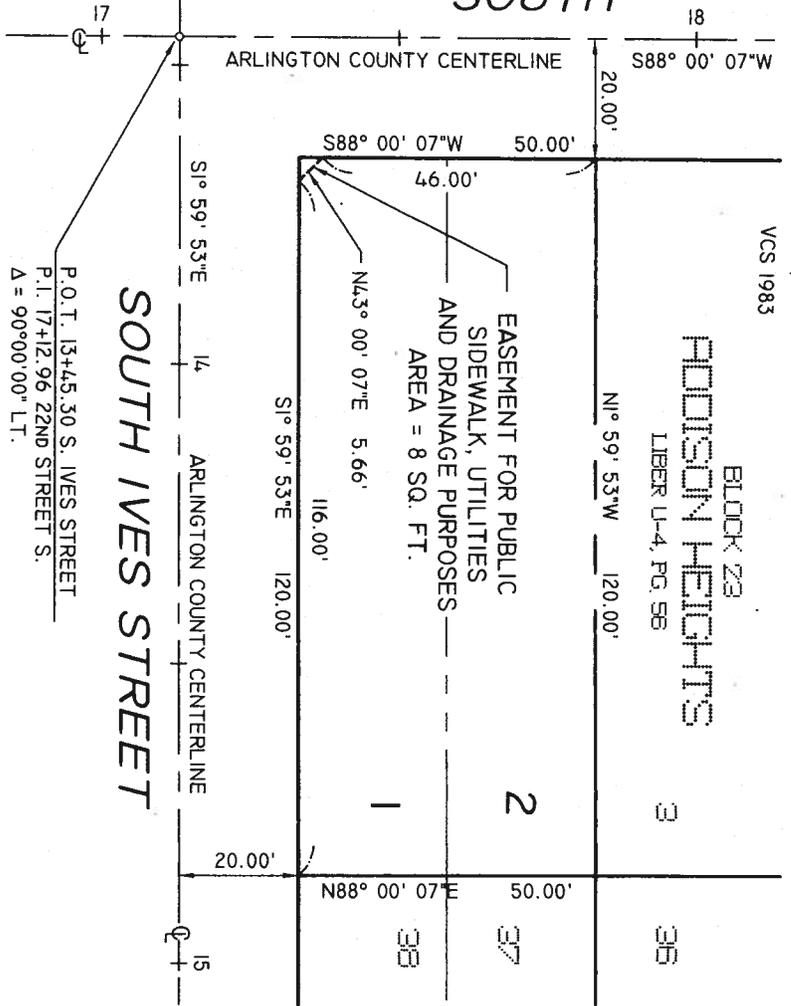
The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 20__.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: 
COUNTY ATTORNEY

22ND STREET SOUTH

RPC 36025011
 OWNER: THIN FAMILY
 LIMITED PARTNERSHIP
 D.B. 4152, PG. 1157
 ADDRESS: 901 22ND STREET S.



ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
 EASEMENT FOR
 PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
 LOT 1 - BLOCK 23
ADDISON HEIGHTS
 LIBER U-4, PG. 56
 ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : RLF	CHECKED BY : JMB
CADD FILE : PLATSMAP85102\RPC36025011.DWG		
APPROVED : <i>9-7-11</i>	APPROVED : <i>9-7-2013</i>	
<i>Robert L. Franca</i> COUNTY SURVEYOR	<i>Stacy...</i> SUBDIVISION & BONDS ADMINISTRATOR	

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 20__, by **JONATHAN GAFFNEY and TRACY MALONE**, Husband And Wife ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

For and in consideration of the sum of one dollar (\$1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Eight (8)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement For Pubic Sidewalk, Utilities and Drainage Purposes on Lot 38 - Block 24, ADDISON HEIGHTS, Liber U-4, PG. 56, Arlington County, Virginia**" which plat was approved on **September 7, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **November 4, 2002**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **3397** at Page **1418**, and more particularly described therein as "**Lot 37 and 38, Block 24, ADDISON HEIGHTS, as per plat recorded in Liber U-4 at Page 56, among the land records of Arlington County, Virginia**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

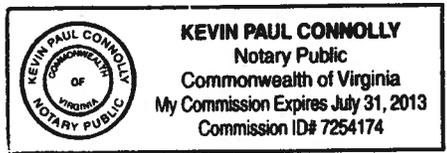
GRANTOR:

JONATHAN GAFFNEY

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9 day of December 2011, by Jonathan Gaffney, Grantor.

Notary Public: Kevin Paul Connolly
My Commission expires: July 31, 2013



GRANTOR:

Tracy Malone

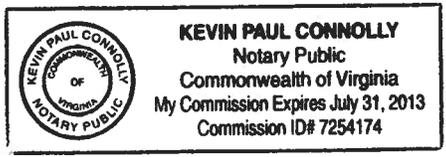
TRACY MALONE

State: Virginia

County: Arlington

The foregoing instrument was acknowledged before me on this 9 day of December, 2011, by Tracy Malone, Grantor.

Notary Public: Kevin Connolly
My Commission expires: July 31, 2013



GRANTEE:

Accepted this ____ day of _____, 20__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20__.

By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 20__.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY



VCS 1983

BLOCK 24
ADDISON HEIGHTS
LIBER U-4, PG. 56

N1° 59' 53"W 120.00'

20.00'

37

EASEMENT FOR PUBLIC
SIDEWALK, UTILITIES
AND DRAINAGE PURPOSES
AREA = 8 SQ. FT.

116.00'

46.00'

38

N46° 59' 53"W 5.66'

ARLINGTON COUNTY CENTERLINE

22ND STREET
SOUTH

12

S1° 59' 53"E ARLINGTON COUNTY CENTERLINE

13

P.O.T. 13+45.30 S. IVES STREET
P.I. 17+12.96 22ND STREET S.
Δ = 90°00'00" LT.

SOUTH IVES STREET

17

S88° 00' 07"W

RPC 36032009
OWNER: JONATHAN GAFFNEY
& TRACY MALONE
D.B. 3397, PG. 1418
ADDRESS: 900 22ND STREET S.



GRAPHIC SCALE



ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
EASEMENT FOR
PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
LOT 38 - BLOCK 24
ADDISON HEIGHTS
LIBER U-4, PG. 56
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'	DRAWN BY: RLF	CHECKED BY: JMB
CADD FILE: PLAT\MAP85\02\RPC36032009.DWG	APPROVED: 9-7-11	APPROVED: 9-7-2011
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR	

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF EASEMENT

This DEED OF EASEMENT is made this 11th day of October, 2011, by **RICHARD J. KELLY and CINDY L. MACINTYRE**, husband and wife ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

For and in consideration of the sum of One Dollar (\$1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **One Hundred Twenty-six (126)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 20 - Block 12, ADDISON HEIGHTS, Liber U-4, Pg. 56, Arlington County, Virginia**" which plat was approved on **September 7, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **May 7, 1999**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2981** at Page **1525**, and more particularly described therein as "**Lots EIGHTEEN (18), NINETEEN (19) and TWENTY (20), Block Twelve (12), as shown on the plat of subdivision known as ADDISON HEIGHTS, as recorded in Deed Book U-4 at Page 56, of the land records of Arlington County, Virginia**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

Richard J. Kelly
RICHARD J. KELLY

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 11th day of October, 2011, by **Richard J. Kelly**, Grantor.

Notary Public: Jennifer Moore
My Commission expires: 2/28/14
7023648



GRANTOR:

Cindy L. MacIntyre
CINDY L. MACINTYRE

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 11th day of October, 2011, by **Cindy L. MacIntyre**, Grantor.

Notary Public: Jennifer Moore
My Commission expires: 2/28/14
7023648



GRANTEE:

Accepted this _____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20____.

By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

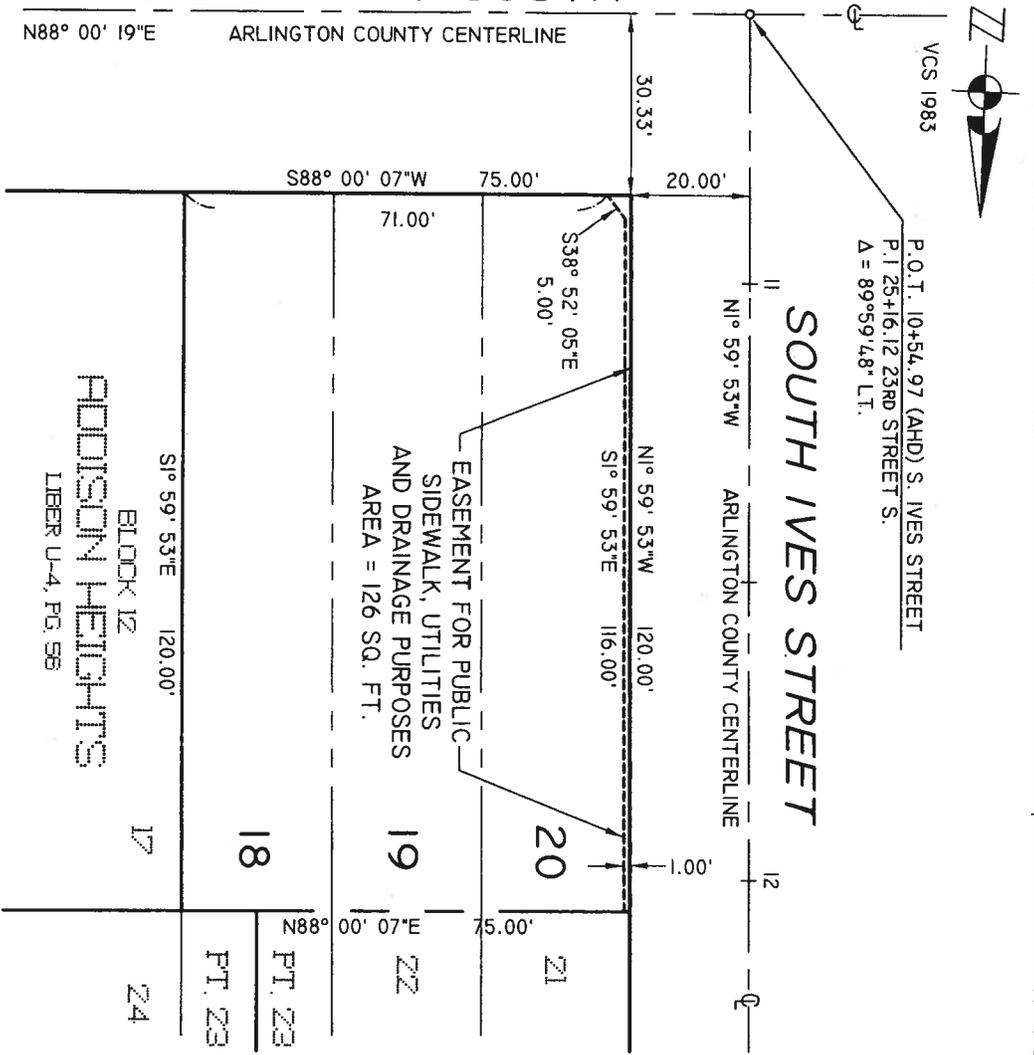
The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 20____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: 
COUNTY ATTORNEY

23RD STREET SOUTH

N88° 00' 19"E ARLINGTON COUNTY CENTERLINE



P.O.T. 10+54.97 (AHD) S. IVES STREET
 P.I 25+16.12 23RD STREET S.
 Δ = 89°59'48" LT.

SOUTH IVES STREET

EASEMENT FOR PUBLIC
 SIDEWALK, UTILITIES
 AND DRAINAGE PURPOSES
 AREA = 126 SQ. FT.

BLOCK 12
 ADDISON HEIGHTS
 LIBER U-4, PG. 56



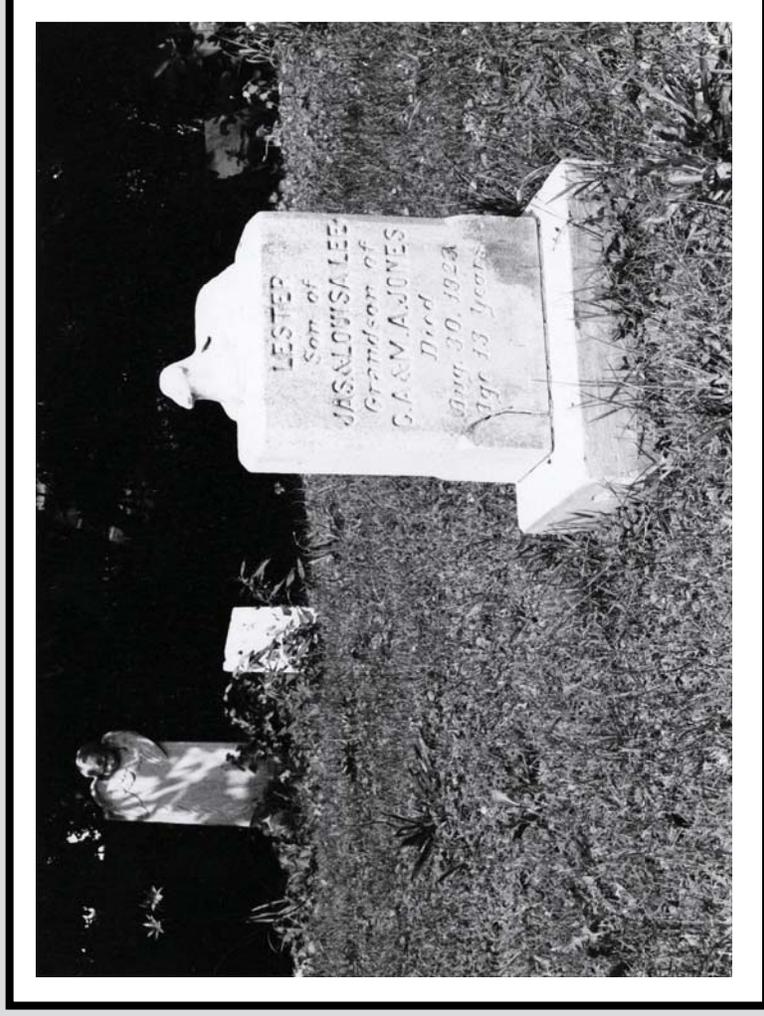
RPC 36031007
 OWNER: RICHARD J. KELLY
 & CINDY L. MACINTYRE
 D.B. 2981, PG. 1525
 ADDRESS: 2215 S IVES STREET

ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING
 EASEMENT FOR
 PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
 LOT 20 - BLOCK 12
ADDISON HEIGHTS
 LIBER U-4, PG. 56
 ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY : RLF	CHECKED BY : JMB
CADD FILE : PLATSYMAP85\021RPC36031007.DWG		
APPROVED : 9-7-11	APPROVED : 9-7-2011	
County Surveyor	Subdivision & Bonds Administrator	

CALLOWAY CEMETERY HISTORIC DISTRICT DESIGN GUIDELINES



5000 Lee Highway - Arlington, Virginia

Arlington County Historical Affairs and Landmark Review Board (HALRB)
2100 Clarendon Boulevard, Suite 700, Arlington, Virginia, 22201
703-228-3830

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INTRODUCTION

Calloway Cemetery is affiliated with and maintained by the adjacent Calloway United Methodist Church, the older of two African-American churches in the Hall's Hill community. The origins of the church date to 1866, when several people who lived near the Hall's Hill neighborhood of Alexandria County (now Arlington) gathered for prayer services at the home of Mr. Samuel Smith. Smith lived on the Frederick B. Saegmuller Farm, approximately two miles away from the present site of the Calloway Church. On August 8, 1870, trustees of the Methodist Episcopal Church purchased a 1,350-square foot lot from Alexander Parker and built a modest church in the 4800 block of Lee Highway. By the 1880s, the congregation had outgrown the small building and desired a new location. In 1888, Moses Jackson, a church trustee, conveyed a half-acre of land to the Methodist Episcopal Church as a place of divine worship. The church constructed a temporary building until a larger church was completed in 1904 at 5000 Lee Highway. The oldest recorded marker dates to the early 1900s. However, unmarked graves at the site may be older.

Historic cemeteries are important cultural, architectural, and archaeological resources since they provide information relating to a community's past. Preservation of local cemeteries is not only important for the respect and commemoration of the interred, but for the invaluable educational opportunities that cemeteries provide in terms of genealogy and local history. Historic cemeteries reveal the lives and struggles of forgotten generations who played an instrumental role in the church and community's history. The individuals commemorated at Calloway Cemetery range from a slave who joined the Union Army in the Civil War to a high school principal. Headstones provide a vast array of information including the names and dates of individuals, religious beliefs, service in the military, and memberships in local organizations. In addition, headstones reflect local and national trends in terms of marker material, motifs, and iconography. At Calloway Cemetery, the presence of fixed field stones denoting graves in lieu of more traditional headstones reflects the area's socioeconomic status.

Historic cemeteries have deteriorated for many reasons. Continued exposure to the elements and weathering impacts materials over time. In urban areas, pollution and acid rain have turned stones black and gray. Biological degradation in forms of algae and lichen have scarred stones. Improper cleaning methods have further quickened the deterioration of the stone. Modern technology, especially lawn mowers and weed-wackers, have permanently scratched stones. The following guidelines are a combination of "preservation" standards to protect the historical integrity of the cemetery and "conservation" standards to illustrate the appropriate way of repairing damaged gravestones. (for The Secretary of Interior's Standards for the Treatment of Historic Properties, see Appendix A)

BURIAL MARKERS AT CALLOWAY CEMETERY

FIELDSTONE

- Stone collected from the surface of a field where it occurs naturally.
- Were utilized as headstones when the interred or family of the deceased had limited economic means.
- Tends to lack carving.
- Cemetery probing revealed multiple fieldstones that had been placed in Calloway Cemetery.
- All fieldstone markers have been reburied and **SHOULD BE LEFT BURIED.**



CONCRETE

- Composed of calcined limestone or Portland cement, clay, sand, water, and/or gravel.
- Molded into a wide variety of shapes.
- Surface textures varied depending on the techniques and aggregate.
- Locally made by a community or family member.
- Less expensive than stone markers.
- All of the bedsteads/rims are made of concrete.

BURIAL MARKERS AT CALLOWAY CEMETERY

MARBLE

- Metamorphic stone composed of calcium carbonate.
- Forms from the alteration of limestone under geologic pressure.
- Majority of marble found in cemeteries is white in color.
- A soft rock relative to granite that is easily scratched.
- Exposure to water and acid rain produces uneven weathering.
- Common problems include sugaring and gypsum crust.
- In the 1800s, marble was the most popular gravestone marker.
- Due to the softness of the stone, many of the marble markers have eroded to the point where the inscriptions are no longer legible.



SLATE

- Fine-grained homogeneous, foliated, metamorphic rock.
- Derived from shale-type sedimentary rock composed of clay or volcanic ash.
- Typically grey in color.
- Low water absorption.
- Resistant to damage and breakage due to freezing.



BURIAL MARKERS AT CALLOWAY CEMETERY



GRANITE

- Coarse-grained igneous rock.
- Composed of quartz and sodium or potassium feldspar.
- Extremely hard and durable stone.
- Introduced in the 1870s and increased in popularity in the 20th century with advances in carving technology.

METAL

- Calloway Cemetery has multiple blank metal plates denoting graves.
- The blank metal plates may have been utilized due to a lack of financial resources.
- There are two larger brass metal plates.
- Orze Jones, the son of the interred Jones, inscribed the metal plate to denote his father's resting place.

HOW TO MAINTAIN A HISTORIC CEMETERY

Proper maintenance of a cemetery is key to the continued preservation of the site. A maintained cemetery welcomes visitation and will experience fewer problems with vandals. After the initial documentation, the trustees should enact a maintenance schedule that includes day-to-day, periodic, and long-term maintenance components.

SHORT TERM VS. LONG TERM GOALS	
Weeding	Landscape
Pruning	Erosion issues
Mowing	Replacement of trees and plants
Collection of trash	Installation of fence

MOWING

Modern mowers allow for quick and easy maintenance, but are one of the major causes of irreparable damage to historic cemeteries. The private contractor/landscaper will need to understand that HISTORIC CEMETERIES REQUIRE CERTAIN PRECAUTIONS be undertaken. The following guidelines will help preserve the site.

<u>NOT ACCEPTABLE</u>	<u>ACCEPTABLE</u>
<ul style="list-style-type: none"> • NO RIDING MOWERS should be used in the cemetery. The proximity of the stones to one another is too close for the large mowers. Also, the weight of mowers may leave ruts in the soil. • Mower equipment SHOULD NOT MAKE CONTACT with stones. • Mowers NOT FITTED with special protections. 	<ul style="list-style-type: none"> • USE WALK-BEHIND MOWERS that are more controllable and lighter. • Grass should be cut by a mower up to and NO CLOSER THAN 12 INCHES from every marker. • The remaining grass around the marker SHOULD BE TRIMMED WITH HAND TOOLS. • All mowers SHOULD BE EQUIPPED WITH RUBBER BUMPERS to protect the stone in case of accidental contact. • All mowers SHOULD USE DISCHARGE GUARDS to protect the gravestones from possible projected debris. • Clippings should be RAKED AND DISCARDED OFF SITE.

HOW TO MAINTAIN A HISTORIC CEMETERY

LANDSCAPE

Many headstones, bedsteads, and other stones have been buried due to erosion of the soil, alteration of the pathway, sinking of the headstones, lack of maintenance, and other forces. To best represent the cemetery's historic landscape and to respect the interred, those markers should be continually exposed. However, exposure of the markers will necessitate the regrading of the land in order to make it a safe and maintainable space. The trustees should contact a landscape architect to assess drainage issues that have led to the erosion of the site and covering of the historic markers. Be aware that **ANY ALTERATIONS OF THE LANDSCAPE FIRST WILL REQUIRE A CERTIFICATE OF APPROPRIATENESS FROM THE HISTORICAL AFFAIRS AND LANDMARK REVIEW BOARD (HALRB)** in order to ensure that the proper precautions are undertaken and the design is historically appropriate.

TREES

Calloway Cemetery has multiple trees and bushes along the western edge of the cemetery in proximity to the current fence line. The health of the trees should be assessed in order to establish a plan for their maintenance or removal and replacement. Ideally, a tree would be replaced with a tree of a similar species. However, due to the proximity of some of the gravestones to the existing trees, replacement of all unhealthy trees will not be recommended by the HALRB. Note, the **REMOVAL OF ANY TREE OVER 15 INCHES IN DIAMETER AND 4 FEET TALL WILL REQUIRE A CERTIFICATE OF APPROPRIATENESS**. The review board will ensure that all precautions have been taken in order to protect the church from planting a species with maintenance issues or that may harm the site and the gravestones.

<ul style="list-style-type: none">• Seek advice from the county arborist regarding the health of the tree.• If removal of a tree in proximity to a gravestone is necessary, CUT IT AS CLOSE TO GROUND AS POSSIBLE. Allow the stump to naturally decay. DO NOT USE CHEMICALS.	<ul style="list-style-type: none">• INSPECT TREES to ensure the root system is not interfering with gravestones.• Replacement trees SHOULD NOT INTERFERE WITH GRAVE MARKERS, fences, or road.
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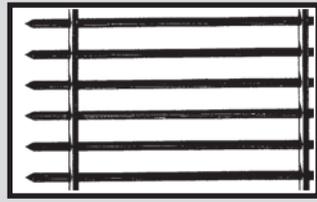
HOW TO MAINTAIN A HISTORIC CEMETERY

FENCING

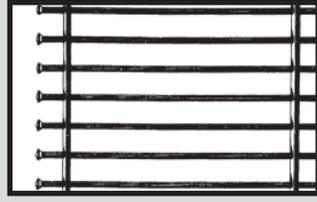
Calloway Church *SHOULD INSTALL A FENCE* around the perimeter of the cemetery. While a fence may have never stood at Calloway Cemetery, a fence on site would be historically appropriate and promote the long-term maintenance of the site. A fence will further delineate the space from the surrounding urban environment and deter vandals from entering. A *CERTIFICATE OF APPROPRIATENESS FROM THE HALRB WILL BE REQUIRED* prior to installing the fence. The HALRB will assist the church in choosing a historically appropriate design that complements the cemetery. The fence design should be simple in nature and not ornate, in keeping with the cemetery's historic and existing appearance.

BASIC FENCE DESIGNS

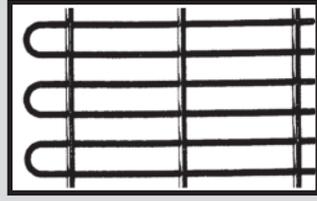
The most common cemetery fences were constructed from wrought and cast iron. The designs consisted of either two or three rails with various attached cast elements. The basic designs are picket, hairpin, bow and picket, and bow and hairpin. The examples listed below (which are from Stewart Iron Works Catalog) would be historically appropriate for Calloway Cemetery. A metal chain link fence would not be in keeping with the historic character of the site.



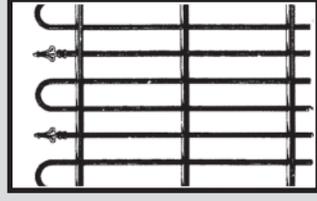
PICKET 1



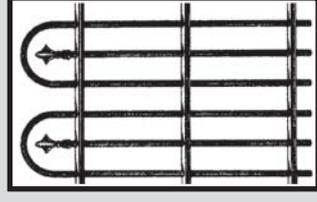
PICKET 2



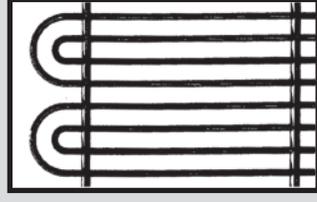
HAIRPIN



PICKET AND
HAIRPIN



BOW AND
PICKET



BOW AND
HAIRPIN

WHAT ACTIONS NEEDS A CERTIFICATE OF APPROPRIATENESS

Citizens accept a stewardship responsibility when owning property within one of Arlington's local historic districts. As stewards of such important historic buildings and places, owners also share a responsibility for helping maintain the distinctive qualities that define these historic districts. Calloway Cemetery has the distinct honor of being the first African-American cemetery designated and protected as a local historic district in Arlington County.

A Certificate of Appropriateness (CoA) is required for all proposed exterior alterations, new construction, and demolition within a locally-designated historic district, except for painting and routine maintenance or repairs in kind. The CoA process involves two separate, though related, meetings that are open to the public. Both of these meetings occur monthly to allow the applications to be reviewed and decided upon in a timely manner.

CALLOWAY CEMETERY COA GUIDELINES:

<u>ACTION</u>	<u>HALRB Approval</u>	<u>SEEK STAFF ADVICE</u>
Site plan alterations.	YES	
Changing road (materials, size, configuration).	YES	
Repairing road with in-kind materials.	NO	NO
Adding pathways.	YES	
Adding utility systems (sprinklers, etc.).	YES	
Installation of signs.	YES	
Installation of lighting.	YES	
Construction of fencing.	YES	
New headstones or markers.	YES	
Repairing headstones or markers.	NO	YES
Removal or relocation of a marker.	YES	
New construction.	YES	
Removal of trees under 15" circumference.	NO	YES
Removal of trees greater than a 15" circumference.	YES	
In-kind alterations.	NO	NO
Non-reversible actions.	YES	

CLEANING AND REPAIRING DAMAGED GRAVESTONES

Gravestones are damaged by the environment, natural decay, and people. The weathering of stone is a physical and chemical process that occurs slowly over time at different rates depending on the material. For example, marble will erode at a faster rate than other cemetery stones since it consists of calcite and dolomite, which are more vulnerable to acid rain due to their high solubility. However, one must not confuse a stone's natural patina (color) with pollutants. *THE GOAL OF CLEANING AND REPAIRING HEADSTONES IS NOT TO RETURN A HEADSTONE TO ITS ORIGINAL BRIGHTNESS*, but to negate the potential damage that is being inflicted. In addition, the unadvised cleaning methods needed to return the stone to its original color will cause irreparable damage and remove the historic appearance of the marker.

DAMAGE IS CAUSED BY THE FOLLOWING FACTORS:
1. Aging of stone.
2. Weathering.
3. Lichen, algae, and other organic growths.
4. Carbon deposits (CO2 Emissions).
5. Acid rain.
6. Neglect.
7. Improper maintenance.

PREPARING FOR CLEANING THE GRAVE MARKERS

PLAN	<ol style="list-style-type: none"> 1. Rank headstones in order of dirtiest to cleanest. 2. Keep a record, written and photographic, documenting the cleaning and repair of the marker. (e.g., dirt, pollutants, algae, lichen, etc.) 3. As a starting point, examine the stone survey attached to the report.
TRAIN	<ol style="list-style-type: none"> 1. Cleaning gravestones is not an intuitive process. 2. Make sure that all workers/volunteers have read the necessary literature/information.
CLEAN	<ol style="list-style-type: none"> 1. Use only the procedures/tools listed in the following section. (The information is from <i>A Graveyard Preservation Primer</i> by Lynette Strangstad and <i>Grave Concerns: A Preservation Manual for Historic Cemeteries in Arkansas</i> by Tammie Trippe-Dillon).

CLEANING AND REPAIRING DAMAGED GRAVESTONES

REQUIRED TOOLS AND MATERIALS

WATER	<ul style="list-style-type: none"> The best option is a long hose since a large amount of water is needed to clean a headstone. However, the pressure should not be low. The water is used only to wet the stone and not remove pollutants, biological growth, etc.
PROTECTIVE EYEWEAR AND RUBBER GLOVES	<ul style="list-style-type: none"> The cleaning agents may contain chemicals that are potentially harmful.
SPRAY BOTTLES	<ul style="list-style-type: none"> Apply water precisely.
BRUSHES	<ul style="list-style-type: none"> A variety of sizes and stiffness will be necessary in order to clean the various types of gravestones. The brushes should have natural or nylon handles. Do not use brushes that are very stiff/wiry as they will damage the stones. Also, do not use brushes with color handles as they may leave marks on the stones.
CRAFT STICKS	<ul style="list-style-type: none"> May be used to clean out recesses on stone such as granite or slate. This tool may be harmful to softer stones such as marble or stones that have deteriorated.
COTTON SWABS AND TOOTHBRUSHES	<ul style="list-style-type: none"> May be used to clean out recesses/engravings on softer stones. Note, use only soft bristle toothbrushes.
NON-IONIC DETERGENT	<ul style="list-style-type: none"> Non-ionic detergents are electrically neutral cleaning agents that do not contain or contribute to the formation of soluble salts. Successfully facilitates the removal of general soiling. Photo-Flo, Orvus, and Vulpex are the three most widely utilized detergents (use one ounce per five gallons of water). Available online at camera/photography and conservation supply stores.

CLEANING AND REPAIRING DAMAGED GRAVESTONES

WHAT TO USE WHEN CLEANING A GRAVESTONE (ATTEMPT IN ORDER LISTED)

<p>MARBLE AND SLATE</p>	<ol style="list-style-type: none"> 1. Water. 2. Water and a non-ionic detergent. 3. Water and Vulpex. <p>* Always utilize the weakest cleaning agent that successfully removes the pollutants from the headstone. The stronger the cleaning agent, the more it can negatively affect the gravestone.</p>
<p>LICHEN REMOVAL</p>	<ol style="list-style-type: none"> 1. Lichen should be pre-wetted. 2. Carefully loosen and remove with a wooden craft stick. 3. Repeat process as necessary. <p>* Lichen that is hardened to stone and not easily removed should be left for a professional conservator. Also, when lichen is removed a stain may be visible from the chemicals produced by the organic growth reacting with the stone.</p>

BASIC RULES AND PROCEDURES

<p>Make sure to USE THE CORRECT PRODUCT OR CLEANING AGENT for the type of stone.</p>	<p>DO NOT CLEAN IF STABILITY IS IN QUESTION. Any grainy surface that readily falls away, such as concrete, should not be cleaned.</p>
<p>TRY A TEST PATCH in order to see in there will be any unwanted effects before proceeding to clean the entire stone.</p>	<p>A gravestone SHOULD ONLY BE CLEANED INFREQUENTLY.</p>
<p>Use a LARGE AMOUNT OF WATER prior to cleaning and continually wet stone.</p>	<p>NEVER USE A POWER WASHER OR SAND BLASTER to clean gravestones. This will cause irreparable damage.</p>
<p>PRE-WETTING THE STONE WILL LOOSEN DIRT and stop excessive amounts of cleaning agents from penetrating the stone.</p>	<p>Do not use cleaning solutions unless water and brushing is not sufficiently cleaning the headstone.</p>
<p>Always clean from the BOTTOM TO THE TOP to prevent streaking and discoloration.</p>	<p>CHLORINE BEACH IS NEVER RECOMMENDED.</p>
<p>Be sure to WASH OFF ALL CLEANING SOLUTION.</p>	<p>DO NOT APPLY ANY SEALANTS OR PROTECTIVE COATS. The markers acts a sponge absorbing any moisture since it is in direct contact with soil. If the stone is sealed, moisture will not be able to escape, which will drastically quicken the rate of deterioration.</p>

CLEANING AND REPAIRING DAMAGED GRAVESTONES

REPAIRING HEADSTONES

Before any repairs are attempted, the reader should examine the suggested books/articles and consider attending a seminar on the repair of historic cemeteries. As always, if the repair is complex in nature, consult a conservation professional for further instruction or information.

THE SIX RULES TO REPAIRING A HEADSTONE:
1. Repair is not as strong as the original material (i.e. do not use Portland cement which will potentially damage the stone).
2. Repair is reversible (new approaches may be developed)
3. Respects the original material.
4. Repair is historically accurate (i.e. appropriate mortar).
5. Repair does not inhibit natural permeability/breath-ability of the stone (beware of sealants).
6. Repair should only be conducted on sound stones.

COMMON HEADSTONE REPAIRS (INCREASING IN DIFFICULTY)

- Correcting tilted tablet markers that were set directly into the ground.
- Resetting the fallen markers that were directly set into the ground.
- Stabilizing and resetting a stone or a concrete base.*
- Replacing a marker into a base.*
- Constructing a concrete base for a tablet.*
- Repairing a snapped/broken marker.*
- Infill of missing stone fragments.*

Calloway Church members should not attempt the (*) repairs. The items require further training or the presence of a professional conservator. The historic preservation staff will be able to advise you on how to proceed with the (*) items. See Appendix D for excerpts from *Michigan Historic Cemetery Preservation Guide* which outlines how to conduct certain repairs.

APPENDIX A

SECRETARY OF INTERIOR PRESERVATION STANDARDS

DEFINITION OF PRESERVATION

Preservation is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction.

PRESERVATION STANDARDS

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection, and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

APPENDIX B

COMMON CEMETERY DEFINITIONS AND VOCABULARY



ABRASION

The physical wear down of the surface of rocks due to excessive friction or rubbing. In cemeteries, repeated gravestone rubbings can lead to the loss of text and ornate engravings.



BIOLOGICAL DEGRADATION

A type of surface disfiguration caused by fungal, lichen, or other biological organism that produce enzymes that will dissolve, stain, and degrade the stone if exposed to certain weather conditions.

CORROSION

The degradation of a material from a chemical or electrolytic reaction. Rust, bronze, copper, and zinc are the types of corrosion most often associated with cemeteries.



DELAMINATION

Stone damage resulting from stone breaks or separations along bedding planes usually resulting in breakage. One on the main causes is frost damage.

APPENDIX B

COMMON CEMETERY DEFINITIONS AND VOCABULARY

DISCOLORED/STAINING

Stone discoloration caused by organic growths and/or pollution. Different stains require different cleaning methods.

DISPLACE

A stone that is no longer in its original location.



EFFLORESCENCE

Deposits of white salts on the stone's surface. It may be caused by fertilizers and weed-wackers, air or water pollution, Portland cement, and other cleaning compounds.



EROSION

A gradual wearing away of stone surface resulting in rounded, blurred edges, and damage to carved details caused by natural abrasion due to wind and wind blown particles and the dissolution of the stone's surface by acidic rainfall.

FREEZE-THAW CYCLE

A cycle of repeated temperature changes that result in the freezing and thawing of water that has penetrated materials that results in structural damage.

GRIME

Surface dirt that may be visible due to a combination of pollutants.

APPENDIX B

COMMON CEMETERY DEFINITIONS AND VOCABULARY

Grout

A material used to fill the cracks and crevices in masonry and stone.



GYPSUM CRUST

A black crust that will remove the surface layer of the stone exposing the softer stone beneath when it is removed.

IN-SITU

A stone that is in its original location.

POROUS

A material that contains many small, interconnected holes (pores) that allow water, air, or other materials to pass through them.

SPALLING/SCALING

The loss of flakes or fragments from the surface of the stone due to frost, pressure, and other mechanisms.

SUGARING

A granular, sometimes powdery, stone surface that is characteristic of particularly fine-grained marbles and limestones indicating a gradual surface degradation.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

GENERAL REQUIREMENTS

- 1.1. All work will be performed in a professional and workmanlike manner by experienced and well trained, uniformed personnel, utilizing clean, well-maintained equipment of the latest and most efficient design.
- 1.2. The practices and procedures employed will be according to accepted industry standards (e.g., Association of Landscape Contractors of America); installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skillfully and safely within the cemetery grounds.
- 1.3. Work performance will comply with the Federal Occupational Safety and Health Act. All applications of pesticides classified for restricted use will be made by certified applicators only.
- 1.4. All original product packaging may be inspected by the cemetery's representative prior to use.
- 1.5. All mechanized equipment (power mowers, trimmers, edgers, etc.) must be turned off if you encounter the public (within 20 feet).
- 1.6. No mechanized equipment (power mowers, trimmer, edgers, etc.) may be used within 200 feet of a funeral in progress.
- 1.7. The Contractor will train crew members to respect not only the solemn dignity of the cemetery, avoiding loud talking, running, etc., but will also train all employees concerning the provisions of this agreement and the need to prevent damage to tombs, stones, and monuments.

LAWN MAINTENANCE ISSUES - MOWING

- 2.1.1. Paper, trash, branches, flowers not associated with a grave, and other debris will be collected prior to each mowing.
- 2.1.2. Contractor will mow turf areas [as needed according to seasonal growth/on the following schedule].
- 2.1.3. No more than 1/3 of the leaf blades will be removed per mowing – Contractor will be expected to adjust the mowing height as appropriate and, if necessary, for different sections of the cemetery. Mowing height will be according to grass type and variety per the following chart:

Cool Season Grass	Mowing Height (inches)
Bluegrass	1 1/2 - 2 1/2
Fescue, fine	1 1/2 - 2 1/2
Fescue, tall	2-3
Ryegrass, perennial	1-2

Warm Season Grass	Mowing Height (inches)
Bahiagrass	2 1/2 - 4
Bermuda (common)	1 1/2 - 2
Bermuda (hybrid)	1 - 1 1/2
Buffalograss	1 1/2 - 2

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

LAWN MAINTENANCE ISSUES - MOWING (CONTINUED)

- 2.1.4. During periods of excessive rain and tall grass growth, the mower cut height may be raised.
- 2.1.5. All mowing will be conducted with a [reel/rotary/mulching] mower. [Under no circumstance will any equipment larger than an intermediate walk-behind mower be used in the cemetery. / Given the spacing of stones and potential for damage, the largest acceptable equipment is a 21-inch push mower.]
- 2.1.6. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.
- 2.1.7. Mowing equipment and patterns (alternate directions each cutting where possible) shall be employed to permit recycling of clippings were possible and present a neat appearance.
- 2.1.8. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Other wise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor will collect clippings until the disease is undetectable.
- 2.1.9. All plots with coping surrounding grass will require special treatment and consideration.
 - 2.1.9.1. No coping is to be damaged by turf maintenance or removed to make maintenance “easier.” Mowers may not be operating when passing over coping.
 - 2.1.9.2. Only 21-inch push mowers may be used in plots with coping (see item 2.2.4.).

LAWN MAINTENANCE ISSUES - EDGING AND TRIMMING

- 2.2.1. Grass adjacent to fixed objects, such as tombs, grave stones, monuments, etc., shall be trimmed to the same height as the general turf. Trimming is to be done so that turf areas are not scalped.
- 2.2.2. Contractor will edge tree rings and plant beds, and all buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass will be edged every other mowing during the growing season.
- 2.2.3. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

LAWN MAINTENANCE ISSUES - EDGE AND TRIMMING (CONTINUED)

- 2.2.4. No mower will be operated within 12-inches of any marker, monument, headstone, footstone, or other memorial. All turf between these markers and mown areas must be trimmed using a filament line trimmer equipped with line no heavier than 0.08-inch.
- 2.2.4.1. The Contractor's employees will be expected to know the length of their trimmer line at all times to prevent this line from coming into contact with the grave stones, tombs, and monuments. Any line damage other than pre-existing (defined as documented by the Contractor at the beginning of this agreement) is the responsibility of the Contractor.
- 2.2.4.2. When trimming near stones, tombs, and monuments, the Contractor is responsible for ensuring that the rotation of the string causes the grass to be thrown back towards the operator. This will assist in preventing any objects thrown by the trimmer, such as rocks, sticks, etc., from being thrown toward fragile stones, thereby minimizing the potential for accidental damage.
- 2.2.4.3. The cemetery's stones will be trimmed every other mowing during the growing season.
- 2.2.5. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot diameter, maximum 3-foot diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass. Establishment and maintenance of such mulched areas will be charged to the cemetery.
- 2.2.6. Contractor will clean all clippings from sidewalks, curbs, roadways and markers or monuments immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in sewer drains.
- 2.2.7. Contractor will ensure that grass clippings do not build up in the corners of plots with coping – otherwise over time there is a build-up of unsightly dead grass in these areas.
- 2.2.8. Under no circumstance will herbicides be used in lieu of appropriate edging and trimming, especially adjacent to monuments and fences. Soil sterilants may never be used on the cemetery property.

LAWN MAINTENANCE ISSUES - SOIL TESTING

- 2.3.1. A number of soil tests will be performed to ensure correct care is being given to the turf.
- 2.3.2. The cemetery is to be provided with a written copy of all soil tests, along with the recommendations resulting from the test.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

LAWN MAINTENANCE ISSUES - FERTILIZATION

- 2.4.1. Contractor will fertilize turf areas as per the maintenance specifications attached.
- 2.4.2. Complete fertilizers shall be granular in composition and contain 30% to 50% or more of the nitrogen in a slow- or controlled-release form. The ratio of nitrogen to potash will approximate 1:1 or 2:1 for complete fertilizer formulations (Examples: 15-5-15, 16-4-8, 15-0-15, 12-2-14, 14-3-14). The exact composition of the fertilizer shall be determined on the basis of good industry practice combined with soil testing (see item 2.3.). While nitrogen fertilization is based on the desired growth rate and type of turfgrass being grown, the phosphorus fertilization rate should be based on the analysis of a lawn soil sample and the recommendations obtained from it. The fertilizer shall also contain magnesium and micro-nutrients (i.e., manganese, iron, zinc, copper, etc.). Iron shall be in the sulfate, sucrate or chelated form.
- 2.4.3. Fertilizer will be swept off of walks and drives onto lawns or beds.
- 2.4.4. Fertilizer will be swept off all monuments, markers, headstones, footstones, and other memorials onto lawns or beds.
- 2.4.5. Since the cemetery has no means of watering in fertilizer, the Contractor will apply at the appropriate season and when rain is anticipated within 24 hours.

LAWN MAINTENANCE ISSUES - AERATION

- 2.5.1. Turfgrass areas in regions of clay and highly compacted soils require regular aeration. Aeration should be accomplished in the early spring or before soils freeze in late autumn in colder climates.
- 2.5.2. No equipment is to be operated within 12-inches of monuments, markers, or stones. Special care is to be taken around walkways, copings, and curbs. All sprinkler heads are to be flagged and avoided by aeration equipment.

LAWN MAINTENANCE ISSUES - PEST CONTROL

- 2.6.1. The Contractor will inspect lawn areas each visit for indications of pest problems and advise the cemetery of such problems.
- 2.6.2. Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed and only in affected spots, whenever possible using the least toxic, effective pesticide. No pesticide will be applied to turf areas without the express approval of the client. This includes weed and feed formulations.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

LAWN MAINTENANCE ISSUES - PEST CONTROL

- 2.6.3. All applications of pesticides and fertilizations will be performed when temperatures are below 90°F and wind drift is negligible.
- 2.6.4. The Contractor will keep records on pests identified and treatment(s) rendered for control.
- 2.6.5. All pest control service is in addition to the basic contract charges. The Contractor will charge the client per job, based on materials cost plus labor. The cost will be agreed on by the cemetery and Contractor in writing before such service is rendered.
- 2.6.6. Pesticide applications will be made in accordance with the rules and regulations governing use of pesticides in [state]. The Contractor will post alerts at all entrances to the cemetery to notify pesticide-sensitive persons of the application as well as follow all laws or requirements of [state]. The pest control applicator will be operating under License # _____ with an expiration/renewal date of _____.

LANDSCAPE PLANT MAINTENANCE ISSUES - SOIL TESTING

- 3.1.1. A number of soil tests will be performed to ensure correct care is being given to the cemetery plantings.
- 3.1.2. The cemetery is to be provided with a written copy of all soil tests, along with the recommendations resulting from the test.

LANDSCAPE PLANT MAINTENANCE ISSUES - FERTILIZATION

- 3.2.1. Ornamental shrubs, trees and ground covers planted less than 3 years shall be fertilized 4 to 6 weeks after planting and then two to three times per year for the following 3 years. Two of the annual applications are normally scheduled around March and September. A third application may be made during the summer. Rate will be 1 pound of nitrogen per 1,000 square feet per application.
- 3.2.2. Fertilizers should contain equal amounts of nitrogen and potassium, and 30% or more of both elements should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be similar to 8-2-8, 15-5-15, 14-3-14, 12-2-14, etc.
- 3.2.3. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer must be punched shallowly into the soil on berms and slopes where runoff is likely.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

LANDSCAPE PLANT MAINTENANCE ISSUES - FERTILIZATION

- 3.2.1. Ornamental shrubs, trees and ground covers planted less than 3 years shall be fertilized 4 to 6 weeks after planting and then two to three times per year for the following 3 years. Two of the annual applications are normally scheduled around March and September. A third application may be made during the summer. Rate will be 1 pound of nitrogen per 1,000 square feet per application. All applications of pesticides and fertilizations will be performed when temperatures are below 90°F and wind drift is negligible.
- 3.2.2. Fertilizers should contain equal amounts of nitrogen and potassium, and 30% or more of both elements should be available in slow-release form. The fertilizer should also contain magnesium and a complete micro nutrient amendment. The fertilizer analysis shall be similar to 8-2-8, 15--15, 14-3-14, 12-2-14, etc.
- 3.2.3. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer must 2.6.5. All pest control service is in addition to the basic contract charges. The Contractor will charge the client per job, based on materials cost plus labor. The cost will be agreed on by the cemetery and Contractor in writing before such service is rendered.
- 3.2.4. Individual, established trees and shrubs will receive annual fertilization as appropriate. In general, evergreen trees should be given a high nitrogen fertilizer such as ammonium sulfate, 21-0-0; deciduous shrubs, especially flowering ones, require phosphorus; and broad leaved evergreens should be given a balanced fertilizer such as 10-10-10.
- 3.2.5. Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to the local cooperative extension recommendations.

LANDSCAPE PLANT MAINTENANCE ISSUES - PEST CONTROL

- 3.3.1. Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary using the least toxic methods. All applications will be performed when temperatures are below 90°F and when wind drift is negligible. First choice will be insecticidal soaps, horticultural oils and biological controls such as *Bacillus thuringiensis* (Bt) formulations.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

LANDSCAPE PLANT MAINTENANCE ISSUES - PEST CONTROL

3.3.2. Weeds in beds or mulched areas will usually be removed mechanically or by hand. Upon cemetery approval only, herbicides may be employed for heavy weed infestations. Should herbicides be approved, all necessary precautions (including, but not limited to application when there is no wind to cause drift and tenting or otherwise covering) must be taken to prevent herbicides from being applied to or landing on monuments, stones, or markers.

LANDSCAPE PLANT MAINTENANCE ISSUES - PRUNING

- 3.4.1. Pruning should only be done to remove dead or diseased branches, reduce foliage density or crossing branches, to improve the beauty of the plant through selective removal of a few branches, or to ensure safety of monuments and visitors.
- 3.4.2. Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness and blooms. No powered hedge trimmers are to be used in the cemetery.
- 3.4.3. All trees should be trimmed so a mower can get under and around them, with these exceptions: [_____].
- 3.4.4. No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar, and pruning paint will not be applied.
- 3.4.5. Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.
- 3.4.6. The Contractor will remove all litter from the cemetery.
- 3.4.7. The cemetery requires that any tree pruning be conducted only by an ISA Certified Arborist.

LANDSCAPE PLANT MAINTENANCE ISSUES - MULCHING

- 3.5.1. All mulched areas will be replenished once a year during the winter months (Nov. - Feb).
- 3.5.2. Mulch should be maintained at a depth of not less than 2-inches and not more than 3-inches.
- 3.5.3. Mulch will not be placed against the trunks of plants.
- 3.5.4. Mulch will not be placed against marble or sandstone tombs, monuments, or gravestones.
- 3.5.5. Mulch will not be allowed to cover valve boxes, meters, irrigation heads, landscape lighting, or any stone, monument, or marker.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

LANDSCAPE PLANT MAINTENANCE ISSUES - MULCHING

- 3.5.6. All curb, roadway and bed edges will be trenched to help contain the applied mulch. The Contractor is required to define all edges and taper or roll away the mulch from the edges.
- 3.5.7. The Contractor is responsible for remixing mulch in areas that are starting to show mold or rot and to ensure that mulch or other landscape bed materials are not mixing or creeping into turf areas.
- 3.5.8. Additional mulch will be billed at \$ ____ /yard.

GENERAL MAINTENANCE

- 4.1. Monthly the Contractor will be responsible for manually pulling of any and all weeds in landscape beds (barked, stoned, and flower beds, including family plots), around curbs and coping, sidewalks, parking areas, and around trees that are barked or landscaped, fence lines, retaining walls, property lines – anywhere that weeds are growing.
- 4.2. Monthly the Contractor will be responsible for removing all trash from bed areas and other high visibility areas, including walkways, parking lots, and family plots.
- 4.3. All turf areas and planting beds (including shrubbery and planting areas) will be cleaned of leaves, weeds, trash, and any other winter debris during the first visit in the Spring [or in (month)] and Fall [or in (month)].

INSPECTION AND ACCEPTANCE OF WORK

- 6.1. The Contractor shall be responsible for notifying the cemetery's representative as soon as practical after all work.
- 6.2. An inspection will be made by the cemetery's representative within 24 hours of notification by the Contractor that work has been performed.
- 6.3. The cemetery will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 72 hours to repair, replace, or redo the specified work. Any damage to monuments, markers, memorials, or fences will require professional conservation treatment by a conservator who is a member of the American Institute for Conservation of Historic and Artistic Works and who is approved by the cemetery. The Contractor will be responsible for all charges incurred.
- 6.4. All work must meet the specifications of this agreement. The cemetery's representative will be the final authority on acceptance, as well as any damage to cemetery property, markers, monuments, fences, etc.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

INSURANCE, LICENSES, PERMITS, AND LIABILITY

- 7.1. The Contractor will carry liability amounts and worker's compensation coverage required by law on his/her operators and employees and require the same of any sub-Contractors and provide proof of same to the cemetery.
- 7.2. The Contractor will carry general liability insurance in the amount of \$1,000,000.
- 7.3. The Contractor is also responsible for obtaining any licenses and/or permits (not limited to business licenses, pesticide licenses, etc.) required by law for activities on cemetery's property.
- 7.4. All work will be performed in a workmanship-like manner.
- 7.5. Situations which the Contractor may deem are his/her responsibility:
 - 7.5.1. Any damage due to the operation of his equipment in performing the contract, to include damage to stones, monuments, markers, fences, walkways, curbs, coping, plantings, or any memorial device in the cemetery.
 - 7.5.2. Failure to comply with all laws pertaining to protected plant species.
 - 7.5.3. Damage to plant material due to improper horticultural practices.
 - 7.5.4. Improper replacement or retrofitting of irrigation system components.
 - 7.5.5. Injury to non-target organisms due to application of pesticides.
 - 7.5.6. Any pollution to the cemetery or its groundwater caused by waste oil, herbicides, or pesticides used by the Contractor.
- 7.6. Situations which the Contractor may deem are not his/her responsibility:
 - 7.6.1. Death or decline of plant materials due to improper selection, placement, planting or maintenance done before the time of this contract.
 - 7.6.2. Damage due to improper irrigation components existing at the time of contract execution.
 - 7.6.3. Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
 - 7.6.4. Flooding, storm, wind, fire or cold damages.
 - 7.6.5. Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative irrigation components provided he/she reported these to client, or irrigation restrictions imposed by civil authorities.
 - 7.6.6. Damage caused by or to any item hidden in the landscape and not clearly guarded or marked, excluding however, all stones, monuments, markers, fences, walkways, curbs, coping, or memorial devices.
 - 7.6.7. Damage due to vandalism.

APPENDIX C

SAMPLE LANDSCAPE MAINTENANCE CONTRACT FOR A CEMETERY

(From Chicora Foundation, South Carolina. <http://www.chicora.org>)

PROPERTY DESCRIPTION, SERVICES PROVIDED, TERMS, CONDITIONS, AND CHARGES

8.1. This contract is for the maintenance of property at _____, _____, _____ and more specifically described as: _____

8.2. The contract term is for a period of 1-year with a beginning date of _____ and an ending date of _____.

The contract may be canceled by either party without cause with 30-days written notification. Upon such cancellation the Contractor remains responsible for any damages as outlined in 7.5.

8.3. This contract will be governed by the laws of [state]. Should the cemetery be required to engage the services of an attorney in connection with this agreement or to enforce its provisions, the cemetery shall be entitled to reasonable attorney's fees.

APPENDIX D

COMMON HEADSTONE REPAIRS

(From *Michigan Historic Cemetery Preservation Manual*. <http://www.michigan.gov>)

Lifting and Moving the Stone

Headstones weigh 160 to 180 pounds per cubic foot. Use extreme care when lifting or moving stones to avoid personal injury or damage to the stone. When moving the stone, support the weight of the stone evenly, using nylon straps and boards to equalize the load. Larger stones can be moved by two persons using a lifting pole with nylon straps, or with lifting devices such as a portable crane, or a tripod with chain hoist. Stones should be protected from contacting chains or other metal lifting objects. Only experienced conservators should move heavy stones.

Handling Cautions: Metal bars and shovels should not be used to pry or lift a monument or headstone. Do not try to lift heavy stones without the assistance of another person. Even when using lifting equipment, another person should be available to assist if needed.

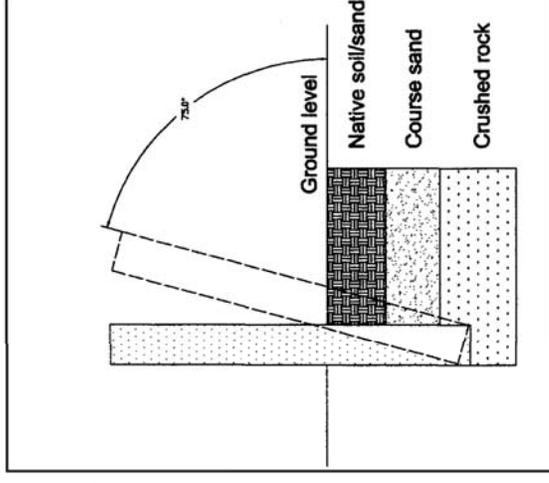
Correcting Tilted Slab or Tablet Markers Set Directly in the Ground (Not in Bases)

Tilted markers are among the most common problems in older cemeteries. Slab or tablet markers, installed directly in the ground (with approximately one third of the stone below grade), may have been standing for a century or more. Stones, especially in sandy soil, may have tilted due to shifting or the effect of gravity; or may have sunk, partially concealing the inscription. A stone that is leaning may become warped. In the worst case, if not corrected, the stone could eventually fracture due to its own weight. Generally, if the marker is leaning less than fifteen degrees from the vertical, intervention to set it upright is not suggested. A stone that has sunk only minimally will usually not need to be removed unless the inscription is obscured below grade.

Straightening a tilted marker is fairly straightforward project and involves minimal cost. Trained and supervised volunteers can usually do it. Check to be sure that there are no unseen conditions that would preclude straightening the stone without damage. Removing the stone completely from the ground will usually not be necessary.

Straightening Tilted Markers

- Hand-dig the ground around the stone. Remove the sod with a spade-shovel so that it can be easily replaced. Do not allow metal tools to contact the stone. Unless the stone has sunk so that the inscription is obscured or repairs to the stone are needed, it is usually not necessary to remove the stone from the hole. Excavate to the depth of the bottom of the stone. Assure that the sides of the hole are wide enough so that when the stone is straightened, the edges of the stone will not hang up on the sides of the hole, causing undue stress.
- Straighten the stone to vertical, checking for plumb. While supporting the stone, backfill the hole one-third full with heavy aggregate such as broken brick or 21-AA stone (from a cement yard) and tamp. Add coarse sand and gravel mix (aggregate) and tamp, leaving three to four inches for topsoil and sod. Place landscape fabric atop the aggregate, to maintain drainage by preventing dirt from filtering into the aggregate.
- Replace the topsoil and lightly tamp. Mound up soil to allow for settling. Replace the sod. After two or three weeks, check for settling around the base of the stone, adding more soil as required.



Straightening a marker is a common task done usually when the marker is out of plumb by 15 or more degrees. Always use caution when moving a stone. Trying to force a stone can cause it to snap.

APPENDIX D

COMMON HEADSTONE REPAIRS

(From *Michigan Historic Cemetery Preservation Manual*. <http://www.michigan.gov>)

Straightening Markers When The Stone is Removed

2 If the stone must be removed temporarily, additional preparation of the bottom of the hole is required to prepare for reinstallation. See the *Lifting* section for instructions on removing the stone from the hole.

- Excavate the existing hole to a rectangular shape, with vertical sides, and level bottom. The front wall of the hole remains at the original location of the front face of the stone. To achieve a solid base, tamp the bottom with a length of 4 x 4 lumber or other tamper.
- The depth of the hole is established by the desired height of the headstone above the ground. If possible, set the height so that the lowest inscription is visible – ideally a minimum of two inches above grade. The actual height at which the stone was previously set may be visible from staining on the stone (witness marks). The depth of the hole may vary depending on the following alternative “fill” method selected:

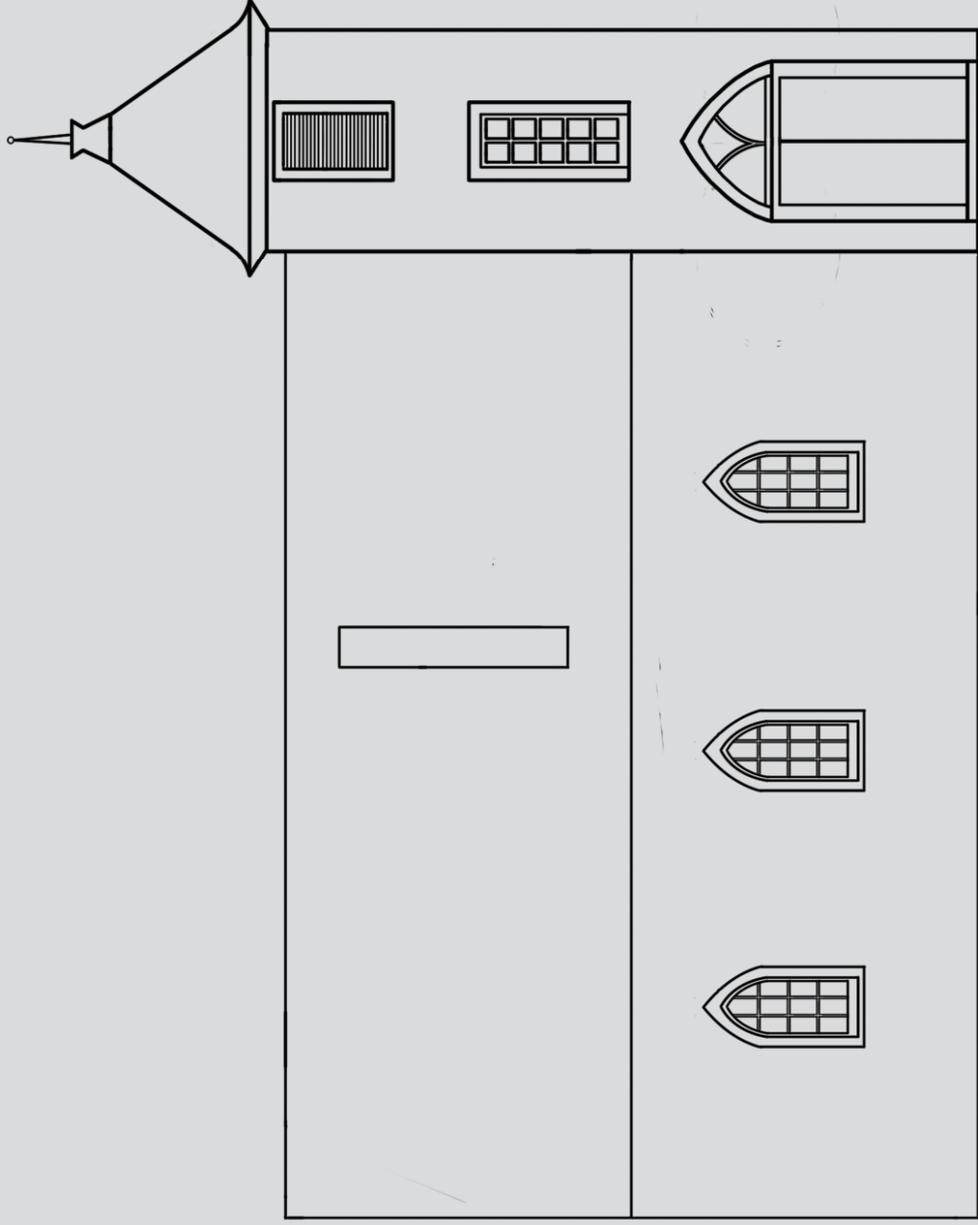
- **Alternative 1 – Stone and aggregate fill** – Lay dry flat stones in the bottom of the hole. Lower the headstone into the hole with the front face of the stone against the front wall of the hole, centered side-to-side. Straighten to vertical, checking for plumb. While holding or bracing the stone, backfill with heavy aggregate (such as broken brick or 21-AA stone from a cement yard) to half-fill the hole, and tamp. Next add coarse sand and gravel mix to within a few inches of the top, and tamp. Place landscape fabric atop the aggregate, to maintain drainage by preventing dirt from filtering into the aggregate.

- **Alternative 2 – Clay bricks and bagged clay fill** – As an alternative to aggregate fill products above, line the bottom of the hole with unfired clay bricks, and use bagged clay as backfill. A first course (layer) of unfired clay bricks is laid on the bottom, with a second course laid perpendicular to the first. Lower the headstone into the hole with the front face of the stone against the front wall of the hole, centered side-to-side. Straighten to vertical, checking for plumb. While holding or bracing the stone, backfill with bagged clay to half-fill the hole, and tamp. Add topsoil to within a few inches of the top and tamp until firm. Clay provides a concrete-like and extremely solid base and support for the stone, and is easier to transport and more volunteer-friendly than aggregate. Clay is used on baseball and softball fields; and may be available in municipalities’ parks departments, as well as commercial nurseries. (One of the authors of this text developed this technique using clay material in collaboration with other professional conservators.)

- Add more topsoil and lightly tamp. Mound up soil to allow for settling. Seed or replace the sod. After two or three weeks, check for settling around the base of the stone, and add more soil as required.



CALLOWAY CEMETERY HISTORIC DISTRICT



Arlington County Historical Affairs and Review Board
2100 Clarendon Boulevard, Suite 700, Arlington, Virginia, 22201
703-228-3830

Lyon Park Community House

414 North Fillmore Street
Arlington VA 22201-1622

Architect

Laboratory for Architecture & Building, Inc.
2300 9th Street South, Suite M1
Arlington, VA 22204-2300

Structural Engineer

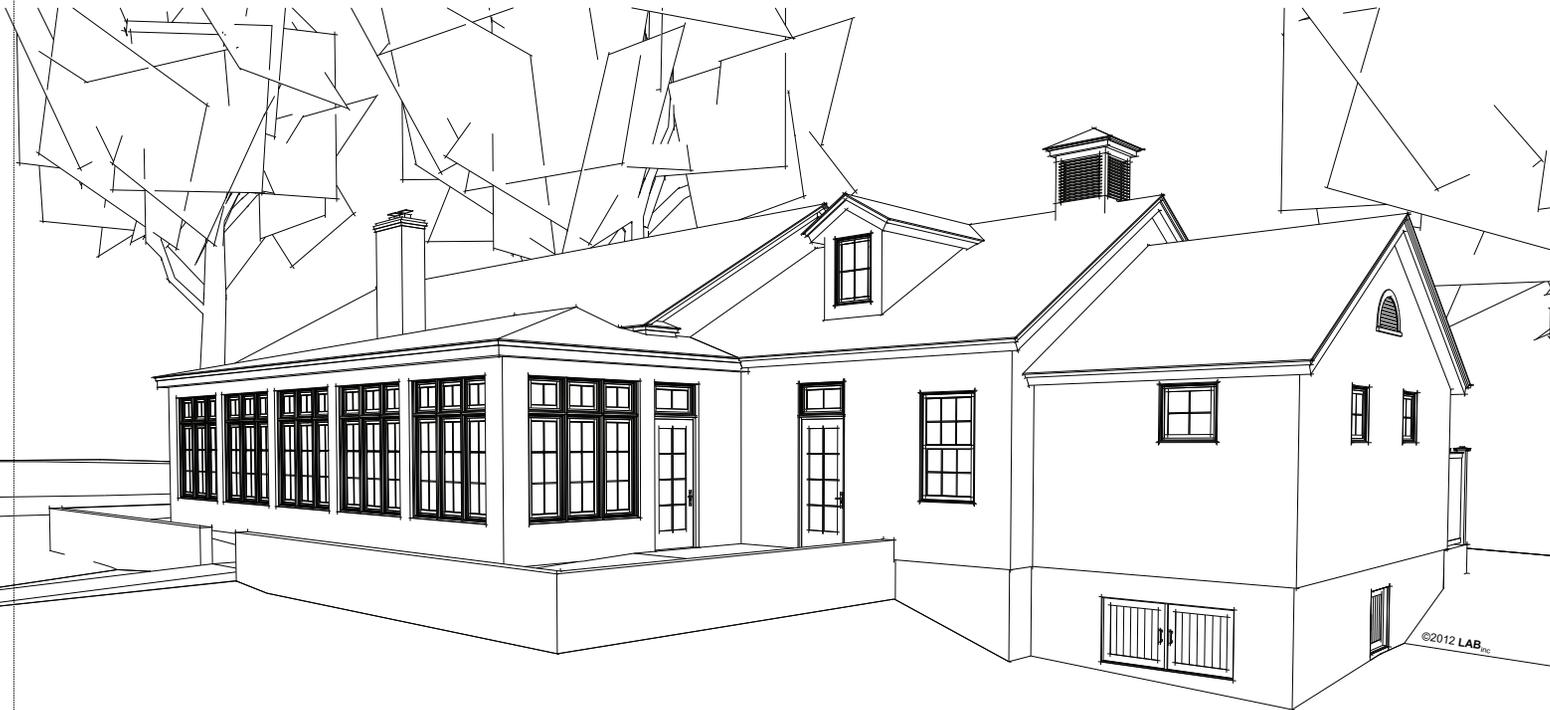
Neubauer Consulting Engineers, P.A.
4701 Sangamore Road, Suite N290
Bethesda MD 20816

MEP Engineers

Provectus, Inc.
50 S. Pickett Street, #116
Alexandria, VA 22304

List of Drawings

- AD.10 Cover Sheet
- LS.10 Landscape Details
- S-1 Foundation Structural Plan
- S-2 Framing Plan
- S-3 Roof Framing Plan
- S-4 Details
- S-5 Details
- H1.10 Historic Drawings
- H1.20 Historic Drawings
- H1.30 Historic Drawings
- H1.40 Historic Drawings
- H1.50 Historic Drawings
- H1.60 Historic Drawings
- H1.70 Historic Drawings
- H1.80 Historic Drawings
- AG.20 General Notes, Definitions & Abbreviations
- AG.30 Code Evaluation
- AG.40 Building Accessibility
- AG.50 Bathroom Accessibility
- D1.10 Demolition Plans
- D2.10 Demolition Elevations
- A1.00 Site Plan
- A1.10 Basement Plan
- A1.20 First Floor Plan
- A1.25 First Floor Dimension Plan
- A1.30 Mezzanine Plan
- A1.40 Roof Plan
- A1.50 First Floor Electrical Plan
- A1.60 First Floor Reflected Ceiling Plan
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- A2.20 East & West Elevations
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- A2.40 Enlarged Bathroom Elevations
- A2.50 Enlarged Kitchen Elevations
- A2.60 Enlarged Sun Room Elevations
- A2.70 Enlarged Gallery & Family Bath Elevations
- A2.80 Enlarged Serving Hall Elevations
- A2.90 Enlarged Main Hall Elevations
- A3.10 Building Sections
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- A3.30 Wall Sections
- AA.10 Enlarged Kitchen Plan
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- A5.20 Exterior Detail
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- A5.40 Interior Detail
- A5.50 Interior Detail
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- E5.0 Power Riser Diagram & Schedules
- M0.1 Notes & Symbols - Mechanical
- M1.1 Basement Plan - New Work - Mechanical
- M1.2 First Floor Plan - New Work - Mechanical
- M1.3 Loft/Attic Plan - New Work - Mechanical
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- M2.2 Outside Air Calculations - Mechanical
- P0.1 Symbol List & Notes
- P0.2 Plumbing Schedules
- P1.1 Plumbing Demo Plans
- P2.1 Basement Plan - New Work - Plumbing
- P2.2 First Floor Plan - New Work - Plumbing
- P2.3 Loft/Attic Plan - New Work - Plumbing
- P2.4 Basement Plan - Drainage & Vent - Plumbing
- P2.5 First Floor Plan - Drainage & Vent - Plumbing
- P2.6 Loft/Attic Plan - Drainage & Vent - Plumbing
- P3.1 Plumbing Diagram
- P3.2 Plumbing Diagram
- P3.3 Plumbing Diagram
- P4.1 Plumbing Details



Lyon Park Community House
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Rev. Cost Est. - 10/20/10
Structural Estimate - 05/04/2010
Cost Review - 04/14/2010
Program Meeting - 02/26/2010
10/20/2010
Rev. of Schedule - 08/20/10
Design Dev. - 10/20/10
Design Dev. - 10/20/10
Cost Estimate - 08/20/10
Cost Estimate - 08/20/10
Use Permit - 12/03/11

February 15, 2012

cover sheet

A0.10



Lyon Park Community House
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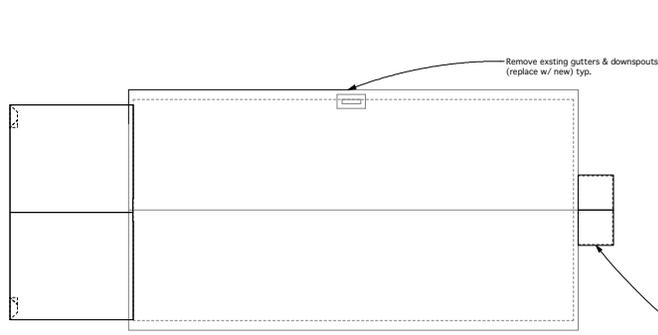
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Arch. Cost Est. - 03/20/10
Civil Est. - 03/20/10
Struct. Est. - 05/19/10
Cost Review - 04/14/10
Program Meeting - 03/20/10
AC Meeting - 03/20/10
Rev. of Drawing - 03/20/10
Design Dev. - 03/20/10
Design Dev. - 10/20/10
Cost Estimate - 03/20/10
Cost Estimate - 04/02/11
Use Permit - 1/20/11

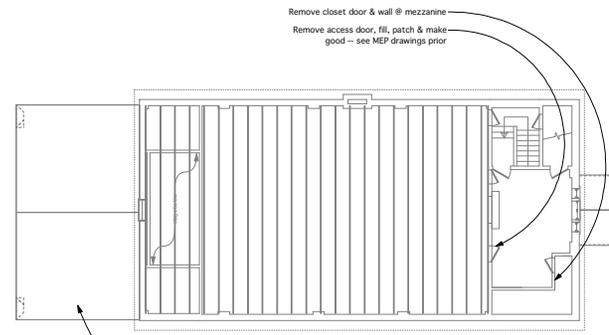
February 15, 2012

demolition
plans

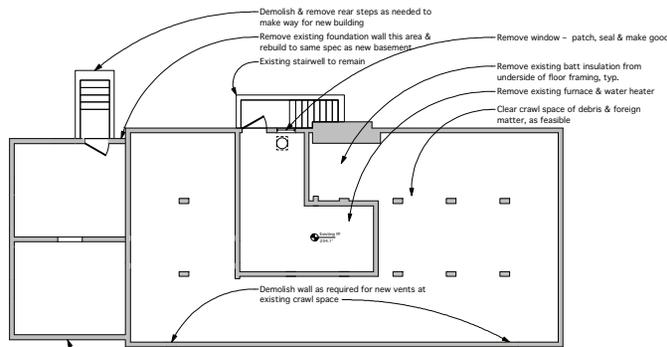
D1.10



4 Demolition Roof
Scale: 1/8" = 1'-0"

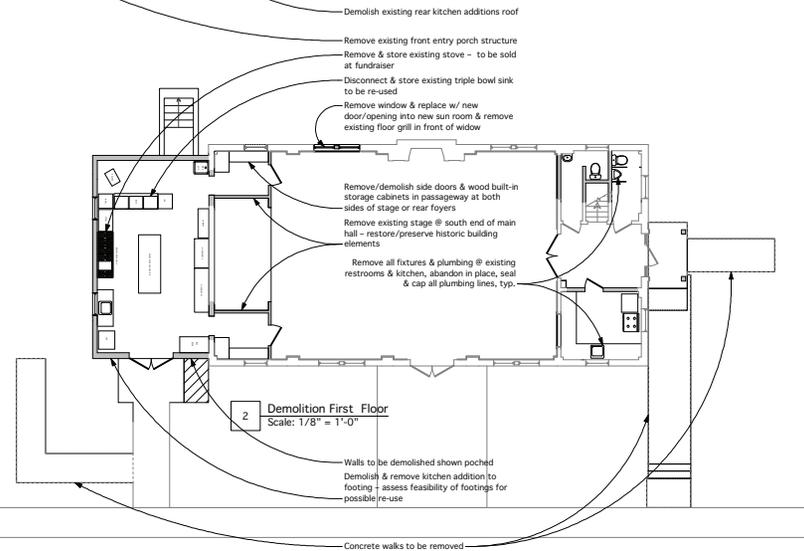


3 Demolition Attic Level
Scale: 1/8" = 1'-0"

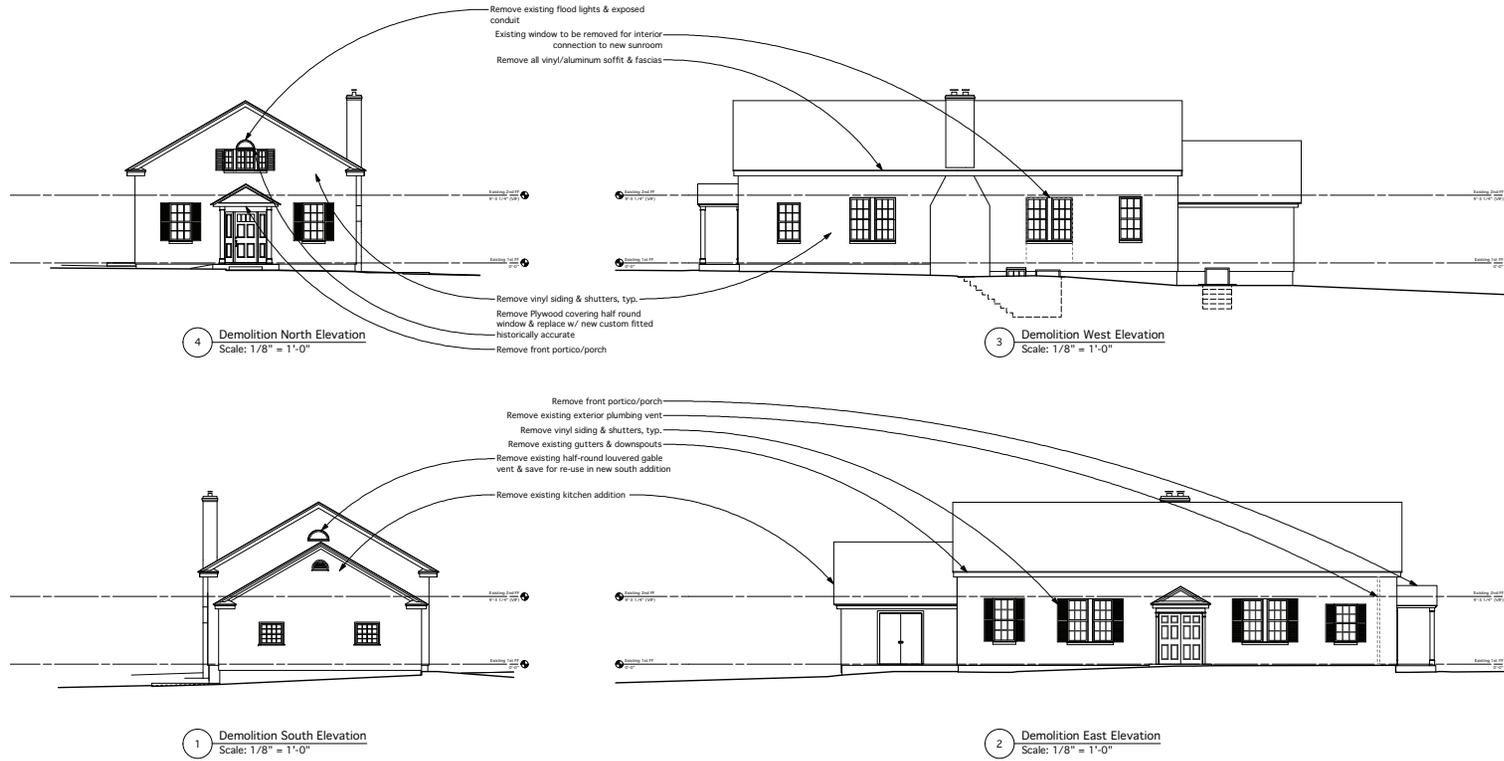


1 Demolition Basement
Scale: 1/8" = 1'-0"

CMU foundation & footing of existing kitchen addition to be removed - see structural drawings



2 Demolition First Floor
Scale: 1/8" = 1'-0"



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Arch. Coord. Est. - 10/12/2010
Structural Estimate - 05/01/2010
Cost Review meet - 04/14/2010
Program Meeting 03 - 05/08/2010
AC meeting - 04/20/2010
Review of drawings - 03/20/2010
Design Dev 01 - 03/02/2010
Design Dev 02 - 10/20/2010
Cost Estimate 01 - 03/02/2010
CR 01 Review - 04/02/2011
Use Permit - 1/20/2011

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demolition
elevations

D2.10



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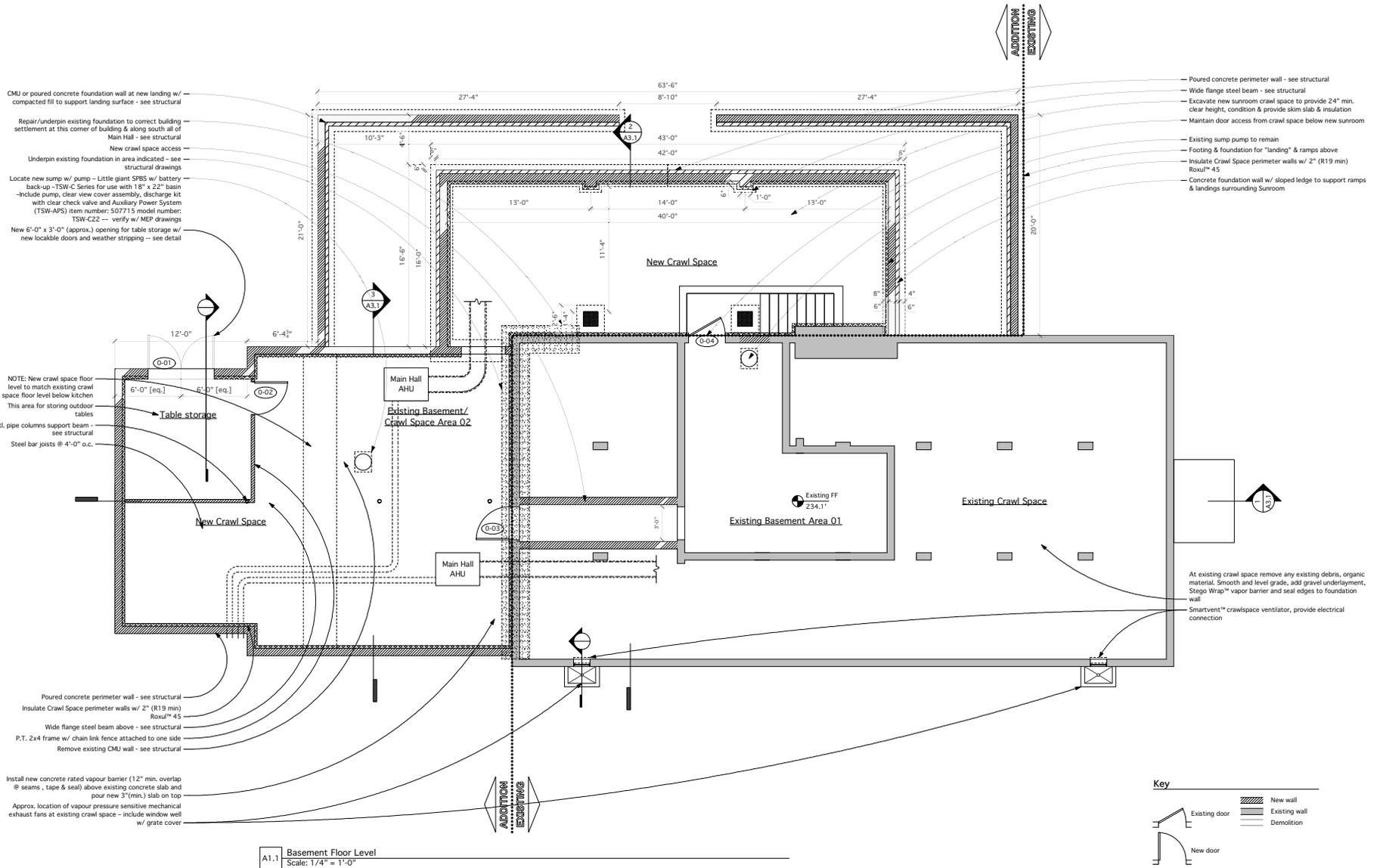
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Struct. Estimate - 05/01/2010
Cost Review - 05/01/2010
Cost Review - 05/14/2010
Program Meeting - 05/20/2010
100% framing - 08/20/2010
Review of drawings - 09/20/2010
Design Dev. - 10/15/2010
Design Dev. - 10/20/2010
Cost Estimate - 10/20/2010
CR 80% Review - 04/22/2011
Use Permit - 1/25/2011

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basement

A1.10





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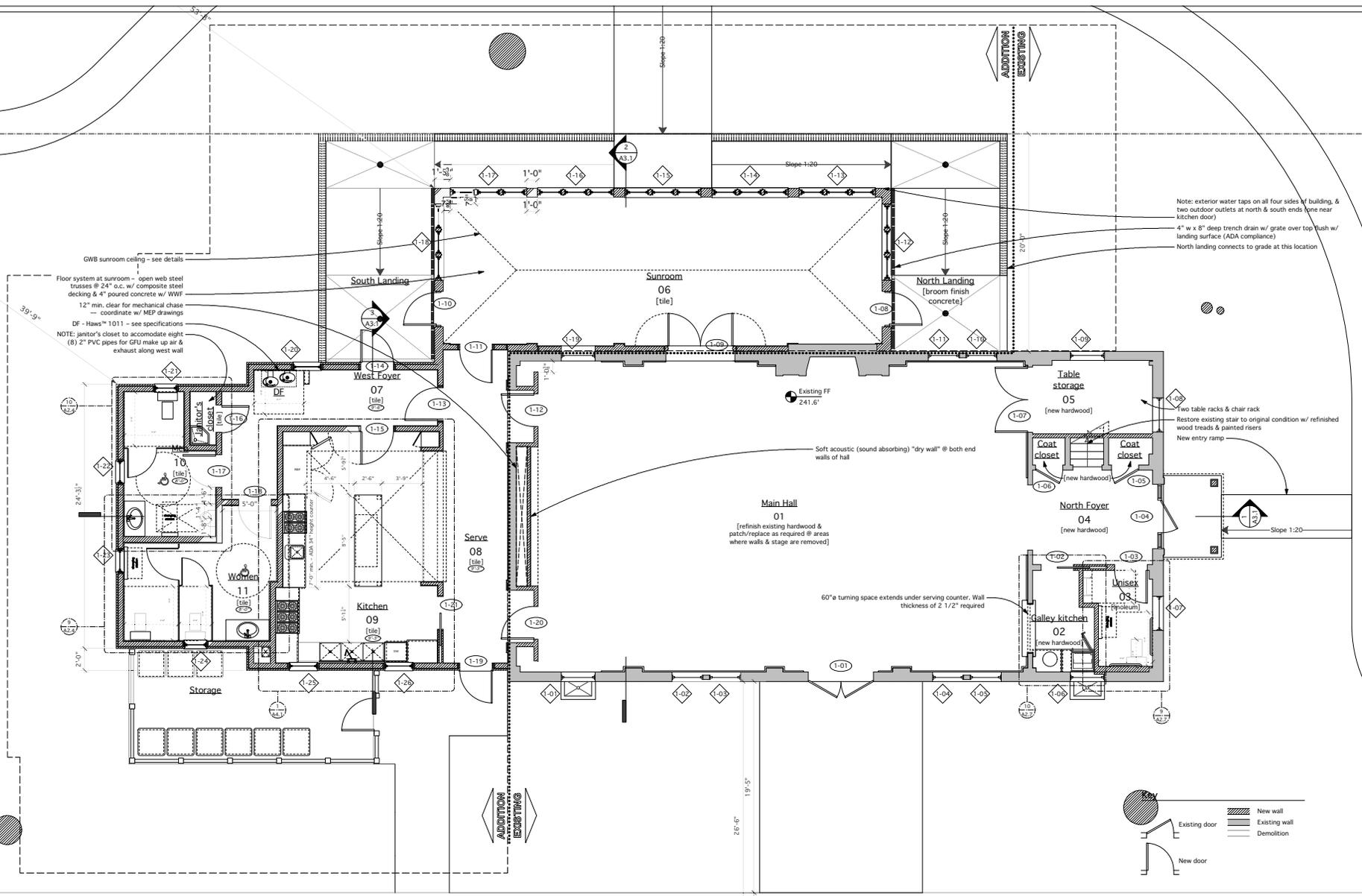
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Arch. Coord. Est. - 10/10/2010
Struct. Est. - 10/10/2010
Cost Review - 10/10/2010
Program Meeting - 08/20/2010
Rev. of drawings - 08/20/2010
Design Dev. - 10/10/2010
Design Dev. - 10/10/2010
Cost Estimate - 10/10/2010
CADD Review - 08/20/2011
Use Permit - 1/10/2011

February 15, 2012

first floor

A1.20



A1.2 LPCH -Main Floor
Scale: 1/4" = 1'-0"



Lyon Park Community House
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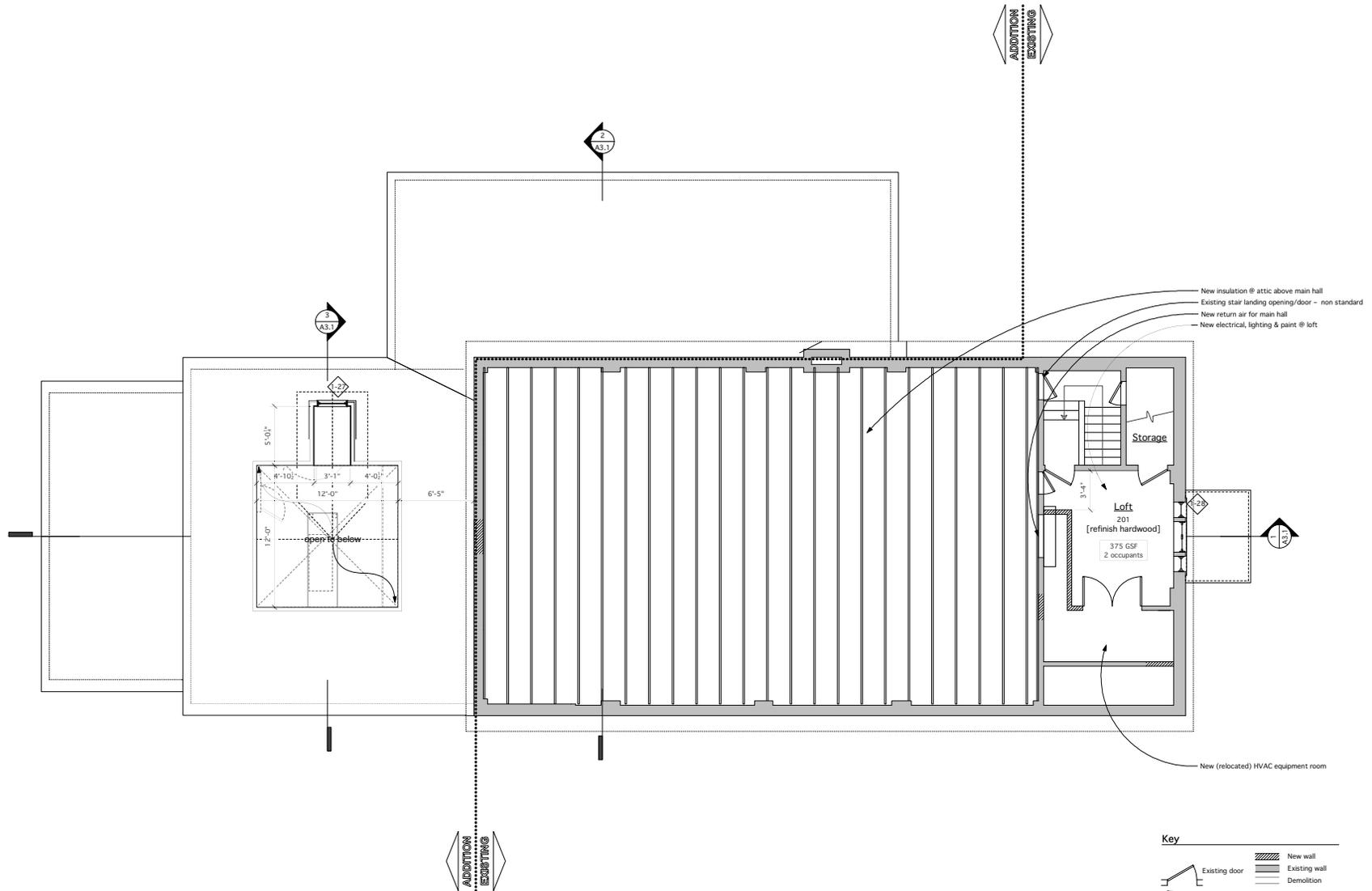
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Struct. Cost Est. - 1/15/2012
Cost Review - 1/15/2012
Cost Review - 1/15/2012
Program Meeting - 1/15/2012
100% Meeting - 1/15/2012
Review of Contract - 1/15/2012
Design Dev. - 1/15/2012
Design Dev. - 1/15/2012
Cost Estimate - 1/15/2012
CR 80% Review - 1/15/2012
Use Permit - 1/15/2012

February 15, 2012

second floor

A1.30



A1.3 Upper Floor Level
Scale: 1/4" = 1'-0"

Notes
AHU 2 & AHU 3 may be combined into single unit pending MEP analysis

Key

- New wall
- Existing wall
- Demolition
- Existing door
- New door



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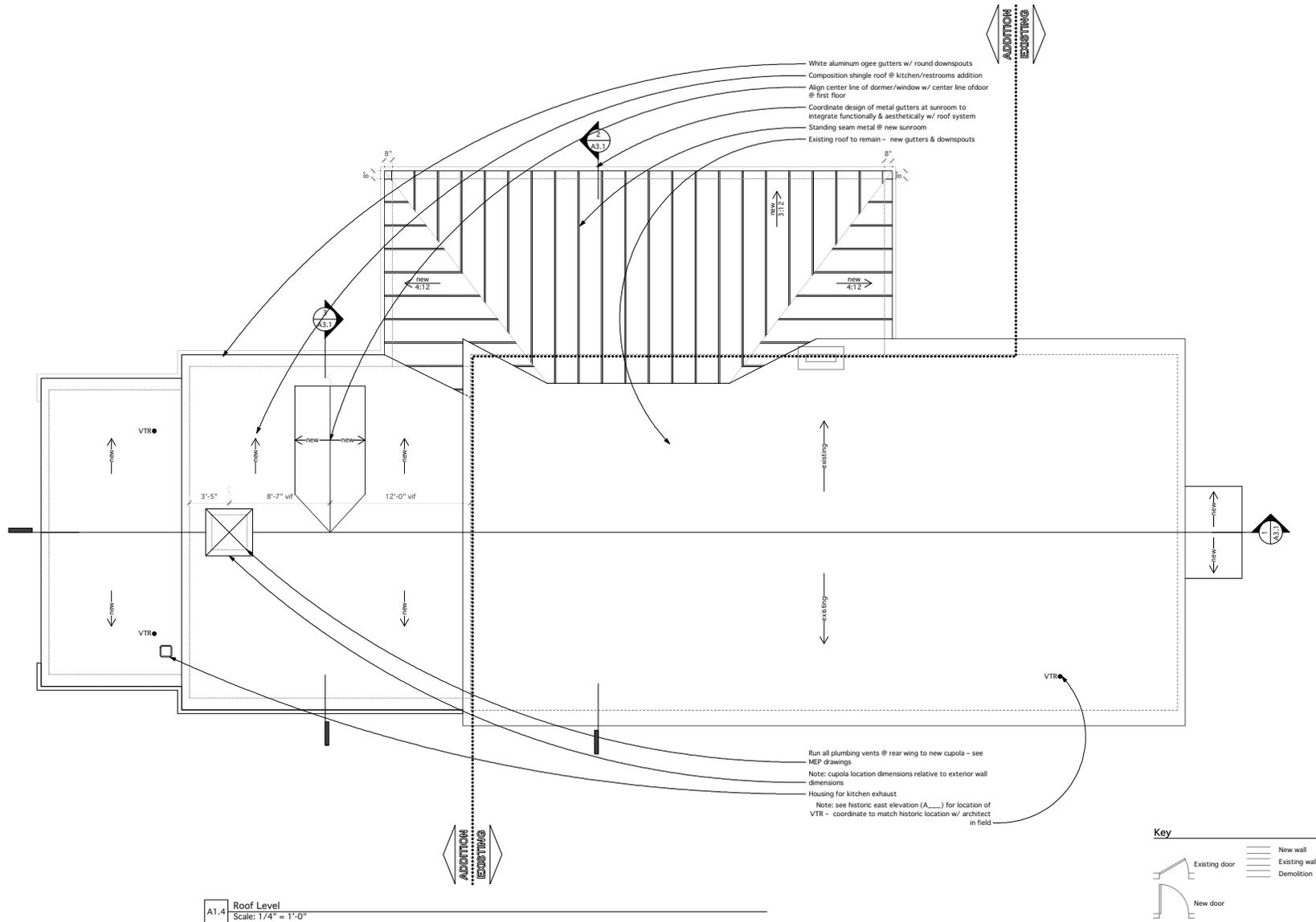
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Rev. Cost Est. - 1/20/2010
Civil Estimate - 1/20/2010
Structural Estimate - 05/01/2010
Cost Review meet - 05/14/2010
Program Meeting 02 - 05/08/2010
02 Meeting - 04/20/2010
Review of drawings - 03/20/2010
Design Dev. - 03/01/2010
Design Dev. 02 - 1/20/2010
Cost Estimate Set - 02/01/2010
CR Review - 04/02/2011
Use Permit - 1/20/2011

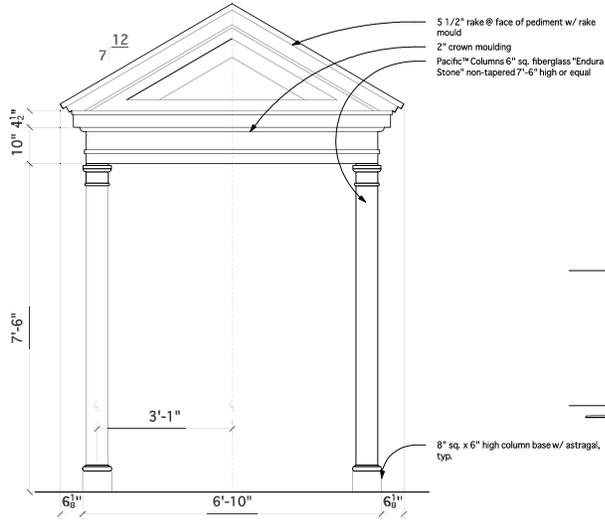
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roof plan

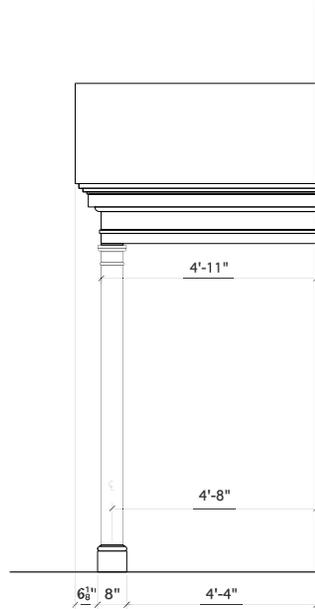
A1.40



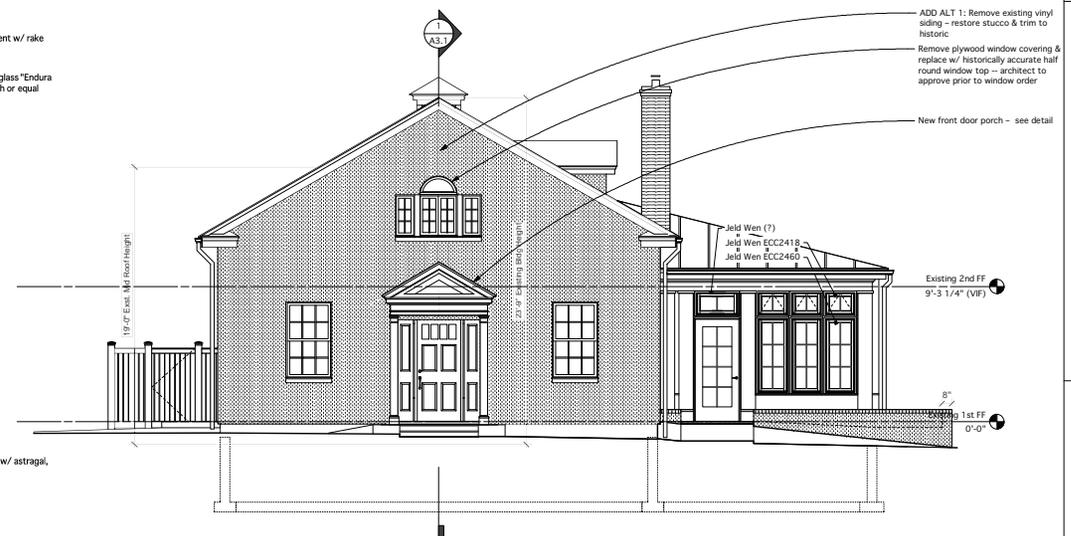
A1.4 Roof Level
Scale: 1/4" = 1'-0"



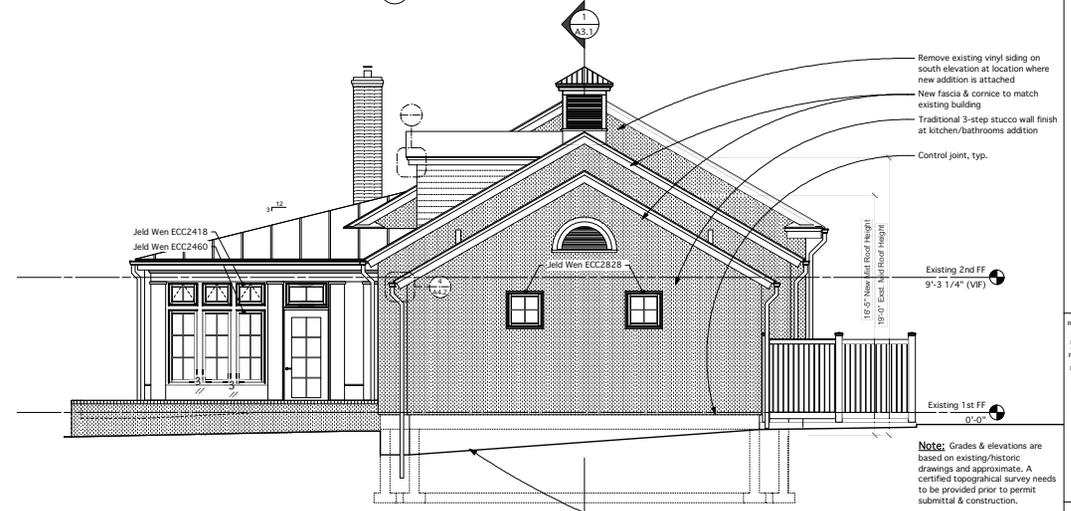
3 North Portico Detail Elevation
Scale: 3/4" = 1'-0"



4 West Portico Detail Elevation
Scale: 3/4" = 1'-0"



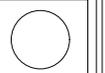
1 North Elevation
Scale: 1/4" = 1'-0"



2 South Elevation
Scale: 1/4" = 1'-0"

Note: Grades & elevations are based on existing/historic drawings and approximate. A certified topographical survey needs to be provided prior to permit submittal & construction.

Poured concrete foundation w/ parget finish, typ. - see structural drawings for foundation wall details



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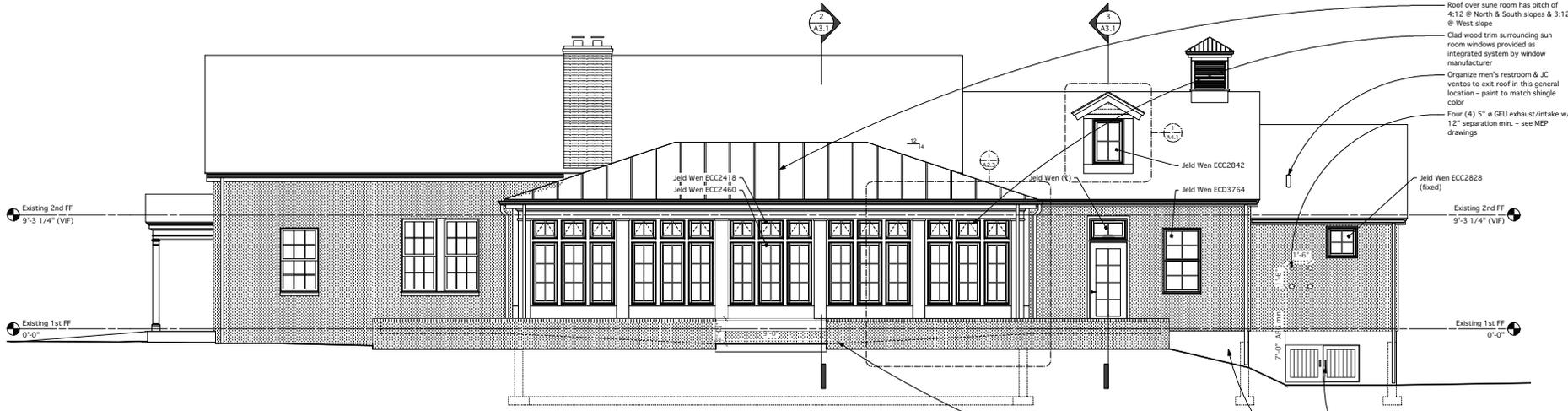
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Rev. Phas. Cost Est. - 10/20/10
Arch. Cost Est. - 10/20/10
Structural Estimate - 05/04/10
Code Review mark - 05/04/10
Code Review mark - 05/04/10
Program Meeting 02 - 09/09/10
02 meeting - 08/20/10
Review of drawings - 08/20/10
Design Dev 01 - 05/05/10
Design Dev 02 - 10/05/10
Cost Estimate Set - 05/10/10
C2 8% Review - 04/02/11
Use Permit - 1/25/2011

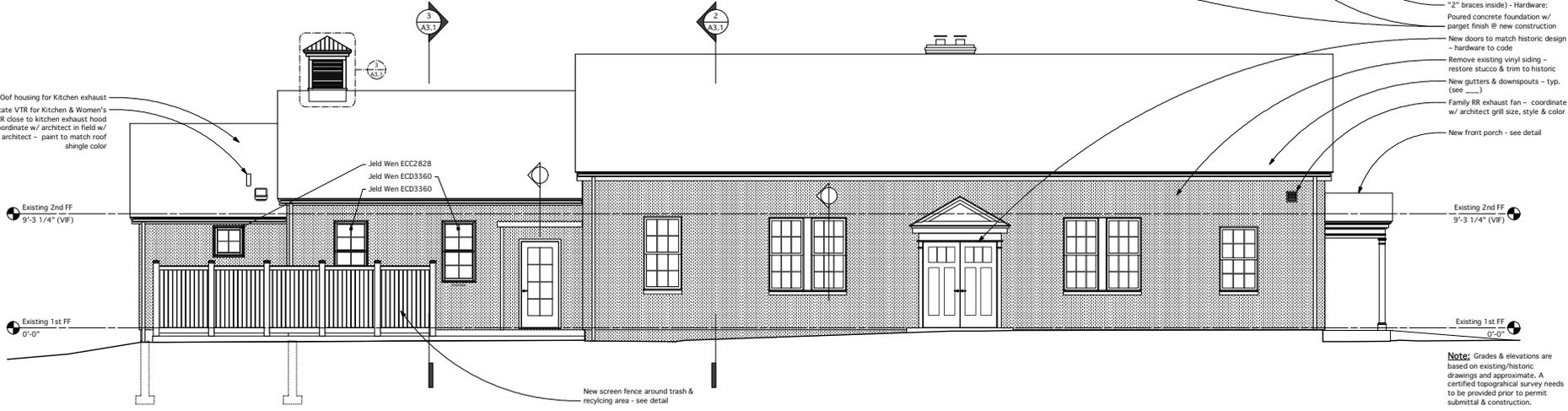
February 15, 2012

north/south elevations

A2.10



1 LPCH - Cost Estimate West Elevation
Scale: 1/4" = 1'-0"



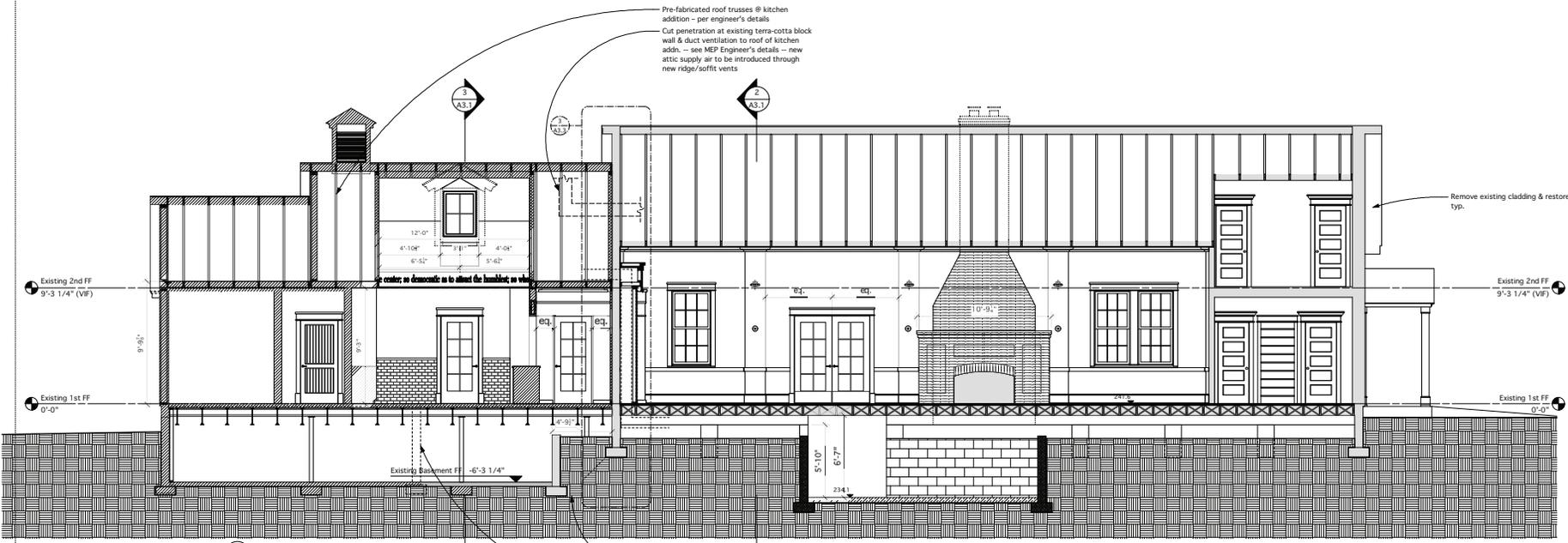
2 LPCH - Cost Estimate East Elevation
Scale: 1/4" = 1'-0"

Note: Grades & elevations are based on existing/historic drawings and approximate. A certified topographical survey needs to be provided prior to permit submittal & construction.

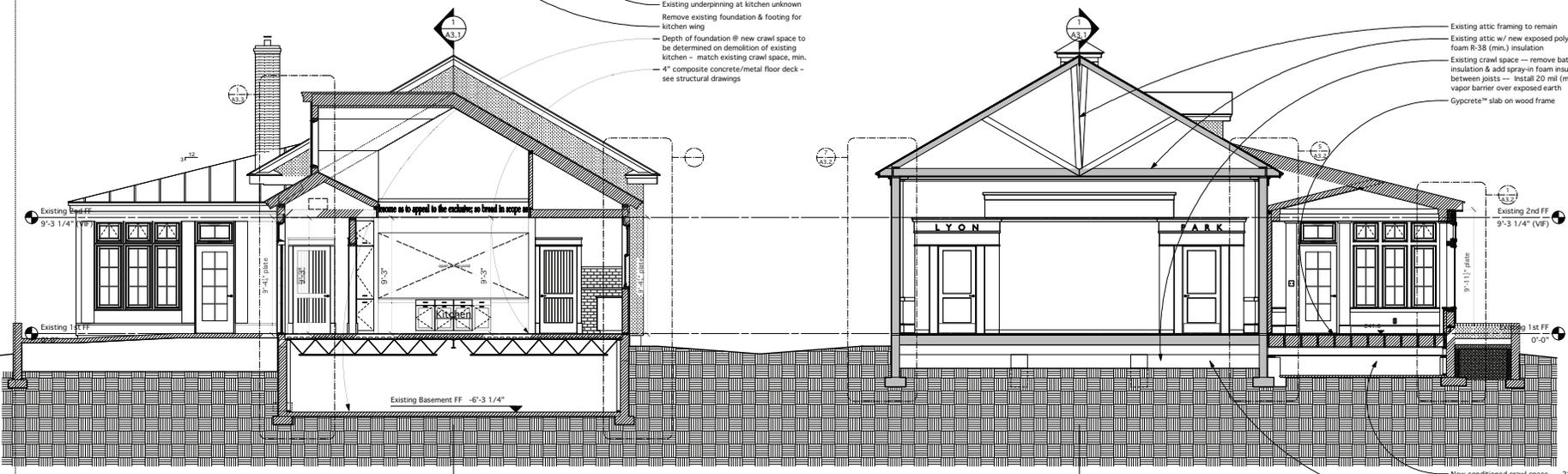
February 15, 2012

east/west elevations

A2.20



1 Building Longitudinal Section - West
Scale: 1/4" = 1'-0"



3 Kitchen Cross Section - North
Scale: 1/4" = 1'-0"

2 Main Hall Cross Section - South
Scale: 1/4" = 1'-0"

Pre-fabricated roof trusses @ kitchen addition - per engineer's details
Cut penetration at existing terra-cotta block wall & duct ventilation to roof of kitchen addn. - see MEP Engineer's details - new attic supply air to be introduced through new ridge/soffits vents

Remove existing cladding & restore soffit, typ.

Existing underpinning at kitchen unknown
Remove existing foundation & footing for kitchen wing
Depth of foundation @ new crawl space to be determined on demolition of existing kitchen - match existing crawl space, min. 4\"/>

Existing attic framing to remain
Existing attic w/ new exposed polystyrene foam R-38 (min.) insulation
Existing crawl space - remove batt insulation & add spray-in foam insulation in between joists - Install 20 mil (min.) poly vapor barrier over exposed earth
Gyproc® slab on wood frame

New conditioned crawl space - 28'± tall
Existing crawl space to remain unconditioned w/ added moisture control equipment & ventilation

Lyon Park Community House
414 N Fillmore St - Arlington VA 22201-1622

Laboratory for Architecture & Building
2300 9th Street South, Suite M1 Arlington, Virginia 22204-2300 - (703) 769-7646
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Rev. Phas. Cost Est. - 10/20/2010
Arch. Cost Est. - 10/20/2010
Structural Estimate - 05/04/2010
Cost Review - 05/04/2010
Code Review - 05/14/2010
Program Meeting - 05/20/2010
RFI - 05/20/2010
RFI - 06/02/2010
RFI - 06/02/2010
Design Dev. - 06/02/2010
RFI - 06/02/2010
Cost Estimate - 06/02/2010
CFR Review - 06/02/2010
Use Permit - 10/02/2011

February 15, 2012

building section

A3.10

A Recessed Meeting of the County Board of Arlington County, Virginia, held in Room 307 of 2100 Clarendon Boulevard thereof on Tuesday, March 13, 2012 at 3:01 p.m.

PRESENT: MARY HYNES, Chair
J. WALTER TEJADA, Vice Chairman
JAY FISETTE, Member
CHRISTOPHER ZIMMERMAN, Member

ALSO PRESENT: BARBARA M. DONNELLAN, County Manager
STEPHEN MacISAAC, County Attorney
HOPE L. HALLECK, Clerk

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COUNTY BOARD RECESSED MEETING

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COUNTY BOARD BUSINESS AND REPORTS

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I. COUNTY BOARD REPORTS

Chair Hynes announced that Long Bridge Park has won the Community Appearance Alliance Award. She introduced Ms. Joan McDermott, Vice President of the Community Appearance Alliance of Northern Virginia who presented the award. Chair Hynes invited members of the community to Long Bridge Park for an old-fashioned July 4th celebration.

The Chair introduced David Leibson, who is chair of Arlington’s Task Force on Implementation of the 10 Year Plan to End Homelessness to present the Board with the group’s annual report. For more information, please visit arlingtonva.us and search “homeless.”

Chair Hynes announced that Arlington has won First Place in the 2012 City Cultural Diversity Awards Program from the National Black Caucus of Local Elected Officials, a part of the National League of Cities. The City Cultural Diversity Awards Program has been developed to showcase examples of how cities achieve excellence in diversity and promotes the positive results of “total community collaboration.”

The Chair provided an update on the Frida Kahlo exhibit at the Artisphere. She stated that over 1600 people attended the exhibition opening and that the Artisphere is the first and only venue in the U.S. to present this exhibition of photographs.

The Chair updated the Board on the PLACE initiative--Participation, Leadership, And Civic Engagement . There is an upcoming PLACE event at Artisphere on March 15 and 17, Open Door Mondays continue to be successful and there is a Monthly E letter from the Chair. To learn more about PLACE, visit arlingtonplace.us.

Chair Hynes announced upcoming events including the March 20 Budget Public Hearing, the March 22 Tax Rate(s) Public Hearing, and the March 24 Northern Virginia Housing Expo at Washington-Lee High School. The Chair also announced the free Arlington Home Show & Expo at the Walter Reed Community Center on April 14. For more information, please visit arlingtonhomeshow.org. Finally, Chair Hynes encouraged residents to attend the County’s environmental seminars, workshops and events called the Green-It series, to be held throughout March, April and May. For details, please visit freshaireva.us, click on “events.”

Member Christopher Zimmerman announced that ART bus service continues to grow, in the second quarter of the fiscal year ridership was up 17% over the prior quarter. He also detailed additional routes and service to be added to ART bus service this spring and additions to the fleet.

A 6-year Capital Bikeshare Development Plan is being created to make informed strategic decisions on the expansion of the program. There are opportunities to give public comment both at BikeArlington.com, comments will be accepted through April 13 and at a public meeting on March 29 at George Mason University.

A motion was made by WALTER TEJADA, Vice Chairman, seconded by JAY FISETTE, Member to adopt the ARLINGTON URBAN AGRICULTURE INITIATIVE: Promoting agriculture in an urban community, with changes as noted. The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye. [Clerk's note: text to be deleted is shown in strikethrough, text to be added is underlined.]

Purpose: To research best practices in sustainable urban agriculture policies, and programs and make recommendations to support, expand and integrate Arlington's existing urban agriculture efforts consistent with our community values and adopted Vision Statement:

"Arlington will be a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community in which each person is important."

Background:

Arlington County has an established commitment to promote the values of personal health, social equity and environmental sustainability. Many food-related programs and activities have been developed over time, including farmer's markets, community gardens, urban agriculture education and awareness, and a strong local food bank. As our community and the world around us face increasing challenges of hunger, obesity and climate change, we need to expand our efforts and develop a more comprehensive, coordinated approach to growing, distributing and accessing healthy food.

Goals: The Task Force work should be framed by the following goals:

- **Promote Community Wellness** - by expanding the availability of low cost, nutritious food and nutrition awareness, thereby reducing hunger and obesity in the community;
- **Promote Environmental Sustainability** - by increasing locally grown food, reducing transportation costs, promoting composting, and exploring other food-related environmental sustainability strategies; and
- **Enhance Education and Learning** - by exposing people to the origins of food and better connecting them to the land.

Tasks:

The Task Force would:

- Develop an inventory of existing programs/activities and identify critical gaps
- Research best practices and investigate issues concerning food security, health and fitness benefits, food and zoning ordinance changes and food transfer infrastructure
- Identify the pros and cons of bringing to Arlington urban agriculture programs not currently available (e.g. rooftop gardens, container/window gardening, food carts with local food, land exchanges, demonstration gardens, ~~farm backyard~~ hens, backyard sharing)
- Propose a Food Action Plan that integrates existing and proposed urban agriculture policies and programs
- Identify possible public and private sector partners

Task Force

Establish an ad hoc Arlington County Urban Agriculture Task Force that would complete a Food Action Plan containing recommendations to the County Board within 12 months. The recommendations should be balanced with other community goals, such as the need for open space.

The Task Force would have 17 members appointed by the County Board from the following stakeholder groups:

- Non-profits
- Arlington Public Schools (APS)
- Healthcare providers
- Restaurateurs/Caterers
- Faith-based community
- Commonwealth and County programs
- County Board Advisory Commission (Parks & Recreation, E2C2, Planning, Commission on Aging)
- Citizens at-large

Primary staff to the Task Force would be from Arlington’s Department of Parks and Recreation, with support from appropriate County departments and programs (CPHD, AED, DES, Libraries and DHS), and the Virginia Cooperative Extension.

Liaisons – individuals or groups who will receive information and be invited to attend meetings but they would not be formal participants in the task force

Member Jay Fisette displayed the updated County bike map, delivered to each home in the Citizen newsletter, which has coupons for discounts and giveaways. He provided an update on the Bikeshare program, which has recorded over 1,500,000 trips and 1,118 members in Arlington at the end of February.

Mr. Fisette announced that beginning in April, every Tuesday night from 7-8:30 there will be a class or forum where riders can learn something about biking in Arlington, at Two-Wheeled Tuesdays. The events will rotate around the County at different sites.

Mr. Fisette introduced Cynthia Adams of the Local Energy Alliance, a non-profit, which helps homeowners improve energy efficiency, as encouraged in the Community Energy Plan. Ms. Adams provided an overview of how her organization helps homeowners utilize the Energy Star program in their homes and her work with the community to help build a successful residential energy efficiency program. Ms. Adams presented a check for \$125,000 in grant money available to Arlington residents to the Board. Mr. Fisette thanked the Northern Virginia Regional Commission for taking the lead on this program.

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II. APPOINTMENTS

A motion was made by MARY HYNES, Chair to:

Ballston Business Improvement District

Appoint Marsha Allgeier as Arlington County Staff Liaison

Board of Equalization of Real Estate Assessments

Appoint Bill Buck, Jr. for a term ending March 31, 2013

Disability Advisory Commission

Reappoint Kenneth Preston Allen for a term ending March 31, 2015

Reappoint Scott P Mooney for a term ending March 31, 2015

Economic Development Commission

Appoint Peter Greenwald for a term ending March 31, 2015

Emergency Preparedness Advisory Commission

Appoint Tim Quist as the Virginia Hospital Center representative for a term ending March 31, 2015

Human Rights Commission

Appoint Helen Connolly for a term ending March 31, 2015

Sports Commission

Designate Craig Robert Esherick as Chairman for a term ending March 31, 2013
Reappoint Alfred Foreman for a term ending March 31, 2015
Reappoint Mauricio E Coreas for a term ending March 31, 2015

Tenant-Landlord Commission

Reappoint William Ross for a term ending March 31, 2015
Appoint Ori Weisz for a term ending March 31, 2015

Transportation Commission

Reappoint William Gearhart for a term ending March 31, 2015
Tim Torma for a term ending March 31, 2015

Urban Forestry Commission

Reappoint Mary Ann Lawler for a term ending March 31, 2015

Urban Agriculture Task Force

Non-Profits

Charlie Meng Arlington Food Assistance Center
Joan Horwitt Reevesland Learning Center
David Garcia Arlingtonians for Clean Environment
Mike Nardollili Northern Virginia Conservation Trust/Northern Virginia Regional Park Authority

Arlington Public Schools

Amy Macloskey Head of Food Services, Arlington Public Schools

Health Care Providers

John Moore

Restaurateurs/Caterers

Joel Thevoz Main Event Caterers

Faith-Based Community

Gay Mount Arlington Interfaith Council

State/County Programs

Mary Van Dyke State Extension Leadership Council

County Advisory Commissions

Rosemary Ciotti Planning Commission
Sarah Meservey Environment and Energy Conservation Commission
Saundra Greene Park & Recreation Commission
TBD Commission on Aging

Citizens-at-Large

Audrey Morris
John Vihstadt
Darryl Hobbs
Catie Drew

The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

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III. REGIONAL REPORTS

The Chairman announced that Metro has completed budget hearings and continues to work on the budget. She provided updates regarding Metro including the new email and text messaging alert system, "MetroAlerts," to provide bus and rail customers with improved up-to-the-minute information about planned service changes, delays and construction activity. To sign up for MetroAlerts, visit wmata.com/MetroAlerts.

Mr. Fisette provided an update on legislative activities in Richmond to date. He stated there is still no budget adopted.

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IV. COUNTY MANAGER REPORT

The Manager discussed the various ways that employees are using Apps to increase their productivity and improve field analysis coordination and communication and staff collaboration. The Manager introduced Marlee Franzen, an Engineer in the Water, Sewer Streets Division who demonstrated how the Apps work throughout the County.

CLOSED MEETING; CERTIFICATION OF CLOSED MEETING DISCUSSIONS

A motion was made by MARY HYNES, Chairman, seconded by J. WALTER TEJADA, Vice Chairman, to convene a closed meeting as authorized by Virginia Code sections 2.2-3711.A.3 and 7 for the purposes of discussing:

Two matters involving the acquisition of real property for public purposes, and one matter involving the disposition of publicly held real property, where in each instance discussion in public could adversely affect the County's negotiating position; and

consultation with the County Attorney and staff concerning the following:

the claims of Donald Brown and Kevin Maske;

the claim of Government Employees Insurance Company;

the claim of the Estate of Matthew Pickens; and

the County's authority to regulate the content of advertisement on Metro property.

The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

The Board met in a closed meeting from 4:46 p.m. to 6:34 p.m. The vote was held open for Mr. Fisette, who arrived at 6:37 p.m.

A motion was made by MARY HYNES, Chairman, seconded by WALTER TEJADA, Vice Chairman to certify that to the best of each member's knowledge that only public business matters lawfully exempted from open meeting requirements under Chapter 37, Title 2.2 of the Code of Virginia and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered by the Board. The motion was adopted by a vote of 4 to 0 by roll call as follows:

Member & Vote

Ms. Hynes - Aye

Mr. Tejada - Aye

Mr. Fisette – Aye

Mr. Zimmerman – Aye.

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THE FOLLOWING ITEMS TO BE HEARD BEGINNING AT 6:30 P.M.

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CONSENT ITEMS

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SITE PLANS/AMENDMENTS/REVIEW

1. [SP# 19 Site Plan Amendment to revise allowable retail uses and authorize the subdivision of retail space; located at 1881 N. Nash St. \(RPC# 16-002-001\).](#)

Following a duly advertised public hearing at which there were no speakers, a motion was made by JAY FISETTE, Member, seconded by J. WALTER TEJADA, Vice Chairman to adopt the attached ordinance to approve a site plan amendment to expand the types of permitted retail uses and to permit retail space division for Site Plan #19, subject to all previously approved conditions and revised Condition #64. The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

WHEREAS, an application for a Site Plan Amendment dated November 14, 2011 for Site Plan # 19, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report[s] provided to the County Board for its March 10, 2012 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012 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:
 - A modification of Condition #64 of Site Plan #19 to allow flexibility of retail uses and retail space.
- 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 November 14, 2011 for Site Plan # 19, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition #64 below (which drawings, etc. are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment for an expanded retail condition, for the real property known as RPC # 16-022-001 and 1881 N. Nash Street, approval is granted and the parcel so described shall be used according to the June 9, 2001 approval, as amended by the Revised Site Plan Application, subject to all previously approved conditions (#1 through 70) with condition #64 revised as follows:

64. **Retail Elements**

The developer agrees to develop a revised retail attraction and marketing plan for the 4,400 square foot retail space consistent with the terms of this condition within sixty (60) days following approval of a minor site plan amendment for the retail space on March 10, 2012. The developer agrees that a minimum of 1,100 square feet of the retail space will be marketed to and occupied by Entertainment and Main Street Retail use(s) set forth in the *Rosslyn-Ballston Retail Action Plan*, and that the balance of the retail space will be marketed to and occupied by other Entertainment and Main Street retail and /or Consumer Business Services uses; provided, however, that the following uses shall not be permitted in the retail space: banks or other financial institutions; bird store, pet shop or taxidermist; meat or fish market; and animal hospital or veterinary clinic. The retail space will be preferentially marketed using best commercial efforts to retailers who are willing to operate during evening and weekend hours. this space will be occupied by a restaurant or similar use. The plan shall identify the types of retail desired for the space. The developer agrees that the space will not be subdivided and that only one tenant will occupy the 4,400 square foot space. The developer agrees to make reasonable efforts to keep the retail space open in the evenings and on weekends. Any change in use of the space designated as retail shall require a site plan amendment. The plan shall be subject to approval by the County Manager or his designee prior to the issuance of the final building permit.

[Board Report #1](#)

[Board Report #1-Supplemental Report](#)

9. [SP #403 Site Plan Amendment to modify roof top plan to allow construction of a roof top pool with associated amenities and improvements, and to extend the site plan term; located at 2009 14th St. N. \(RPC# 17-014-001\).](#) .

Following a duly advertised public hearing at which there were speakers, a motion was made by CHRISTOPHER ZIMMERMAN, Member, seconded by JAY FISETTE, Member to adopt the ordinance to approve a site plan amendment to SP #403 to add a rooftop deck and pool, resulting in an increase of height from 180 feet to 186 feet and an increase in FAR from 5.11 to 5.12, and to extend the site plan term for an additional three (3) years, subject to all previous conditions including revised Conditions #1, 2, 3, 6, 11, 15, 17, 18, 19, 25, 27, 30, 41, 57 and 80, and with new Conditions #88 and #89. The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye. [Clerk’s note: as set forth in the document entitled “Addendum-3-13-12-A- SP#403” attached for the public record to these minutes.]

[Board Report #9](#)

[Board Report #9-Supplemental Report](#)

Addendum-3-13-12-A- SP#403

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VACATIONS, EASEMENTS, RIGHTS OF WAY, ENCROACHMENTS & LEASES

- 19. [Approval of two revised Standard Form Artisphere Facilities Use Application and Agreements for Short Term Use of Space at the Artisphere, 1101 Wilson Boulevard, Arlington, Virginia \(RPC #16-039-002\), and Spectrum Theater, 1611 North Kent Street, Arlington, Virginia \(RPC #16-039-035\).](#)

Following a duly advertised public hearing at which there were speakers, a motion was made by CHRISTOPHER ZIMMERMAN, Member, seconded by MARY HYNES, Chair to:

- 1. Approve the attached revised two standard form Artisphere Facilities Use Application and Agreements (Attachments 1 and 2) for short term use of space at the Artisphere and Spectrum Theater; and [Clerk’s note: as set forth in the document entitled “Addendum-3-13-12-B- Artisphere” attached for the public record to these minutes.]
- 2. Authorize the Artisphere Executive Director, or his designee, to sign Artisphere Facilities Use Application and Agreements on behalf of the County Board, in the forms of the attached, provided that such Agreements are: fully completed by both parties; and comply with the policies, procedures, and fee schedules authorized by the County Board.

The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

[Board Report #19](#)

Addendum-3-13-12-B- Artisphere

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CAPITAL PROJECTS

- 23. [Water Pollution Control Plant Fence Design Enhancement Project \("Project"\)](#)

Following a duly advertised public hearing at which there were speakers, a motion was made by J. WALTER TEJADA, Vice Chairman, seconded by CHRISTOPHER ZIMMERMAN, Member to:

- 1. Approve the Award of a Contract to Tejo Remy in the amount of \$320,000 and authorize an allocation of \$30,000 as a contingency for change orders for the total authorization amount not to exceed \$350,000; and
- 2. Authorize the Purchasing Agent to execute the contract documents, after the review and approval of such documents by the County Attorney.

The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

[Board Report #23](#)

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THE FOLLOWING ITEMS TO BE HEARD NO EARLIER THAN 6:45 P.M.

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REGULAR HEARING ITEMS

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34. SP#350 SITE PLAN AMENDMENT REVIEW FOR RESTAURANT PROVIDING LIVE ENTERTAINMENT; LOCATED AT 1900 CLARENDON BLVD. (RPC# 17-012-023).

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by CHRISTOPHER ZIMMERMAN, Member to adopt the ordinance to renew the site plan amendment for live entertainment at Sushi Rock (1900 Clarendon Blvd.), subject to all previously approved conditions and the modified Condition #73 and new Condition #83 of the staff report, subject to an administrative review in three (3) months (June, 2012), and a County Board review in one (1) year (March, 2013). The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

WHEREAS, an application for a Site Plan Amendment dated July 2010 for Site Plan # 350, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report provided to the County Board for its March 10, 2012 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 Renewal 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 Renewal on March 10, 2012 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:
 - permits a restaurant providing live entertainment; 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 July 2010 for Site Plan #350, and as such application has been modified, revised, or amended as set forth in the Zoning Administration records, and to include the drawings, documents, conditions and other elements designated in Conditions #73 and #83 below, for a Site Plan Amendment for a restaurant providing live entertainment, on the parcel of real property known as 1900 Clarendon Boulevard (RPC# 17-012-023) approval is granted and the parcel so described shall be used according to the revised site plan application, subject to all previously approved conditions (numbers 1 through 82) with Condition #73 as amended below and new condition 83 as follows:

Conditions #73 and 83:

- 73. Applicant agrees to work with the Odyssey Condominium Association and residents adjacent to and across the street from the restaurant, to develop a sound management plan which assures that sound from live entertainment at the restaurant does not create a noise disturbance, as determined in accordance with measurement standards agreed upon by Applicant and the residents. More specifically:

- a. Applicant agrees to work with the Odyssey Condominium Association and residents adjacent to and across the street from the restaurant, to determine which frequency/decibel levels can be heard within their homes and/or cause a noise disturbance in the neighborhood. A copy of the plan will be provided to the Zoning Administrator to ensure the agreed upon measurement standards are capable of enforcement.
- b. Applicant agrees to comply with the sound management plan and will use these pre-determined levels to monitor and adjust the live entertainment sounds.
- c. Applicant agrees to respond immediately to complaints from the Odyssey Condominium Association and residents adjacent to and across the street from the restaurant, about live music emanating from the restaurant and take measures to adjust the live entertainment sound volumes to acceptable levels.
- d. Applicant agrees to book live entertainment according to such entertainment's ability to comply with these live entertainment sound requirements.
- e. Neither the sound management plan nor this live entertainment site plan amendment approval shall be interpreted in any way to exempt Applicant from compliance with applicable Arlington County Code ordinances and enforcement.
- f. The applicant agrees to submit to, and obtain approval from, the County Manager, prior to April 10, 2012, of a plan for installation of sound dampening material inside the restaurant. The County Manager will approve such plan if she finds that the proposed installation will measurably reduce the level of noise emanating from the restaurant during live entertainment. The applicant agrees to implement the plan beginning prior to May 10, 2012 and thereafter to continue implementing such plan throughout the life of the site plan amendment. A copy of the plan shall be provided to the Odyssey Condominium Board, the Radnor/Fort Myer Heights Civic Association, and the Wharton Triangle Homeowners Association. Such plan will include the following sound dampening techniques:
 - a. Installation of sound dampening material along the staircase to the mezzanine level of the space
 - b. Installation of new ceiling material containing sound dampening properties
 - d. Installation of sound dampening material along the mezzanine-level wall shared with Odyssey Condominium Units.
 - e. The applicant agrees to coordinate with County staff to schedule a noise reading prior to, and after, said installation of sound dampening material.

83. The applicant agrees that the Live Entertainment use permitted at 1900 Clarendon Boulevard is a temporary use that has been approved for a limited one (1) year period, and not longer. During the one (1) 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 one (1) year, on March 10, 2013 without further action by the County Board. The applicant agrees that it will cease use of the space for the purposes of live entertainment, and shall use the space solely for restaurant use, convert the space to another approved use, or fully vacate the space, on or before March 10, 2013. The applicant acknowledges and agrees that after March 10, 2013, it shall have no right to use the space for live entertainment purposes unless specific approval for that use is obtained from the County Board.

[Board Report #34](#)

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30. [REVISION OF AFFORDABLE HOUSING PROGRAM FOR BUCKINGHAM VILLAGE 3.](#)

The vote to close the public hearing and carry-over action on the following to the March 13 recessed meeting having been made at the County Board regular meeting on March 10, 2012 to:

1. Approve the revised affordable housing program of 92 apartments (Parcel A – completed) and 48 affordable apartments (Parcel B).

2. Authorize the County Manager to execute all documents related to facilitating and supporting a Low Income Housing Tax Credit application for the 48-unit rental component for Buckingham Village 3, Parcel B, subject to approval by the County Attorney.
3. Direct staff to develop a recommendation for funding for the Moderate Income Purchase Assistance Program (MIPAP) to be used for first-time home buyer assistance for qualifying residents of the Buckingham neighborhood.

A motion was made by JAY FISETTE, Member, seconded by MARY HYNES, Chair to amend the main motion to incorporate language from pages 15 and 16 of the staff PowerPoint presentation entitled "Buckingham Village 3: Follow Up Housing Program Questions," as items 3. a., b., and c., in place of County Manager's recommendation #3 as follows. The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

~~3. ——— Direct staff to develop a recommendation for funding for the Moderate Income Purchase Assistance Program (MIPAP) to be used for first-time home buyer assistance for qualifying residents of the Buckingham Neighborhood.~~

3. Direct the County Manager:

- a. To prepare a recommendation for consideration on the April 2012 County Board agenda, for an allocation of up to \$500,000 from the FY 2012 Economic Stabilization Fund to the Moderate Income Purchase Assistance Program (MIPAP) with a priority for providing first time home buyer loan assistance for the known versus vested tenants from Buckingham Villages 3.
- b. To prepare further recommendations as part of the FY 2013 County Budget process for reprogramming any remaining funds from the AHC Multifamily Revolving Loan fund not needed by AHC for the acquisition of the Shell Station site and Harvey Hall site as approved by the County Board on March 10, 2012, as additional funding for the County's MIPAP program for FY 2013.
- c. To develop a proposal for a working group including representation from appropriate non-profit organizations, the Housing Commission's Homeownership Subcommittee and County Staff to provide recommendations to the County Board on alternatives to further enhance the effectiveness and production of the Moderate Income Home Ownership Program in concert with the County Board's Goals and Targets for Homeownership.

A motion was made by CHRISTOPHER ZIMMERMAN, Member and seconded by J. WALTER TEJADA, Vice Chairman to divide items 3. b. and c. from the main motion to adopt the three recommendations of the County Manager. The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

A motion was made by MARY HYNES, Chair, seconded by J. WALTER TEJADA, Vice Chairman to amend the main motion by adopting a statement affirm Board's commitment to affordable home ownership as one of the 11 goals in the housing goals and targets as follows. This motion was withdrawn.

A motion was made by JAY FISETTE, Member, seconded by MARY HYNES, Chair to separate item 3 in the main motion from the statement affirming the Board's commitment to affordable home ownership. This motion failed on a tie vote of 2 to 2, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - No, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – No.

A motion was made by JAY FISETTE, Member to make the following changes to item #7. The motion failed for lack of second.

7. The County Board recognizes that affordable home ownership will not be possible in every instance of development and redevelopment in the County. However, all development and redevelopment projects ~~including those~~ on County Controlled property or that seek AHIF funding ~~with an~~

~~affordable housing component, including site plan projects where applicants are willing to consider affordable housing plans beyond those required under the County's affordable housing ordinance, those on County-controlled property, and those that seek AHIF funding, should be analyzed for potential opportunities for the County to participate, in partnership with development and redevelopment partners, in furthering Arlington's homeownership goals. The County Manager must develop standards, to conduct such evaluations, in consultation with the Housing Commission, and provide the results of these evaluations to the Housing Commission and the County Board.~~

The main motion, as amended, was adopted by a vote of 3 to 1, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - No, CHRISTOPHER ZIMMERMAN, Member – Aye.

By unanimous consent, the Board agreed to make the following grammatical changes to the final statement affirming the Board's commitment to affordable home ownership [Clerk's note: text to be deleted is shown in strikethrough.]

COUNTY BOARD AFFORDABLE HOMEOWNERSHIP DIRECTION

The County Board directs the County Manager:

- A. To prepare further recommendations as part of the FY 2013 County Budget process for reprogramming any remaining funds from the AHC Multifamily Revolving Loan fund not needed by AHC for the acquisition of the Shell Station site and Harvey Hall site as approved by the County Board on March 10, 2012, as additional funding for the County's MIPAP program for FY 2013.
- B. To develop a proposal for a working group including representation from appropriate non-profit organizations, the Housing Commission's Homeownership Subcommittee and County Staff to provide recommendations to the County Board on alternatives to further enhance the effectiveness and production of the Moderate Income Home Ownership Program in concert with the County Board's Goals and Targets for Homeownership.
- C. The County Board finds that:
 1. It is the vision of Arlington County to ensure an economically and culturally diverse and inclusive community. Ongoing access to affordable housing at all income levels, in the form of both rental and home ownership, is fundamental to maintaining healthy neighborhoods and families, and stabilizing our local work force and overall economic prosperity.
 2. The County Board has adopted goals and targets for affordable housing across Arlington through the General Land Use Plan element of the Comprehensive Plan, and pursues the preservation and creation of affordable housing through zoning ordinance provisions, planning documents, site plan approvals, County funded affordable housing programs, and other policies and programs.
 3. Home ownership, including opportunities for low- and moderate-income households, is defined as an Arlington priority in Goal #9 of the Affordable Housing Goals and Targets. Home ownership is good for Arlington County because it contributes to preservation of the jobs to housing ratio critical to the County's economic sustainability, it provides greater stability of neighborhoods, enables residents to have greater control over their housing, provides greater protections against displacement, encourages people to put down roots in their communities and increase their civic engagement, and allows for wealth creation through financing leverage and long-term property appreciation.
 4. The County Board recognizes that increasing the number of Arlington residents of low- and moderate-incomes as home owners is achievable through proactive, sustained public-

private efforts designed to create and maintain successful programs, coupled with regular public monitoring, measurement and evaluation of the effectiveness of those programs.

5. Arlington County has a portfolio of financing tools and programs intended to increase affordable home ownership, including Live Where You Work, the Moderate Income Purchase Assistance Program (MIPAP), technical assistance and housing counseling for first-time home buyers, and partnerships with Federal and State authorities that offer affordable mortgage financing products.
6. The County Board has also approved numerous planning tools to better achieve a variety of affordable housing such as zoning provisions for increased development rights, the Affordable Housing Ordinance, Accessory Dwelling Units, Transfer of Development Rights and the policy of Public Land for Public Good, among others, and through the Columbia Pike Land Use and Housing Study has identified a number of potential tools for further study that may be appropriate in this corridor or throughout the Arlington. The County Board has also explored a number of strategies to achieve affordable home ownership through community land trusts, cooperatives, mortgage loan programs and other shared-equity models.

Therefore, the County Board directs the County Manager to undertake the following activities:

7. The County Board recognizes that affordable home ownership will not be possible in every instance of development and redevelopment in the County. However, all development and redevelopment projects with an affordable housing component, including site plan projects where applicants are willing to consider affordable housing plans beyond those required under the County's affordable housing ordinance, those on County controlled property, and those that seek AHIF funding, should be analyzed for potential opportunities for the County to participate, in partnership with development and redevelopment partners, in furthering Arlington's homeownership goals. The County Manager must develop standards, to conduct such evaluations, in consultation with the Housing Commission, and provide the results of these evaluations to the Housing Commission and the County Board.
8. In the initial phase of the Housing study proposed in the County Manager's budget, the County Board directs the Manager to catalogue and evaluate the effectiveness of current homeownership programs available to low to moderate income households of various sizes. In particular, the Board wants to understand
 - progress that has been achieved under current programs,
 - program adjustments the Board could consider to
 - take advantage of market opportunities and/or
 - address challenges and barriers in meeting affordable home ownership goals - whether in condos, coops, or single family homes, AND
 - fiscal implications and comparisons of home ownership opportunities to rental opportunities.

Study results and recommendations should be brought to the Board in December 2012. The Housing Commission shall focus particular attention on homeownership, review the results of the staff study, and provide recommendations to the County Board, as appropriate. In addition, they shall actively engage in the multi-year housing study proposed in the Manager's FY13 budget, if funded by the County Board.

Thereafter, the Housing Goals and Targets annual report should detail current activities, achievements and cost-effectiveness by program as well as identify any new activities to increase affordable home ownership that are under study.

9. The County Board further directs the Manager to incorporate into the annual report on Housing Goals and Targets information on affordable home ownership "best practices" around the country and as well as make annual recommendations for state and federal

legislative and/or regulatory changes that would make it easier to provide affordable home ownership in the County.

[Board Report #30](#)

[Board Report #30-Supplemental Report](#)

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ADDITIONAL ITEMS

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35. AWARD OF CONTRACT WITH ARTHUR CONSTRUCTION INC. TO PROVIDE PAVING SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE COUNTY.

Following a duly advertised public hearing at which there were speakers, a motion was made by JAY FISETTE, Member, seconded by CHRISTOPHER ZIMMERMAN, Member to:

1. Approve the award of Contract No. 642-12 between the County Board of Arlington County, Virginia and Arthur Construction Inc. to provide asphalt-in-place for various locations throughout the County in an amount not to exceed \$3,997,085 plus a contingency of \$799,417 for a total contract authorization of \$4,796,502.
2. Authorize the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

[Board Report #35](#)

32. CLAIM OF DONALD BROWN AND KERVIN MASKE

The item having been carried over from the March 10, 2012 regular meeting, a motion was made by MARY HYNES, Chair, seconded by WALTER TEJADA, Vice Chairman to deny the December 9, 2011 claim of Donald Brown and Kervin Maske. The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

MATTHEW PICKENS RELATED CLAIMS

A motion was made by MARY HYNES, Chair, seconded by WALTER TEJADA, Vice Chairman to authorize such actions as necessary to secure court approval for the settlement of the claims asserted by Shealin Pickens, Administratrix of the Estate of Matthew Pickens against Ryder Truck Rental, Clark Moving and Storage of Albany, Inc. and Mason; authorize the settlement of the related County workers compensation lien no. W881019952 and the County's property damage claim no. L881041543; and, further authorize the execution of the proffered release by the County Manager or her designee. The motion was adopted by a vote of 4 to

0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

33. CLAIM OF GOVERNMENT EMPLOYEES INSURANCE COMPANY

The item having been carried over from the March 10, 2012 regular meeting, a motion was made by MARY HYNES, Chair, seconded by WALTER TEJADA, Vice Chairman to deny the January 31, 2012 claim of the Government Employees Insurance Company. The motion was adopted by a vote of 4 to 0, the voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, CHRISTOPHER ZIMMERMAN, Member – Aye.

ADJOURNMENT

Without objection, at 9:28 p.m., the Board adjourned the meeting.

MARY HUGHES HYNES, Chairman

ATTEST:

HOPE L. HALLECK, Clerk

SITE PLAN AMENDMENT ORDINANCE

WHEREAS, an application for a Site Plan Amendment dated December 2011 for Site Plan # 403, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in Staff Report provided to the County Board for its March 10, 2012 meeting, and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to numerous conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on March 10, 2012 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:
 - Increase the approved FAR from 5.11 to 5.12
 - Increase the maximum height of a building in the C-O district from 180 feet to 186 feet; 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 April 25, 2009 for Site Plan # 403, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition #1 below (which drawings, etc... are hereafter collectively referred to as “Revised Site Plan Application”), for a Site Plan Amendment for rooftop pool and associated locker rooms and amenities and extension of the site plan term, for the parcel of real property known as RPC# 17-014-001, 2009 14th Street N. approval is granted and the parcel so described shall be used according to the Site plan as originally approved on April 25, 2009 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 all previously approved conditions (numbers 1 through 87) with Conditions #1-3, 6, 11, 15, 17-19, 25, 27, 30, 41, 57, and 80 amended as follows; and new Conditions #88 and 89:

REVISED 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’s designee. Whenever, under these conditions, anything is required to be done or approved

by the County Manager, the language is understood to include the County Manager or his or her designee.

1. **Site Plan Term**

The developer (as used in these conditions, the term “developer” shall mean the owner, the applicant and all successors and assigns) agrees to comply with the standard conditions set forth below and as referenced in Administrative Regulation 4.1 and the revised plans dated April 17, 2009 and reviewed and approved by the County Board and made a part of the public record on April 25, 2009, 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. The developer further agrees to comply with the additional renderings dated October 24, 2011 and March 3, 2012 showing the revised elevations and the revised rooftop layout with the swimming pool as made part of the public record on March 10, 2012

~~This site plan approval expires three (3) years after the date of County Board approval on April 25, 2015 if a footing to grade building permit has not been issued for the first building to be constructed pursuant to the approved plan.~~ Extension of this approval shall be at the sole discretion of the County Board. The owner 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.

2. **Pre-Construction Meeting**

The developer agrees to ~~coordinate request and conduct~~ attend a pre-construction meeting coordinated by County staff in a County office building prior to the issuance of any permits for the site plan. The meeting participants shall include the developer and its construction team, and relevant County staff. Relevant County staff will include the following personnel and division representatives: DCPHD Site Planner, Arlington County Police, Code Enforcement, Department of Environmental Services (DES) Transportation Planner, Department of Parks, Recreation and Community Resources (DPRCR) site plan liaison, Landscape Plan team, Arlington Economic Development (AED), green building staff contact, WalkArlington staff, Housing Division, and other departments as determined by the County Manager. ~~The developer agrees to notify the above meeting participants of the meeting time and location at least two weeks in advance.~~ The purpose of the pre-construction meeting is to discuss the requirements of the site plan conditions.

3. **Tree Protection and Replacement**

f. Per Condition #3.e above, the developer agrees to make a contribution to the County’s Tree Canopy Fund of at least \$2,400.00 per tree, or a greater amount specified by the County Board, for every tree that cannot be planted on site. The contribution shall be required when tree planting requirements cannot be met on

the property. The payment shall be delivered to the Department of Parks and Recreation Office prior to the issuance of the Excavation/Sheeting and Shoring Permit, and evidence of compliance with this condition shall be provided to the Zoning Administrator in the form of a letter at the time of payment. ~~If the contribution is made more than 12 months after site plan approval, the contribution amount 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 first day of the month on which the contribution is made.~~

6. **Plan for Temporary Circulation During Construction**

The developer agrees to develop and implement (after approval) a plan for temporary pedestrian and vehicular circulation during construction. The applicant will maintain temporary covered pedestrian access during construction along 14th Street and Taft Street. This plan shall identify temporary sidewalks, interim lighting, fencing around the site, construction vehicle routes, and any other feature necessary to ensure safe pedestrian and vehicular travel around the site during construction. Exceptions may be made only during an emergency as defined below, during actual demolition, and for such limited periods as are unavoidable for utility upgrades. The developer agrees to submit this plan to, and obtain approval of the plan from, the County Manager as meeting these standards, before the issuance of the Clearing, Grading and Demolition Permit. The developer agrees to provide a copy of the approved plan to the appropriate civic associations. The County Manager may approve subsequent amendments to the plan, if consistent with this approval.

The developer agrees, during the hours of construction, to provide “flagmen” to assist in the direction of traffic along or around a street any time that any driving lane of such a street is partially or fully blocked due to temporary construction activities. In addition, the developer agrees to notify the appropriate civic associations and all abutting property owners in writing (or, by mutual agreement, by 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, insecure 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, or utilities work, or similar situations.

~~Where county street lighting has been removed or disconnected due to construction and not yet replaced or reconnected, the developer agrees to maintain lighting around the perimeter of the site between the start of construction and completion of the project. The lighting shall be designed to illuminate the temporary pedestrian walkways and roads around the perimeter of the site. The developer may do this by means of overhead lights (e.g. “cobra head” lights) that meet the lighting standards for Arlington County streets, or by stringing lamps of the kind used in “used car” lots or similar along sidewalks and streets along the perimeter of the site. If lighting is accomplished by the latter, such lighting shall be with 75 watt bulbs (or approximate equivalent) placed no more than 25~~

feet apart and 6 to 10 feet high. During construction the Developer agrees to provide adequate temporary lighting for roadway users, including pedestrian walkways. The temporary lighting plan shall be submitted, approved and implemented prior to the issuance of the demolition, clearing and grading permit. 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. For purposes of this condition, “completion of the project” shall mean the time when the Demolition, Clearing and Grading permit until County standard lighting fixtures are in place and operational around the perimeter of the site. Street lighting shall be in accordance with the latest IES Roadway Lighting Design Guidelines, AASHTO Roadway Lighting Design Guide, VDOT Traffic Engineering design manuals, and Arlington County’s Streetlight System Design Guidelines memorandum, and shall conform to minimum illuminance levels approved by the County.

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 insure 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. 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. However, if the road surface is disturbed during the winter months, the developer may temporarily restore the road surface using cold patching and then hot patch the disturbed surface at the earliest opportunity when weather conditions permit. If cold patching is used, it shall be properly maintained and resurfaced as necessary to maintain a clean, smooth road condition. 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.

11. **Community Liaison and Activities During Construction**

The developer agrees to comply with the following before issuance of the Clearing, Grading and Demolition Permit and to remain in compliance with this condition until the Master Certificate of Occupancy is issued.

- a. The developer agrees to identify a person who will serve as liaison to the community throughout the duration of construction. This individual shall be on the construction site or available for direct and immediate contact throughout the hours of construction, including weekends. The name and telephone number of this individual shall be provided in writing to residents, property managers and

business owners whose property abuts the site, the Radnor-Fort Meyer Heights Civic Association, and to the Zoning Administrator, and shall be posted at the entrance of the project.

- b. Before commencing any clearing or grading of the site, the developer shall hold a community meeting with those whose property abuts the project including without limitation the Arlington County Sheriff's Office, the SRA Office Building and Meridian Apartments to review the construction hauling route, location of construction worker parking, plan for temporary pedestrian and vehicular circulation, and hours and overall schedule for construction. The Zoning Administrator and the Arlington County Police representative must be notified 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 before a Clearing, Grading and Demolition Permit is issued. The developer agrees to submit to the Zoning Administrator two (2) sets of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation (one set of which will be forwarded to the Police). Copies of plans or maps showing the construction hauling route, construction worker parking and temporary pedestrian and vehicular circulation shall be posted in the construction trailer and given to each subcontractor and construction vehicle operator before they commence work on the project. The location of all construction trailers shall be approved either by Administrative Change approval or to be shown on ~~the two (2) sets of the aforementioned plans~~ the Tree Protection Plan, with the construction staging's location and travel routes shown on a map approved as part of that plan. All trailers ~~on public property~~ shall require approval by DES staff, and the site plan's Arlington County Police representative shall receive a copy of the aforementioned map.
- c. Throughout construction of the project, the developer agrees to advise abutting property owners in writing of the general timing of utility work in abutting streets or on-site that may affect their services or access to their property.
- d. At the end of each work day during construction of the project, the developer agrees to ensure that any streets used for hauling construction materials and entrance to the construction site are free of mud, dirt, trash, allaying dust, and debris and that all streets and sidewalks adjacent to the construction site are free of trash and debris.
- e. The developer agrees that construction activity, except for construction worker arrival to the construction site and indoor construction activity, will commence no earlier than 7:00 a.m. and end by 6:30 p.m. on weekdays and will commence no earlier than 10:00 a.m. and end by 6:30 p.m. on Saturdays, Sundays, and holidays. "Holidays" are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, and Christmas. 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, and any such activity that occurs after 6:30 p.m. shall not annoy or disturb reasonable persons of normal sensitivities. The developer agrees to place a minimum of one sign per street front around the construction site, indicating the permissible hours of construction, to place one additional sign within the construction trailer containing the same information, to provide a written copy of the permissible hours of construction to all subcontractors, and to require its subcontractors to observe such hours.

- f. Storage of construction materials, equipment and vehicles shall occur on the site or an approved off-site location, or as approved by the County Manager.

15. **Coordination of these plans: final site development, landscape and site engineering**

The developer agrees to attach the County Board meeting minutes outlining the approved conditions and the conditions themselves to each set of Building Permit drawings that they submit to the County. The developer agrees to submit to the Zoning Administrator a detailed final landscape plan prior to issuance of the Excavation/Sheeting and Shoring Permit. The final landscape plan shall be submitted at a scale of 1 inch = 25 feet, in conjunction with the final civil engineering plan as required in Condition #18 below, as well as a vicinity map with major streets labeled. The final landscape plan shall be developed by, and display the professional seal of, a landscape architect certified to practice in the Commonwealth of Virginia. The developer further agrees that the final landscape plan and the final civil engineering plan shall verify, ~~by means of survey,~~ that there are no conflicts between the street trees and utilities. The developer shall obtain approval by the County Manager for both plans as meeting all requirements of the County Board's site plan approval and all applicable county laws and plans before the issuance of the ~~Excavation/Sheeting and Shoring~~ Footing to Grade Permit. The plan shall be consistent with the conceptual landscape plan approved as a part of the site plan, and, at a minimum, shall conform to: the landscaping requirements in Conditions #16 and 21 below; the Arlington County Streetscape Standards if applicable; the Sector Plans if applicable; the County's landscaping, planting, and sidewalk and driveway construction specifications; and/or other applicable urban design standards approved by the County Board. In order to facilitate comparison with the final civil engineering plan, the landscape plan shall be at a scale of 1 inch = 25 feet; the County may require more detailed plans appropriate to landscape installation at a larger scale to also be submitted. The County may permit minor changes in building, street and driveway locations and other details of design as necessitated by more detailed planning and engineering studies if such changes are consistent with the provisions of the Zoning Ordinance governing administrative approval and with the intent of the site plan approval. The landscape plan shall include a Street Tree Plan which shall be reviewed by DPRCR and DCPHD, and shall be accompanied by the civil engineering plan. All hardscape features shown on the approved landscape plan shall be completed prior to the issuance of the Shell and Core Certificate of Occupancy for each respective (as determined by the Zoning Administrator) phase of the project. All plant materials shown on the final landscape plan shall be installed before the issuance of the first Partial Certificate of Occupancy for

occupancy any space above grade, excluding the garage, for the respective phase of the construction, unless otherwise approved by the project. The Zoning Administrator may, through the administrative change process, allow modifications to the timing of this condition if the Zoning Administrator finds that the planting season, availability of plant materials, weather, or other construction-related issues, do not permit installation of plant materials or construction of hardscape features by the required timing, and that the developer has been diligently pursuing the planting of the required materials.

Upon approval of the final landscape plan and prior to the issuance of the first Certificate of Occupancy for the respective phase of ~~construction for any space above grade excluding the garage~~ the project, the developer agrees to submit to the Department of Community Planning, Housing, and Development (DCPHD) a copy of the contract for construction and installation of all landscape materials. In the event that the developer completes the construction and installation without a third party contractor, the developer agrees to submit to DCPHD documentation from the General Contractor that the improvements were installed pursuant to the approved final landscape plan. The final landscape plan shall include the following details:

- a. The location and dimensions of traffic signal poles and control cabinets, utility meters, utility vaults and boxes, transformers, mechanical equipment, fire hydrants, standpipes, storm water detention facilities, bus stops, the location of all existing and proposed utility lines and of all easements. The location of traffic control cabinets shall be shown on the final civil engineering plan and placed so they do not obstruct pedestrian travel or be visually obtrusive. Traffic control cabinets (existing or proposed) shall not be located in the pedestrian clear zone of the public sidewalk, including but not limited to access areas to ADA ramps, crosswalks, building entrances, and interior walkways. Transformers shall not be placed above grade in the setback area between the building and the street.

The developer agrees to relocate existing traffic signal poles, traffic signal cabinets, and any other existing traffic related items and equipment located on, or in the public right-of-way contiguous to, the development site as described below. The improvements shall conform to the DES Construction Standards and Specifications, and shall be shown on the final engineering plan. Installation of the improvements shall be completed prior to issuance of the first certificate of occupancy for the development. ~~The developer agrees to install the following improvements:~~

- b. Intake and exhaust garage ventilation grates may 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 to provide drawings showing how the garage will be ventilated as part of the post-County Board Administrative Regulation 4.1 drawings required in Condition #10 above. Ventilation grates shall be located and/or screened so as not to be visible from public rights-of-way. Specifically, all intake vents located along N. Troy Street, shall include exterior architectural metal grille panels and landscape screening, as shown on Sheet A-12 (West Elevations) and Sheet A-21b (Elevation of the Metal Railing & Air Intake Grille) of the 4.1 plans,

dated April 17, 2009. The developer shall obtain approval from the County Manager of the location and screening of all ventilation grates as part of the review of the final civil engineering plan and the final landscape plan before issuance of the Footing to Grade Permit.

- c. The location, dimensions, materials, and pavement pattern, where applicable, for driveways and access drives, automobile drop-off areas, ADA ramps, driveway aprons, service drives, 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 five (5) feet. 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 according to 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.
- d. The location and types of light fixtures for streets, parking, walkway and plaza areas, and associated utilities, as contained in the lighting plan required in Condition #53 below.
- e. Topography at two (2) foot intervals, and the finished first floor elevation of all structures, and top-of-slab elevation for any proposed underground structures.
- f. Landscaping for open space areas, plaza areas, courtyards, raised planters (including cross-sections of raised planters), surface parking areas, and service drives, including a listing of plant materials; details of planting, irrigation and drainage; and details of proposed furnishings for all areas, including but not limited to dimensions, size, style(s), materials(s), finish(s) and manufacturer(s) of seating, bollards, trash receptacles, bike racks, arbors, trellises, and water features, and other landscape elements or structures. Include public art information, if known.
- g. The location and planting details for street trees in accordance with Department of Environmental Services Standards and Specifications for planting in public rights-of-way and as shown on the final civil engineering plan.
- h. The limits of demolition and construction.

The developer agrees that once approved, the final landscape plan shall govern construction and/or installations of elements and features shown thereon, except as amendments may be specifically approved through an Administrative Change request.

17. **Utility Company Contacts**

The developer agrees to contact all utility companies, including the electric, telephone and cable television companies, and offer them access to the site at the time of utility installation to install their underground cables. In order to comply with this condition the developer agrees to submit to the Zoning Administrator copies of letters from the

developer to the utility companies offering them access as stated above for each phase of the project. ~~The developer agrees to also contact the Development Services Bureau Chief, Transportation Division of the Department of Environmental Services in Arlington County not less than two (2) months prior to its planned commencement of utility undergrounding for each phase of the project to offer the County, at no cost to the County, concurrent access to the locations where the developer plans to excavate trenches or similar areas during developer's installation of underground utilities so the County may install its fiber optic cable and/or conduit in those places concurrently with the developer's utility installation. If at the completion of all other utility installation, the County has not completed its installation, the County shall have an additional thirty (30) days to complete its installation. Such access, and the terms and conditions under which access to the site will be provided and the undergrounding activities of the County and the developer will be coordinated, shall be set forth in an agreement approved by the County Manager and the County Attorney.~~

18. **Final site Civil engineering plan approval by DES**

~~The developer agrees to submit final site engineering plans to a complete set, as complete is determined by the Department of Environmental Services. The plans shall include a receipt from the Zoning Office that of civil engineering plans based on a draft First Submission Plan Checklist dated January 20, 2012 or subsequent submission checklist, prior to the issuance of the landscape plan has been submitted. Staff comments on the final engineering plans will not be provided to the developer without submission of the landscape plan to the Zoning Office. Demolition, Clearing and Grading Permit for the applicable phase of the project consistent with the approved Phasing Plan for the development, pursuant to Condition #70 below. The plans shall be drawn at the scale of 1 inch = 25 feet and be 24 inches by 36 inches in size. Neither the~~

The developer agrees to meet the following requirements prior to issuance of the Excavation/Sheeting and Shoring permit nor the first Building Permit shall:

1. Approval by the County Manager of a Maintenance of Traffic Plan for the Excavation/Sheeting and Shoring phase of work;
2. Approval by the County Manager of a tieback plan, or alternatively, submission of a statement from the developer confirming that tiebacks will not be ~~issued until~~ final site used in the right of way during construction of the project; and
3. Approval by the County Manager of an Erosion and Sediment Control Plan that extends through the Excavation/Sheeting and Shoring phase of work;
4. A minimum of one complete County staff review of the civil engineering plans that results in a finding by the County Manager that the limits of Excavation/Sheeting and Shoring shown on the plan will not damage, or pose a substantial risk of damage to, public infrastructure and adjacent public or private property.

The developer also agrees to obtain all necessary permits prior to commencing excavation, sheeting, and shoring.

The developer agrees to obtain approval of civil engineering plans which that agree with the approved final site development and landscape plans plan, and the sequence of construction, has been approved by from the Department of Environmental Services and the CPHD Site Planner, as consistent with all site plan approval requirements and all County laws. To ensure final sign off, the plans shall include CPHD Site Planner review and signature blocks. codes, standards, and policies, prior to issuance of the footing-to-grade permit or the issuance of the above grade building permit for any phase consisting only of buildings on slab.

Upon completion of the construction of a project, the developer agrees to submit one (1) set of as-built ~~mylar~~ Mylar plans for sanitary, storm sewer and water main construction to the Department of Environmental Services for recording.

19. Pavement, Curb and Gutter Along All Frontages

The developer agrees to show on the final engineering plans pavement, curb and gutter along all frontages of this site in accordance with the then-current Arlington County Standard for concrete curb and gutter and the then-current standards for pavement and according to the following dimensions. The pavement, curb and gutter shall be constructed prior to issuance of the first partial Certificate of Occupancy for ~~any space excluding occupancy of the garage~~ applicable phase of the project/tenant occupancy. The Zoning Administrator may, if she finds that the season, weather or other construction-related issues do not permit installation of these features by the required timing, and finds that the developer is diligently pursuing the work approve an extension of time for completion of construction of the curb, gutter, and pavement, approve an administrative change that permits an extension of time to complete work under this condition..

25. Replacement of Damaged Existing Curb, Gutter and Sidewalk

The developer agrees to remove and replace, according to 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 which is in poor condition or damaged by the developer, prior to the issuance of the first Certificate of Occupancy ~~after the Shell and Core Permit~~. The Zoning Administrator may, if she finds that the season, weather or other construction-related issues do not permit installation of these features by the required timing, and finds that the developer is diligently pursuing the work, approve an extension of time for completion of construction of the curb, gutter, and pavement.

27. Underground Existing Aerial Utilities

The developer agrees to remove and/or place underground all existing aerial utilities within or along the periphery of the entire site plan site as shown on the final site development and landscape plan and the final engineering plan approved by the County Manager. Any utility improvements necessary to provide adequate utility services to this development or utility work necessary to provide a terminus to the underground facilities shall be paid for by the developer and shall not result in the installation of any additional utility poles, or aerial devices. The developer agrees to also contact the Development Services Bureau Chief, Transportation Division of the Department of Environmental

Services in Arlington County not less than two (2) months prior to its planned commencement of utility undergrounding for each phase of the project to offer the County, at no cost to the County, access to the locations where the developer plans to excavate trenches or similar areas to install underground utilities so the County may install its fiber optic cable and/or conduit in those places concurrently with the developer's utility installation. Such access, and the terms and conditions under which access to the site will be provided and the undergrounding activities of the County and the developer will be coordinated, shall be set forth in an agreement approved by the County Manager and the County Attorney. All utility relocation shall be completed prior to the issuance of the Shell and Core Certificate of Occupancy.

30. **Façade Treatment of Buildings**

The developer agrees that the design of the facade treatment for the buildings and the materials to be used on the facades shall be as specified and shown on the submitted drawings identified in Condition #1 and as presented to the County Board and made a part of the public record on the County Board date identified in Condition #1, including all renderings, drawings, and presentation boards presented during public hearings. The developer agrees to submit three (3) copies of colored drawings and renderings-façade elevations at 24" x 36", which label the materials and colors for each elevation of the building, including interior elevations (e.g. elevations adjacent to interior courtyards, plazas and access drives), ~~and material samples~~, one (1) copy of black and white architectural elevations, and one (1) sample material board at no larger than 24" x 36", for review by the County Manager for consistency with this site plan approval prior to the issuance of the Footing to Grade Permit. The submission shall be made to the Zoning Office. The developer further agrees to obtain the approval of the County Manager of the façade treatment as being consistent with the County Board approval before the issuance of the Final Building Permit.

The developer agrees that all retail storefronts along public rights-of-way are required to have an overall minimum transparency of 50% as measured from floor to ceiling. In addition, the portion of the retail storefronts that is located between three and eight feet from grade is required to be at least 80% transparent. 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 shall not be satisfied by views into areas blocked by display cases, the rear of shelving, interior walls, blinds, hallways, or the like. Provided that the exterior material is glass or other transparent material, a tenant may apply to the County Board for a site plan amendment to grant an exception to this condition for a specified duration.

41. **Wall Check Survey**

The developer agrees to submit one (1) original and three (3) copies of a wall check survey to confirm its consistency with the plans approved by the County Board, as referenced in Conditions #1 and #10 above. The wall check survey shall show the location of the walls at the top level of the below-grade structure, at such time as the

structure reaches ground level at the corner of N. 14th Street and N. Troy Street, and will be provided prior to the issuance of a permit for above-grade construction. The developer further agrees that, within thirty (30) days after approval of the wall check survey, or such other time as mutually agreed upon by the Zoning Administrator and the developer, to submit to the Zoning Administrator a wall check survey showing the location of the walls and the elevation of the slab, at grade.

57. **Obtain Master Certificate of Occupancy**

The developer agrees to obtain a Master Certificate of Occupancy within ~~90~~180 days of receipt of any partial Certificate of Occupancy for full occupancy of the building. ~~At the request of the developer, the Zoning Administrator may approve an extension of the time to obtain a Master Certificate of Occupancy if the Zoning Administrator finds that the developer is diligently pursuing completion of all aspects of the project, including compliance with all conditions, and the developer has offered reasonable assurances that the Master Certificate of Occupancy will be obtained within the extended time frame.~~

80. **ADA Power Door Openers**

~~In addition to the regulations and requirements established with ADA Federal law, The developer agrees to install an automatic door opener for the main pedestrian residential entrances to the residential buildings. In addition, at the secure interior doors, the developer agrees that call boxes, if used, shall be mounted and measured at a height that allows for hands-free remote capability. The entrances to the lobby of the residential elevators from the first level of the parking garage will have automatic door openers. These items shall be installed and functional prior to issuance of any certificate of occupancy for tenancy of the building. In addition, at any secure interior door, the developer agrees that a call box, if used, shall be mounted and measured at the lowest given height under the ADA with hands-free remote capability. The developer further agrees to provide an automatic door opener at the entrance to the lobby of the elevators from the parking garage adjacent to the ADA/van accessible parking spaces.~~

NEW CONDITIONS

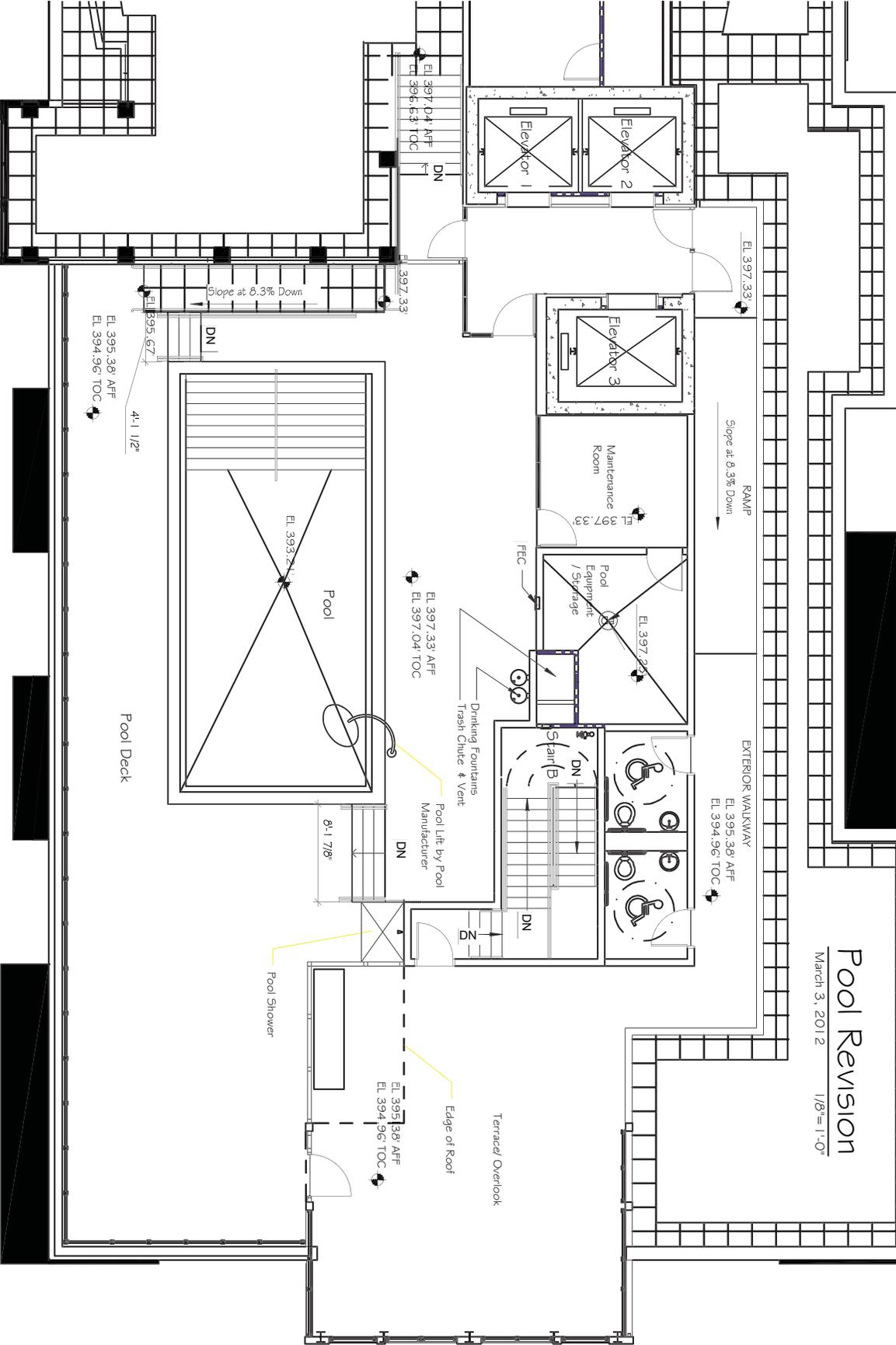
88. **Additional Affordable Housing Contribution**

The developer agrees to make a housing contribution of \$36,900 that is based on Subsection 36.H.7 of the Zoning Ordinance, "Affordable Dwelling Units for Height and Density Above General Land Use Plan." The amount shall be paid prior to obtaining the first Certificate of Occupancy for the project.

89. **Rooftop Lighting Plan**

The applicant agrees to submit and obtain the County Manager's approval of a Lighting Plan for the rooftop pool and deck prior to the issuance of the final certificate of occupancy. The County Manager will approve the Lighting plan if she finds that the plan incorporates dark sky lighting principles in accordance with the standards of the International Dark-Sky Association; specifies the hours of illumination, and includes a

process and mechanism for adjusting the intensity of light after construction if necessary to ensure that the rooftop lighting has no adverse effect on the surrounding area or monumental views.



Pool Revision
 March 3, 2012 1/8" = 1'-0"



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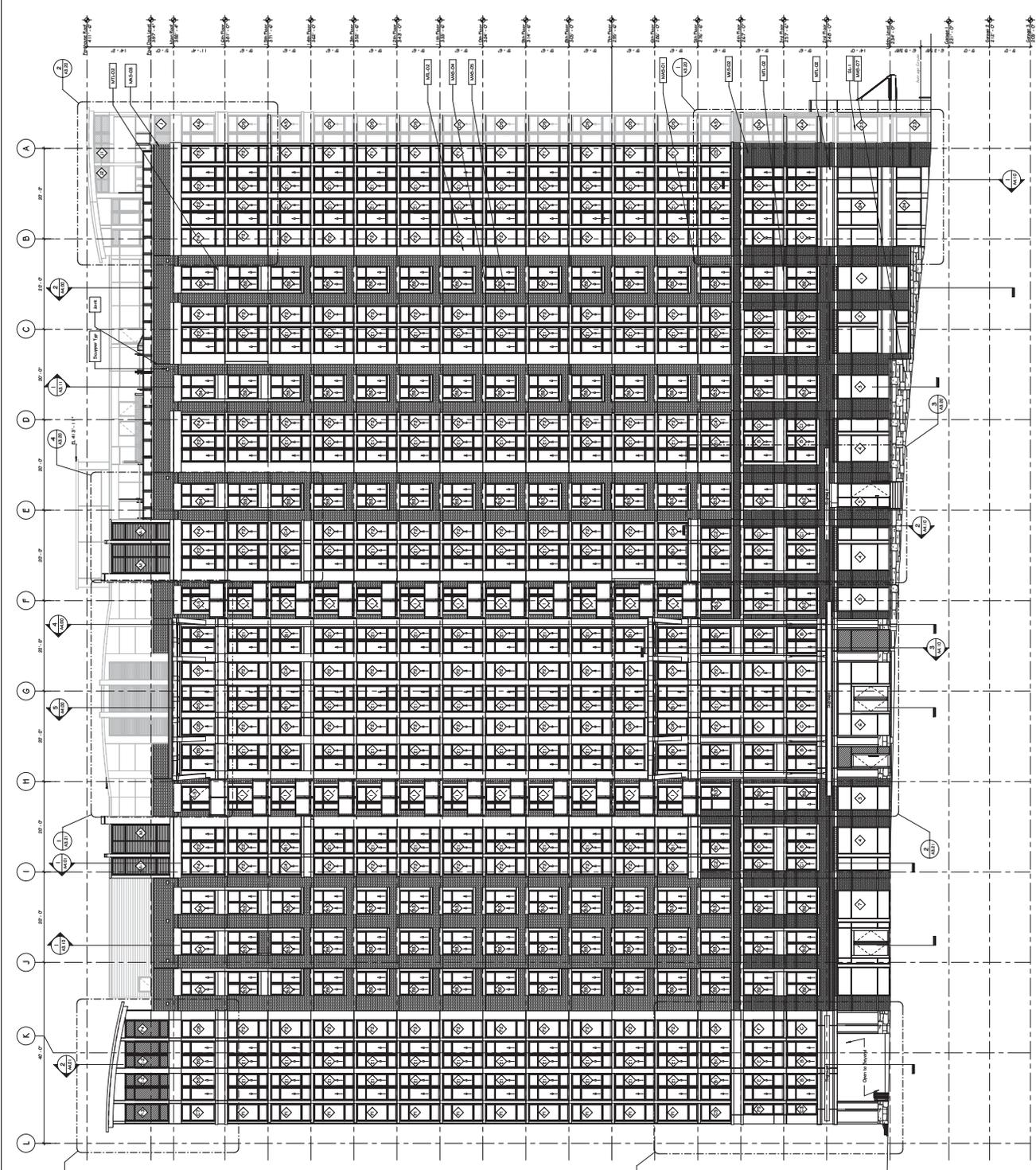
DD Submittal: 08/28/2012
 09/20/2012
 09/20/2012
 09/20/2012
 09/20/2012
 09/20/2012

Professional Seal
 WDC Architects, LLC
 WDC Project No. W10100

South Elevation

Scale: 1/8" = 1'-0"

A3.00



Code	Material/Finish/Color	Notes
CL-01	Galvalume	CL-01 Galvalume
CL-02	Galvalume	CL-02 Galvalume
CL-03	Galvalume	CL-03 Galvalume
CL-04	Galvalume	CL-04 Galvalume
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CL-50	Galvalume	CL-50 Galvalume

1 South Elevation



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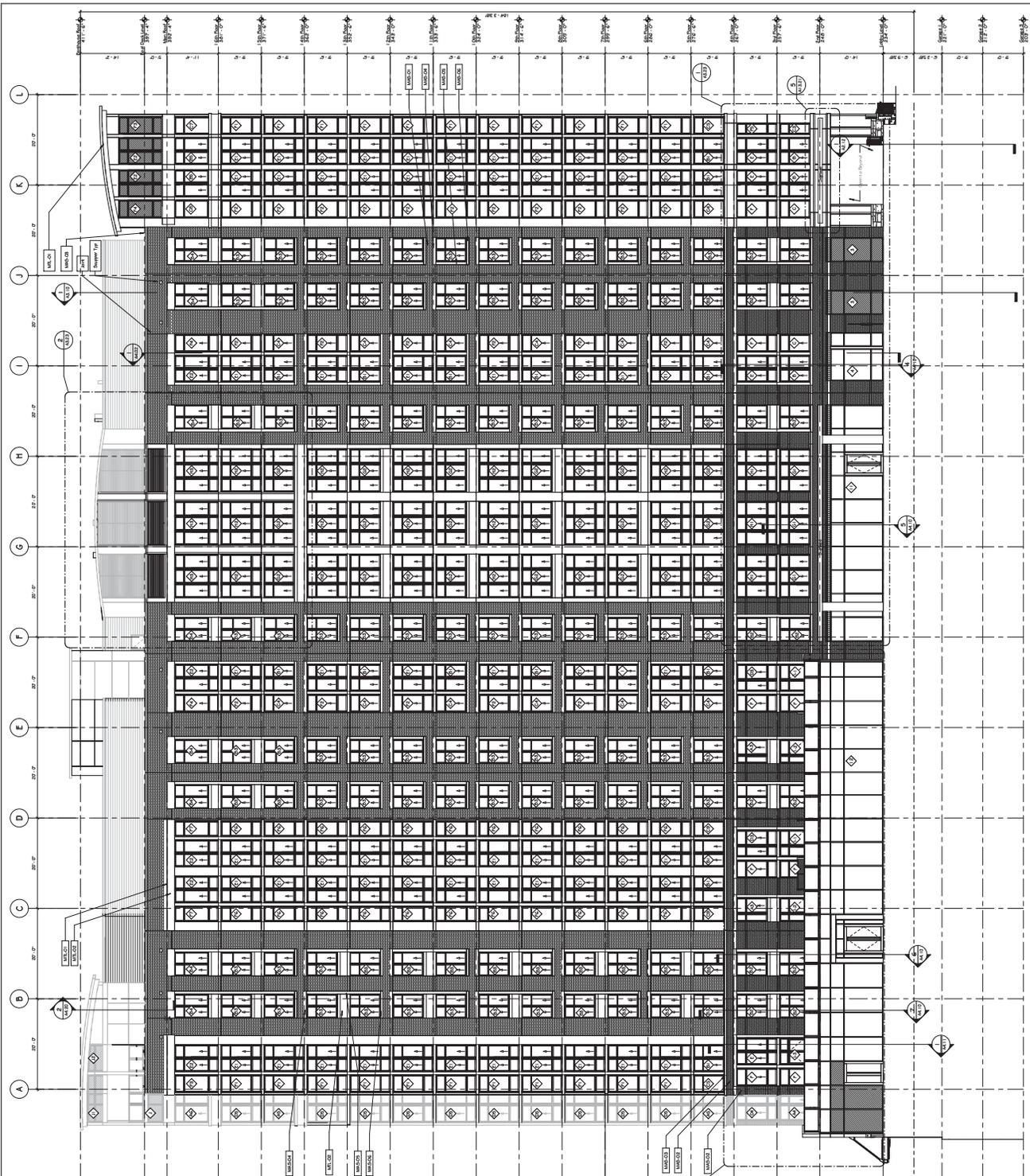
DD Schmitt	08/28/2012
2012 Schmitt	02/28/2011
2011 Schmitt	01/11/2011
2010 Schmitt	01/11/2010
2009 Schmitt	01/11/2009



Professional Seal
 WDG/Project No. W10100

North Elevation
 Scale: 1/8" = 1'-0"

A3.02



NO.	DESCRIPTION	DATE
01-01	Initial Drawing	10/11/2010
01-02	Revised Drawing	10/11/2010
01-03	Revised Drawing	10/11/2010
01-04	Revised Drawing	10/11/2010
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01-99	Revised Drawing	10/11/2010
01-100	Revised Drawing	10/11/2010

1 North Elevation



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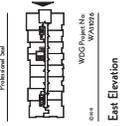
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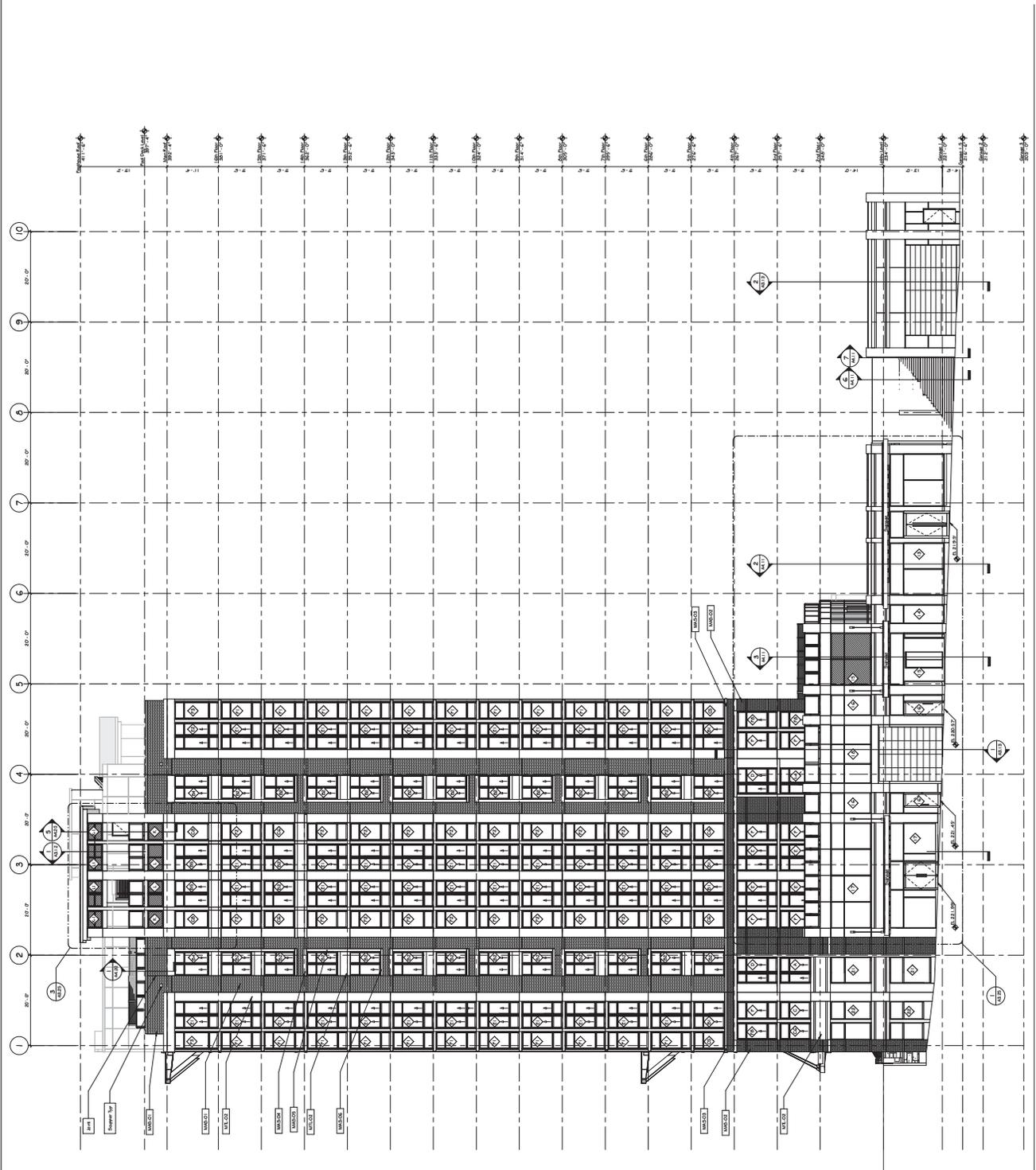
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2009 N. 14th St.
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 c/o Elevation
 4000 North 14th Street
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DD, Submittal: 08.02.2012
 DD, Revision: 02.03.2012
 DD, Revision: 03.13.2012
 DD, Revision: 03.13.2012



Scale: 1/8" = 1'-0"
A3.03



Key	Material Schedule	Color
CL-01	Grain White Oak	Light Blue-Green
CL-02	Grain White Oak-Slaty Grain	Light Blue-Green
CL-03	Grain White Oak-Slaty Grain	Grey
CL-04	Grain White Oak-Slaty Grain	Grey
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CL-60	Grain White Oak-Slaty Grain	Light Blue-Green
CL-61	Grain White Oak-Slaty Grain	Light Blue-Green
CL-62	Grain White Oak-Slaty Grain	Light Blue-Green
CL-63	Grain White Oak-Slaty Grain	Light Blue-Green
CL-64	Grain White Oak-Slaty Grain	Light Blue-Green
CL-65	Grain White Oak-Slaty Grain	Light Blue-Green
CL-66	Grain White Oak-Slaty Grain	Light Blue-Green
CL-67	Grain White Oak-Slaty Grain	Light Blue-Green
CL-68	Grain White Oak-Slaty Grain	Light Blue-Green
CL-69	Grain White Oak-Slaty Grain	Light Blue-Green
CL-70	Grain White Oak-Slaty Grain	Light Blue-Green
CL-71	Grain White Oak-Slaty Grain	Light Blue-Green
CL-72	Grain White Oak-Slaty Grain	Light Blue-Green
CL-73	Grain White Oak-Slaty Grain	Light Blue-Green
CL-74	Grain White Oak-Slaty Grain	Light Blue-Green
CL-75	Grain White Oak-Slaty Grain	Light Blue-Green
CL-76	Grain White Oak-Slaty Grain	Light Blue-Green
CL-77	Grain White Oak-Slaty Grain	Light Blue-Green
CL-78	Grain White Oak-Slaty Grain	Light Blue-Green
CL-79	Grain White Oak-Slaty Grain	Light Blue-Green
CL-80	Grain White Oak-Slaty Grain	Light Blue-Green
CL-81	Grain White Oak-Slaty Grain	Light Blue-Green
CL-82	Grain White Oak-Slaty Grain	Light Blue-Green
CL-83	Grain White Oak-Slaty Grain	Light Blue-Green
CL-84	Grain White Oak-Slaty Grain	Light Blue-Green
CL-85	Grain White Oak-Slaty Grain	Light Blue-Green
CL-86	Grain White Oak-Slaty Grain	Light Blue-Green
CL-87	Grain White Oak-Slaty Grain	Light Blue-Green
CL-88	Grain White Oak-Slaty Grain	Light Blue-Green
CL-89	Grain White Oak-Slaty Grain	Light Blue-Green
CL-90	Grain White Oak-Slaty Grain	Light Blue-Green
CL-91	Grain White Oak-Slaty Grain	Light Blue-Green
CL-92	Grain White Oak-Slaty Grain	Light Blue-Green
CL-93	Grain White Oak-Slaty Grain	Light Blue-Green
CL-94	Grain White Oak-Slaty Grain	Light Blue-Green
CL-95	Grain White Oak-Slaty Grain	Light Blue-Green
CL-96	Grain White Oak-Slaty Grain	Light Blue-Green
CL-97	Grain White Oak-Slaty Grain	Light Blue-Green
CL-98	Grain White Oak-Slaty Grain	Light Blue-Green
CL-99	Grain White Oak-Slaty Grain	Light Blue-Green
CL-100	Grain White Oak-Slaty Grain	Light Blue-Green

1 East Elevation

ATTACHMENT



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www.artisphere.com

ARLINGTON COUNTY ARTISPHERE
FACILITIES USE APPLICATION AND AGREEMENT

For Short Term Use of Arlington County Artisphere Venues and Facilities for Not More Than Four Days for Non-Ticketed Social Events Hosted by an Individual.
(This Application and Agreement must be completed in full)

1. APPLICANT

Full Name of Applicant:
Applicant Address: (Street), (City/State/Zip Code)
Phone No.:
Cell Phone No.:
Applicant E-mail:
Estimated No. of Attendees:
Name of Applicant's Emergency Contact:
Phone No.

2. ACTIVITY OR EVENT

General Description of Proposed Activity/Event:
Title (if any) of Event:

3. REQUESTED TIMES & DATES OF ACTIVITY/EVENT

Table with 6 columns: Date, Start Time, (Circle One), End Time, (Circle One). Rows for 1st Day, 2nd Day, 3rd Day, 4th Day.

Start and End Times must include all set up, breakdown and clean up time.

4. REQUESTED VENUE/LOCATION OF ACTIVITY/EVENT

- Lower Level Town Square, Upper Level Town Square, Lower Ballroom, Mezzanine Gallery (Upper Ballroom), Terrace (Art) Gallery, Prep Room, Front Terrace*, Side Terrace*, Black Box Theatre, Dressing Room 1, Dressing Room 2, Bijou Theatre, Dome Theatre, Spectrum Theatre, Education Lab Classroom, Full Facility

* May be used only in conjunction with an interior space.

5. DETAILS OF REQUESTED ACTIVITY/EVENT

For each requested facility/location, describe below (or on a separate dated and signed sheet of paper) all significant details regarding the proposed activity/event, including (e.g.) equipment (County and/or User) desired to be used, requests for County staffing, and any special or unusual needs/requirements of Applicant.

Blank lines for describing the activity/event details.

Are there any unpaid fees owed to the County by the Applicant for Applicant's prior use of any Artisphere venue? Yes [] No []

Will food and/or beverages be served? Yes No If yes, describe when, where and by whom (must be from list of approved caterers; the list of approved caterers and information on how caterers can be added to the list, is available in the County's Purchasing Office at 2100 Clarendon Boulevard, Arlington, Virginia)?:

Will an ABC license be required? Yes No If yes, who will apply for the ABC license and in whose name will it be?: _____

Additional County conditions of approval attached? Yes No

6. DEPOSIT AND FEES

An initial deposit of \$_____ (equal to fifty percent (50%) of the total fees listed below), payable to the Treasurer of Arlington County, Virginia, must be received by the County to confirm the reservation of the date(s) and time(s) for use of the Artisphere venue(s). Any refund of fees or rescheduling of dates after the Cancellation Date will be consistent with the Section 7 below. All fees charged will be consistent with the Artisphere Facility Rental Fees Rate Sheet effective on the date this Agreement is signed by the County. The total fees to be charged to Applicant/User are stated below. This Application and Agreement must be signed in Section 8 below by Applicant and the County to become a binding contract. Neither the County nor the Applicant shall have any liability or obligation to the other until this Application and Agreement is fully executed by both parties. Final payment of all fees must be remitted to Artisphere staff at the Artisphere, and paid by cash, money order, credit card (Visa or Mastercard only), certified or cashier's check, personal check, or organization check (all checks made payable to the Treasurer of Arlington County, Virginia) at least twenty-one (21) days prior to the scheduled activity or event. If a check is returned for insufficient funds, then the Applicant will be charged a returned check fee of \$50 as provided in Section 27-7 of the Arlington County Code, and payment via certified or cashier's check will be required for future use of Artisphere venues or facilities. If fees remain unpaid after the due date, then the reservation shall be automatically revoked by the County, the deposit forfeited to the County (without refund to the Applicant), and the event will not be permitted to take place.

Total fees (venue, staff & other fees, less discounts): \$_____ Cancellation Date (21 days prior to scheduled event): _____

7. CANCELLATION DATE/REFUNDS

All cancellation requests must be made by Applicant to County in writing. The last date to cancel User's scheduled event with full refund of the deposit is seventy-six (76) days prior to User's scheduled event. Cancellations between seventy-five (75) days and forty-six (46) days prior to User's scheduled event shall receive a 50% refund of the deposit. Any cancellation made forty-five (45) or fewer days prior to User's scheduled event will result in no refund of the deposit. Any amount paid by the User to the County in addition to the deposit shall be fully refundable until twenty-one (21) days (inclusive) prior to the User's scheduled event.

8. CONTRACT/AGREEMENT BETWEEN APPLICANT AND COUNTY

By signing this Application and Agreement, below, the Applicant: 1) enters into a binding contract with the County for permission to use the Artisphere venue(s) during the date(s) and time(s) stated herein; 2) agrees to pay to the County the initial deposit and the total fees listed in Section 6, above; 3) acknowledges receipt of a copy of the attached *Artisphere Rules, Regulations and Conditions of Use* ("Rules"); and 4) agrees to be bound by, and strictly comply with, this Application and Agreement, the Rules, and the current Artisphere Facility Rental Fees Rate Sheet; 5) agrees to indemnify and hold harmless the County Board of Arlington County, Virginia, the owner of the building in which the Artisphere is located, and their respective officers, directors, members, agents and all employees and volunteers, per the provisions of Section IV of the attached Rules; 6) accepts liability for control of the reserved area(s) until the activity or use is completed; and 7) agrees to comply with all Americans with Disabilities Act (ADA) requirements, and recognizes that it is the Applicant's responsibility to supply ADA required assistance for the event. If the Applicant fails to strictly comply with this Application and Agreement and the Rules, then the County may terminate, revoke, or cancel the permission, without liability or further obligation to the County. The Applicant is also sometimes referred to herein and in the Rules as the "User".

Applicant's Signature: _____ Date: _____

Printed Name: _____ Title: _____

County's Signature: _____ Date: _____

Printed Name: _____ Title: _____

9. RESCHEDULE OF ACTIVITY/EVENT BY APPLICANT (for Artisphere Staff Use Only)

NOTE: Reschedules after the Cancellation Date require a rescheduling fee of two hundred and fifty dollars (\$250) payable by User prior to reschedule.

Rescheduled date(s): _____

Revised Cancellation Date: _____ Revised Fees due date: _____

Reschedule approved by (name): _____

County Signature: _____ Date: _____

Applicant's Signature: _____ Date: _____

ADDITIONAL COUNTY CONDITIONS OF APPROVAL (for Artisphere Staff Use Only)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

FEES WORKSHEET (for Artisphere Staff Use Only)

<u>Venue Fees</u>	<u>Hr. /Block Rate</u>	<u>No. Hrs./Blocks</u>	<u>Fee</u>
_____	\$ _____ / _____ hr(s)	x _____	= \$ _____
_____	\$ _____ / _____ hr(s)	x _____	= \$ _____
_____	\$ _____ / _____ hr(s)	x _____	= \$ _____
_____	\$ _____ / _____ hr(s)	x _____	= \$ _____
Additional Hour(s)			
_____	\$ _____ / _____ hr(s)	x _____	= \$ _____
_____	\$ _____ / _____ hr(s)	x _____	= \$ _____
_____	\$ _____ / _____ hr(s)	x _____	= \$ _____
_____	\$ _____ / _____ hr(s)	x _____	= \$ _____
Less Venue Fee Discounts Applied (if any)			
_____		_____ %	= \$ _____
Staff Fees			
	<u>Hourly Rate</u>	<u>No. of Staff</u>	<u>No. Hrs.</u>
Facility Management Staff (Includes Ushers, Coat Check, Greeters, Helpers, Stage Hands, Tech Staff, Set-up and Break-down)	\$ _____ /hr	x _____	x _____ = \$ _____
Stage Managers, Technical Directors	\$ _____ /hr	x _____	x _____ = \$ _____
Piano Tuning			= \$ _____
Other Fees (Describe)			
_____			\$ _____
_____			\$ _____
_____			\$ _____
_____			\$ _____
TOTAL FEES			\$ _____

ARTISPHERE RULES, REGULATIONS AND CONDITIONS OF USE ("RULES")

The following Rules have been formulated for the safety and well-being of all users of the Artisphere and building within which the Artisphere is located (hereinafter "Building"). Adherence to these Rules by all users contributes to safe use, occupancy and enjoyment of the Artisphere and the building. Any violation of the Rules by a User that continues after notice from the County, or its Landlord, to promptly stop and/or remedy the violation, may, at the option of the County, result in the immediate termination of User's right to use of that portion(s) of the Artisphere that User has contracted with the County to use ("Artisphere venue"), and termination, revocation or cancellation of the User's contract, without refund to the User and without obligation or liability to the County and the Landlord, their respective officers and employees.

The County and its Landlord may, upon written request (a written request includes requests received by email) by any User, waive compliance by such User of the following Rules that specify therein that such Rule may be waived, or otherwise provide that the consent of the County and the Landlord are required, provided that: (a) no waiver or consent shall be effective unless it is in writing and signed by the Executive Director of the Artisphere (the "Executive Director"), or his designee, and the property manager for the County's Landlord (the "Property Manager"), (b) no waiver or consent shall relieve any User from the obligation to comply with any of the Rules in the future, unless expressly consented to by the Executive Director and Property Manager; and (c) no waiver or consent granted to a User shall relieve any other User from the obligation of complying with the Rules, unless such other User has received a waiver or consent in writing from the Executive Director and Property Manager. All waivers and consents shall be granted in the sole and absolute discretion of the County and its Landlord. The Executive Director shall endeavor to respond to all requests for waivers and/or consents within ten (10) business days of receipt of such requests.

The County is the Tenant under a lease between the County Board of Arlington County, Virginia, as Tenant, and 1101 Wilson Owner, LLC, as Landlord, dated November 20, 2008, as amended. Any User may request a copy of the Lease, as amended. All requests shall be directed to the Executive Director, or his designee.

I. RULES AND REGULATIONS

1. The common areas of the building and of the Artisphere shall not be obstructed or encumbered by any User or used for any purposes other than ingress and egress to and from an Artisphere venue.
2. Except in connection with use of the Terrace Area, no awnings or other projections shall be attached to the outside walls of the building without the consent of the County and the Landlord. No drapes, blinds, shades or screens shall be attached to, or hung in, or used in connection with, any window or door of the Artisphere, without the consent of the County and the Landlord. Any permitted curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to the County and its Landlord and shall be attached in a manner approved by the County and the Landlord.
3. Users shall not install, exhibit, place, inscribe, paint, or affix any sign, advertisement, or notice anywhere within the Artisphere or the Building, or on the exterior of the Building. However, a User may, install, exhibit, place, inscribe, paint, or affix a sign, advertisement, or notice within the Artisphere with the consent of the County. Under no circumstances shall a User install, exhibit, place, inscribe, paint, or affix (or permit others to do so) any sign, advertisement, notice or other lettering within two (2) feet from the exterior glass of the building. In the event of any violation of the foregoing by any User, the County or its Landlord may immediately remedy the violation without any liability, and may charge to the User the expense of the remedial action.
4. No show cases or other articles shall be put in front of, or affixed to, any part of the exterior of the building, nor placed in the common areas of the building or the Artisphere.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No User shall throw anything out of the doors or windows or down any corridors or stairs of the Artisphere venue, the Artisphere, or the building.
6. There shall be no marking, painting, drilling into, or other defacing of, or damage to, any part of the exterior of the building or the common areas of the Building. No boring, cutting or stringing of wires shall be permitted. User shall not, without the prior written consent of the County and the Landlord, mark, paint, drill into, bore, cut or string wires, deface or damage any part of the Artisphere or Artisphere venue (i.e. inside the Artisphere). Users shall not construct, maintain, use or operate, on the exterior of the building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except on public sidewalks or the public right-of-way, during regular business hours of any weekday (i.e., before 6:00 p.m.). Any such construction, maintenance, use and operation a loud speaker system or other sound system must also be consistent with all applicable County regulations and ordinances.
7. Users shall not make or permit to be made any disturbing noises or disturb or interfere with other occupants of the building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, whistling, singing or any other way.
8. Other than theatre props or service animals, no bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept in or about the Artisphere venue, the Artisphere, or the building.
9. Unless specifically permitted by the User's contract with the County, User shall not keep or maintain any inflammable, combustible or explosive fluid, chemical or substance in the Artisphere venue, the Artisphere, or the building.
10. User shall keep the doors leading to the corridors or main halls of the building closed during business hours (currently 7:00a.m. to 6:00p.m. on Monday through Friday (excluding County holidays) and 9:00 a.m. to 1:00 p.m. on Saturday (excluding County holidays), and such other hours, if any, as the Landlord from time to time determines) except as they may be used for ingress and egress.
11. The requirements of the County as Tenant will be attended to by the Landlord only upon application at the office of the Building. Building employees have been instructed not to perform any work or do anything outside of their regular duties, except with special instructions from the management of the Building.
12. Except within the Artisphere venue, canvassing, soliciting and peddling in the building is prohibited. The foregoing shall not prohibit the User from distributing flyers or other advertisements in the main building lobby with respect to the User's permitted activities approved by the County.

13. Mats, trash and other objects shall not be placed in the public corridors or the common areas of the building.
14. No smoking is permitted in any of the common areas of the building, or anywhere in the Artisphere or Artisphere venues (including the Terraces). All cigarettes and related trash shall be disposed of in trash receptacles designed for such purposes, and not on any sidewalk, right-of-way, parking lot or grass.
15. No space in or around the building exterior shall be used for the manufacture, storage, sale or auction of merchandise goods or property of any kind, except that the User shall be entitled to use the Artisphere venue, consistent with the terms of User's contract with the County, for the creation and sale of fine arts and crafts, including the sale of promotional materials, and for artists' demonstrations.
16. The Landlord shall have the right to prohibit any advertising by any User that constitutes a defamatory statement with respect to Landlord (or Landlord's building) or any other User or tenant in the building. Upon written notice from the Landlord, such User shall refrain from and discontinue such advertising.
17. User shall be solely responsible for acceptance of all deliveries to an Artisphere venue, the Artisphere, or the building. User shall coordinate the timing and method of all deliveries with the Artisphere's Facilities Manager. User shall have a person on site to verify and acknowledge receipt of all User's deliveries. The County and its Landlord have no responsibility, obligation or liability with respect to any deliveries of or for the User.
18. The User shall neither move nor disturb any furniture or exhibited artwork, nor permit others to do so.

RULES AND REGULATIONS APPLICABLE ONLY TO THE ARTISPHERE BUILDING (AND NOT SPECTRUM THEATRE)

19. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description through the main building lobby, shall take place in such manner and during such hours as the County and its Landlord may reasonably require upon advance written notice to the User. The User shall communicate and coordinate with the Executive Director in connection with the removal or carrying in or out of such items. The County and its Landlord reserve the right (but shall not have the obligation) to inspect all freight brought into the building, and the right to exclude from the building all freight which violates any of these Rules, the User's contract with the County or applicable laws, ordinances, or regulations.
20. No hand trucks, except those equipped with rubber tires and side guards, shall be used to deliver or receive any goods or materials to or from any space or in the common areas of the building, either by the user or its agents or contractors.
21. Access plates to under floor conduits shall be left exposed. Where carpet is installed, carpet shall not be cut around the access plates.
22. Throwing rice, confetti, birdseed, rose petals or anything of a similar nature is prohibited anywhere in the Artisphere venue (including the Terraces), the Artisphere, or the building.
23. User agrees that it shall not violate any provisions of the County's Lease with the County's Landlord governing use or occupancy of the Demised Premises.
24. User agrees that the terms of Section 33.B. (Indemnification and Hold Harmless) and Section 39.B. (Hazardous Materials) of the County's Lease with the County's Landlord shall apply to the User. Upon the User's request, the County will provide a copy of the County's Lease with the County's Landlord, including all amendments thereto, to the User.
25. Nothing in this Application and Agreement shall release the County from its obligations as a Tenant under the County's Lease with the County's Landlord.

II. ALCOHOLIC BEVERAGES

1. All food and beverage must be provided by a Caterer listed on the Artisphere's Approved Catering list. The User or its contractor shall: (i) obtain and maintain all required license(s) from the Virginia Department of Alcoholic Beverage Control; (ii) provide a copy of such license or licenses to the Executive Director prior to any scheduled events at which alcoholic beverages are to be sold or provided by the User or its contractor; (iii) maintain a liquor liability insurance policy naming the County Board of Arlington County, Virginia, as an additional insured, for any scheduled event at which alcoholic beverages are to be sold or provided by the User or its contractor; and (iv) provide a copy of such liquor liability insurance policy to the Executive Director prior to any scheduled event at which alcoholic beverages are to be sold or provided by the User or its contractor.
2. User, and not the County, shall be solely responsible for obtaining all applicable licenses, permits and authorizations that are required by any law or regulation for any of the User's activities within an Artisphere venue or the Artisphere, including, but not limited to, Virginia Department of Alcoholic Beverage Control licenses, concessionaires, retail business, and peddlers licenses.
3. User, and not the County, shall be solely responsible for complying with all laws regarding the collection and payment of all federal, state, or local taxes applicable to the User's use of an Artisphere venue and the User's activities therein. Such taxes may include, without limitation, sales and use taxes, business license taxes, and taxes arising out of ticket, merchandise, and food and beverage sales.
4. Before using any portion of an Artisphere venue, the User shall inquire with the appropriate taxing and assessing officials about all applicable tax and license requirements.

IV. LIABILITY; INDEMNIFICATION

1. User shall be liable for the conduct of all its vendors, employees, agents, business invitees, customers, clients and guests, and is liable for all damage caused by such persons, including, but not limited to, bodily injuries, damages to an Artisphere venue, the Artisphere, or the building.
2. User, its vendors, employees, agents, business invitees, customers, clients and guests shall be, under all circumstances, solely liable for the safekeeping of all of their respective personal property while such property is placed in an Artisphere venue, the Artisphere, or the building. Neither the County nor its Landlord shall have any liability to any person or entity for any damage to, or loss of, personal property in an Artisphere venue, the Artisphere, or the building.
3. User acknowledges that the County, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, special, consequential, punitive, or otherwise, as a result of any claim relating to the User's use of an Artisphere venue.
4. User represents and warrants that the scheduled event, and all related activities, are legally permitted and that all necessary licenses (including, but not limited to, any applicable music license fee, performance license fee, and alcoholic beverage control license fee) have been or will be properly and timely obtained for the scheduled activity or event.
5. User agrees to defend, indemnify, and hold harmless the County, the County's Landlord, and their respective elected and appointed officials, officers, directors, members, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities,

losses, costs and expenses arising from or in connection with any injury or other damage to any person or property that occurs: (1) in any Artisphere venue; or (2) in any part of the Artisphere or the building, that is caused by (a) the negligence or willful misconduct of the User, its agents, contractors, employees, customers, or invitees; (b) the User's use and occupancy of any Artisphere venue or the business conducted therein or the User's presence in the Artisphere or building; (c) the making by the User of any alterations to the Artisphere or any Artisphere venue; (d) any act or omission of the User or its agents, contractors, employees, customers, or invitees; and (e) any breach or default by the User in the observance or performance of terms or conditions of User's contract to use any Artisphere venue, including, but not limited to, the rules, regulations and conditions of use set forth herein. The indemnification in this section shall survive the expiration or termination of User's contract to use any Artisphere venue.

6. User hereby agrees to indemnify and hold the County's Landlord and its shareholders, members, partners, contractors, licensees, invitees, ground lessors and the holder of any mortgage or deed of trust secured by the building, and their respective employees, agents, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against the Landlord, directly or indirectly, based on, arising out of or resulting from: (1) the User's use and occupancy of any Artisphere venue or the business conducted herein or the User's presence in the Artisphere or building; (2) the making by the User of any alterations to the Artisphere or any Artisphere venue; (3) any act or omission of the User or its employees, agents or invitees; and (4) any breach or default by the User in the observance or performance of terms or conditions of User's contract to use any Artisphere venue, including, but not limited to, the terms the rules, regulations and conditions of use set forth herein. The indemnification in this section shall survive the expiration or termination of User's contract to use any Artisphere venue.
7. The User's contract with the County for use of an Artisphere venue(s) is subject and subordinate to the County's Lease with the County's Landlord. Notwithstanding any provision of the User contract with the County to the contrary, a User contract with the County for use of Artisphere venues shall automatically terminate upon the expiration or earlier termination of the County's Lease with its Landlord, with no liability to the County or the User. If a User contract is automatically terminated due to the expiration or earlier termination of the County's Lease, the County shall refund to User all portions of the total fees already paid to the County by the User.
8. All County's obligations under the User's contract are subject to appropriation of funds by the County Board of Arlington County, Virginia for the operation and maintenance of the Artisphere. In the event that funds are not appropriated at the beginning of the County's fiscal year for the operation and maintenance of the Artisphere, then the User's contract shall become null and void and shall terminate on the last day of the County's fiscal year for which appropriations were received for such purpose. Upon such termination, the County shall refund to the User all portions of the total fees already paid to the County by User, and thereafter the county shall have no other liability whatsoever to the User.
9. The County may require the User to obtain an insurance policy insuring against personal injury and property damage resulting from the User's event, and to provide a certificate of insurance naming "the County Board or Arlington County, Virginia, its elected and appointed officials, employees, and agents" as additional insureds. Such insurance requirements, if applicable, will be noted in the "Additional County Conditions of Approval" section of the Arlington County Artisphere Facilities Use Application and Agreement.

ATTACHMENT



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www.artisphere.com

ARLINGTON COUNTY ARTISPHERE
FACILITIES USE APPLICATION AND AGREEMENT

For Short Term Use of Arlington County Artisphere Venues and Facilities for Not More Than Four Days by a Government,
Corporate, or Non-profit Entity, and any Ticketed Rental Event
(This Application and Agreement must be completed in full)

1. APPLICANT

Applicant: _____ Type of legal entity _____
Full Name of Person Authorized to Sign
This Agreement on Behalf of Applicant: _____ Phone No.: _____
Cell Phone No.: _____
Applicant Address: _____ Fax No.: _____
(Street) _____ Fed. Tax ID No.: _____
(City/State/Zip Code) _____
Applicant E-mail: _____ Estimated No. of Attendees: _____
Name of Applicant's Emergency Contact: _____ Phone No. _____

2. ACTIVITY OR EVENT

General Description of Proposed Activity/Event:

Title (if any) of Event: _____

3. REQUESTED TIMES & DATES OF ACTIVITY/EVENT

Table with 5 columns: Date, Start Time, (Circle One), End Time, (Circle One). Rows for 1st Day, 2nd Day, 3rd Day, 4th Day.

Start and End Times must include all set up, breakdown and clean up time.

4. REQUESTED VENUE/LOCATION OF ACTIVITY/EVENT

- Lower Level Town Square Upper Level Town Square Lower Ballroom Mezzanine Gallery (Upper Ballroom)
Terrace (Art) Gallery Prep Room Front Terrace* Side Terrace*
Black Box Theatre Dressing Room 1 Dressing Room 2 Bijou Theatre
Dome Theatre Spectrum Theatre Education Lab Classroom Full Facility

* May be used only in conjunction with an interior space.

5. DETAILS OF REQUESTED ACTIVITY/EVENT

For each requested facility/location, describe below (or on a separate dated and signed sheet of paper) all significant details regarding the proposed activity/event, including (e.g.) equipment (County and/or User) desired to be used, requests for County staffing, and any special or unusual needs/requirements of Applicant.

Admission will be by: Admission Fee Donation/Pay What You Can Free
Will ticketing be required? Yes No
Are there any unpaid fees owed to the County by the Applicant for Applicant's prior use of any Artisphere venue? Yes No

Will food and/or beverages be served? Yes No If yes, describe when, where and by whom (must be from list of approved caterers; the list of approved caterers and information on how caterers can be added to the list, is available in the County's Purchasing Office at 2100 Clarendon Boulevard, Arlington, Virginia)?:

Will an ABC license be required? Yes No If yes, who will apply for the ABC license and in whose name will it be?: _____

Will advertisements/brochures be distributed for the activity/event? Yes No If yes, describe when, where and by whom: _____

Additional County conditions of approval attached? Yes No

6. DEPOSIT AND FEES

An initial deposit of \$ _____ (equal to fifty percent (50%) of the total fees listed below), payable to the Treasurer of Arlington County, Virginia, must be received by the County to confirm the reservation of the date(s) and time(s) for use of the Artisphere venue(s). Any refund of fees or rescheduling of dates after the Cancellation Date will be consistent with the Section 7 below. All fees charged will be consistent with the Artisphere Facility Rental Fees Rate Sheet effective on the date this Agreement is signed by the County. The total fees to be charged to Applicant/User are stated below. This Application and Agreement must be signed in Section 8 below by Applicant and the County to become a binding contract. Neither the County nor the Applicant shall have any liability or obligation to the other until this Application and Agreement is fully executed by both parties. Final payment of all fees must be remitted to Artisphere staff at the Artisphere, and paid by cash, money order, credit card (Visa or Mastercard only), certified or cashier's check, personal check, or organization check (all checks made payable to the Treasurer of Arlington County, Virginia) at least twenty-one (21) days prior to the scheduled activity or event. If a check is returned for insufficient funds, then the Applicant will be charged a returned check fee of \$50 as provided in Section 27-7 of the Arlington County Code, and payment via certified or cashier's check will be required for future use of Artisphere venues or facilities. If fees remain unpaid after the due date, then the reservation shall be automatically revoked by the County, the deposit forfeited to the County (without refund to the Applicant), and the event will not be permitted to take place.

Total fees (venue, staff & other fees, less discounts): \$ _____ Cancellation Date (21 days prior to the scheduled event): _____

7. CANCELLATION DATE/REFUNDS

All cancellation requests must be made by Applicant to County in writing. The last date to cancel User's scheduled event with full refund of the deposit is seventy-six (76) days prior to User's scheduled event. Cancellations between seventy-five (75) days and forty-six (46) days prior to User's scheduled event shall receive a 50% refund of the deposit. Any cancellation made forty-five (45) or fewer days prior to User's scheduled event will result in no refund of the deposit. Any amounts paid by the User to the County in addition to the deposit shall be fully refundable until twenty-one (21) days (inclusive) prior to the User's scheduled event.

8. CONTRACT/AGREEMENT BETWEEN APPLICANT AND COUNTY

By signing this Application and Agreement, below, the Applicant: 1) enters into a binding contract with the County for permission to use the Artisphere venue(s) during the date(s) and time(s) stated herein; 2) agrees to pay to the County the initial deposit and the total fees listed in Section 6, above; 3) acknowledges receipt of a copy of the attached *Artisphere Rules, Regulations and Conditions of Use* ("Rules"); and 4) agrees to be bound by, and strictly comply with, this Application and Agreement, the Rules, and the current Artisphere Facility Rental Fees Rate Sheet; 5) agrees to indemnify and hold harmless the County Board of Arlington County, Virginia, the owner of the building in which the Artisphere is located, and their respective officers, directors, members, agents and all employees and volunteers, per the provisions of Section IV of the attached Rules; 6) accepts liability for control of the reserved area(s) until the activity or use is completed; and 7) agrees to comply with all Americans with Disabilities Act (ADA) requirements, and recognizes that it is the Applicant's responsibility to supply ADA required assistance for the event. If the Applicant fails to strictly comply with this Application and Agreement and the Rules, then the County may terminate, revoke, or cancel the permission, without liability or further obligation to the County. The Applicant is also sometimes referred to herein and in the Rules as the "User".

Applicant's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Legal Entity: _____

County's Signature: _____ Date: _____

Printed Name: _____ Title: _____

9. RESCHEDULE OF ACTIVITY/EVENT BY APPLICANT (for Artisphere Staff Use Only)

NOTE: Reschedules after the Cancellation Date require a rescheduling fee of two hundred and fifty dollars (\$250) payable by User prior to reschedule.

Rescheduled date(s): _____

Revised Cancellation Date: _____ Revised Fees due date: _____

Reschedule approved by (name): _____

County Signature: _____ Date: _____

Applicant's Signature: _____ Date: _____

ADDITIONAL COUNTY CONDITIONS OF APPROVAL (for Artisphere Staff Use Only)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

FEES WORKSHEET (for Artisphere Staff Use Only)

<u>Venue Fees</u>	<u>Hr. /Block Rate</u>		<u>No. Hrs./Blocks</u>		<u>Fee</u>
_____	\$ _____ / hr(s)	x	_____	=	\$ _____
_____	\$ _____ / hr(s)	x	_____	=	\$ _____
_____	\$ _____ / hr(s)	x	_____	=	\$ _____
_____	\$ _____ / hr(s)	x	_____	=	\$ _____
Additional Hour(s)					
_____	\$ _____ / hr(s)	x	_____	=	\$ _____
_____	\$ _____ / hr(s)	x	_____	=	\$ _____
_____	\$ _____ / hr(s)	x	_____	=	\$ _____
_____	\$ _____ / hr(s)	x	_____	=	\$ _____

Less Venue Fee Discounts Applied (if any)

_____	%	=	\$ _____
_____	%	=	\$ _____
_____	%	=	\$ _____
_____	%	=	\$ _____

<u>Staff Fees</u>	<u>Hourly Rate</u>		<u>No. of Staff</u>		<u>No. Hrs.</u>		<u>Fee</u>
Facility Management Staff (Includes Ushers, Box Office Staff, Coat Check, Greeters, Helpers, Stage Hands, Tech Staff, Set-up and Break-down)	\$ _____ /hr	x	_____	x	_____	=	\$ _____
Stage Managers, Technical Directors	\$ _____ /hr	x	_____	x	_____	=	\$ _____
Piano Tuning						=	\$ _____

Other Fees (Describe)

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

TOTAL FEES \$ _____

ARTISPHERE RULES, REGULATIONS AND CONDITIONS OF USE ("RULES")

The following Rules have been formulated for the safety and well-being of all users of the Artisphere and building within which the Artisphere is located (hereinafter "Building"). Adherence to these Rules by all users contributes to safe use, occupancy and enjoyment of the Artisphere and the building. Any violation of the Rules by a User that continues after notice from the County, or its Landlord, to promptly stop and/or remedy the violation, may, at the option of the County, result in the immediate termination of User's right to use of that portion(s) of the Artisphere that User has contracted with the County to use ("Artisphere venue"), and termination, revocation or cancellation of the User's contract, without refund to the User and without obligation or liability to the County and the Landlord, their respective officers and employees.

The County and its Landlord may, upon written request (a written request includes requests received by email) by any User, waive compliance by such User of the following Rules that specify therein that such Rule may be waived, or otherwise provide that the consent of the County and the Landlord are required, provided that: (a) no waiver or consent shall be effective unless it is in writing and signed by the Executive Director of the Artisphere (the "Executive Director"), or his designee, and the property manager for the County's Landlord (the "Property Manager"), (b) no waiver or consent shall relieve any User from the obligation to comply with any of the Rules in the future, unless expressly consented to by the Executive Director and Property Manager; and (c) no waiver or consent granted to a User shall relieve any other User from the obligation of complying with the Rules, unless such other User has received a waiver or consent in writing from the Executive Director and Property Manager. All waivers and consents shall be granted in the sole and absolute discretion of the County and its Landlord. The Executive Director shall endeavor to respond to all requests for waivers and/or consents within ten (10) business days of receipt of such requests.

The County is the Tenant under a lease between the County Board of Arlington County, Virginia, as Tenant, and 1101 Wilson Owner, LLC, as Landlord, dated November 20, 2008, as amended. Any User may request a copy of the Lease, as amended. All requests shall be directed to the Executive Director, or his designee.

I. RULES AND REGULATIONS

1. The common areas of the building and of the Artisphere shall not be obstructed or encumbered by any User or used for any purposes other than ingress and egress to and from an Artisphere venue.
2. Except in connection with use of the Terrace Area, no awnings or other projections shall be attached to the outside walls of the building without the consent of the County and the Landlord. No drapes, blinds, shades or screens shall be attached to, or hung in, or used in connection with, any window or door of the Artisphere, without the consent of the County and the Landlord. Any permitted curtains, blinds, screens and other fixtures shall be of a quality, type, design and color acceptable to the County and its Landlord and shall be attached in a manner approved by the County and the Landlord.
3. Users shall not install, exhibit, place, inscribe, paint, or affix any sign, advertisement, or notice anywhere within the Artisphere or the Building, or on the exterior of the Building. However, a User may, install, exhibit, place, inscribe, paint, or affix a sign, advertisement, or notice within the Artisphere with the consent of the County. Under no circumstances shall a User install, exhibit, place, inscribe, paint, or affix (or permit others to do so) any sign, advertisement, notice or other lettering within two (2) feet from the exterior glass of the building. In the event of any violation of the foregoing by any User, the County or its Landlord may immediately remedy the violation without any liability, and may charge to the User the expense of the remedial action.
4. No show cases or other articles shall be put in front of, or affixed to, any part of the exterior of the building, nor placed in the common areas of the building or the Artisphere.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. No User shall throw anything out of the doors or windows or down any corridors or stairs of the Artisphere venue, the Artisphere, or the building.
6. There shall be no marking, painting, drilling into, or other defacing of, or damage to, any part of the exterior of the building or the common areas of the Building. No boring, cutting or stringing of wires shall be permitted. User shall not, without the prior written consent of the County and the Landlord, mark, paint, drill into, bore, cut or string wires, deface or damage any part of the Artisphere or Artisphere venue (i.e. inside the Artisphere). Users shall not construct, maintain, use or operate, on the exterior of the building, any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except on public sidewalks or the public right-of-way, during regular business hours of any weekday (i.e., before 6:00 p.m.). Any such construction, maintenance, use and operation a loud speaker system or other sound system must also be consistent with all applicable County regulations and ordinances.
7. Users shall not make or permit to be made any disturbing noises or disturb or interfere with other occupants of the building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, whistling, singing or any other way.
8. Other than theatre props or service animals, no bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept in or about the Artisphere venue, the Artisphere, or the building.
9. Unless specifically permitted by the User's contract with the County, User shall not keep or maintain any inflammable, combustible or explosive fluid, chemical or substance in the Artisphere venue, the Artisphere, or the building.
10. User shall keep the doors leading to the corridors or main halls of the building closed during business hours (currently 7:00a.m. to 6:00p.m. on Monday through Friday (excluding County holidays) and 9:00 a.m. to 1:00 p.m. on Saturday (excluding County holidays), and such other hours, if any, as the Landlord from time to time determines) except as they may be used for ingress and egress.
11. The requirements of the County as Tenant will be attended to by the Landlord only upon application at the office of the Building. Building employees have been instructed not to perform any work or do anything outside of their regular duties, except with special instructions from the management of the Building.
12. Except within the Artisphere venue, canvassing, soliciting and peddling in the building is prohibited. The foregoing shall not prohibit the User from distributing flyers or other advertisements in the main building lobby with respect to the User's permitted activities approved by the County.
13. Mats, trash and other objects shall not be placed in the public corridors or the common areas of the building.

14. No smoking is permitted in any of the common areas of the building, or anywhere in the Artisphere or Artisphere venues (including the Terraces). All cigarettes and related trash shall be disposed of in trash receptacles designed for such purposes, and not on any sidewalk, right-of-way, parking lot or grass.
15. No space in or around the building exterior shall be used for the manufacture, storage, sale or auction of merchandise goods or property of any kind, except that the User shall be entitled to use the Artisphere venue, consistent with the terms of User's contract with the County, for the creation and sale of fine arts and crafts, including the sale of promotional materials, and for artists' demonstrations.
16. The Landlord shall have the right to prohibit any advertising by any User that constitutes a defamatory statement with respect to Landlord (or Landlord's building) or any other User or tenant in the building. Upon written notice from the Landlord, such User shall refrain from and discontinue such advertising.
17. User shall be solely responsible for acceptance of all deliveries to an Artisphere venue, the Artisphere, or the building. User shall coordinate the timing and method of all deliveries with the Artisphere's Facilities Manager. User shall have a person on site to verify and acknowledge receipt of all User's deliveries. The County and its Landlord have no responsibility, obligation or liability with respect to any deliveries of or for the User.
18. The User shall neither move nor disturb any furniture or exhibited artwork, nor permit others to do so.

RULES AND REGULATIONS APPLICABLE ONLY TO THE ARTISPHERE BUILDING (AND NOT SPECTRUM THEATRE)

19. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description through the main building lobby, shall take place in such manner and during such hours as the County and its Landlord may reasonably require upon advance written notice to the User. The User shall communicate and coordinate with the Executive Director in connection with the removal or carrying in or out of such items. The County and its Landlord reserve the right (but shall not have the obligation) to inspect all freight brought into the building, and the right to exclude from the building all freight which violates any of these Rules, the User's contract with the County or applicable laws, ordinances, or regulations.
20. No hand trucks, except those equipped with rubber tires and side guards, shall be used to deliver or receive any goods or materials to or from any space or in the common areas of the building, either by the user or its agents or contractors.
21. Access plates to under floor conduits shall be left exposed. Where carpet is installed, carpet shall not be cut around the access plates.
22. Throwing rice, confetti, birdseed, rose petals or anything of a similar nature is prohibited anywhere in the Artisphere venue (including the Terraces), the Artisphere, or the building.
23. User agrees that it shall not violate any provisions of the County's Lease with the County's Landlord governing use or occupancy of the Demised Premises.
24. User agrees that the terms of Section 33.B. (Indemnification and Hold Harmless) and Section 39.B. (Hazardous Materials) of the County's Lease with the County's Landlord shall apply to the User. Upon the User's request, the County will provide a copy of the County's Lease with the County's Landlord, including all amendments thereto, to the User.
25. Nothing in this Application and Agreement shall release the County from its obligations as a Tenant under the County's Lease with the County's Landlord.

II. TICKETING

1. Unless otherwise agreed to in writing by the Executive Director, all tickets for any scheduled activity or event shall be issued only through the Artisphere ticketing system. The User shall set prices for its tickets. The County will add two dollars (\$2) to the face amount (i.e. the price) of each ticket sold by the County. This additional charge will be used to defray the cost of the County ticketing system. If the County has already remitted monies to the User for any tickets sold, which tickets are thereafter presented for a refund or exchange, then the User shall, upon demand from the County, refund to the County the portion of the remitted monies attributable to the refunded or exchanged tickets within fourteen (14) days of the demand from the County. If any scheduled event is cancelled for any reason, then the User shall, upon demand from the County, refund to the County all remitted monies attributable to the tickets sold for the cancelled scheduled event within fourteen (14) days of the demand from the County. Unless otherwise agreed to in writing by the parties, the County shall remit to User all monies from ticket sale, less applicable fees and cost, within seven (7) days after the activity or event is completed.
2. In no event shall the User sell or dispose of, or permit to be sold or disposed of, tickets, or other documents, authorizing admission to more persons than authorized by the certificate of capacity for the specific portion(s) of the Artisphere wherein the event or activity is permitted to occur. In no event shall the User admit a larger number of persons (irrespective of whether tickets are required for admission) in the specific portion(s) of the Artisphere wherein the event or activity is permitted to occur, than authorized by the certificate of capacity for the specific portion(s) containing the event or activity, in accordance with, and as determined by, the County Fire Marshal, the Fire Code of Arlington County, the fire laws of the Commonwealth of Virginia, and all other applicable laws, ordinances, and regulations of any nature, regardless of whether such persons have valid ticket(s).

III. CONCESSIONS; MERCHANDISING; ALCOHOLIC BEVERAGES

1. User shall not sell, or permit others to sell, any merchandise and/or promotional material or permit any third party to do so on the User's behalf, directly or indirectly, within an Artisphere venue, the Artisphere, or the building, in connection with any scheduled event, without the prior written consent of the Executive Director, which consent shall be in the Executive Director's sole and absolute discretion, nor in the building (other than in the Artisphere) without the consent of the County's Landlord, in its sole and absolute discretion. The location and time of any sale of merchandise and/or promotional material also shall be in the sole and absolute discretion of the Executive Director or the County's Landlord, as applicable. The sale of such merchandise and/or promotional materials shall be conducted in such a manner as to not create undue noise or disturb other User's performances or invitees of the County. User, and not the County nor the Landlord, shall be responsible and liable for safekeeping and storage of the inventory, merchandise and promotional materials.
2. The User must use a Caterer from the Artisphere's Approved Catering list. The User or its contractor shall: (i) obtain and maintain all required license(s) from the Virginia Department of Alcoholic Beverage Control; (ii) provide a copy of such license or licenses to the Executive Director prior to any scheduled events at which alcoholic beverages are to be sold or provided by the User or its contractor; (iii) maintain a liquor liability insurance policy naming the County Board of Arlington County, Virginia, as an additional insured, for any scheduled event at which alcoholic beverages are to be sold or provided by the User or its contractor; and (iv) provide a copy of such liquor liability insurance policy to the Executive Director prior to any scheduled event at which alcoholic beverages are to be sold or provided by the User or its contractor.

3. User, and not the County, shall be solely responsible for obtaining all applicable licenses, permits and authorizations that are required by any law or regulation for any of the User's activities within an Artisphere venue or the Artisphere, including, but not limited to, Virginia Department of Alcoholic Beverage Control licenses, concessionaires, retail business, and peddlers licenses.
4. User, and not the County, shall be solely responsible for complying with all laws regarding the collection and payment of all federal, state, or local taxes applicable to the User's use of an Artisphere venue and the User's activities therein. Such taxes may include, without limitation, sales and use taxes, business license taxes, and taxes arising out of ticket, merchandise, and food and beverage sales.
5. Before using any portion of an Artisphere venue, the User shall inquire with the appropriate taxing and assessing officials about all applicable tax and license requirements.
6. All taxes that are based on gross receipts shall be without deduction of any sums paid by the User to the County and any sums retained by the County pursuant to the terms of User's contract with the County, or otherwise.

IV. LIABILITY; INDEMNIFICATION

1. User shall be liable for the conduct of all its vendors, employees, agents, business invitees, customers, clients and guests, and is liable for all damage caused by such persons, including, but not limited to, bodily injuries, damages to an Artisphere venue, the Artisphere, or the building.
2. User, its vendors, employees, agents, business invitees, customers, clients and guests shall be, under all circumstances, solely liable for the safekeeping of all of their respective personal property while such property is placed in an Artisphere venue, the Artisphere, or the building. Neither the County nor its Landlord shall have any liability to any person or entity for any damage to, or loss of, personal property in an Artisphere venue, the Artisphere, or the building.
3. User acknowledges that the County, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, special, consequential, punitive, or otherwise, as a result of any claim relating to the User's use of an Artisphere venue.
4. User represents and warrants that the scheduled event, and all related activities, are legally permitted and that all necessary licenses (including, but not limited to, any applicable music license fee, performance license fee, and alcoholic beverage control license fee) have been or will be properly and timely obtained for the scheduled activity or event.
5. User agrees to defend, indemnify, and hold harmless the County, the County's Landlord, and their respective elected and appointed officials, officers, directors, members, employees, contractors, agents, successors and assigns, from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property that occurs: (1) in any Artisphere venue; or (2) in any part of the Artisphere or the building, that is caused by (a) the negligence or willful misconduct of the User, its agents, contractors, employees, customers, or invitees; (b) the User's use and occupancy of any Artisphere venue or the business conducted therein or the User's presence in the Artisphere or building; (c) the making by the User of any alterations to the Artisphere or any Artisphere venue; (d) any act or omission of the User or its agents, contractors, employees, customers, or invitees; and (e) any breach or default by the User in the observance or performance of terms or conditions of User's contract to use any Artisphere venue, including, but not limited to, the rules, regulations and conditions of use set forth herein. The indemnification in this section shall survive the expiration or termination of User's contract to use any Artisphere venue.
6. User hereby agrees to indemnify and hold the County's Landlord and its shareholders, members, partners, contractors, licensees, invitees, ground lessors and the holder of any mortgage or deed of trust secured by the building, and their respective employees, agents, officers and directors, harmless from and against all costs, damages, claims, liabilities and expenses, including attorneys' fees, suffered by or claimed against the Landlord, directly or indirectly, based on, arising out of or resulting from: (1) the User's use and occupancy of any Artisphere venue or the business conducted herein or the User's presence in the Artisphere or building; (2) the making by the User of any alterations to the Artisphere or any Artisphere venue; (3) any act or omission of the User or its employees, agents or invitees; and (4) any breach or default by the User in the observance or performance of terms or conditions of User's contract to use any Artisphere venue, including, but not limited to, the terms the rules, regulations and conditions of use set forth herein. The indemnification in this section shall survive the expiration or termination of User's contract to use any Artisphere venue.
7. The User's contract with the County for use of an Artisphere venue(s) is subject and subordinate to the County's Lease with the County's Landlord. Notwithstanding any provision of the User contract with the County to the contrary, a User contract with the County for use of Artisphere venues shall automatically terminate upon the expiration or earlier termination of the County's Lease with its Landlord, with no liability to the County or the User. If a User contract is automatically terminated due to the expiration or earlier termination of the County's Lease, the County shall refund to User all portions of the total fees already paid to the County by the User.
8. All County's obligations under the User's contract are subject to appropriation of funds by the County Board of Arlington County, Virginia for the operation and maintenance of the Artisphere. In the event that funds are not appropriated at the beginning of the County's fiscal year for the operation and maintenance of the Artisphere, then the User's contract shall become null and void and shall terminate on the last day of the County's fiscal year for which appropriations were received for such purpose. Upon such termination, the County shall refund to the User all portions of the total fees already paid to the County by User, and thereafter the county shall have no other liability whatsoever to the User.
9. The County may require the User to obtain an insurance policy insuring against personal injury and property damage resulting from the User's event, and to provide a certificate of insurance naming "the County Board or Arlington County, Virginia, its elected and appointed officials, employees, and agents" as additional insureds. Such insurance requirements, if applicable, will be noted in the "Additional County Conditions of Approval" section of the Arlington County Artisphere Facilities Use Application and Agreement.