

# **MINUTES FOR APPROVAL**

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

**November 17, 2012**

**Regular Meeting**

A Regular Meeting of the County Board of Arlington County, Virginia, held in Room 307 of 2100 Clarendon Boulevard thereof on Saturday, November 17, 2012, 2012 at 8:34 a.m.

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

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

\*arrived at 8:36 a.m.

\*\*arrived at 8:35 a.m.

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#### **ANALYSIS OF CONTINGENT ACCOUNTS**

The Board received a Summary of Fiscal Year 2013 Contingent Accounts showing balances of \$500,000 in General and \$7,563,056 in Affordable Housing Investment Fund as of November 14, 2012.

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#### **PUBLIC COMMENT**

Mr. Atkins asked for validation that the County is properly obeying federal arbitrage rules regarding bond premiums.

Ms. Clement voiced her concerns about enforcement of the revised sign ordinance in regards to political signs on median strips.

Mr. Swallow promoted the free video "Uprooting the Leading Causes of Death" and urged for it to be available in the Arlington County's Library collection.

Ms. Sheehan expressed her concerns regarding selling the historic Reeves farm for use as a private home.

Mr. Duncan, who runs the charity "Wheels to Africa," asked the Board to dedicate the second Saturday in December to this cause. He also asked the Board for suggestions as to what the group could do to obtain more bicycles and spread the word about the cause.

Mr. Hurysz requested to know what is included in the memorandum of understanding between the owner and redeveloper of Park Shirlington and the County. He also asked why information about the bus rapid transit (BRT) option is not readily available, and suggested the BRT is a better option than the proposed streetcar.

Mr. Robinson, Co-owner of the Twisted Vines Bistro and Wine Shop on Columbia Pike, came forward to express his support of the proposed Columbia Pike streetcar.

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**CONSENT ITEMS (ITEMS 1-26) CITIZENS INTERESTED IN REMOVING AN ITEM FROM THE CONSENT AGENDA MUST SUBMIT A SPEAKER SLIP TO THE CLERK AT THE SATURDAY, NOVEMBER 17, 2012, MEETING BEFORE 9 A.M. PUBLIC TESTIMONY ON REMOVED ITEMS WILL**

**OCUR AT THE RECESSED MEETING ON TUESDAY, NOVEMBER 27, 2012, AT 6:30 P.M. (NO TESTIMONY TAKEN ON SATURDAY).**

A motion was made by CHRISTOPHER ZIMMERMAN, Member, seconded by JAY FISETTE, Member to approve the County Manager's recommendation for all consent items except items #5, #6, #9, #18 and #21, which will be subject to full hearing at the November 27, 2012 County Board recessed meeting. The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

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**SITE PLANS/AMENDMENTS/REVIEW**

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**1. SP-13-U-12-1 USE PERMIT ASSOCIATED WITH A SITE PLAN FOR PUBLIC UTILITY/TELECOMMUNICATIONS FACILITY FOR VERIZON WIRELESS; LOCATED AT 1600 S. EADS ST. (RPC# 35-011-007).**

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-13-U-12-1 on file in the Office of the Zoning Administrator for a use permit associated with site plan #13 for the parcel of real property located at 1600 S. Eads St. (RPC# 35-011-007), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to the conditions of the staff report.

Proposed Conditions:

1. The applicant agrees that the telecommunications facility, consisting of 15 new antennas and a related equipment shelter, will be constructed as shown on the plans dated 4/11/2012, prepared by Morris & Ritchie Associates, Inc., and entitled Verizon Wireless South Fern Street. The applicant agrees that any future installation of antennas or equipment cabinets shall be subject to review, and approval, by the County Board. Replacement of antennas of identical size to existing antennas, and that meet all conditions of this site plan approval, may be approved by the Zoning Administrator. [Clerk's note: as set forth in the document entitled "Addendum-11-17-12-A- SP-13-U-12-1" attached for the public record to these minutes.]
2. The applicant shall identify a community liaison that shall be available to address any concerns regarding the facility operation. The name, telephone, and e-mail address of the liaison shall be provided to the Aurora Highlands Civic Association, and the Zoning Administrator before any antennas are installed on the building.
3. The applicant agrees that any existing non-functioning antennas on the roof of the building shall be removed before installation of the proposed new antennas. The applicant further agrees that, in the future, any antennas on the site shall be removed within ninety (90) days after cessation of use.
4. The applicant agrees that the proposed antennas shall be of an unobtrusive color so as to blend in to the sky when viewed from below, and the proposed rooftop equipment cabinet and related utility connection equipment shall match the exterior appearance and color of the existing building.

Board Report #1

Addendum-11-17-12-A- SP-13-U-12-1

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**2. BERGMAN'S**

- A. GP-322-11-1 General Land Use Plan Amendment to amend the GLUP designation for the two (2) blocks generally bounded by Lee Hwy., N. Veitch St., 21st St. N., and the VDOT right-of-way for I-66 from "Low-Medium" Residential (16-36 units/acre) to "Low" Office-Apartment-Hotel (up to 1.5 FAR office; up to 72 units/acre residential; up to 110 units/acre hotel).
- B. Z-2542-12-4 Rezoning from "C-2" Service Commercial--Community Business Districts and "R-5" One-Family, Restricted Two-Family Dwelling Districts to "C-O-1.5" Commercial Office Building, Hotel and Apartment Districts for the property located at 2145 & 2147 Lee Hwy., 2001 & 2005 N. Uhle St., 2114, 2118, 2122 20th St. N., vacated right of way of 2100 block of 20th St. N. (RPC# 15-005-001, -003 through -009, 15-002-005 through -007, 15-003-006 through -008).
- C. SP #420 Site Plan consisting of up to 202 dwelling units, and 13,257 G.F.A. of retail; located at 2145 & 2147 Lee Hwy., 2001 & 2005 N. Uhle St., 2114, 2118, 2122 20th St. N., vacated right of way of 2100 block of 20th St. N. (RPC# 15-005-001, -003 through -009, 15-002-005 through -007, 15-003-006 through -008).
- D. Enactment of an ordinance to vacate: 1) an easement for public utilities purposes, of 15 feet in width, located north of and abutting, Part Lots 18, 19, 21 and Lot 20, Clifton, running southwest from the intersection of North Uhle Street and North Veitch Street (RPC #15-005-009); and 2) a portion of 20th Street North abutting Part Lots 2, 3, 4 and Lot 10 (RPC #15-002-005, #15-002-006, #15-002-007) to the south, and abutting Part Lots 17 and 18 (RPCs #15-003-007 and #15-003-008) to the north, Drury's Clifton, running east of North Uhle Street, with Conditions.

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the subject General Land Use Plan amendment, rezoning, site plan, and vacation requests to the November 26, 2012, Planning Commission and December 8, 2012, County Board meetings.

[Board Report #2](#)

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**3. 1720 SOUTH EADS STREET**

- A. Z-2563-12-1 Rezoning from "CM" Limited Industrial Districts to "C-O-Crystal City" Commercial Office Building, Retail, Hotel, Multiple-Family Dwelling Districts; located at 1720 S. Eads Street (RPC# 35-011-001).
- B. SP#424 Site Plan to construct an approximately 210,918 sq. ft. residential building and modification of zoning ordinance requirements to include bonus density for LEED Silver, density exclusion for vertical shafts, reduced parking ratio, streetscape, building height, and other modifications as may be necessary to achieve the proposed development plan; located at 1720 S. Eads Street (RPC# 35-011-001).

- C. Enactment of an ordinance to permit the encroachment of a portion of a below grade electrical vault into two adjacent easements for public street and utilities purposes on the west side of South Eads Street, north of the intersection of South Eads Street and 18th Street South, and on the eastern side of a parcel Known as 1720 South Eads Street (RPC# 35-011-001), with Conditions.

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the subject rezoning, site plan, and encroachment requests to the December 8, 2012 County Board meeting.

[Board Report #3](#)

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**USE PERMITS REQUEST/REVIEWS/AMENDMENTS**

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**4. CLARENDON LIVE ENTERTAINMENT**

- A. SP# 194 Site Plan Amendment Review for live entertainment and dancing; located at 3100 Clarendon Blvd. (Mr. Days, RPC# 19-002-007).
- B. SP# 194 Site Plan Amendment Review for live entertainment and dancing; located at 3100 Clarendon Blvd. (Sobe, RPC# 19-002-007).
- C. SP# 298 Site Plan Amendment Review for live entertainment; located at 3101 Wilson Blvd. (American Tap Room, RPC# 15-071-031).
- D. SP #333 Site Plan Amendment Review for live entertainment; located at 3100 Washington Blvd. (Lyon Hall, RPC# 19-006-196).
- E. SP # 362 Site Plan Amendment Review for live entertainment and an outdoor menu box; located at 2900 Wilson Blvd. (La Tasca, RPC# 18-011-008).
- F. SP # 397 Site Plan Amendment Review for live entertainment and dancing; located at 3028 Wilson Blvd. (Hard Times Cafe, RPC# 18-012-003).
- G. U-2776-93-1 Use Permit Review for live entertainment; located at 3114 10th St. N. (Jay's Saloon, RPC# 19-007-005).
- H. U-2861-95-1 & U-2886-96-3 Use Permit Review for live entertainment and outdoor seating; located at 2854 Wilson Blvd. (Whitlow's on Wilson, RPC# 18-010-008).
- I. U-2984-00-1 Use Permit Review for live entertainment; located at 3185 Wilson Blvd. (Clarendon Ballroom, RPC# 15-075-003).
- J. U-3310-11-2 Use Permit Review for live entertainment; located at 2933 Wilson Blvd. (Mexicali

Blues, RPC# 15-066-019).

- K. U-3114-04- Use Permit Review for live entertainment; located at 3207 Washington Blvd. (O'Sullivan's, RPC# 15-078-001).
- L. U-3125-05-1 Use Permit Review for live entertainment; located at 2915 Wilson Blvd. (RiRa, RPC# 15-066-002).
- M. U-3134-05-2 Use Permit Review for live entertainment; located at 1041 N. Highland St. (Eleventh Street Lounge, RPC# 18-026-004)
- N. U-3233-09-1 Use Permit Review for live entertainment and dancing; located at 3171 and 3181 Wilson Blvd. (Spider Kelly's, RPC# 15-075-002).
- O. U-3250-10-1 Use Permit Review for live entertainment; located at 3211 Wilson Blvd. (Northside Social, RPC# 15-089-001).
- P. U-2791-93-1 Use Permit Review for live entertainment; located at 2830 and 2832 Wilson Blvd. (IOTA, RPC# 18-010-005 and -006)
- Q. U-3322-11-1 Use Permit Review for comprehensive sign plan and restaurant providing live entertainment; located at 3165 Wilson Boulevard (Eventide Restaurant, RPC# 15-075-001).

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

- A., B., C., D, & F: Adopted the attached ordinance for site plan amendments for temporary approval for two (2) years (November 30, 2014) for live entertainment (with dancing where stated in the above subject listing), subject to all previously approved conditions and to the proposed conditions in this report applicable only to the live entertainment uses. These site plan amendments will be subject to an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014), and with one (1) additional condition specifying that the use is temporary and will expire in 2014 unless renewed by the County Board.
- E: Adopted the attached ordinance for a site plan amendments for temporary approval for one (1) year (November 30, 2013) for live entertainment, subject to all previously approved conditions and to the proposed conditions in this report applicable only to the live entertainment uses. This site plan amendment will be subject to an administrative review in six (6) months (May 2013) and a County Board review in one (1) year (November 2013), and with one (1) additional condition specifying that the use is temporary and will expire in 2013 unless renewed by the County Board.
- G. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-2776-93-1 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment for the parcel of real property located at 3114 10th St. N. (Jay's Saloon, RPC# 19-007-005), 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 an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014).
- H. Adopted the following ordinance:

BE IT ORDAINED that, pursuant to application U-2861-95-1 & U-2886-96-3 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment and outdoor seating for the parcel of real property located at 2854 Wilson Blvd. (Whitlow's on Wilson, RPC# 18-010-008), 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 an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014).

- I. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-2984-00-1 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment for the parcel of real property located at 3185 Wilson Blvd. (Clarendon Ballroom, RPC# 15-075-003), 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 an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014).
- J. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-3310-11-2 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment for the parcel of real property located at 2933 Wilson Blvd. (Mexicali Blues, RPC# 15-066-019), 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 an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014).
- K. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-3114-04 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment for the parcel of real property located at 3207 Washington Blvd. (O'Sullivan's, RPC# 15-078-001), 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 an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014).
- L. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-3125-05-1 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment for the parcel of real property located at 2915 Wilson Blvd. (RiRa, RPC# 15-066-002), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previous conditions with an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014).
- M. Discontinued U-3134-05-2 use permit for live entertainment at 1041 N. Highland St. (Eleventh Street Lounge, RPC# 18-026-004)
- N. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-3233-09-1 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment and dancing for the parcel of real property located at 3171 and 3181 Wilson Blvd. (Spider Kelly's, RPC# 15-075-002), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to all previous conditions with an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014).
- O. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-3250-10-1 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment for the parcel of real property located at 3211 Wilson Blvd. (Northside Social, RPC# 15-089-001), 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 an administrative review in one (1) year (November 2013) and a County Board review in two (2) years (November 2014).

P. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-2791-93-1 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment for the parcel of real property located at 2830 and 2832 Wilson Blvd. (IOTA, RPC# 18-010-005 and -006) 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 a County Board review in five (5) years (November 2017).

Q. Adopted the following ordinance:  
BE IT ORDAINED that, pursuant to application U-3322-11-1 on file in the Office of the Zoning Administrator for a use permit renewal for a comprehensive sign plan and live entertainment for the parcel of real property located at 3165 Wilson Boulevard (Eventide Restaurant, RPC# 15-075-001), 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 no further scheduled review of the comprehensive sign plan and an administrative review for the live entertainment in one (1) year (November 2013) and a County Board review of the live entertainment in two (2) years (November 2014).

[Clerk’s note: as set forth in the document entitled “Addendum-11-17-12-B- Clarendon Live Entertainment” attached for the public record to these minutes.]

[Board Report #4](#)

Addendum-11-17-12-B- Clarendon Live Entertainment

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**7. U-3010-01-1 USE PERMIT REVIEW FOR A TELECOMMUNICATIONS FACILITY FOR SPRINT PCS (AT WAKEFIELD HIGH SCHOOL SITE); LOCATED AT 4901 CHESTERFIELD RD (RPC# 28-017-001).**

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-3010-01-1 on file in the Office of the Zoning Administrator for a use permit renewal for the parcel of real property located at 4901 Chesterfield Rd (RPC# 28-017-001), approval is granted and the parcel so described shall be used according to the approval requested by the application, subject to the conditions of the staff report and with a one (1) year administrative review (November 2013) and no further scheduled County Board review. [Clerk’s note: there are no conditions listed in the staff report.]

[Board Report #7](#)

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**8. U-3297-11-1 USE PERMIT REVIEW AND AMENDMENT TO RENEW LIVE ENTERTAINMENT USE PERMIT AND TO AMEND THE USE PERMIT TO PERMIT AMPLIFIED LIVE ENTERTAINMENT ON ALL DAYS LIVE ENTERTAINMENT IS PERMITTED, FOR WESTOVER MARKET, LOCATED AT 5841-5877 WASHINGTON BLVD., (RPC# 10-027-013).**

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-3297-11-1 on file in the Office of the Zoning Administrator for a use permit renewal for live entertainment for the parcel of real property located at 5841-5877 Washington Blvd., (RPC# 10-027-013), 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 amended Condition #8 and deleting Condition #14, and with a County Board review in July 2013. [Clerk's note: text to be deleted is shown in strikethrough, text to be added is shown in underline.]

8. The applicant agrees that live entertainment is permitted only from April 1 to October 31 three days a week: on Wednesdays from 6 p.m. to 8 p.m.; and Fridays from 6 p.m. to 10 p.m., Saturdays from 5 p.m. to 9 p.m., and at no other times. Live entertainment shall not be amplified and shall not consist of electric or electronic instruments except on Fridays and Saturdays, ~~except as permitted in Condition #14~~. The applicant agrees that Westover Market shall provide the amplification equipment, including speakers, mixing board and any equipment that controls volume. Volume shall always be controlled by a Westover Market employee. Performers shall not be permitted to control the volume.

~~14. The use permit shall be subject to an administrative review in June 2012.~~

~~Upon completion of the administrative review, and provided the County Manager determines that the applicant has complied with all conditions of the use permit up to the time of the review, the applicant shall be permitted to have live entertainment using amplified musical instruments and related equipment including, but not limited to, speakers, a mixing board, and sound control equipment, on Saturday evenings only until the end of the 2012 season on October 31, 2012, and no further unless this use permit is further amended by the County Board, at the County Board's discretion, when the use permit is reviewed in November 2012. In accordance with the sound management plan, the applicant agrees to install a compression limiter or similar device that will automatically limit the decibels received at the nearest residential property line. Such device shall be installed before commencing amplified live entertainment performances. All other conditions of the use permits shall remain in effect. The County shall notify the Westover Village Civic Association and nearest neighbors identified in Condition #3 once a decision is made to allow the applicant to have live entertainment using amplified musical instruments.~~

[Board Report #8](#)

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**10. U-3345-12-1 USE PERMIT FOR A DORMITORY FOR SUSAN'S PLACE, LOCATED AT 3704 2ND ST. S. (RPC# 23-009-027) .**

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the subject application for a use permit for a dormitory for one (1) month to the December 8, 2012 County Board meeting.

[Board Report #10](#)

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**11. U-3349-12-2 USE PERMIT FOR LIVE ENTERTAINMENT AT EL SALVADOR RESTAURANT; LOCATED AT 4805 COLUMBIA PIKE (RPC# 23-006-001).**

On the consent agenda vote, after a duly advertised public hearing, the Board deferred consideration of the request for live entertainment for a period of six (6) months (until May 2013) to allow the applicant time to address the operational issues raised by the Police Department and the concerns raised by the surrounding civic associations.

[Board Report #11](#)

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**VACATIONS, EASEMENTS, RIGHTS OF WAY, ENCROACHMENTS & LEASES**

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**12. AUTHORIZATION TO ACCEPT A DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT FOR THE POTOMAC INTERCEPTOR PROJECT ON PORTIONS OF THE PROPERTIES LOCATED AT 1011 AND 1021 ARLINGTON BOULEVARD, ARLINGTON, VIRGINIA (RPC NOS. 17041PCA; 17042PCA; AND 17001012).**

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

1. Authorized the acceptance of the attached Deed of Temporary Easement and Construction Agreement for the Potomac Interceptor Project on portions of the properties located at 1011 and 1021 Arlington Boulevard, Arlington, Virginia (RPC Nos. 17041PCA; 17042PCA; and 17001012); [Clerk's note: as set forth in the document entitled "Addendum-11-17-12-C- Potomac Interceptor Project" attached for the public record to these minutes.]; and
2. Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the Deed of Temporary Easement and Construction Agreement, subject to approval as to form by the County Attorney.

[Board Report #12](#)

Addendum-11-17-12-C- Potomac Interceptor Project

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**13. APPROVAL OF A RIGHT OF WAY (EASEMENT) AGREEMENT AMONG THE COUNTY BOARD, ACTING AS THE ARLINGTON HEALTH CENTER COMMISSION, THE MEDICAL FACILITIES OF AMERICA XI (II), LIMITED PARTNERSHIP ("MFA"), AND VIRGINIA ELECTRIC POWER COMPANY ("DVP") FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC DISTRIBUTION FACILITIES, AND AUTHORIZATION TO EXECUTE AND ACCEPT DOCUMENTS(S) BY WHICH DVP WILL VACATE, QUITCLAIM OR EXTINGUISH AN EXISTING EASEMENT, ON ARLINGTON HEALTH CENTER COMMISSION-OWNED PROPERTY, KNOWN AS CHERRYDALE NURSING HOME, 3710 LEE HIGHWAY, ARLINGTON, VIRGINIA (RPC NO. 06-027-051).**

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

1. Approved the attached Right of Way (Easement) Agreement ("Agreement") among the Arlington Health Center Commission, MFA and Virginia Electric Power Company ("DVP") for the installation and maintenance of electric distribution facilities on Arlington Health Center Commission-owned property at 3710 Lee Highway, Virginia (RPC No. 06-027-051)("Cherrydale Nursing Home"). [Clerk's note: as set forth in the document entitled "Addendum-11-17-12-D- DVP Easement" attached for the public record to these minutes.]
2. Authorized the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute the Agreement and any related documents, and to execute and accept, on behalf of the Arlington Health Center Commission, document(s) by which DVP will vacate, quitclaim or extinguish an existing DVP easement on the Cherrydale Nursing Home property, subject to approval as to form of the Agreement and all such related documents by the County Attorney.

[Board Report #13](#)

Addendum-11-17-12-D- DVP Easement

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**ORDINANCES, PLANS AND POLICIES**

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**14. AMENDMENTS TO SECTIONS 11-5 AND 11-6 OF THE ARLINGTON COUNTY CODE AND SECTION 36 OF THE ARLINGTON COUNTY ZONING ORDINANCE RELATING TO PAYMENT OF DELINQUENT TAXES, FEES, AND OTHER CHARGES AS A CONDITION OF ISSUANCE OF A LOCAL BUSINESS LICENSE OR ANY TYPE OF LAND USE AUTHORIZATION.**

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the proposed amendments to Sections 11-5 and 11-6 of the Arlington County Code and Section 36 of the Arlington County Zoning Ordinance relating to payment of delinquent taxes, fees, and other charges as a condition of issuance of a local business license or any type of land use authorization. [Clerk’s note: text to be deleted is shown in strikethrough, text to be added is shown in underline].

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**BE IT ORDAINED** by the County Board of Arlington, Virginia that:

1. Section 11-5 of the Arlington County Code is amended as follows:

**§ 11-5. Procedure for Filing Business License Tax Returns; Reconciliation of Records and Monthly Reports.**

A. Except as provided by subsection B below, every person engaging in business under the provisions of this chapter shall file an annual business license tax return with the Commissioner of the Revenue as prescribed in §§ 11-8 and 11-10 of this chapter. The Commissioner of the Revenue shall furnish business license tax return forms which shall be properly and fully executed by the taxpayer and contain such information as may be required by the Commissioner of the Revenue. The Commissioner of the Revenue shall assess the license taxes and fees required by this chapter.

B. Notwithstanding the provisions of this article, a person shall not be required to file a business license application for a license year when the gross receipts attributed to the person’s definite place of business are ten thousand dollars (\$10,000.00) or less unless the business is also subject to taxation of business tangibles personal property taxation in an amount greater than fifteen dollars (\$15.00). In cases where a person engaged in a business, profession or occupation grosses ten thousand dollars (\$10,000.00) or less but is subject to business tangibles taxation of greater than fifteen dollars (\$15.00), said person shall file a return even if the gross receipts do not exceed ten thousand dollars (\$10,000.00).

C. No business license under this chapter shall be issued until the applicant has produced satisfactory evidence that all delinquent business license, real estate, personal property, meals, transient occupancy, severance and admissions taxes owed by the business to Arlington County have been paid which have been properly assessed against the applicant by Arlington County.

D. Any person who engages in a business without obtaining a required business license, or after being refused a business license, shall not be relieved of the tax imposed by this chapter and shall be subject to the penalties imposed by this chapter.

E. The Commissioner of the Revenue and the County Treasurer shall reconcile monthly their records with respect to license tax returns filed with the Commissioner of the Revenue and license tax and fee payments received by the Commissioner of the Revenue and the County Treasurer, and a combined report

thereon shall be submitted monthly to the County Manager or his designee

- 2. Section 11-6 of the Arlington County Code is amended as follows:

**§ 11-6. Applicants for Licenses to Give Certain Information.**

A. Every person filing a business license tax return under the provisions of this chapter shall furnish on the tax return or in writing with the return, the names, and trade names of the business and person or persons responsible for the business, the nature of the business, profession, trade or occupation, the address in the County where the business is being pursued, and its gross receipts for the base year.

B. As to businesses for which a gross receipts tax or fee is levied on persons having a definite place of business in the County as provided in § 11-16 of this chapter, it is the policy of the County to require that all gross receipts derived from the business be included in their license basis; provided, that in cases where their business requires the performance of certain activities outside the County, and they would be liable for a similar tax in another taxing jurisdiction based on gross receipts derived from activities conducted at a definite place of business in that other taxing jurisdiction as provided in § 11-16 of this chapter, they shall deduct such gross receipts taxed or taxable by the other taxing jurisdiction in arriving at their County license tax basis.

C. No business license under this chapter shall be issued until the applicant has produced satisfactory evidence that all delinquent business license, real estate, personal property, meals, transient occupancy, severance and admissions taxes owed by the business to Arlington County have been paid which have been properly assessed against the applicant by Arlington County.

- 3. Except as amended by 1. and 2., Chapter 11 of the Arlington County Code shall remain as previously enacted.
- 4. Section 36 of the Arlington County Zoning Ordinance is amended by adding new subsection N as follows:

**N. Payment of Delinquent Taxes, Fees, and Other Charges as a Condition of Issuance.**

Prior to the initiation of an application by the owner of the subject property, the owner's agent, or any entity in which the owner holds an ownership interest greater than 50 percent, for a special exception, special use permit, variance, rezoning or other land disturbing permit, including building permits and erosion and sediment control permits, or prior to the issuance of final approval, the applicant shall produce satisfactory evidence that any delinquent real estate taxes, nuisance charges, stormwater management utility fees, and any other charges that constitute a lien on the subject property, that are owed to the locality and have been properly assessed against the subject property, have been paid.

- 5. Except as amended by 4., Section 36 of the Arlington County Zoning Ordinance shall remain as previously enacted.

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[Board Report #14](#)

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**15. UPDATED POLICY FOR MANAGING SPECIAL EVENTS AND DEMONSTRATIONS IN PUBLIC SPACES.**

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the Policy for Managing Special Events and Demonstrations in Public Spaces (Attachment A) to replace the County's 2004 Policy for Managing Public Gatherings on Public Spaces. [Clerk's note: as set forth in the document entitled "Addendum-11-17-12-E- Special Events and Demonstrations Policy" attached for the public record to these minutes.]

[Board Report #15](#)

Addendum-11-17-12-E- Special Events and Demonstrations Policy

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**CAPITAL PROJECTS**

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**16. APPROVAL OF A STANDARD PROJECT ADMINISTRATION AGREEMENT BETWEEN THE COUNTY BOARD OF ARLINGTON COUNTY, AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION (VDOT), FOR DESIGN AND ENGINEERING OF THE POTOMAC YARD - FOUR MILE RUN TRAIL CONNECTION.**

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

1. Approved the attached Standard Project Administration Agreement between the County Board of Arlington County, Virginia and the Commonwealth of Virginia, Department of Transportation (VDOT) for design and engineering of the Potomac Yard – Four Mile Run Trail Connection. [Clerk’s note: as set forth in the document entitled “Addendum-11-17-12-F- Standard Project Administration Agreement” attached for the public record to these minutes.]
2. Authorize the County Manager, on behalf of the County Board, to execute the Agreement, and all related documents necessary to implement the Agreement, subject to approval of the Agreement and documents as to form by the County Attorney.

[Board Report #16](#)

Addendum-11-17-12-F- Standard Project Administration Agreement

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**17. INCREASE OF \$2,000,000.00 TO CURRENT CONTRACT 711-12 FOR ADDITIONAL RELINING A 36/42 INCH SANITARY SEWER TRUNK LINE IN FOUR MILE RUN BASIN USING CURED-IN-PLACE PIPE (CCIP).**

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

1. Approved an additional \$2,000,000.00 to Contract 711-12 with AM-Liners East Inc. to provide Sanitary Sewer Cured-In-Place Relining pipe size 36/42 inch in the Four Mile Run sewer basin between Shirlington Road and S. Lang St. for a total contract authorization of \$3,920,000.00.
2. Authorized the Purchasing Agent to execute a Contract Amendment, subject to legal review by the County Attorney.

[Board Report #17](#)

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**APPROPRIATIONS, GRANT APPLICATIONS & OTHER CONTRACTS**

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**19. ACCEPTANCE AND APPROPRIATION OF THE FY2012 BULLETPROOF VEST PARTNERSHIP GRANT**

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

1. Authorized the County Manager, or her designee to accept \$4,314 in grant funds related to the FY 2012 Bulletproof Vest Partnership (BVP) program funded by the U.S. Department of Justice.
2. Appropriated \$4,314 from the U.S. Department of Justice's FY 2012 Bulletproof Vest Partnership (BVP) program (101.374900) to the Police Department (101.31202) for costs associated with the purchase of bullet proof vests associated with this grant program.

[Board Report #19](#)

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**20. RESOLUTION AUTHORIZING ARLINGTON COUNTY'S PARTICIPATION IN THE VIRGINIA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2014 REVENUE SHARING PROGRAM.**

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the "Resolution Authorizing Arlington County's Participation in the Virginia Department of Transportation's Fiscal Year 2014 Revenue Sharing program."

**RESOLUTION AUTHORIZING APPLICATION TO THE VIRGINIA DEPARTMENT OF TRANSPORTATION FY2014 REVENUE SHARING PROGRAM FUNDS**

WHEREAS, the County Board of Arlington County, Virginia ("County Board") desires to submit applications to the Virginia Department of Transportation for an allocation of \$3,382,777 in Fiscal Year 2014 Revenue Sharing funds for Old Dominion Drive Improvements, Carlin Springs Road Bridge, Route 110 Trail, Washington Boulevard Trail, Boundary Channel Drive Interchange, and the South Eads Street / South Fern Street Repaving Project.

NOW, THEREFORE, BE IT RESOLVED THAT the County Board hereby supports the making of applications and authorizes and directs the County Manager to make applications to the Virginia Department of Transportation for \$3,382,777 of Fiscal Year 2014 Revenue Sharing funds for the above described projects, and further authorizes the County Manager to execute a project administration agreement for the approved projects, subject to approval of such agreement as to form by the County Attorney.

[Board Report #20](#)

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**REQUESTS TO ADVERTISE**

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**22. REQUEST TO ADVERTISE PUBLIC HEARINGS ON:**

- A. Proposed amendments to the Arlington County Zoning Ordinance, Section 20. (Appendix A), "CP-FBC" Columbia Pike Form Based Code Districts, to amend: 1. Section II. Definitions to revise existing definition for "Street Light"; 2. Section III. The Regulating Plans, B. Rules for the Regulating Plan and New Development Plans, 3. Streetscape to designate required locations

for the placement of street lights; 3. Section V. Streetscape Standards, B. Minimum Standards to remove existing references to placement of street lights and to change minimum tree caliper size from 4-4 1/2 inches to 3 1/2 inches; and 4. Section VI. Architectural Standards, G. Lighting and Mechanical Equipment, 2. Standards for Lighting and Mechanical Equipment to require unique heights and fixtures for street lights based on street typology and to require the submission of a photometric analysis to determine the appropriate spacing of street lights.

- B. Proposed amendments to Use Permits U-3223-09-1 (Columbia Place), U-3224-09-1 (Axumite Village), and U-3334-12-1 (Pike 3400) to revise the conditions, which stipulate minimum tree caliper size requirements consistent with the proposed new Form Based Code standards.

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

1. Adopted the attached resolution to authorize advertisement of public hearings by the Planning Commission on January 14, 2013, and the County Board on January 26, 2013, to consider amending, reenacting, and re-codifying the Arlington County Zoning Ordinance, Section 20. (Appendix A), "CP-FBC" Columbia Pike Form Based Code Districts.
2. Authorized, on the County Board's own motion, advertisement of public hearings by the County Board on January 26, 2013, to consider the subject amendments to Use Permits U-3223-09-1 (1100 S. Edgewood Street), U-3224-09-01 1036, 1100 and 1106 S. Highland Street), and U-3334-12-1 (3400, 3506 and 3514 Columbia Pike and 1100 and 1110 S. Glebe Road), as more specifically set forth in Attachment A to this report, to amend the conditions which stipulate minimum tree caliper size requirements from 4 to 4 1/2 inches to 3 1/2 inches.

[Clerk's note: as set forth in the document entitled "Addendum-11-17-12-G-Form Based Code and Tree Caliper" attached for the public record to these minutes.]

[Board Report #22](#)

Addendum-11-17-12-G-Form Based Code and Tree Caliper

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**23. REQUEST FOR RATIFICATION AND AUTHORIZATION OF ADVERTISING PUBLIC HEARINGS BY THE PLANNING COMMISSION AND BY THE COUNTY BOARD TO CONSIDER A PROPOSED AMENDMENT TO THE MASTER TRANSPORTATION PLAN (MTP) MAP TO REMOVE A SECTION OF 20TH STREET NORTH FROM ITS INTERSECTION WITH NORTH UHLE STREET IN AN EASTERLY DIRECTION TO ITS TERMINUS WITH INTERSTATE 66 (I-66).**

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the Resolution to ratify the advertisement placed in a newspaper of general circulation on November 13, 2012 and to authorize further advertisement to be placed on November 20, 2012, as notification of public hearings by the Planning Commission on November 26, 2012 and the County Board on December 8, 2012 to consider a proposed Amendment to the Master Transportation Plan (MTP) Map to remove the section of 20<sup>th</sup> Street North from its intersection with North Uhle Street in an easterly direction to its terminus with I-66. [Clerk's note: as set forth in the document entitled "Addendum-11-17-12-H-MTP Map Amendment" attached for the public record to these minutes.]

**RESOLUTION TO RATIFY AND AUTHORIZE THE ADVERTISEMENT OF PUBLIC HEARINGS TO CONSIDER AMENDING THE MASTER TRANSPORTATION PLAN (MTP) MAP TO REMOVE A SECTION OF 20<sup>TH</sup> STREET NORTH FROM ITS INTERSECTION WITH NORTH UHLE STREET IN AN EASTERLY DIRECTION TO ITS TERMINUS AT INTERSTATE 66.**

The County Board of Arlington County hereby resolves to ratify and authorize advertisement of public hearings by the Planning Commission on November 26, 2012 and the County Board on December 8, 2012 to consider an amendment to the Master Transportation Plan (MTP) Map to remove a section of 20<sup>th</sup> Street North from its intersection with North Uhle Street in an easterly direction to its terminus with I-66.

[Board Report #23](#)

Addendum-11-17-12-H-MTP Map Amendment

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**OTHER**

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**24. AMENDMENTS TO THE COUNTY PURCHASING RESOLUTION.**

On the consent agenda vote, after a duly advertised public hearing, the Board adopted the proposed amendments to the Arlington County Purchasing Resolution to be effective upon the date of adoption by the County Board. [Clerk's note: as set forth in the document entitled "Addendum-11-17-12-I-County Purchasing Resolution Amendments" attached for the public record to these minutes.]

[Board Report #24](#)

Addendum-11-17-12-I-County Purchasing Resolution Amendments

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**25. PRELIMINARY ADOPTION OF CALENDAR YEAR 2013 COUNTY BOARD MEETING SCHEDULE.**

On the consent agenda vote, after a duly advertised public hearing, the Board tentatively adopted the Calendar Year 2013 County Board Meeting Schedule. [Clerk's note: as set forth in the document entitled "Addendum-11-17-12-J-2013 Board Meeting Schedule Tentative" attached for the public record to these minutes.]

[Board Report #25](#)

[Board Report #25-Supplemental](#)

Addendum-11-17-12-J-2013 Board Meeting Schedule Tentative

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**26. MINUTES**

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

May 1, 2012	Closed Session
May 15, 2012	Closed Session
October 20, 2012	Regular Meeting

October 23, 2012                      Recessed Meeting

[A. Minutes - Regular Meeting](#)

[B. Minutes - Recessed Meeting](#)

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**REGULAR HEARING ITEMS**

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**27.    [2020 14TH STREET NORTH](#)**

- A.    Approval of an Agreement of Sale Between BREOF Thomas REO, LLC and the County Board of Arlington County, Virginia for the Acquisition for Public Purposes by the County Board of the Land and Building Located at 2020 14th Street North, Arlington, Virginia (RPC #s17-016-012 and 17-016-013).

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

1.    Approve the attached Agreement between BREOF Thomas REO, LLC ("Property owner") and the County Board of Arlington County, Virginia for the Acquisition for Public Purposes by the County Board of the Land and Building Known Located at 2020 14th Street North, Arlington, Virginia (RPC #s17-016-012 and 17-016-013) ("Property");
2.    Authorize the Real Estate Bureau Chief, or his designee, to execute the Agreement of Sale and all related documents and occupancy agreements necessary for the acquisition of the Property, subject to approval as to form of all documents by the County Attorney; and
3.    Appropriate and Allocate \$20 million from the Utilities Fund PAYG account (Fund 519) to the General Fund PAYG account (Fund 313) as a temporary loan pending reimbursement to the Utilities Fund PAYG account by the issuance of revenue bonds through the Arlington County Industrial Development Authority ("IDA").

The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye. [Clerk's note: as set forth in the document entitled "Addendum-11-17-12-K-2020 Agreement of Sale" attached for the public record to these minutes.]

[Board Report #27.A.](#)

Addendum-11-17-12-K-2020 Agreement of Sale

- B.    Award of sole source Contract 571-13 to MTF Architecture (MTFA) for design services for conversion of floors one through four of 2020 14th St N. building for County uses.

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 sole source Contract Number 571-13 between the Arlington County Board and MTF Architecture to provide design services for the conversion of floors one through four of the building at 2020 14 St. N. for County uses, in a amount not to exceed \$685,671 and a contingency of \$103,000 for a total contract authorization of \$788,671;
2. Authorize the Purchasing Agent to execute the Contract, subject to legal review by the County Attorney.

The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

[Board Report #27 B](#)

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**28. FISCAL YEAR (FY) 2012 CLOSEOUT AND RE-APPROPRIATION INTO FY 2013.**

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 take the following actions. The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

1. Adopt the revised FY 2012 County government appropriation resolution shown on Attachment 1.
2. Allocate from the FY 2012 General Fund Balance the following amounts based on County Board policy, prior actions of the County Board, and staff evaluations:
  - a. \$18,606,988 for the FY 2013 budget, already appropriated in April 2012 as part of the FY 2013 adopted budget;
  - b. \$52,605,487 to the General Fund Operating Reserve, including \$50,240,906 in existing reserves and \$2,364,581 in additional funding to maintain the County Board's policy of funding the General Fund Operating Reserve at five percent of the General Fund budget in FY 2013;
  - c. \$5,000,000 to the County's Self Insurance Reserve;
  - d. \$15,981,212 net to affordable housing programs from unexpended FY 2012 Affordable Housing Investment Fund allocations and loan repayments, and appropriate to Non-Departmental (101.91102) (\$16,335,010 expense, \$353,798 HUD Home revenue);
  - e. \$2,436,464 in restricted revenue from seized assets, and appropriate \$63,139 to the Commonwealth Attorney (101.20701) and \$2,373,325 to Police (101.31423);
  - f. \$64,669,485 from the FY 2012 General Fund Balance and appropriate \$54,952,899 to the Schools after adjusting for unappropriated expenditure savings, revenue increases, and the Schools share of the General Fund Operating reserve.
3. Appropriate \$3,000,000 to the existing Budget Stabilization Contingent to Non-Departmental (101.91102).
4. Allocate \$1,612,330 in unspent master lease balances that have been committed as part of prior year CIPs but not yet spent, particularly in the technology area and appropriate to Non-Departmental (101.91102).

5. Allocate \$5,366,066 toward employee compensation for the reclassification of several uniform public safety and general employee positions identified to be significantly below comparative pay studies, a set-aside for potential FY 2014 one-time employee compensation if employee step/market pay adjustment is not included in the FY 2014 budget, and monies to offset the cost of employee buyouts in FY 2013 in preparation for FY 2014 potential budget reductions and appropriate as outlined in Attachment 2 (item f.). If any of the FY 2014 monies set aside are not needed for employee compensation then the funding would be available for reallocation to other Board priorities (e.g. AHIF).
6. Amend the FY 2013 County Budget by approving the appropriations in Attachment 2. This attachment includes an encumbrance carryover of \$171,861 and a net General Fund carryover (expense minus revenue) of \$10,131,143 for miscellaneous incomplete projects and FY 2013 funding needs.
7. Allocate \$18,094,712 to FY 2013 pay-as-you go capital and appropriate to Fund 313 as a transfer to capital from the General Fund (101.91107).

[Clerk's note: as set forth in the document entitled "Addendum-11-17-12-L-Closeout and Re-appropriation" attached for the public record to these minutes.]

[Board Report #28](#)

Addendum-11-17-12-L-Closeout and Re-appropriation

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**29. FISCAL YEAR (FY) 2014 FINANCIAL FORECAST AND BUDGET GUIDANCE.**

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 add the following at the conclusion of item #6 on the FY 2014 Budget Guidance/Direction to Manager for Preparation of FY 2014 Budget document: "A mix of one-time and on-going funding may be used." The motion failed by a vote of 2 to 3. The voting recorded as follows: MARY HYNES, Chair - No, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - No, LIBBY GARVEY, Member - No and CHRISTOPHER ZIMMERMAN, Member – Aye.

A motion was made by CHRISTOPHER ZIMMERMAN, Member, seconded J. WALTER TEJADA, Vice Chairman to add the following at the conclusion of item #6 on the FY 2014 Budget Guidance/Direction to Manager for Preparation of FY 2014 Budget document: "The Manager is directed to provide with the FY 14 budget proposal: a) an analysis showing the number of Committed Affordable Units(CAFs) likely to be achieved relative to the adopted target for new CAFs, under the funding proposed in the budget; and b) if the number is below the target, to provide the Board with funding options that would achieve the target." The motion failed by a vote of 2 to 3. The voting recorded as follows: MARY HYNES, Chair - No, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISETTE, Member - No, LIBBY GARVEY, Member - No and CHRISTOPHER ZIMMERMAN, Member – Aye.

A motion was made by MARY HYNES, Chair, seconded JAY FISETTE, Member to adopt the FY 2014 Budget Guidance/Direction to Manager for Preparation of FY 2014 Budget document, as amended. The motion was adopted and carried by a vote of 3 to 2. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - No, JAY FISETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – No. [Clerk's note: text to be deleted is shown in strikethrough, text to be added is shown in underline.]

**FY 2014 BUDGET GUIDANCE  
DIRECTION TO MANAGER FOR PREPARATION OF FY 2014 BUDGET**

**GOALS:**

**The County Board directs the County Manager to prepare a FY 2014 budget that reflects current economic conditions, while honoring the County’s vision and legacy. Specifically, the FY 2014 budget must, at a minimum, fund services that protect the health and safety of our residents, continue our investments in affordable housing and environmental sustainability, adequately support the public schools, and ensure a safety net for those in need.**

**Should either the local or national economic forecast change significantly prior to budget submission, the County Manager will update the Board and the community ~~using appropriate means of communication~~ in a timely manner on potential near- and long-term financial impacts that may need to be factored into FY14 budget discussions.**

**In developing her Proposed FY14 Budget, the County Manager is directed to:**

1. Present a balanced budget that equally divides the County revenues/expenditures gap between proposed tax revenue increases and proposed expense/service reductions. Funding for operating costs for ConnectArlington and Arlington Mill as well as costs associated with the Comcast franchise agreement may also be addressed through tax revenue increases.
2. Maintain the County/School revenue sharing allocation reflected in the FY 2013 budget (54.2 % County / 45.8% Schools) which is consistent with ~~the adopted FY 2013 budget and the revenue sharing guidance adopted by the County board in FY 2012 and restated in Attachment 1 existing agreements between the County and School Boards.~~ County Board guidance. Funding to accommodate enrollment above the number of students funded in FY13 may shall be addressed through tax revenue increases.
3. Ensure that the budget provides for long-term financial sustainability.
4. Preserve the County’s high grade bond ratings.
5. Fully fund all debt, lease and other contractual commitments including those “subject to appropriation” in the base budget.
6. In keeping with Board direction given during adoption of the FY13 budget, provide total AHIF funding of no less than the FY13 level. One-time monies may be used up to the amount of one-time funding used the FY13 budget.
7. Eliminate duplication and inefficiencies.

The County Manager shall also provide 1) an impact assessment were we to keep expenses within existing tax rates, including potential areas to be considered for cuts, and 2) an impact assessment, including the extent to which tax rates would have to increase, were we to maintain services at the FY13 budget level.

~~Reserve \$3M of the schools’ portion of the excess FY12 tax revenue to fund a portion of the costs associated with street, sidewalk, and other improvements indicated through the PFRC process as well as repairs that may be needed at joint facilities like Thomas Jefferson or the trades center.~~

[Board Report #29](#)

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**30. [APPROVAL OF EXTENSION OF NOTES ISSUED FOR BUCKINGHAM VILLAGE 3 ACQUISITION](#)**

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:

1. Adopt the attached resolution approving the extension of the maturity of the \$9,666,099 Variable Rate Revenue Note (Taxable) Series 2010A and \$26,000,000 Fixed Rate Revenue Note (Taxable) Series 2010B (the "Notes") issued through the Industrial Development Authority ("IDA") to acquire Buckingham Village 3.
2. Authorize the County Manager to execute the required documents, including but not limited to a Notes and Support Agreement, and to approve details of the financing as discussed in the attached resolution and described in this report.

The motion was adopted and carried by a vote of 5 to 0. The voting recorded as follows: MARY HYNES, Chair - Aye, J. WALTER TEJADA, Vice Chairman - Aye, JAY FISSETTE, Member - Aye, LIBBY GARVEY, Member - Aye and CHRISTOPHER ZIMMERMAN, Member – Aye.

A RESOLUTION OF THE COUNTY BOARD OF THE COUNTY OF ARLINGTON,  
VIRGINIA APPROVING THE AMENDMENT OF THE INDUSTRIAL  
DEVELOPMENT AUTHORITY'S REVENUE NOTES SERIES 2010A AND SERIES  
2010B ISSUED TO FINANCE THE BUCKINGHAM VILLAGE 3 PROJECT

WHEREAS, the Industrial Development Authority of Arlington County, Virginia (the "Authority") issued its \$9,666,099 Variable Rate Revenue Note (Taxable) Series 2010A and \$26,000,000 Fixed Rate Revenue Note (Taxable) Series 2010B (the "Notes") to provide financing to facilitate the redevelopment of the affordable housing facilities located in Arlington County, Virginia (the "County") known as Buckingham Village 3.

WHEREAS, the Notes are secured by a Support Agreement among the County, the Authority and Bank of America, N.A. (the "Bank"), as owner of the Notes (the "Support Agreement") pursuant to which the County agreed to pay principal of and interest on the Notes, subject to appropriation by the County Board.

WHEREAS, the County, the Authority and the Bank propose to extend the maturity of the Notes pursuant to a First Amendment to Notes and a First Amendment to Support Agreement.

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

1. Amendment of Notes. The County Board approves the amendment of the Notes pursuant to a First Amendment to Notes (the "Amendment") to be entered into by the Authority to extend the maturity of the Notes as set forth in the Amendment.

2. Authorization of Amendment to Support Agreement. The execution and delivery of and performance by the County of its obligations under the Support Agreement, as amended by the First Amendment to Support Agreement are authorized. The First Amendment to Support Agreement shall be in such form and contain such provisions as the County Manager and the Chairman of the County Board, or either of them, shall approve, such approval to be evidenced conclusively by the execution and delivery of the First Amendment to Support Agreement.

3. Execution of Documents. The Chairman of the County Board and the County Manager, or either of them, are authorized to execute on behalf of the County the First Amendment to Support Agreement, and, if required, to affix or to cause to be affixed the seal of the County to the First Amendment to Support Agreement and to attest such seal. Such officers or their designees are authorized to execute and deliver on behalf of the County such instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the First Amendment to Notes and the First Amendment to Support Agreement; and all of the foregoing, previously done or performed by such officers or agents of the County, are in all respects approved, ratified and confirmed.

4. Nature of Obligations. Nothing in this Resolution, the Notes, as amended by the First Amendment to Notes or the Support Agreement, as amended by the First Amendment to Support Agreement shall constitute a debt of the County and the Authority shall not be obligated to make any payments under the Notes except from payments made by or on behalf of the County under the Support Agreement, as amended by the First Amendment to Support Agreement. The County's obligations to make payments pursuant to the Support Agreement, as amended by the First Amendment to Support Agreement shall be subject to and dependent upon annual appropriations being made from time to time by the County Board for such purpose. Nothing in this Resolution, the Notes, as amended by the First Amendment to Notes or the Support Agreement, as amended by the First Amendment to Support Agreement shall constitute a pledge of the full faith and credit of the County beyond the constitutionally permitted annual appropriations.

5. Effective Date. This Resolution shall take effect immediately.

[Board Report #30](#)

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**31. [2013 GENERAL ASSEMBLY SESSION PRIORITIES](#)**

Following a duly advertised public hearing at which there were speakers the Board closed the public hearing on the proposed 2013 General Assembly Session Priorities and will finalize the legislative priorities at the December 8, 2012 County Board meeting.

[Board Report #31](#)

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**ADJOURNMENT**

Without objection, at 12:55 p.m., the Board recessed until the November 27, 2012 Recessed Meeting.

\_\_\_\_\_  
MARY HYNES, Chair

ATTEST:

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HOPE L. HALLECK, Clerk













## SITE PLAN AMENDMENT ORDINANCE

WHEREAS, the applications for Site Plan Amendments as described below were filed with the Office of the Zoning Administrator

- A. SP# 194 SITE PLAN AMENDMENT for live entertainment and dancing; located at 3100 Clarendon Blvd. (Mr. Days, RPC# 19-002-007). Original County Board approval for Live Entertainment and Dancing: July 8, 1995
- B. SP# 194 SITE PLAN AMENDMENT for live entertainment and dancing; located at 3100 Clarendon Blvd. (Sobe, RPC# 19-002-007). Original County Board approval for Live Entertainment and Dancing: July 9, 2005
- C. SP# 298 SITE PLAN AMENDMENT for live entertainment; located at 3101 Wilson Blvd. (American Tap Room, RPC# 15-071-031). Original County Board Approval for Live Entertainment: June 14, 2011
- D. SP #333 SITE PLAN AMENDMENT for live entertainment; located at 3100 Washington Blvd. (Lyon Hall, RPC# 19-006-196). Original County Board Approval for Live Entertainment: September 29, 2009
- E. SP # 362 SITE PLAN AMENDMENT REVIEW for live entertainment and an outdoor menu box; located at 2900 Wilson Blvd. (La Tasca, RPC# 18-011-008). Original County Board Approval for Live Entertainment: July 10, 2004
- F. SP # 397 SITE PLAN AMENDMENT for live entertainment and dancing; located at 3028 Wilson Blvd. (Hard Times Café, RPC# 18-012-003). Original County Board Approval for Live Entertainment and Dancing: November 17, 2009; and

WHEREAS, as indicated in Staff Report prepared for the November 17, 2012 County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendments 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 Amendments on November 17, 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 developments proposed by the Site Plans as amended:

- Substantially comply with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows; and
- Functionally relate to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Are so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by the following site plan amendment applications for live entertainment (with dancing as indicated in the listing):

- A. SP# 194 SITE PLAN AMENDMENT for live entertainment and dancing; located at 3100 Clarendon Blvd. (Mr. Days, RPC# 19-002-007). Original County Board approval for Live Entertainment and Dancing: July 8, 1995
- B. SP# 194 SITE PLAN AMENDMENT for live entertainment and dancing; located at 3100 Clarendon Blvd. (Sobe, RPC# 19-002-007). Original County Board approval for Live Entertainment and Dancing: July 9, 2005
- C. SP# 298 SITE PLAN AMENDMENT for live entertainment; located at 3101 Wilson Blvd. (American Tap Room, RPC# 15-071-031). Original County Board Approval for Live Entertainment: June 14, 2011
- D. SP #333 SITE PLAN AMENDMENT for live entertainment; located at 3100 Washington Blvd. (Lyon Hall, RPC# 19-006-196). Original County Board Approval for Live Entertainment: September 29, 2009
- E. SP # 362 SITE PLAN AMENDMENT REVIEW for live entertainment and an outdoor menu box; located at 2900 Wilson Blvd. (La Tasca, RPC# 18-011-008). Original County Board Approval for Live Entertainment: July 10, 2004

- F. SP # 397 SITE PLAN AMENDMENT for live entertainment and dancing; located at 3028 Wilson Blvd. (Hard Times Café, RPC# 18-012-003). Original County Board Approval for Live Entertainment and Dancing: November 17, 2009

For the various site plan amendments described above, approval is granted and the parcels so described shall be used subject to the following conditions:

**A. SP #194: 3100 Clarendon Boulevard - Mr. Days**

38. The applicant agrees that live entertainment and dancing use permitted at Mr. Days at 3100 Clarendon Boulevard is a temporary use only that has been approved for a limited two (2) year period, and not longer. During the two year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of two (2) years, on November 30, 2014, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of live entertainment and dancing, and shall convert the space to another approved use, or fully vacate the space, on or before November 30, 2014. The applicant acknowledges and agrees that after November 30, 2014, it shall have no right to use the space for live entertainment and dancing purposes unless specific approval for that use is obtained from the County Board. In addition to all other conditions of this site plan, the applicant specifically agrees that the live entertainment and dancing use shall be subject to the following additional conditions:

1. Live entertainment is permitted Sundays, Mondays, Tuesdays and Wednesdays from 8:00 p.m. to 12:30 a.m., and Thursdays, Fridays and Saturdays from 8:00 p.m. to 1:30 a.m., and the Sundays, Mondays, Tuesdays and Wednesdays that occur on the eve of a federal holiday from 8:00 p.m. to 1:30 a.m.
2. No customer dancing shall occur without the applicant first obtaining approval of a dance hall permit.
3. The applicant shall designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to the live entertainment. The name and telephone number of the liaison shall be submitted by the applicant to the Zoning Administrator.
4. The applicant agrees to share with other businesses the responsibility for picking up trash along 11th Street North between North Daniel and North Fillmore Streets, the 1000 block of North Edgewood Street and the North Highland Streets between Washington Boulevard and Clarendon Boulevard and the building's frontage along Washington Boulevard between North Highland Street and Wilson Boulevard. The applicant agrees that its share of this responsibility shall be to pick up trash on these blocks each Thursday, Friday and Saturday of any odd numbered month (January, March, May, July, September and November). Such trash shall be picked up after 9:00 p.m. or before 9:00 a.m. the following morning. Trash shall include bottles, cans, and any other trash that can be reasonably linked to the applicant's patrons.

5. The applicant agrees to participate in the establishment of a neighborhood advisory group consisting of representatives of the Clarendon Grill, Whitlow's on Wilson, Mister Days Sports and Rock Cafe, other live entertainment users in the area, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association and representatives of various County staff including Police, Code Enforcement, and Planning. The proposed advisory group would meet quarterly to work through issues associated with the live entertainment uses.
6. The applicant agrees to comply with all requirements of County and State Ordinances, the Environmental Health Bureau, the Fire Marshal, the Police Department and the Alcohol Beverage Control Board.
7. The applicant agrees that music resulting from the live entertainment shall comply with the limits established in the County Noise Ordinance. and further agrees that the restaurant's windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment.
8. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant and on their website.
9. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only.
10. The applicant agrees that all staff serving alcohol to customers shall have TIPs (Training for Intervention Procedures) certification.
11. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
12. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
13. The applicant agrees to clean the sidewalk in front of the establishment each morning, including sweeping cigarette butts and litter that may have accumulated from the outdoor seating area.
14. The applicant agrees that the approval for live entertainment at 3100 Clarendon Boulevard is valid only for Mister Days. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.

**B. SP #194: 3100 Clarendon Boulevard - SoBe**

39. The applicant agrees that live entertainment and dancing use permitted at SoBe at 3100 Clarendon Boulevard is a temporary use only that has been approved for a limited two (2) year period, and not longer. During the two year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of two (2) years, on November 30, 2014, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space

for the purposes of live entertainment and dancing, and shall convert the space to another approved use, or fully vacate the space, on or before November 30, 2014. The applicant acknowledges and agrees that after November 30, 2014, it shall have no right to use the space for live entertainment and dancing purposes unless specific approval for that use is obtained from the County Board. In addition to all other conditions of this site plan, the applicant specifically agrees that the live entertainment and dancing use shall be subject to the following additional conditions:

1. Live entertainment and dancing hours
  - a. The applicant agrees that the hours for live entertainment inside the restaurant shall be as follows: 5 p.m. until 12:30 a.m., Monday through Thursday; 5 p.m. to 1:30 a.m., Fridays; 10 a.m. until 1:30 a.m., Saturdays; 10 a.m. until 12:30 a.m., Sundays; and 5 p.m. until 1:30 a.m., on the eve of all legal U.S. holidays.
  - b. The applicant agrees that the hours for dancing inside the restaurant shall be the same as for live entertainment inside except it would not begin before 5 p.m. any day.
  - c. The applicant agrees that the hours for live entertainment in the outdoor seating area shall be as follows: 5 p.m. until 12:00 a.m., Thursday and Friday; 10 a.m. to 12:00 a.m., Saturdays; 10 a.m. to 3 p.m. Sundays; and 5 p.m. until 12:00 a.m. on the eve of all legal U.S. holidays.
  - d. The applicant agrees that the hours for dancing in the outdoor seating area shall be the same as for live entertainment outside except it would not begin before 5 p.m. any day.
2. The live entertainment and dancing shall be consistent with the applicant's leasing arrangement with the Wells REIT 1 3100 Clarendon LLC.
3. There shall be no customer dancing without obtaining a valid dance hall permit from the County Zoning Office.
4. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant.
5. The applicant agrees to comply with all requirements of County and State Ordinances, the Environmental Health Bureau, the Fire Marshal's Office, the Police Department, Community Code Enforcement Office and the Alcohol Beverage Control Board.
6. The applicant agrees to identify a liaison between the subject use and the neighborhoods. The liaison shall be empowered to address any concerns identified as emanating from the live entertainment. The name and telephone number of the liaison shall be provided in writing to the Zoning Administrator, The Clarendon Alliance, the Clarendon-Courthouse Civic Association and the Lyon Village Citizens Association.
7. The applicant agrees that live entertainment and dancing shall meet the noise limits established in the County Noise Ordinance- and further agrees that the restaurant's windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. The applicant agrees that doors shall not be propped open during live entertainment.
8. The applicant agrees to share with other businesses the responsibility for picking up trash along 11th Street North between North Daniel and North Fillmore Streets, the 1000 block of North Edgewood Street and North Highland Street between Washington Boulevard

and Clarendon Boulevard and the building's frontage along Washington Boulevard between North Highland Street and Wilson Boulevard. The applicant agrees that its share of this responsibility shall be defined in writing and provided to the Zoning Administrator. The applicant agrees that its share of this responsibility shall be to pick up trash on these blocks the following morning after each Thursday, Friday, and Saturday before 9 a.m. Trash shall include bottles, cans, and any other trash that can be reasonably linked to the applicant's patrons.

9. The applicant agrees to participate in the established neighborhood advisory group consisting of representatives of the Clarendon Grill, Whitlow's on Wilson, Mister Days Sports and Rock Cafe, other live entertainment users in the area, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
10. The applicant agrees to ensure that all restaurant staff are enrolled in the Police Department's Training for Intervention Procedures (TIPS) training.
11. The applicant agrees that the types of live entertainment inside the restaurant would be limited to a DJ, small combos, small jazz groups, an individual guitarist or pianist, or similar style entertainment.
12. The applicant agrees that the types of live entertainment in the outdoor seating area would be limited to small combos, small jazz groups, an individual guitarist or pianist, or similar style entertainment.
13. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only.
14. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
15. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
16. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.
17. The applicant agrees that the approval for live entertainment at 3100 Clarendon Blvd. is valid only for Sobe. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.

**C. SP# 298 : 3101 Wilson Blvd. – American Tap Room**

62. The developer agrees that the proposed North Highland Street outdoor café in the public right-of-way for "American Tap Room" shall be as shown on the drawings prepared by Chatelain Architects, titled "American Tap Room Project Number 2010.351", dated January 25, 2011, as attached to the staff report and approved by the County Board on February 12, 2011. The final number and arrangement of tables and chairs shall be determined by the Certificate of Occupancy. There must be a minimum of 8.5 feet of

clear sidewalk width. The developer also agrees that the required barriers or fencing around the outdoor café must be installed in such a way that café patrons will not be able to move the barriers, but that they can be removed at the end of the outdoor seating season. The developer also agrees that there shall be a review by the County Board of this site plan amendment upon a change of ownership of the restaurant tenant. The developer also agrees that to the extent that the restaurant has outdoor speakers for music, the music from the speakers shall not be audible from inside the condominium units and not be louder than ambient noise at the condominium units' balconies located across 12th Street North/Festival Street. The developer also agrees that live entertainment shall not be audible from inside the condominium units and not be louder than ambient noise at the condominium units' balconies located across 12th Street North. The developer also agrees that if a determination is made by County officials that noise from the outdoor café, or live entertainment, does not comply with applicable ordinances, either site plan amendment for the outdoor café, or for live entertainment shall be scheduled for review by the County Board. The developer also agrees that the outdoor fire pits located within the outdoor seating area along 12th Street North/Festival Street are for decorative purposes only.

66. The applicant agrees that live entertainment and dancing use permitted at American Tap Room at 3101 Wilson Boulevard is a temporary use only that has been approved for a limited two (2) year period, and not longer. During the two year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of two (2) years, on November 30, 2014, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of live entertainment and dancing, and shall convert the space to another approved use, or fully vacate the space, on or before November 30, 2014. The applicant acknowledges and agrees that after November 30, 2014, it shall have no right to use the space for live entertainment and dancing purposes unless specific approval for that use is obtained from the County Board. In addition to all other conditions of this site plan, the applicant specifically agrees that the live entertainment and dancing use shall be subject to the following additional conditions:

- ~~66.~~ 1. Live entertainment is permitted seven days a week from restaurant opening until 1:30 am. The applicant agrees that live entertainment will be limited to a solo piano player, in the location depicted in the plan entitled "Live Entertainment—Piano," prepared by Chatelain Architects, P.C., and attached to this report. The applicant further agrees that no vocalists or vocal accompaniment is permitted under this site plan amendment.
- ~~67.~~ 2. The applicant shall comply with the Arlington County noise ordinance. The applicant agrees to close the windows and doors along the restaurant façade facing 12th Street North at 12 am seven days a week. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building.
- ~~68.~~ 3. The applicant agrees that all bartenders and management staff shall have TIPS (Training for Intervention Procedures) certification.

- ~~69~~.4. 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.
- ~~70~~.5. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
- 71.6. The applicant agrees to participate in the established Neighborhood Advisory Group consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
- ~~72~~.7. The applicant shall 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 Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Hartford Condominium Association, the Clarendon Alliance, and any condominium, cooperative, or homeowner's association created for the residential units of Site Plan #384 (the Views at Clarendon).
- ~~73~~.8. The applicant agrees that the site plan amendment for live entertainment shall be reviewed by the County Board upon any change of tenancy of the subject space currently occupied by American Tap Room. A review by the County Board shall not be required by only a change in name, should the tenancy not change and the ownership not change.
- 74.9. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
- ~~75~~.10. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
- ~~76~~. 11. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.

**D. SP#333: 3100 Washington Blvd. – Lyon Hall**

The applicant agrees that live entertainment and dancing use permitted at Lyon Hall at 2100 Washington Boulevard is a temporary use only that has been approved for a limited two (2) year period, and not longer. During the two year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of two (2) years, on November 30, 2014, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of live entertainment and dancing, and shall convert the space to another approved use, or fully vacate the space, on or before November 30, 2014. The applicant acknowledges and agrees that after November 30, 2014, it shall have no right to use the space for live entertainment and dancing purposes unless specific approval for that use is obtained from the County Board. In

addition to all other conditions of this site plan, the applicant specifically agrees that the live entertainment and dancing use shall be subject to the following additional conditions:

1. Live entertainment shall be limited to live bands or DJ entertainment 8 pm – 1 am Thursday, Friday, and Saturday, and DJ entertainment only 8 pm – 1 am Sunday through Wednesday.
2. Live entertainment will only take place after the restaurant has obtained a Certificate of Occupancy and is open to the public for business.
3. Live entertainment must take place only within the building. The windows and doors to the outside shall remain closed during the times of live entertainment, except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. The applicant shall comply with the Arlington County noise ordinance. No live entertainment shall be broadcast over loudspeakers outside of the building, and under no circumstances shall live entertainment be permitted outside of the building.
4. 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.
5. The applicant agrees to participate in the established Neighborhood Advisory Group consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
6. The applicant shall 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 Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and the Clarendon Alliance.
7. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant and on their website.
8. The applicant agrees that the approval for live entertainment at 3100 Washington Blvd. is valid only for Lyon Hall. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.
9. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of “in house” staff, so long as that staff is dedicated to security only.
10. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
11. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
12. The applicant agrees to post signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.

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

**E. SP #362: 2900 Wilson Boulevard – La Tasca**

54. The applicant agrees that live entertainment and dancing use permitted at La Tasca at 2900 Wilson Boulevard is a temporary use only that has been approved for a limited one (1) year period, and not longer. During the one 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) years, on November 30, 2013, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of live entertainment and dancing, and shall convert the space to another approved use, or fully vacate the space, on or before November 30, 2013. The applicant acknowledges and agrees that after November 30, 2013, it shall have no right to use the space for live entertainment and dancing purposes unless specific approval for that use is obtained from the County Board. In addition to all other conditions of this site plan, the applicant specifically agrees that the live entertainment and dancing use shall be subject to the following additional conditions:

1. The applicant agrees that the live entertainment shall be limited to Thursdays, Fridays, Saturdays and Sundays between 11:00 a.m. and midnight (12:00 a.m.). The applicant agrees that there shall be no dancing by customers unless the required dance hall permit is secured. The applicant agrees that additional live entertainment events may be permitted on Mondays, Tuesdays, and Wednesdays between 11:00 a.m. and midnight (12:00 a.m.) provided that these additional events do not exceed six (6) additional events per month.
2. The applicant agrees that music resulting from the live entertainment shall comply with the limits established in the County Noise Ordinance.
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 the live entertainment shall be limited to acoustic music and vocal music. The applicant agrees that the decibel level of amplification for the acoustic and vocal music shall not exceed a level inside the restaurant that represents background music compatible with a dining experience, and agrees that music in no event shall be of such a level as to be audible outside the restaurant. At times the applicant anticipates including flamenco dancers performing to the live and/or recorded music.
5. The applicant agrees to ensure that all windows and doors shall remain closed when live entertainment is being offered except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. The applicant agrees that no live entertainment shall be permitted outdoors, and further agrees to insure that live entertainment performances inside the restaurant will not be broadcast to the exterior of the restaurant over the restaurant's audio system. The applicant agrees that doors shall not be propped open during live entertainment.
6. The applicant agrees to identify a liaison between the subject use and the neighborhoods. The liaison shall be empowered to address any concerns identified as emanating from the

- live entertainment. The name and telephone number of the liaison shall be shared with the Zoning Administrator, the Clarendon-Courthouse Civic Association, the nearby Lyon Village Citizens Association and the Clarendon Alliance.
7. The applicant agrees to participate in the established neighborhood advisory group consisting of representatives of the Clarendon Grill, Whitlow's on Wilson, Mr. Days Sports and Rock Café, Iota Bar and Restaurant, the Clarendon Ballroom, the Boulevard Woodgrill, LLC, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Citizens Association and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly to work through issues associated with the live entertainment uses.
  8. The applicant agrees that the approval for live entertainment at 2900 Wilson Blvd. is valid only for La Tasca. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.
  9. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant and on their website.
  10. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only.
  11. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
  12. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
  13. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
  14. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.

**F. SP #397: 3028 Wilson Boulevard – Hard Times Café**

88. The applicant agrees that live entertainment and dancing use permitted at Hard Times Café at 3028 Wilson Boulevard is a temporary use only that has been approved for a limited two (2) year period, and not longer. During the two year period, the use is permitted subject to all site plan conditions, and subject to the same reviews that could otherwise be made of any site plan use. The applicant further agrees that approval for the use will terminate after a period of two (2) years, on November 30, 2014, without further action by the County Board, unless otherwise approved prior to that date. The applicant agrees that it will cease use of the space for the purposes of live entertainment and dancing, and shall convert the space to another approved use, or fully vacate the space, on or before November 30, 2014. The applicant acknowledges and agrees that after November 30, 2014, it shall have no right to use the space for live entertainment and dancing purposes unless specific approval for that use is obtained from the County Board. In addition to all other conditions of this site plan, the applicant specifically agrees that the live entertainment and dancing use shall be subject to the following additional conditions:

1. Live entertainment shall be permitted only between the hours of 11:00 a.m. to 1:30 a.m., seven (7) days a week, with the restriction that bands and deejays are permitted only from 6:00 pm to 1:30 am on Thursday, Friday, and Saturday evenings, and on the eve of all Federal Holidays.
2. Live entertainment is permitted only on the second floor of the building. The applicant agrees to comply with the Arlington County noise ordinance and further agrees that the restaurant's windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment.
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 participate in the established Neighborhood Advisory Group consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
6. The applicant shall 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 Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and the Clarendon Alliance.
7. The applicant shall make customers aware of proximity to Metro, available parking and any special parking arrangements through postings in the restaurant and on their website.
8. The approval for live entertainment at 3028 Wilson Blvd. is only valid for Hard Times Cafe. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.
9. The applicant agrees that on-site, dedicated security shall be provided from 9:00 p.m until closing on nights that have bands or deejays. The on-site security may consist of "in-house" staff, so long as that staff is dedicated to security only.
10. All staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
11. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
12. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.

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

APPROVED USE PERMIT CONDITIONS (note: Eleventh Street Lounge is not included because the recommendation is to discontinue the use)

**U-2861-95-1: 2854 Wilson Boulevard – Whitlows**

1. On Sundays, Mondays, and Tuesdays, live entertainment shall be limited to exclusively acoustic music. On Wednesdays, live entertainment shall be limited to primarily acoustic music ("Primarily acoustic" envisions a mixture of acoustic and electric instruments playing in what would still be considered an "acoustic" setting where non-acoustic instruments would play softly enough so as not to overwhelm the acoustic instruments in the group. One example is a Jazz combo with an electric guitarist. Another is a Bluegrass band with an electric bass.) Live entertainment shall be limited to the hours between 6:00 p.m. and midnight on Sundays, Mondays, Wednesdays, and Thursdays. All amplified live entertainment shall be limited to Thursday, Friday, and Saturday evenings and New Year's Eve. Live entertainment on Fridays, Saturdays and New Year's Eve shall be limited to the hours between 6:00 p.m. and 1:00 a.m. There shall be no amplified music after 11:00 p.m. in rooms, such as the Sand Bar, which have not received the full noise abatement treatment ("Full noise abatement treatment" includes two layers of acoustic draping, double-glazed tempered glass, and acoustical sound tiles).
2. The applicant shall post signs inside the restaurant that are clearly visible to patrons, telling patrons to respect the peace of the residential neighborhoods and discouraging parking within the residential neighborhood across Wilson Boulevard from the site. Information on parking should also be posted on their website.
3. The applicant shall designate a neighborhood liaison or liaisons to communicate with nearby residents and neighbors to address concerns, which may be related to the live entertainment. Whitlow's will address late-night complaints about loud music immediately upon receiving the complaint. The restaurant owner, manager, or other company representative shall be available during the hours of live entertainment to address concerns from citizens by telephone or in attendance. The name and telephone number of the liaison(s) shall be submitted by the applicant to the President of the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, and the Zoning Administrator.
4. All bands shall use the Whitlow's side door on Fillmore Street to load their equipment after completing their performance(s).
5. All doors, windows, or other openings shall remain closed during the hours of live entertainment: except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment. All acoustic drapes shall also remain closed during hours of live entertainment.
6. The applicant shall pick up litter along North Fillmore Street between Clarendon Boulevard and North Franklin Street, on Monday and Friday mornings.
7. Whitlow's will work with the Lyon Village Citizens Association to develop a sound management plan which assures that sound from all live entertainment does not create a noise disturbance, as determined in accordance with measurement standards agreed upon

by Whitlow's and the Lyon Village Citizens Association, within the nearby residential area. More specifically:

- a. Whitlow's will work with nearby neighbors to pre-determine which frequency/decibel levels can be heard within their homes and/or cause a noise disturbance in the neighborhood.
  - b. Whitlow's will use these pre-determined levels to monitor and adjust the live entertainment sounds.
  - c. Whitlow's will respond immediately to complaints from neighbors about music emanating from Whitlow's and take measures to adjust the live entertainment sounds to acceptable levels.
  - d. Whitlow's will book bands according to their ability to comply with these noise requirements.
  - e. Monitoring of and compliance with the sound management plan shall be the responsibility of the Lyon Village Citizens Association, and not Arlington County, in accordance with measurement standards agreed upon by Whitlow's and the Lyon Village Citizens Association, and as set forth in the sound management plan. The sound management plan does not exempt Whitlow's from compliance with applicable Arlington County Code ordinances and enforcement.
8. 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.
  9. The applicant agrees that music resulting from the live entertainment shall comply with the limits established in the County Noise Ordinance.
  10. The applicant agrees to participate in the established Neighborhood Advisory Group consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
  11. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only.
  12. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
  13. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
  14. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
  15. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.
  16. The applicant agrees that the approval for live entertainment at 2854 Wilson Blvd. is valid only for Whitlow's on Wilson. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.

**U-2873-95-2: 1101 N Highland St – Clarendon Grill**

1. Live entertainment is permitted up to seven (7) days a week between the hours of 6:00 p.m. and 2:00 a.m., Mondays through Fridays, and between 11:00 a.m. and 2:00 a.m. on Saturdays and Sundays.
2. The applicant agrees that sound resulting from the live entertainment shall comply with the limits established in the County Noise Ordinance, and further agrees that the restaurant's windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment.
3. No customer dancing shall occur without the applicant first obtaining approval of a dance hall permit.
4. The applicant shall designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to the live entertainment. The name and telephone number of the liaison shall be submitted by the applicant to the presidents of the Lyon Village Civic Association, the Courtlands Civic Association, the Executive Director of the Clarendon Alliance, and the Zoning Administrator prior to starting live entertainment.
5. The applicant agrees to share with other businesses the responsibility for picking up trash along North 11th Street, between North Daniel and Fillmore Streets and the 1000 block of North Edgewood Street. The applicant agrees that its share of this responsibility shall be to pick up trash on these blocks each Thursday, Friday and Saturday or any even numbered month (February, April, June, August, October, and December ). Such trash shall be picked up after 9:00 p.m. or before 9:00 a.m. the following morning. Trash will include bottles, cans, and any other trash that can be reasonably linked to the applicant's patrons.
6. 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.
7. The applicant agrees to participate in the established Neighborhood Advisory Group consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
8. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant and on their website.
9. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only.
10. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.

11. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
12. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
13. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.
14. The applicant agrees that the approval for live entertainment at 1101 N. Highland St. is valid only for Clarendon Grill only. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.

**U-2984-00-1: 3185 Wilson Boulevard – Clarendon Ballroom**

1. The applicant agrees to limit the hours of live entertainment on Tuesdays, Thursdays, Fridays, and Saturdays to between the hours of 11:00 a.m. and 1:30 a.m. Live entertainment on Sundays, Mondays, and Wednesdays shall be limited to 11:00 a.m. to 12:00 midnight, except that the applicant shall be permitted to operate between the hours of 11:00 a.m. and 1:30 a.m. on these days when they occur on the eve of a federal holiday, further subject to condition number 8.
2. The applicant agrees to limit seating to 199 patrons at any given time.
3. The applicant agrees that music resulting from live entertainment, including rooftop entertainment, shall comply with the limits established in the County Noise Ordinance and further agrees that the restaurant's windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment.
4. The applicant agrees that all requirements of County and State Ordinances, the Environmental Health Bureau, the Fire Marshal, the Police Department and the Alcohol Beverage Control Board shall be met.
5. The applicant agrees to identify parking locations in the commercial area and shall present the signed contracts for the use of such parking to the Zoning Administrator, the Clarendon Alliance and the nearby civic associations of Lyon Village, Lyon Park, Ballston-Virginia Square, Ashton Heights and Clarendon-Courthouse prior to the issuance of a certificate of occupancy. In addition the applicant agrees to develop and implement a parking plan which shall be reviewed and approved by the County Manager or his designee prior to the issuance of any certificate of occupancy. The applicant agrees that the parking plan shall include: the total number of parking spaces, the location and address of the parking spaces and the days and hours of the day that the parking spaces are available for patrons of the approved use, and at a minimum consistent with the approved days and hours of live entertainment.
6. The applicant agrees to identify a liaison between the subject use and the neighborhoods. The liaison shall be empowered to address any concerns identified as emanating from the live entertainment. The name and telephone number of the liaison shall be shared with Zoning Administrator, the nearby civic associations of Lyon Village, Lyon Park,

- Ballston-Virginia Square, Ashton Heights, Clarendon-Courthouse and the Clarendon Alliance prior to the issuance of a certificate of occupancy.
7. The applicant agrees to secure the required dance hall permit prior to offering dancing activities on the site.
  8. The applicant agrees to use the rooftop space for activities such as wedding ceremonies, with no live entertainment after 8:30 p.m. The applicant further agrees that activities being held on the roof top level before 8:30 p.m. shall contain limited amplification.
  9. The applicant intends to provide valet parking and agrees that valet parking shall not be on neighborhood streets. Valet parking personnel will use the arterial streets and commercial alleys to move cars to and from the valet parking lots. The applicant agrees to develop a written valet parking plan showing the pick-up and drop-off areas and traffic routes prior to commencing valet parking for review by the Lyon Village neighborhood and the Department of Public Works and shall be approved by the County Manager or his designee prior to the commencement of valet parking services.
  10. The applicant agrees to provide literature and maps with directions that guide patrons arriving to the site by automobiles to use the arterial streets in the vicinity of the Ballroom. Specific routes shall be worked out with nearby civic associations. The literature and the Ballroom personnel shall also emphasize the Clarendon Ballroom's proximity to Metro.
  11. The applicant agrees to make the Clarendon Ballroom Facility available as a meeting space to Arlington County Government, community partnerships such as the Clarendon Alliance, Arlington County civic groups and charitable organizations, free of charge a minimum of 24 times per year, subject to prior availability, at mutually agreed upon times generally on Mondays through Fridays from 11 a.m. to 4:30 p.m.
  12. If an evening event (approximately from 6:30 p.m. to 11:30 p.m.) is desired, the ballroom facility may be available on Sundays, Mondays and Wednesdays, at the applicant's option, subject to 30 days written notice, and the availability of the Clarendon Ballroom Facility. This agreement is limited to opening and closing of the facility and lighting, heating and air-conditioning. The applicant agrees to provide reconfiguration of the room, catering, food services and entertainment at extra cost, subject to negotiation with the user.
  13. The applicant agrees to participate in the establishment of a neighborhood advisory group consisting of representatives of the Clarendon Grill, Whitlow's on Wilson, Mr. Days Sports and Rock Café, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association and representatives of various County staff including Police, Code Enforcement, and Planning. The proposed advisory group would meet quarterly to work through issues associated with the live entertainment uses.
  14. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant and on their website.
  15. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only.
  16. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.

17. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
18. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
19. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.
20. The applicant agrees that the approval for live entertainment at 3185 Wilson Blvd. is valid only for Clarendon Ballroom. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.

**U-3114-04-1: 3207 Washington Boulevard – O’Sullivan’s**

1. The applicant agrees to meet the requirements of the Community Code Enforcement Office, Environmental Health Bureau and the Fire Marshal's Office, including securing the appropriate assembly permit prior to the issuance of a Certificate of Occupancy.
2. The applicant agrees to limit the live entertainment to 6 p.m. to 1:30 a.m. Monday through Saturday and 2 p.m. to 1:30 a.m. Sunday.
3. The applicant agrees that there shall be no dancing by musicians or customers and that no customer dancing shall be permitted prior to securing the required dance hall permit. The applicant further agrees that should the applicant desire to provide dancing, a site plan amendment and dance hall permit must be obtained.
4. The applicant agrees to ensure that all doors and windows shall remain closed during the hours when live entertainment is offered—except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment.
5. The applicant agrees that the approval for live entertainment at 3207 Washington Blvd. is valid only for O’Sullivan’s. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.
6. The applicant agrees to identify a liaison between the subject use and the neighborhoods. The liaison shall be empowered to address any concerns identified as emanating from the live entertainment. The name and telephone number of the liaison shall be shared with the Zoning Administrator, the Clarendon-Courthouse Civic Association, the nearby Lyon Village Citizens Association and the Clarendon Alliance.
7. The applicant agrees to participate in the established neighborhood advisory group consisting of representatives of several of the live entertainment establishments in the Clarendon area, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Citizens Association and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly to work through issues associated with the live entertainment uses.
8. The applicant agrees that music resulting from the live entertainment shall comply with the limits established in the County Noise Ordinance.

9. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant and on their website.
10. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of “in house” staff, so long as that staff is dedicated to security only.
11. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
12. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
13. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
14. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.

**U-3125-05-1: 2915 Wilson Boulevard – RiRa**

1. The applicant agrees to limit the live entertainment to the following hours: Sunday through Thursday, 4 p.m. to 12 a.m. midnight; and Friday and Saturday, 11 a.m. to 1:00 a.m. All amplified live entertainment shall be limited to Thursday, Friday, and Saturday evenings, St. Patrick’s Day and New Year’s Eve. The applicant agrees that there shall be no dancing associated with the live entertainment. A dance hall permit will be required in the event that the applicant decides to offer dancing in the future.
2. The applicant agrees to keep all doors and windows of the restaurant closed during live entertainment- except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment. The applicant agrees that music resulting from live entertainment shall comply with the limits established in the County Noise Ordinance.
3. The applicant agrees to meet the requirements of the Community Code Enforcement Office, Environmental Health Bureau, the Fire Marshal's Office, the Police Department, and the Alcohol Beverage Control Board.
4. The applicant agrees to identify a liaison between the subject use and the neighborhoods. The liaison shall be empowered to address any concerns identified as emanating from the live entertainment. The name and telephone number of the liaison shall be shared with the Zoning Administrator, the Lyon Village Citizens Association, and the Clarendon-Courthouse Civic Association.
5. The applicant agrees to participate in the established neighborhood advisory group consisting of representatives of several of the live entertainment establishments in the Clarendon area, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Citizens Association and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly to work through issues associated with the live entertainment uses.

6. The applicant agrees to submit a list of noise abatement treatments to the Zoning Administrator prior to the issuance of final Certificate of Occupancy (noise abatement treatment, for example, can be multi-layers of acoustic draping, double-glazed tempered glass, and acoustical sound tiles).
7. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant and on their website.
8. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of “in house” staff, so long as that staff is dedicated to security only.
9. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
10. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
11. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
12. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.
13. The applicant agrees that the approval for live entertainment at 2915 Wilson Blvd. is valid only for RiRa. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.

**U-2776-93-1: 3114 N. 10<sup>th</sup> St. - Jay’s Saloon**

1. Live entertainment shall be permitted only between the hours of 4 p.m. and 8 p.m. on Sundays, between the hours of 8 p.m. and 11 p.m. on Wednesdays, and between the hours of 8 p.m. and 12 a.m. on Fridays and Saturdays. Live entertainment shall be in one (1) of the forms as referenced by the applicant’s statement of support dated May 3, 1993.
2. The applicant shall seek written permission requesting the use of the parking lots of nearby businesses during the hours of live entertainment.
3. The applicant shall ensure that all trash generated by the subject restaurant is appropriately stored in trash receptacles until such time as it is removed from the premises. Debris and discarded or unwanted items shall not be allowed to collect at the rear of the property.
4. The applicant shall ensure that all windows and doors to the subject site shall be kept closed at all times except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment. ~~and~~ The applicant shall soundproof the rear windows if necessary.
5. The applicant shall install additional privacy fencing along the rear of the property to buffer the abutting residential properties from this use.
6. There shall be no dancing by customers or entertainers. If dancing is later desired, the applicant shall seek the required use permit amendment and dance hall permit in advance.

7. The applicant shall post signs directing restaurant patrons to the designated parking area for the restaurant.
8. The applicant shall designate a responsive neighborhood liaison who shall be available during the hours of the restaurant operation and shall provide the name, address, and telephone number of the liaison to the Lyon Park, Ashton Heights, and Courtlands Civic Association, the Clarendon Alliance, and the Zoning Administrator.
9. The applicant shall not dispose of trash after 10 p.m. or before 7 a.m. and shall make every attempt to dispose of trash before 9 p.m.
10. The applicant agrees that the approval for live entertainment at 3114 10<sup>th</sup> St. North is valid only for Jay's Saloon. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.
11. 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.
12. The applicant agrees that music resulting from the live entertainment shall comply with the limits established in the County Noise Ordinance.
13. The applicant agrees to participate in the established Neighborhood Advisory Group consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
14. The applicant shall make customers aware of available parking and any special parking arrangements through postings in the restaurant and on their website, if there is a restaurant website.
15. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only.
16. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
17. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
18. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
19. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.

**U-3233-09-1: 3181 Wilson Blvd. – Spider Kelly's**

1. Live entertainment is permitted from 4 p.m. to 12 a.m., Monday through Wednesday; 4 p.m. to 1:30 a.m. Thursday and Friday; 11 a.m. to 1:30 a.m. Saturday and the eve of all

Federal Holidays; and 11 a.m. to 12 a.m. Sunday with the restriction that live bands are limited to Thursday, Friday, Saturday and the eve of all Federal Holidays. For the purposes of this condition, a "live band" is defined as a group of musicians employing a drum kit, a PA system (other than the house speakers) and full amplification (i.e. non-acoustic groups). The term "live band" does not apply to deejays, emcees, smaller groups of musicians, karaoke or other types of entertainment.

2. The applicant agrees that on-site, dedicated security shall be provided from 9:00 pm until closing on nights that have bands or deejays. The on-site security may consist of "in house" staff, so long as that staff is dedicated to security only.
3. The applicant shall comply with the Arlington County noise ordinance and the windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building.
4. All staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
5. 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.
6. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
7. The applicant agrees to participate in the established Neighborhood Advisory Group consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
8. The applicant shall 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 Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and the Clarendon Alliance.
9. The applicant shall make customers aware of proximity to Metro, available parking and any special parking arrangements through postings in the restaurant and on their website.
10. The approval for live entertainment at 3181 Wilson Blvd. is only valid for Spider Kelly's. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.
11. The applicant agrees to post signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
12. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.

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

**U-3250-10-1: 3211 Wilson Blvd. – Northside Social**

1. Live entertainment is permitted from 4 p.m. to 9 p.m., Sunday through Wednesday; 4 p.m. to 12 a.m. Thursday through Saturday, and the eve of all Federal Holidays with the restriction that live bands are limited to Thursday, Friday, Saturday and the eve of all Federal Holidays. For the purposes of this condition, a "live band" is defined as a group of musicians employing a drum kit, a PA system (other than the house speakers) and full amplification (i.e. non-acoustic groups). The term "live band" does not apply to deejays, emcees, smaller groups of musicians, karaoke or other types of entertainment.
2. The applicant shall comply with the Arlington County noise ordinance and the windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building.
3. All staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
4. 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.
5. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
6. The applicant agrees to participate in the established Neighborhood Advisory Group consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses.
7. The applicant shall 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 Ballston-Virginia Square Civic Association, the Clarendon-Courthouse Civic Association, the Lyon Village Civic Association, the Lyon Park Civic Association, and the Clarendon Alliance.
8. The applicant shall make customers aware of proximity to Metro, available parking and any special parking arrangements through postings in the restaurant and on their website.
9. The approval for live entertainment at 3211 Wilson Blvd. is only valid for Northside Social. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.
10. The outdoor seating area is permitted on the plaza on Wilson Boulevard as shown on the plans entitled "Outdoor Seating Plan," and attached to this report. The seating area shall leave a minimum of six (6) feet of clearance width along all sides of the perimeter for

pedestrians. The outdoor seating shall be limited to a maximum of 16 tables with a maximum total seating capacity of 64 seats.

11. The applicant agrees that any use of umbrellas in the outdoor seating area shall not contain any signs or interfere with pedestrian movement along the sidewalk. No outdoor fixtures shall display any sign messages unless a sign permit has been approved by the Zoning Office.
12. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of “in house” staff, so long as that staff is dedicated to security only.
13. The applicant agrees to post sign signs inside the restaurant near the door telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
14. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
15. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.

**U-3310-11-2: 2933 Wilson Blvd. – Mexicali Blues**

1. The applicant agrees that acoustic live entertainment is permitted only from 5 p.m. to 7 p.m. seven days per week. Non-acoustic live entertainment (live bands, DJ, and karaoke) shall be permitted only from 10 p.m. to 12:30 a.m. Fridays and Saturdays.
2. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County and State Ordinances, the Environmental Health Bureau, and the Fire Marshal, the Police Department and the Alcohol Beverage Control Board (ABC).
3. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of “in house” staff, so long as that staff is dedicated to security only during the hours of live entertainment.
4. The applicant agrees to comply with the Arlington County noise ordinance and further agrees that the restaurant’s windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment.
5. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
6. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
7. The applicant agrees to post signs in windows telling patrons to respect the peace of residential neighborhoods and to avoid parking in the residential neighborhood where possible.

8. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
9. The applicant agrees to make customers aware of proximity to Metro, available parking and any special parking arrangements through postings in the restaurant and on their website.
10. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.
11. The applicant agrees to participate in the established Clarendon Live Entertainment Neighborhood Advisory Group, consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Fire Marshal, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses. One (1) of the quarterly meetings will consist of an educational seminar to review requirements and regulations of various departments, codes, and policies. The applicant agrees to have a representative with management authority in the restaurant attend all such meetings.
12. The applicant agrees to designate and make available a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to 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 Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association, and the Clarendon Alliance.
13. The applicant agrees that the approval for live entertainment at 2933 Wilson Boulevard is valid only for Mexicali Blues. Any other tenant/owner occupying the premises shall not be permitted to have live entertainment without prior approval of the County Board.

**U-3322-11-1: 3165 Wilson Blvd. – Eventide**

1. The applicant agrees that live entertainment is permitted only from 11:00 a.m. to 9:00 p.m. on Sundays through Thursdays, and only from 11:00 a.m. to 1:00 a.m. on Fridays and Saturdays.
2. The applicant agrees to comply with all applicable laws, including, by way of illustration and not limitation, all applicable requirements of County and State Ordinances, the Environmental Health Bureau, and the Fire Marshal, the Police Department and the Alcohol Beverage Control Board (ABC).
3. The applicant agrees that on-site dedicated security shall be provided from 9:00 p.m. until closing on nights that have bands or deejays whose primary purpose is to serve a dancing crowd. The on-site security may consist of “in house” staff, so long as that staff is dedicated to security only.
4. The applicant agrees to comply with the Arlington County noise ordinance and further agrees that the restaurant’s windows and doors shall remain closed during the times of live entertainment except for the purposes of entry, egress, and other intermittent uses, such as serving an outdoor seating area. Under no circumstances shall live entertainment

- be permitted outside of the building or broadcast over loudspeakers outside of the building. The applicant agrees that doors shall not be propped open during live entertainment.
5. The applicant agrees that all staff serving alcohol to customers shall have TIPS (Training for Intervention Procedures) certification.
  6. The applicant agrees that dancing is not permitted until the applicant obtains a Dance Hall Permit from the Zoning Office.
  7. The applicant agrees to post sign signs in windows telling patrons to respect the peace of residential neighborhoods and to please avoid parking in the residential neighborhood where possible.
  8. The applicant agrees to ensure that any patrons queuing outside should keep noise to a minimum.
  9. The applicant agrees to make customers aware of proximity to Metro, available parking and any special parking arrangements through postings in the restaurant and on their website.
  10. The applicant agrees to clean the sidewalk in front of its establishment each morning, including sweeping cigarette butts and litter that may have accumulated from any outdoor seating area, if applicable.
  11. The applicant agrees to participate in the established Clarendon Live Entertainment Neighborhood Advisory Group, consisting of representatives of the Clarendon live entertainment establishments, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association, and representatives of various County staff including Police, Fire Marshal, Code Enforcement, and Planning. The advisory group meets quarterly as required to work through issues associated with the live entertainment uses. One (1) of the quarterly meetings will consist of an educational seminar to review requirements and regulations of various departments, codes, and policies. The applicant agrees to have a representative with management authority in the restaurant attend all such meetings.
  12. The applicant agrees to designate and make available a neighborhood liaison to communicate with nearby residents and neighbors to address concerns which may be related to 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 Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association, and the Clarendon Alliance.
  13. The applicant agrees that the approval for live entertainment at 3165 Wilson Boulevard is valid only for Eventide. The County Board shall review the use permit upon any change in tenancy or ownership of the subject space.

**U-2791-93-1: 2830 and 2832 Wilson Blvd. -- IOTA**

1. The applicant agrees that the live entertainment shall be limited to 11:00 a.m. to 1:00 a.m., seven days per week.

2. The applicant agrees that there shall be no performer or customer dancing. No dancing shall take place without the applicant first obtaining a use permit amendment and a valid dance hall permit.
3. The applicant shall identify an on-site liaison that shall be available during the hours of operation to receive and respond to community concerns. The name and telephone number shall be sent to the Presidents of the Courtlands Civic Association and Lyon Village Citizens Association, the Clarendon Alliance, and the Zoning Administrator.
4. The applicant agrees to ensure that trash generated by the subject establishment is appropriately stored in trash receptacles until such time as it is removed from the premises. Debris, kegs, discarded or unwanted items shall not be allowed to collect at the rear of the property.
5. The applicant agrees to place signs in a visible location inside the restaurant informing customers that parking is discouraged in the residential areas north of Wilson Boulevard and is encouraged in the commercial areas south of Wilson Boulevard, and that customers should not be disruptive or noisy, and should not litter or drink alcoholic beverages in their vehicles or en route to and from the restaurant.
6. The applicant agrees to send Iota Restaurant and Bar staff, who sell alcohol, to Training for Intervention Procedures (TIPS), offered through the Arlington County Police Department.
7. The applicant agrees to participate in the establishment of a neighborhood advisory group consisting of representatives of the Clarendon Grill, Whitlow's on Wilson, Mr. Days Sports and Rock Cafe, other live entertainment uses in the area, the Clarendon Alliance, the Clarendon-Courthouse Civic Association, the Lyon Village Citizens Association, the Lyon Park Civic Association and representatives of various County staff including Police, Code Enforcement, and Planning. The proposed advisory group would meet quarterly to work through issues associated with the live entertainment uses.

Prepared By  
& Return to: Arlington County, Virginia  
Real Estate Bureau  
2100 Clarendon Boulevard, Suite 800  
Arlington, Virginia 22201

RPC #s 17042001 thru 17042464;  
17041001 thru 17041388; &  
17001012

This Deed is exempt from recordation tax under Va. Code §58.1-811A.3.

**DEED OF TEMPORARY EASEMENT  
AND CONSTRUCTION AGREEMENT**

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT (“Deed”) is made this \_\_\_\_day of \_\_\_\_\_, 2012, by and between **ARLAND, L.L.C.**, a Virginia limited liability company (the “Fee Owner”), Grantor; **RIVER PLACE SOUTH HOUSING CORPORATION**, a Virginia corporation, Grantor; **RIVER PLACE EAST HOUSING CORPORATION**, a Virginia corporation, Grantor; **RIVER PLACE OWNERS’ ASSOCIATION**, a Virginia corporation, Grantor; and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (the "County" of “Grantee”), GRANTEE.

**W I T N E S S E T H**

**WHEREAS**, the Fee Owner is the owner of the following certain parcels of real property; 1) Parcel I of Arlington Towers Projects I-IV, containing 3.9092 acres or 170,286 square feet of land, as more particularly described in Exhibit “A”, RPC #s 17041001 thru 17041388, known as 1011 Arlington Boulevard, Arlington County, Virginia (“Parcel I”, alternatively designated as “Project 1” on Exhibit D); 2) Parcel IV-A of Arlington Towers Projects I-IV, containing 104,325 square feet of land, as more particularly described in Exhibit “B”, RPC #s 17042001 thru 17042464, known as 1021 Arlington Boulevard, Arlington County, Virginia (“Parcel IV-A”, alternatively designated as “Project 4-A” on Exhibit D); and 3) Parcel 3-A, Resubdivision of Part of Property of Arlington Towers Company, containing 23,839 square feet of land, as more particularly described in Exhibit “C”, RPC #17001012 (“Parcel 3-A); by virtue of a Deed dated December 28, 1995, and recorded in **Deed Book 2755 at Page 2186** among the Land Records of Arlington County, Virginia (“Land Records”). Parcel I, Parcel IV-A, and Parcel 3-A are collectively referred to hereinafter as the “Properties”;

**WHEREAS**, Parcel I is the subject of a ground lease, which ground lease was assigned to River Place South Housing Corporation by an Assignment, dated February 5, 1982, and recorded in **Deed Book 2056 at Page 1462** among the Land Records;

**WHEREAS**, Parcel IV-A is the subject of a ground lease, which ground lease was assigned to River Place East Housing Corporation by an Assignment, dated January 8, 1982, and recorded in **Deed Book 2055 at Page 950** among the Land Records;

**WHEREAS**, pursuant to a Declaration of Covenant, Easements and Liens for River Place, dated May 10, 1982, and recorded in **Deed Book 2061 at Page 388** among the Land Records, the River Place Owners' Association has the authority to grant easements on Parcel I and Parcel IV-A on behalf of River Place South Housing Corporation and River Place East Housing Corporation, respectively (the River Place Owners' Association, River Place South Housing Corporation, and River Place East Housing Corporation collectively referred to as the "Ground Lessees" or the "Grantors");

**WHEREAS**, the Fee Owner, the Owners' Association and the County entered into a Deed of Easements dated March 10, 2011, and recorded on March 11, 2011, in **Deed Book 4446 at Page 1659** among the Land Records (the "Original Deed"), which conveyed to the County certain permanent and temporary easements for constructing, maintaining, repairing, reconstructing, replacing and/or removing public sanitary sewer facilities, including accessories and appurtenances thereto, as more fully described therein;

**WHEREAS**, the Original Deed provided that the Temporary Easement would expire upon the earlier of: 1) completion of the Work; 2) the date Grantors are notified in writing by the Grantee; or 3) December 31, 2012; and

**WHEREAS**, by this Deed, the parties desire to extend the term and duration of the Temporary Easement in the Original Deed until the earlier of: 1) completion of the Work; 2) the date Grantors are notified in writing by the Grantee; or 3) September 30, 2013;

#### **TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the forgoing premises, the sum of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual benefits to be derived by the parties hereto, and in further consideration of the additional sum of Five Thousand Dollars (\$5,000.00) cash in hand paid by the County to the Owners' Association, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a temporary easement for the use, as described herein, of those portions of real estate, Parcel IV-A, Parcel 3-A and Project 1, more specifically described on a plat attached hereto as Exhibit D and entitled, "**Plat Showing Easements Acquired for Public Sanitary Sewer Purposes and Temporary Easement Acquired for Construction Purposes on Project 1 and Project 4-A, Arlington Towers, D.B. 1133 PG. 86 and D.B. 1597 PG. 166 and Parcel 3-A Property of Arland Towers Company, D.B. 2030, PG. 1535, Arlington County Virginia**", prepared by Richard E. Ziems, certified on April 9, 2007, and approved by the Arlington County

Subdivision & Bonds Administrator on April 18, 2007 (the "Plat"), as an area of real estate containing approximately **Five Thousand Six Hundred Fourteen (5,614) square feet** of land situated in Arlington County, Virginia, shown on the Plat as, "Temporary Easement Acquired for Construction Purposes, Area = 5,614 Square Feet" (the "Temporary Easement Area"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct, replace and/or remove (jointly "Work") public sanitary sewer facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easement Area, as shown on the Plat, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Properties, to the above-described Temporary Easement Area (the Temporary Easement Area, and the rights related thereto, are referred to herein jointly as the "Temporary Easement").

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

The Temporary Easement created by this Deed shall begin upon the date of acceptance of this Deed by the Grantee and shall expire upon the earlier of: 1) completion of the Work; 2) the date Grantors are so notified in writing by Grantee; or 3) September 30, 2013.

Grantee covenants and agrees that all work to be performed in the Temporary Easement Area shall be performed in a good workmanlike manner. Prior to any work commencing within the Temporary Easement Area, Grantee and Grantor will hold a pre-construction meeting to determine the scheduling and staging of work. Grantee will make all reasonable efforts to address Grantor's concerns and requests in the scheduling and completion of such work to be performed by, or on behalf of Grantee. Grantee shall use all reasonable efforts to minimize disruption and disturbance to Parcel IV-A and Parcel 3-A caused by Grantee's work within the Temporary Easement Area. Grantee covenants and agrees that at all times during Grantee's use of the Temporary Easement Area, Grantee shall maintain all pedestrian and vehicular ingress and egress to and from the parking area located on Parcel 3-A. Grantee shall consistently maintain the Temporary Easement Area in good order, free of trash and debris, at the end of each day. In no event shall the Grantee place any temporary structures, such as trailers and sheds, but not including forms, stakes or temporary plastic fencing, the Temporary Easement Area; provided, however, that Grantee shall be permitted to have vehicular trailers in the Temporary Easement Area solely while loading and unloading such vehicular trailers, but in no event shall such trailers be left unattended within the Temporary Easement Area for any period.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, replacement or removal of the public sanitary sewer facilities within or adjacent to the Temporary Easement Area, the Grantee will, at no cost

to the Grantors: (1) restore the disturbed area on and adjacent to the Temporary Easement Area as nearly as practicable to its condition before the beginning of the Work; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas on or adjacent to the Temporary Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges on or adjacent to the Temporary Easement Area; and (4) guarantee reset plants for one year against damage from the date they are reset, and nursery stock for one year from the date of planting.

### **INCORPORATIONS**

The recitals are hereby incorporated into this Deed. Reference is hereby made to the Plat attached hereto and incorporated herein for a fuller and more complete description of the Temporary Easement Area hereby conveyed. This Deed 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.

This Deed is not effective until it is accepted on behalf of the County as Grantee.

This Deed 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 PAGE]**

**GRANTOR:** **ARLAND, L.L.C.**, a Virginia limited liability company

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

State/Commonwealth of: \_\_\_\_\_:

County/City of: \_\_\_\_\_: to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ of **ARLAND, L.L.C.**, a Virginia limited liability company.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**GRANTOR:**            **RIVER PLACE SOUTH HOUSING CORPORATION**, a  
Virginia corporation

**BY:** \_\_\_\_\_

**NAME:** Robert J. Lesnick

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

State/Commonwealth of: \_\_\_\_\_:

County/City of: \_\_\_\_\_: to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Robert J. Lesnick, \_\_\_\_\_ of **RIVER PLACE  
SOUTH HOUSING CORPORATION**, a Virginia corporation.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**GRANTOR:** **RIVER PLACE EAST HOUSING CORPORATION**, a Virginia corporation

**BY:** \_\_\_\_\_

**NAME:** Hiranya Maru

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

State/Commonwealth of: \_\_\_\_\_:

County/City of: \_\_\_\_\_: to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Hiranya Maru, \_\_\_\_\_ of **RIVER PLACE EAST HOUSING CORPORATION**, a Virginia corporation.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**GRANTOR:** **RIVER PLACE OWNERS’ ASSOCIATION**, a Virginia non-stock corporation

**BY:** \_\_\_\_\_

**NAME:**  MJ Schmelzer

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

State/Commonwealth of: \_\_\_\_\_:

County/City of: \_\_\_\_\_: to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  MJ Schmelzer , President of **RIVER PLACE OWNERS’ ASSOCIATION**, a Virginia non-stock corporation.

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**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

## EXHIBIT "A"

All that certain land situate in Arlington County, Virginia, and more particularly described as PARCEL I OF ARLINGTON TOWERS PROJECTS I-IV, inclusive:

BEGINNING at the intersection of the northerly line of Arlington Boulevard with the new westerly line of Arlington Ridge Road; thence, running with the northerly line of Arlington Boulevard, N.  $55^{\circ} 48'$  W. 517.90 ft. to the P.C. of a curve to the left; thence, continuing with said Boulevard line 25.66 ft. on the arc of said curve to the left, which curve has a radius of 1246 ft. and the chord of which arc bears N.  $56^{\circ} 23' 23.5''$  W., 25.65 ft. to the southeast corner of Parcel II-A and the southwest corner of Parcel I, as shown on plat of Arlington Towers Projects I-IV, inclusive, recorded in Deed Book 1133, at page 86, et seq., of the land records of said county; thence, departing from the northerly line of Arlington Boulevard and running through the property of Arlington Towers Land Corporation with the boundary common to Parcels I and II-A, N.  $14^{\circ} 20' 20''$  E., 239.55 ft. to the P.C. of a curve to the left; thence, 40.48 ft. on the arc of said curve to the left, which curve has a radius of 218.0 ft. and the chord of which arc bears N.  $9^{\circ} 01' 11''$  E., 40.42 ft. to the northwest corner of Parcel I and the southwest corner of Parcel IV; thence, departing from the boundary common to Parcels I and II-A and continuing through the property of the Arlington Towers Land Corporation with the boundary common to Parcels I and IV, due East 345.21 ft. to a point in the aforementioned new westerly line of Arlington Ridge Road; thence, with the said Road line, S.  $3^{\circ} 50' 55''$  E. 578.61 ft. to the point of beginning, containing 3.9092 acres of land or 170,286 sq. ft.

TOGETHER WITH and subject to easements for sanitary sewers, storm sewers and private roadways as shown on a plat attached to a deed of easement made by Arlington Towers Land Corporation dated December 21, 1953, recorded in Deed Book 1133, page 86, of the Land Records of Arlington County, Virginia, and as evidenced by Instrument recorded in Deed Book 407, page 346, of said Land Records, and also shown on said plat attached to said deed of easement.

## EXHIBIT "B"

All that certain land situate in Arlington County, Virginia, and more particularly described as PARCEL IV-A, OF ARLINGTON TOWERS PROJECT I - IV, inclusive:

PARCEL IVA: BEGINNING at a point in the west line of Arlington Ridge Road, said point being the southeast corner of Project 4 and being the northeast corner of Project 1 as shown on plat of Arlington Towers - Projects I-IV, inclusive as recorded in Deed Book 1133, page 86 of the Arlington County land records; thence departing from said road and running with the line common to Projects 1 and 4, Due West - 345.21 feet to a point in the boundary of Project 2A, Arlington Towers; thence running with the line common to Project 2A and 4, 176.54 feet on the arc of a curve to the left, which curve has a radius of 218.00 feet, the chord of which arc bears N. 19° 29' 57" W., 171.76 feet to the corner common to Projects 3 and 4, Arlington Towers; thence running with the line common to Projects 3 and 4 on the following courses and distances N. 38° 01' 20" E. - 157.88 feet; S. 51° 58' 40" E. - 15.00 feet; N. 38° 01' 20" E. - 12.92 feet; S. 51° 58' 40" E. - 26.33 feet; S. 38° 01' 20" W. - 12.92 feet; S. 51° 58' 40" E. - 83.08 feet; N. 38° 01' 20" E. - 83.08 feet; N. 51° 58' 40" W. - 12.92 feet; and N. 38° 01' 20" E. - 105.91 feet to the extreme east corner of Project 3; thence leaving said common line and crossing Project 4, S. 51° 58' 40" E. - 12.00 feet and N. 38° 01' 20" E. - 75.96 feet to a point in the westerly line of Wilson Boulevard; thence running with said road line 127.97 feet on the arc of curve to the right, which curve has a radius of 490.08 feet, the chord of which arc bears S. 11° 19' 45" E. - 127.61 feet to the P. T., a point in the aforementioned west line of Arlington Ridge Road; thence running with said line of Arlington Ridge Road S. 3° 50' 55" E. - 294.47 feet to the point of beginning, containing 104,325 square feet of land.

## EXHIBIT "C"

All that certain land situate in Arlington County, Virginia, and being part of that acquired by Commonwealth of Virginia in connection with State Highway Project 0066-000-102, RW-205, described as follows:

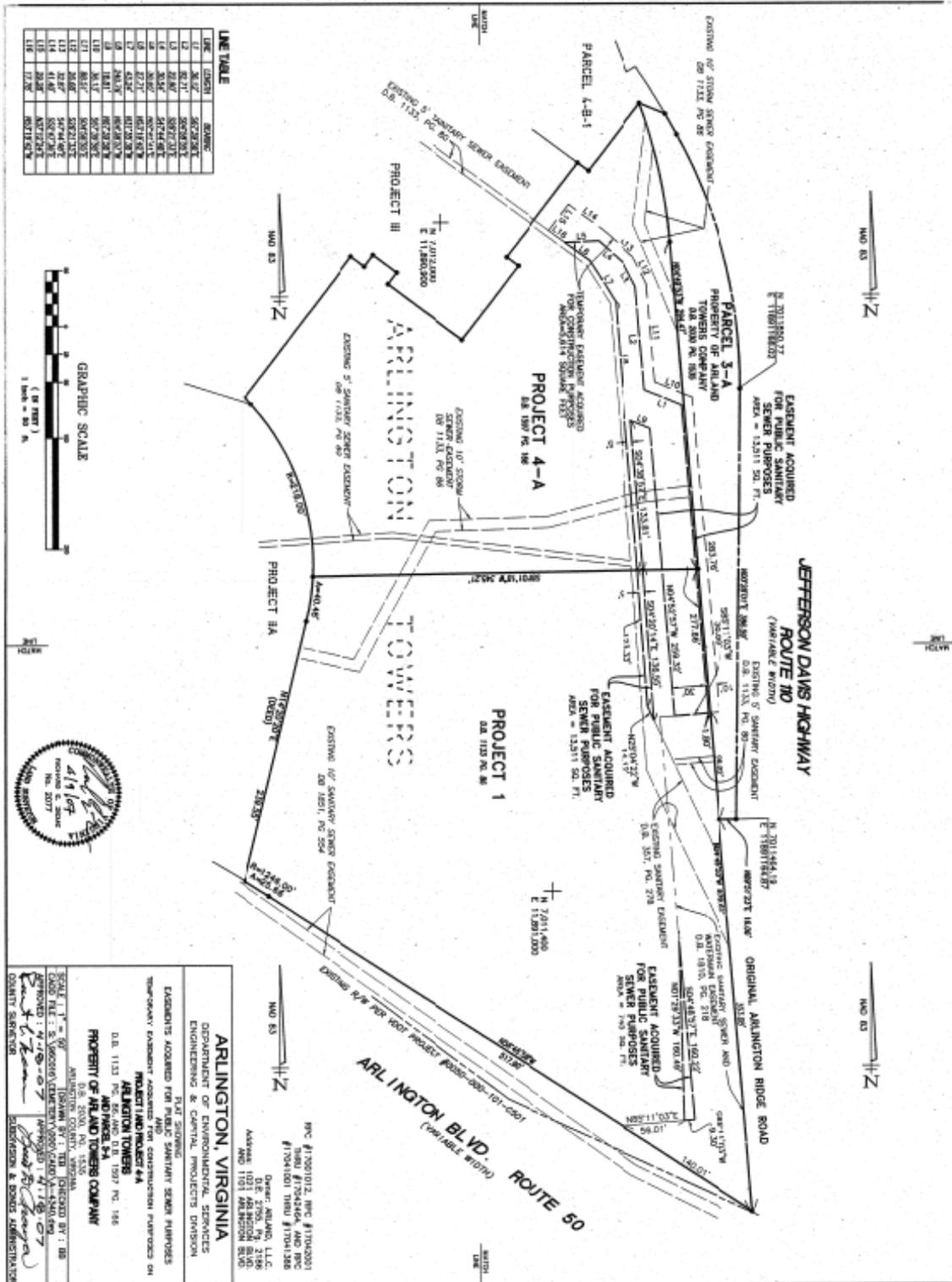
Parcel 1: BEGINNING at a point on the former east line of Arlington Ridge Road at its intersection with the new west right of way line of Jefferson Davis Highway; thence with the said west right of way line, 8 feet westerly from and concentric with or parallel to the highway survey centerline of Jefferson Davis Highway: (1) with a 471.36 foot radius curve to the right 134.45 feet; and (2) S. 1° 26' 59" W. 72.68 feet to a point on the said east line of former Arlington Ridge Road; thence with the last named line N. 3° 50' 55" W. 206.79 feet to the beginning, and containing 1,121.0 square feet, more or less.

PARCEL 2: BEGINNING at the point of beginning of Parcel 1 hereinabove described; thence with the east line of the former location of Arlington Ridge Road, S. 3° 50' 55" E. 206.79 feet; thence with the new west right of way line of Jefferson Davis Highway S. 1° 26' 59" W. 313.91 feet; thence N. 89° 09' 39" W. 16.06 feet to a point in the west line of said former location of Arlington Ridge Road and a point in the lands of Arlington Towers; thence with the said west line: (1) N. 3° 50' 55" W. 520 feet; and (2) with a 490.08 foot radius curve to the left 158.01 feet; thence with the said new west right of way line of Wilson Boulevard and its connection with Arlington Ridge Road: (1) N. 57° 47' 54" E. 8.97 feet; (2) with a 720.94 foot radius curve to the right 71.36 feet; and (3) with a 471.36 foot radius curve to the right 103.09 feet to the beginning and containing 23,222.0 square feet more or less.

Less and except that certain piece or parcel of land described as follows:

BEGINNING at a point in the Southerly line of Wilson Boulevard, said point being the Northeasterly corner of Parcel 4B (recorded in Deed Book 1630, at page 392); thence along said line of Wilson Boulevard on a curve to the left whose chord bearing and distance is S. 20° 33' 59" E. 30.03 feet and whose radius is 490.08 feet an arc distance of 30.04 feet; thence N. 57° 47' 54" E. 8.97 feet; thence on a curve to the right whose chord bearing and distance is S. 31° 06' 29" E. 49.99 feet and whose radius is 720.94 feet, an arc distance of 50.00 feet; thence through the parcel acquired from the Commonwealth of Virginia, N. 66° 35' 35" W. 24.92 feet to the point of beginning, containing 504 square feet;

EXHIBIT "D"





### Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 19<sup>th</sup> day of October, 2012, by and between

ARLINGTON HEALTH CENTER COMMISSION (also known of record as Arlington Hospital and Health Center Commission), a body corporate and politic, MEDICAL FACILITIES OF AMERICA XI, (II) LIMITED PARTNERSHIP, a Virginia limited partnership, formerly known as Medical Facilities of America, XI trading as Cherrydale Health and Rehabilitation Center under a certain Indenture of Lease (Ground Lease) with the Arlington Health Center Commission collectively

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

**WITNESSETH:**

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend as shown on the attached plat 40-12-0133 (variable) feet in width across the lands of GRANTOR; and

Initials: mm \_\_\_\_\_

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Virginia Power, 3072 Centreville Road Herndon VA 20171.

(Page 1 of 4 Pages)  
DVPIDNo(s). 40-12-0133  
Tax Map No. RPC #06027017

## Right of Way Agreement

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Arlington, Virginia, as more fully described on Plat(s) Numbered 40-12-0133, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials:                     

(Page 2 of 4 Pages)  
DVPIDNo(s). 40-12-0133

## Right of Way Agreement

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE'S** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE'S** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE'S** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE'S** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:     NM     \_\_\_\_\_

(Page 3 of 4 Pages)

DVPIDNo(s). 40-12-0133

DOMINION

RIGHT OF WAY AGREEMENT

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder, that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required,

NOTICE TO LANDOWNER: You are conveying right to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to negotiate compensation for any rights that you are voluntarily conveying.

WITNESS the following signatures and seals:

ARLINGTON HEALTH CENTER COMMISSION

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_

City/County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012

by \_\_\_\_\_

of ARLINGTON HEALTH CENTER COMMISSION.

\_\_\_\_\_  
Notary Public

Virginia Notary Reg. No. \_\_\_\_\_ My commission expires: \_\_\_\_\_

MEDICAL FACILITIES OF AMERICA XI, (II) LIMITED PARTNERSHIP,  
a Virginia limited partnership

By: Novel Martin

Its: CFO & Treasurer

State of VA

City/County of Roanoke

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Oct., 2012

by Novel Martin of MEDICAL FACILITIES OF AMERICA XI, (II) LIMITED PARTNERSHIP, a Virginia limited partnership.

Arlene Bosco Usery  
Notary Public

Virginia Notary Reg. No. 7033814 My commission expires: May 31, 2014



(Page 4 of 4 Pages)  
NOVA-40-12-0133

**DOMINION**

**RIGHT OF WAY AGREEMENT**

**Amendment to Right of Way Agreement**

**EXHIBIT "A"**

This Right-of Way Agreement dated October 19, 2012, by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, (**GRANTOR**), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power (**GRANTEE**), to which this Exhibit "A" is attached, is hereby as follows:

1. Paragraph 4 is hereby deleted in its entirety and the following inserted in lieu thereof:

Except as otherwise provided herein, **GRANTEE** shall have the right to keep the easement clear of all buildings structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**. **GRANTEE's** right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, shall specifically exclude: (i) the existing 15" storm sewer line, as well as any existing appurtenances and accessories related thereto; and (ii) an existing brick enclosure, located within the southern portion of the easement.

2. The last line of Paragraph 6 is hereby amended to change "...sixty (60) days... "to" ...one hundred eighty (180) days..."

3. Paragraph 7 is hereby deleted in its entirety and the following inserted in lieu thereof:

**GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject however, to **GRANTEE's** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping,

paving, sidewalks, curbing, gutters, street signs, and below ground obstructions so not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. **GRANTOR** shall reimburse **GRANTEE** for the cost of relocation of the facilities and **GRANTOR** shall convey to **GRANTEE** an equivalent easement at a location determined by the **GRANTOR**.

4. Paragraph 8 is hereby deleted in its entirety and the following inserted in lieu thereof:

**GRANTEE** shall have the right to assign or transfer to any public service company for the express purpose of providing electric service to the public, all or any part of the perpetual right, privilege and easement granted herein.

5. Paragraph 11 is hereby deleted in its entirety and the following inserted in lieu thereof:

**GRANTOR** covenants that it is the owner fee simple of the property on which this easement is granted.

6. The following language is added as Paragraph 13 to the Right of Way Agreement:

**GRANTEE**, agrees to indemnify, protect, defend, and hold **GRANTOR**, its employees and agents, harmless from and against all claims, actions, losses, damages, costs, expenses and liabilities arising out of injury to or death of any person or loss of or damage to any property in or upon the easement of **GRANTOR's** contiguous area, including the person or property of **GRANTOR**, its employees, agents, licensees, or others, to the extent such injury, death, loss, or damage is caused by the acts or omissions of **GRANTEE**, its agents, or employees. The foregoing indemnity shall not apply to any claims, actions, losses, damages, costs, expenses, and liabilities arising solely from any act or omission of **GRANTOR**, its agents, employees, licensees, or independent contractors.

7. The following language is added as Paragraph 14 to the Right of Way Agreement:

In the event that **GRANTEE** removes all of its wires and facilities from the easement and ceases to utilize the easement, then upon the request of **GRANTOR** (or the then-current owner of the underlying property, if different for **GRANTOR**), **GRANTEE** shall quitclaim its interest in this

Right of Way Agreement to **GRANTOR** (or the then-current owner of the underlying property, if different from **GRANTOR**).

Witness the following signatures and seals:

**GRANTORS:**

**ARLINGTON HEALTH COMMISSION**

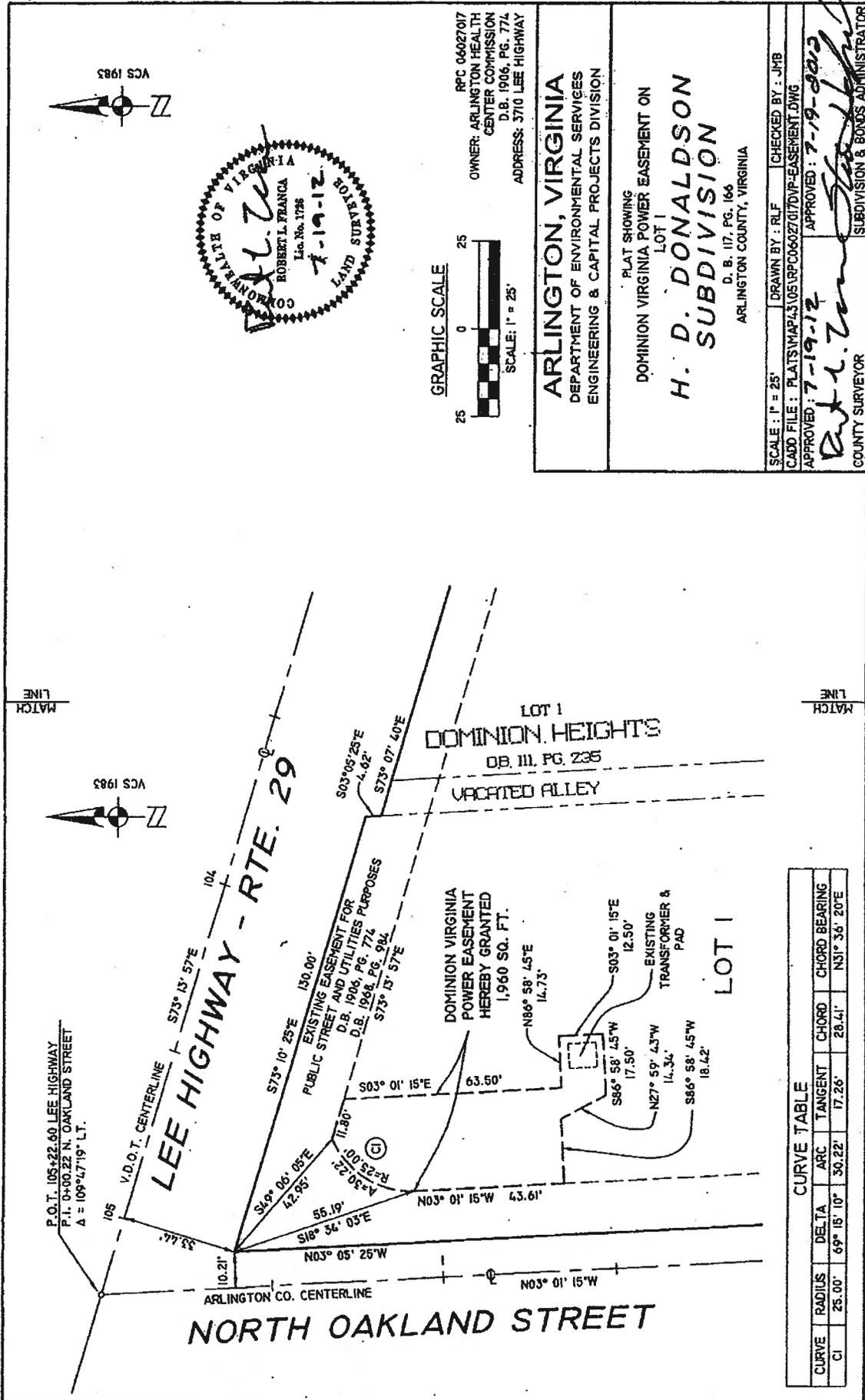
By: \_\_\_\_\_

Title: \_\_\_\_\_

**MEDICAL FACILITIES OF AMERICA XI, (II) LIMITED PARTNERSHIP,  
a Virginia limited partnership**

By:  \_\_\_\_\_

Title: CFO & Treasurer



DOMINION RIGHT OF WAY AGREEMENT

PLAT NUMBER 40-12-0133

GRID NUMBER C0919 DATE 10/9/2012

By M. C. Buckner

# ARLINGTON COUNTY, VIRGINIA

## Policy for Managing Special Events and Demonstrations in Public Spaces

WHEREAS, the County Board of Arlington County, Virginia (hereinafter “County Board”), desires to encourage public events and activities on streets, sidewalks, parks and plazas owned by the County Board or in which the County Board has a legal interest giving it rights for public use (collectively “Public Spaces”); and

WHEREAS, the County Board also desires to protect and preserve the rights and privileges of the residents and businesses of Arlington County to use and enjoy Public Spaces and to exercise their rights to free speech and assembly; and

WHEREAS, the County Board desires to be assured that events on Public Spaces occur in a manner that provides for the appropriate safety and security of the participants as well as affected residents and businesses; and

WHEREAS, the County Board desires to provide Arlington County government personnel and services to support such events within resource limitations; and

WHEREAS, the County Board desires to provide assistance to charitable institutions and associations that would otherwise not be able to afford to undertake special events due to required Arlington County charges related to the provision of law enforcement, fire and emergency services, so long as those organizations meet the legal requirements of the Code of Virginia and the County Board,

NOW, THEREFORE, BE IT RESOLVED that the County Board hereby enacts this the Arlington County, Virginia, Policy for Managing Special Events and Demonstrations in Public Spaces (hereinafter “Policy”), and further authorizes the County Manager to implement this Policy through administrative regulations and procedures.

### 1. Definitions

For the purposes of this Policy, the following terms shall have the meanings set forth herein:

- A. The term “County” shall mean the County Board and its elected and appointed officials, employees, agents, Boards, and Commissions.
- B. The term “Demonstration” shall mean any picketing, speech making, marching, holding vigils or religious services and other like forms of conduct, in Public Spaces, which involves the communication or expression of views or grievances, is engaged in by one or more persons, and has the effect, intent or propensity to attract a crowd or onlookers. The term “Demonstration” shall not include the casual use of Public Spaces by Arlington

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County residents or visitors which use does not have the effect, intent, or propensity to attract a crowd or onlookers.

- C. The term “Special Event” shall mean any race, pageant, celebration, historical reenactment, entertainment, exhibition, parade, fair, festival or similar event in a Public Space which does not constitute a “Demonstration” as that term is defined above and which is engaged in by one or more persons whose conduct has the effect, intent or propensity to draw a crowd. The term “Special Event” shall not include any of the following:
1. A series of repeating events if each event is separated from the next event by at least twenty-four (24) hours.
  2. The casual use of Public Spaces by Arlington County residents or visitors, which use does not have the effect, intent or propensity to attract a crowd or onlookers.
  3. Regularly-occurring markets (e.g. arts & crafts, farmers, flea and similar markets), uses or activities that are permitted by an approved use permit, or Arlington County Department of Parks and Recreation (DPR) events or the activities of DPR-affiliated sports groups.
  4. Small neighborhood events, including block parties and parades, that a) do not include the sale or distribution of alcohol, b) are conducted in a public space or on a one- or two-block section of a non-primary, residential street by persons who reside on that section of the street, and c) County staff estimates will result in fewer than 150 attendees. Such events shall, however, be subject to right-of-way permit requirements and/or other permits or requirements imposed by the County depending on the nature of the event and its location.

## **2. Regulation of Demonstrations and Special Events**

- A. It shall be the policy of the County to encourage Special Events, in or on Public Spaces, including those events that support the County’s vision of a diverse and inclusive world-class urban community where people unite to form a caring, learning, participating, sustainable community.
- B. Permits shall be required for all Special Events and Demonstrations in order to protect and preserve the rights and privileges of Arlington County residents and businesses to enjoy and use Public Spaces. Permits shall not be utilized or construed by permittees or third parties to permit or undertake camping or the construction of any structure unless the structure constructed is temporary (meaning that it shall be removed at the expiration of the respective permit) and the construction is both expressly allowed by the permit and meets all other governmental and regulatory requirements.
- C. In keeping with individuals’ right to express their views or grievances, permits for Demonstrations shall be granted except when denying a permit is necessary, in light of an imminent, clear, and present danger, to protect public safety and the safety of the proposed Demonstration’s participants and the safety of residents and businesses affected by the Demonstration. In the event that a permit is denied, it should be denied only to the extent necessary to protect safety.

- D. It shall be the policy of the County to provide personnel and services to support Special Events, within resources limitations, and to charge the organizer of each Special Event for such personnel and services on a one hundred percent (100%) cost-recovery basis unless prohibited by law.
- E. It shall be the policy of the County to provide a fee-reduction program, subject to annual appropriations by the County Board, to enable the conducting of Special Events by charitable institutions or associations that otherwise would not be able to afford to undertake Special Events due to charges imposed by the County related to the provision of law-enforcement, fire, and emergency services. The details of and criteria for the fee-reduction program are discussed further below.

### **3. Permit Application Process**

- A. The County Manager or his or her designee shall establish the details of the permit application process for Special Events and Demonstrations. The details of the permit application process shall be set forth in the regulations established by the County Manager to implement this Policy. In all cases the permit application process shall address and include, but not be limited to, the following criteria:
  - 1. Prioritization of established annual or otherwise recurring events;
  - 2. Development of reasonable permit application deadlines; and
  - 3. Establishment of reasonable permit application and review fees as part of the County Board's annual budget process.
- B. The County Manager or his or her designee shall review the permit application process regularly, soliciting input from Special Event and Demonstration permit applicants, organizers and managers, receiving advice of public safety and other support agencies, and balancing the encouragement of Special Events and Demonstrations with the need to protect the public's health, safety and general welfare.

### **4. Limitations on the Frequency of Certain Special Events; Cost Minimization**

- A. In order to ensure that no residential or commercial area of Arlington County is unduly impacted by Special Events, reasonable standards shall be established by the County Manager to regulate the number of Special Events held each year that are designed to attract a crowd of five hundred (500) or more people to any given area.
  - 1. For the purposes of this section, areas will be defined, in the sole discretion of the County Manager, by Civic Association and other geographic boundaries (e.g. Ballston, Clarendon, Columbia Pike, Courthouse, Crystal City, Pentagon City, Potomac Yard, Rosslyn, Shirlington, Virginia Square, Westover, etc.).
  - 2. Standards developed by the Manager pursuant to this section shall be based on the availability and cost of public-safety personnel and other County staff needed to

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support Special Events while enabling the County to maintain normal County operations.

- B. The County Manager or his or her designee shall work with applicants and Special Event and Demonstration organizers and managers to provide support to meet event goals while preserving public health and safety.
- C. The County Manager or his or her designee shall work with applicants and Special Event and Demonstration organizers and managers to minimize costs to be charged to applicants and organizers by recommending alternate venues, utilizing less-expensive County staff, or relying on volunteer support, among other cost-cutting measures.

## **5. County Charges and Fees**

- A. The County Manager shall recommend to the County Board, as part of the County Board's annual budget process, charges and fees related to the provision of County personnel and services to support Special Events and Demonstrations. These charges and fees also will account for the cost of protecting the safety of each event's participants, as well as Arlington County residents, visitors, and businesses.
- B. Fees and costs for Demonstrations will be charged only to the extent allowed by state and federal law.
- C. All fees and charges assessed to applicants and organizers for County personnel and services shall be based on the County's incurred costs, with the exception of administrative fees, such as application fees, which may be billed at a flat rate but shall nonetheless be based on the County's actual administrative costs.
  - 1. Assessed fees may include charges for application review and any subsequent reviews or other action by County staff to support the applicant or organizer or at the applicant's or organizer's request prior to, during, or following the respective event.
  - 2. Assessed fees may include charges for the following services and support: police, fire/emergency medical, signage, street cleaning, street/lane closure, trash/recycling collection and disposal, tents/stages, electrical, fire prevention, and DPR programming, facility, and equipment fees.
- D. The fees and charges outlined in this section shall be in addition to, and not in lieu of, other state and local fees and licenses, as applicable, including, but not limited to, business license fees, food establishment license fees, and Virginia Department of Alcoholic Beverage Control license fees.

## **6. Special Event Fee-Reduction Program**

- A. The County Manager shall recommend to the County Board, as part of the annual budget process, the maximum total annual amount of County fees related to the provision of law-enforcement, fire, and emergency services that may be reduced for Special Events in the upcoming County fiscal year. Any such reductions, and the regulations adopted by the County Manager that pertain thereto, shall be permitted only

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to the extent that such support is allowed by § 15.2-953 of the Code of Virginia, 1950, as amended.

- B. Fee reductions will be made to the extent allowed by state law to charitable institutions or associations undertaking events that meet the criteria set forth below.
- C. County staff shall work with each Special Event's organizer(s) to minimize costs while at the same time protecting public health and safety.
- D. No organization will be awarded Special Event fee reductions for more than two events in any one County fiscal year.
- E. The criteria for evaluating each Special Event fee-reduction application shall include, but are not limited to:
  - 1. Whether the Special Event organizer has fully and timely paid County bills related to Special Events organized by that organizer in the past;
  - 2. Whether the Special Event organizer has in the past conducted Special Events that required Arlington Police responses to calls for service to address public-safety issues;
  - 3. Whether the Special Event will be the fifth or more event to occur in a given Civic Association area in the then-current County fiscal year;
  - 4. Whether the County-required expenses for safety and emergency support exceed the amount that is 10% of the applicant's anticipated revenues from the Special Event; and
  - 5. Whether or not the applicant is a charitable institution or non-profit organization, or a cultural/heritage organization engaged in commemorating historical events, is not controlled by a church or sectarian society, is located within the geographic boundaries of Arlington County or, if not located within the geographic boundaries of Arlington County, whether it is an organization, institution, or association that provides services to residents of Arlington County.
- F. The amount of the Special Event fee reduction for any one event shall be limited to the annual maximum fee reduction amount adopted by the County Board, and/or the difference between the actual County-required expenses for safety and emergency services and 10% of the applicant's anticipated revenues from the respective Special Event, whichever is less.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2012.

**STANDARD PROJECT ADMINISTRATION AGREEMENT  
Federal-aid Projects**

Project Number	UPC	Local Government
EN12-000-764, P101	103595	Arlington County Four Mile Run Trail Connection

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Arlington, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
  - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all

federal, state, and local laws and regulations. If the locality expends over \$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
  - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
  - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified,

shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the

DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF ARLINGTON, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.**

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Commissioner of Highways  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachment**

Appendix A

## Appendix A

<b>Project Number: EN12-000-764, P101</b>		<b>UPC: 103595</b>		<b>Locality: Arlington County</b>	
<b>Project Name: Potomac Yard – Four Mile Run Trail Connection</b>					
<b>Locality DUNS Number: 56285042</b>			<b>Locality Zip Code +4: 22201-5404</b>		
<b>Project Narrative</b>					
<b>Scope:</b> Design a paved trail connection between the Four Mile Run Trail at stream level and the street level network of bicycle and pedestrian accommodations in Potomac Yard.					
<b>Locality Project Manager Contact Info:</b> David Patton, Bicycle and Pedestrian Planner, Arlington DOT, 2100 Clarendon Blvd. Suite 900, Arlington VA 22201 (703)228-3633 <a href="mailto:Dpatton@arlingtonva.us">Dpatton@arlingtonva.us</a>					
<b>Department Project Coordinator Contact Info:</b> Doug Miller, VDOT Northern Virginia District, 4975 Alliance Drive, Fairfax VA 22030 (703) 259-1793 <a href="mailto:Douglas.Miller@VDOT.virginia.org">Douglas.Miller@VDOT.virginia.org</a>					
<b>Project Costs and Reimbursement</b>					
<b>Phase</b>	<b>Estimated Project Costs</b>	<b>Estimated Eligible Project Costs</b>	<b>Estimated Eligible VDOT Project Expenses</b>	<b>Estimated Reimbursement to Locality</b>	
Preliminary Engineering	\$220,000				
Right-of-Way & Utilities	\$30,000				
Construction					
<b>Total Estimated Cost</b>	<b>\$250,000</b>	<b>\$237,500</b>	<b>\$15,000</b>	<b>\$175,000</b>	
<b>Total Maximum Reimbursement by Locality to VDOT</b>				N/A	
<b>Total Maximum Reimbursement by VDOT to Locality</b> (may be reduced by eligible VDOT project expenses)				<b>\$190,000</b>	
<b>Project Financing</b>					
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	
Transportation Enhancement (80%)	Local Match (20%)	Local Funds (100%)		Aggregate Allocations (A+B+C)	
\$190,000	\$47,500	\$12,500		\$250,000	
<b>Program and Project Specific Funding Requirements</b>					
This project will be administered in accordance with the "Enhancement Program Procedure Manual" and the "Locally Administered Projects (LAP) Manual".					
Any expenses above the combined federal (80%) and local (minimum 20% match) will be at 100% project sponsor cost.					
100% of eligible VDOT project expenses will be recovered as follows:					
<ul style="list-style-type: none"> <li>• 20% will be deducted from reimbursement requests.</li> <li>• 80% will be deducted from the Federal Enhancement allocation amount.</li> </ul>					
Any ineligible items identified throughout project development will not be reimbursable.					
For Transportation Enhancement projects, the LOCALITY shall maintain the Project, or have it maintained, in a manner satisfactory to the Department or its authorized representatives, and make ample provision each year for such maintenance unless otherwise agreed to by the DEPARTMENT.					
The Department will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The applicant is responsible for implementing any environmental commitments from the environmental document. In addition, the applicant is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the applicant and deducted from the project funds.					
In accordance with CTB policy, the project must be completed and the \$190,000 Enhancement allocation expended by <b>October 1, 2016</b> or the project may be subject to de-allocation.					

This attachment is certified and made an official attachment to this document by the parties of this agreement

\_\_\_\_\_  
Authorized Locality Official

\_\_\_\_\_  
date

\_\_\_\_\_  
Enhancement Program Manager

\_\_\_\_\_  
date

## ARLINGTON COUNTY, VIRGINIA

**RESOLUTION TO AUTHORIZE THE ADVERTISEMENT OF PUBLIC HEARINGS AT THE JANUARY 14, 2013, PLANNING COMMISSION AND THE JANUARY 26, 2013, COUNTY BOARD MEETINGS, TO CONSIDER AMENDING, REENACTING AND RECODIFYING THE ARLINGTON COUNTY ZONING ORDINANCE, SECTION 20. (APPENDIX A), “CP-FBC” COLUMBIA PIKE FORM BASED CODE DISTRICTS AS FOLLOWS: SECTION II. DEFINITIONS TO REVISE EXISTING DEFINITION FOR “STREET LIGHT;” SECTION III. THE REGULATING PLANS, B. RULES FOR THE REGULATING PLAN AND NEW DEVELOPMENT PLANS, 3. STREETScape TO DESIGNATE REQUIRED LOCATIONS FOR THE PLACEMENT OF STREET LIGHTS AND CLARIFY THE DESCRIPTION OF STREETScape ZONES; SECTION V. STREETScape STANDARDS, B. MINIMUM STANDARDS TO REMOVE EXISTING REFERENCES TO PLACEMENT OF STREET LIGHTS AND TO CHANGE MINIMUM TREE CALIPER SIZES FROM 4-4 ½ INCHES TO 3 ½ INCHES; SECTION VI. ARCHITECTURAL STANDARDS, G. LIGHTING AND MECHANICAL EQUIPMENT, 2. STANDARDS FOR LIGHTING AND MECHANICAL EQUIPMENT TO CHANGE STREET LIGHT FIXTURE TYPE AND HEIGHT REQUIREMENTS AND TO REQUIRE THE SUBMISSION OF A PHOTOMETRIC ANALYSIS TO DETERMINE THE APPROPRIATE SPACING OF STREET LIGHTS; IN ORDER TO REDUCE OR PREVENT CONGESTION IN THE STREETS; FACILITATE THE CREATION OF A CONVENIENT, ATTRACTIVE AND HARMONIOUS COMMUNITY; AND FOR OTHER REASONS REQUIRED BY THE PUBLIC NECESSITY, CONVENIENCE AND GENERAL WELFARE, AND GOOD ZONING PRACTICE.**

The County Board of Arlington County hereby resolves to advertise public hearings at the January 14, 2013 Planning Commission and January 26, 2013 County Board meetings to consider amending, reenacting and recodifying the Arlington County Zoning Ordinance provisions in Section 20. (Appendix A), “CP-FBC” Columbia Pike Form Based Code Districts, as follows; to amend: Section II. Definitions to revise existing definition for “street light;” Section III. The Regulating Plans, B. Rules for the Regulating Plan and New Development Plans, 3. Streetscape to designate required locations for the placement of street lights and clarify the description of streetscape zones; Section V. Streetscape Standards, B. Minimum Standards to remove existing references to placement of street lights and to change minimum tree caliper sizes from 4-4 ½ inches to 3 ½ inches; Section VI. Architectural Standards, G. Lighting and Mechanical Equipment, 2. Standards for Lighting and Mechanical Equipment to change street light fixture type and height requirements and to require the submission of a photometric analysis to determine the appropriate spacing of street lights and to modify approved conditions for three use permits for Form Based Code projects; in order to reduce or prevent congestion in the streets; facilitate the creation of a convenient, attractive and harmonious community; and for other reasons required by the public necessity, convenience and general welfare, and good zoning practice:

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Zoning text proposed to be added is denoted with underline. Zoning text proposed to be removed is shown with ~~strikethrough~~

**COLUMBIA PIKE FORM BASED CODE**

**II. Definitions**

The following terms are defined for the purpose of the **Columbia Pike Special Revitalization District Form Based Code**, Section 20 of the Arlington County Zoning Ordinance. Terms not defined here may be defined elsewhere in the Zoning Ordinance. In such case, the definition contained in the Zoning Ordinance will be used. Certain terms in the **Form Based Code** are used in very specific ways, often excluding some of the meanings of common usage. Wherever a word is printed in SMALL CAPITAL LETTERS, it is being used as defined herein.

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**STREET LIGHT**

A luminaire installed on both sides of STREETS, along the STREET TREE ALIGNMENT LINE, ~~unless otherwise designated on the REGULATING PLAN, at intervals of no more than 60 feet, measured parallel to the STREET. STREET LIGHTS be between 9 and 16 feet above ground in height. Lighting standards for STREETS and ALLEYS should be developed to meet the minimum standards of the Illumination Engineering Society (with the design criteria giving equal weight to the lighting of the pedestrian areas and the automobile areas).~~

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**III. The Regulating Plans**

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The REGULATING PLAN is the principal tool for implementing the **Columbia Pike Special Revitalization District Form Based Code** and identifies the basic physical characteristics of each building site and the BUILDING ENVELOPE STANDARD (BES) assigned to it.

**B. Rules for the Regulating Plan and New Development Plans**

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**3. SREETSCAPE**

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B. ~~STREET LIGHTS shall be installed on both sides of STREETS~~poles shall be centered along the STREET TREE ALIGNMENT LINE where feasible and not in conflict with existing utilities. Where such location is not feasible due to existing or other required, underground or above ground structures in the right of way, STREET LIGHT poles shall be located two (2) feet to four (4) feet behind the back of curb within the furniture zone (as defined below), ~~and unless otherwise designated on the REGULATING PLAN, at no more than 60 foot intervals measured parallel to the STREET.~~ STREET LIGHTS shall not be located within the clear zone or the shy zone (as defined below). At the time of development, the developer is only responsible for the installation of STREET LIGHTS on the side(s) of the STREET being developed.

C. At the time of development, the developer is required to install sidewalks. Sidewalks shall not be constructed entirely of plain poured concrete. However, a ~~six-foot wide~~ "clear zone" of no less than 6 feet in width of smooth concrete sidewalk shall be constructed and maintained free of obstruction for pedestrians at all times. A variety of paving materials, textures, and colors are allowed outside of the clear zone. All paving materials shall be compliant with ADA accessibility guidelines and material selection should be sensitive to the needs of mobility impaired persons. In addition, a "shy zone" of at least 2 feet in width shall be included adjacent to the building face and a furniture zone of up to 6 feet in width shall be included behind the back of curb. Consistency of paving design is required within a project and within a BLOCK.

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**V. Streetscape Standards**

**B. Minimum Standards**

**1. THE STREETScape**

- Each Street shall have canopy shade trees (STREET TREES). Wherever the REGULATING PLAN does not show specific STREET TREE placement, STREET TREES shall be planted along the STREET TREESALIGNMENT LINE at an average spacing ~~betweennot greater than~~ 25 to 30 feet on center (measured per BLOCK face). Required tree planting area widths are specified on the typical street cross sections in the Master Transportation Plan – Part I. However, open soil surface area shall be not less than 60 square feet per isolated tree, and connected (tree strip) planting areas are encouraged. The planting area’s minimum dimension shall be 5 feet or as indicated in Arlington County Landscape Standards, Section II.B. Tree Pit Size/Planting Strip Size. At planting, trees shall be at least ~~4 to 4.5~~ 4.53.5 inches in diameter (4 feet above grade) ~~and at least 12 feet in overall height.~~ Species shall be selected from the Columbia Pike Special Revitalization District Street Tree List. Consult the ADMINISTRATIVE REVIEW TEAM for the designated tree species for a particular STREET.
- Any unpaved ground area fronting the LOTS (to the curb) shall be planted with groundcover or flowering vegetation.
- STREET TREES shall be “limbed up” so as to not interfere with pedestrian or auto/truck travel (minimum 7 feet clear over the sidewalk and 14 feet over the travel lanes of the STREET).
- Low metal fencing or railing that is attractive and durable shall be installed around STREET TREE pit areas to prevent pedestrian damage to planting materials. Consistency of fencing design is required within a project and within a BLOCK face. (Tree fencing shall not be required in locations where the clear sidewalk area is less than 6 feet in width.)

**2. BACKS**

On LOCAL and NEIGHBORHOOD sites only, at least 1 canopy shade tree per 550 square feet of the required open (unpaved) area shall be planted in the rear LOT area and no closer than 5 feet to any COMMON LOT LINE. (See the Siting Requirement under the BUILDING ENVELOPE STANDARDS). Such trees shall be at least ~~4 to 4.5~~ 4.53.5 inches caliper (4 feet above grade) ~~and 10 feet in overall height.~~ Species shall be selected from the Columbia Pike Special Revitalization District Street Tree List.

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**7. GENERAL NOTES**

- All plant material (including trees) shall conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under State regulations.
- Invasive exotic species found anywhere on the Lot shall be removed
- Mechanical and electrical equipment including, but not limited to, air compressors, pumps, exterior water heaters, water softeners, private garbage cans (not including public sidewalk waste bins), and storage tanks may not be stored or located within any Street. (Water pumps not visible are not included in this prohibition.)
- ~~Street Lighting shall be placed along the Street Tree Alignment Line or within the furniture zone as shown in the Master Transportation Plan.~~

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**VI. Architectural Standards**

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**G. Lighting and Mechanical Equipment,**

**2. STANDARDS FOR LIGHTING AND MECHANICAL EQUIPMENT**

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Lighting.

- ~~STREET LIGHTS: The single black 16-foot “Carlyle” luminaire, or other STREET LIGHTS as the County specifies, shall be used within the Columbia Pike Special Revitalization District. In order to minimize light pollution, light should be directed downward to the immediate area being lighted and away from any living quarters.~~
- ~~STREET LIGHTING: Lights shall be located 16 feet above grade with a maximum average spacing (per BLOCK face) of 60 feet on center located on the STREET TREE ALIGNMENT LINE or within the furniture zone on each side of the STREET and travel lanes (unless otherwise indicated on the REGULATING PLAN). shall meet the following, with street classifications determined by the categories assigned in the adopted Master Transportation Plan Street Element:~~
  - On principal arterial streets, STREET LIGHTS shall be double-globed Carlyle luminaires on 16 foot poles;
  - On minor arterial streets, STREET LIGHTS shall be single-globed Carlyle luminaires on 14 foot poles;
  - On principal and minor local streets, STREET LIGHTS shall be single globed Carlyle luminaires on 12 foot poles.
- A photometric analysis will be submitted as part of the Form Based Code application by the developer. Such analysis will show that, with the spacing of street lights as shown by the developer on the lighting plan, the light levels will fall within recommended levels shown in [Arlington County’s 2012 Traffic and Street Lighting Specifications](#), for the street type and location.

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**ATTACHMENT A:**

The following projects and their respective conditions would be amended to add the underlined language:

FBC Use Permit Project	Condition Numbers	
	Landscape Standards	Sidewalk Design & Improvements
U-3224-09-1 (Axumite Village)	9	14
U-3223-09-1 (Columbia Place)	9	14
U-3334-12-1 (Pike 3400)	11	16

The condition requirements addressing the minimum tree caliper size are described below.

- A. Landscape Standards. The condition requires that plant materials and landscaping meet the then-current American Standard for Nursery Stock, as well as additional standards, including a minimum caliper of 4 to 4 ½ inches for major deciduous trees (shade or canopy trees such as Oaks, Maples, London Plane Trees, Japanese Zelkovas, etc.) other than street trees. For use permits that have not received either the first Certificate of Occupancy (Core and Shell) or the first Partial Certificate of Occupancy for tenant occupancy, staff would recommend that the requirement be changed to permit a minimum size of 3 ½ inches caliper for major deciduous trees.
  
- B. Sidewalk Design and Improvements. The condition identifies the requirements for the use permit’s streetscape, including the sidewalk width, clear zone and construction standards; the location, size (4 to 4 ½ inches caliper), species, placement (tree pits, tree grates or planting strips), and planting standards for street trees; as well as, developer-responsibility for maintenance and replacement of street trees and sidewalks for the life of the use permit. For use permits that have not received either the first Certificate of Occupancy (Core and Shell) or the first Partial Certificate of Occupancy for tenant occupancy, staff would recommend that the requirement be changed to permit a minimum size of 3 ½ inches caliper for street trees.

*If a final landscape plan that shows 4 to 4 ½ inches caliper size street trees and major deciduous trees has been approved by the County Manager, and either the first Certificate of Occupancy (Core and Shell) or the first Partial Certificate of Occupancy for tenant occupancy has not been issued, the Developer may submit to the Zoning Administrator a revision to the approved final landscape plan, in the form of a written memo and revised sheets, to reduce the size of major deciduous trees and street trees to no less than a minimum of 3 ½ inches caliper.*



AMENDMENTS TO  
ARLINGTON COUNTY PURCHASING RESOLUTION  
TO BE EFFECTIVE UPON ADOPTION BY THE COUNTY BOARD  
**TEXT OF PROPOSED AMENDMENTS**

(New text is bold and underlined. Deleted text is lined through.)

AMENDMENTS TO PURCHASING RESOLUTION

I. The following sections and subsections of the Purchasing Resolution are amended to read, in pertinent part, as follows:

1-201 Definitions

\* \* \*

**(10) County Manager Unless otherwise prohibited by the Code of Virginia, or where the context clearly indicates otherwise, County Manager shall mean County Manager of Arlington County or her designee or authorized agent or representative.**

\* \* \*

4-102 Competitive Negotiation

(1) Competitive Negotiation For Goods or Services Other Than Professional Services

A. Conditions for Use: Upon a determination made in advance by the Purchasing Agent and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public; goods, services, or insurance may be procured by competitive negotiation. The writing shall document the basis for this determination.

Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instances upon a determination made in advance by the Purchasing Agent and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination:

~~i. for the construction, alteration, repair, renovation or demolition of buildings or structures when the contract is not expected to cost more than \$1,500,000;~~

~~ii. i.~~ for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property; or

~~iii. ii.~~ for construction contracts awarded on a fixed price or not-to-exceed price design-build or construction management basis in accordance with the requirements of §2.2-4308 of the Code of Virginia, and the procedures set forth in §4-102 (3) below.

\* \* \*

(3) Competitive Negotiation for Acquisition of Construction on a Fixed Price or Not-to-exceed Price Design-Build or Construction Management Basis. Upon a written determination made in advance by the Purchasing Agent that for a specific construction project (i) a design-build or construction management contract is more advantageous than a competitive sealed bid construction contract; (ii) there is a benefit to the public body by using a design-build or construction management contract; and (iii) competitive sealed bidding is not practical or fiscally advantageous, **and (iv) for a construction management contract fast tracking of construction is needed to meet County program requirements or value engineering and/or constructability analyses concurrent with design are required,** such design-build or construction management contract may be procured under the procedures set forth in §4-102 (1), in addition to the following procedures:

- A. Prior to making a determination as to the use of design-build or construction management for a specific construction project, the County shall employ, or contract with, a licensed architect or engineer with professional competence appropriate to the project to advise the County regarding the use of design-build or construction management for that project and to assist in the preparation of the Request for Qualifications (RFQ) and Request for Proposals (RFP) and the evaluation of such qualifications and proposals.
- B. Upon approval of the Purchasing Agent of the use of design-build or construction management contract for a specific construction project, the Purchasing Agent shall appoint a Selection Advisory Committee of not less than three (3) members, one of whom shall be the architect or engineer employed by or under contract with the County pursuant to subsection A.
- C. The Purchasing Agent shall issue a notice of Request for Qualifications (RFQ) from potential offerors by posting on a public bulletin board and advertising in a newspaper of general circulation in the County at least ten (10) days preceding the last day set for the receipt of qualifications. In addition, qualifications may be solicited directly from potential offerors. The RFQ shall indicate in general terms that which is sought to be procured, specifying the criteria which will be used in evaluating the potential offerors' qualifications, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of offerors. The RFQ shall request of potential offerors only such information as is appropriate for an objective evaluation of all potential offerors pursuant to such criteria. The Purchasing Agent shall receive and

consider comments concerning specifications or other provisions in the request for qualifications, prior to the time set for receipt of qualifications.

The Selection Advisory Committee shall evaluate each responding potential offeror's qualifications submittal and any other relevant information, and shall select a minimum of two (2) offerors deemed fully qualified and best suited on the basis of the criteria contained in the RFQ. An offeror may be denied prequalification only upon those grounds specified in Section 4-101(2)F herein. At least thirty (30) days prior to the date established for the submission of proposals, the Purchasing Agent shall advise in writing each potential offeror whether that offeror has been selected. In the event that a potential offeror is not selected, the written notification to such potential offeror shall state the reasons therefor.

- D. The Purchasing Agent shall issue a Request for Proposals (RFP) to the selected offers at least ten (10) days prior to the date set for receipt of proposals. The RFP shall include and define the requirements of the specific construction project in areas such as site plans, floor plans, exterior elevations, basic building envelope materials, fire protection information plans, structural, mechanical (HVAC) and electrical systems, and special telecommunications, and such other requirements as the Purchasing Agent deems appropriate for the construction project. In the case of a construction management contract, the RFP shall also define the pre-design, design phase, bid phase and/or construction phase services to be performed by the construction manager. The RFP shall also specify the criteria to be used by the Selection Advisory Committee to evaluate proposals. The Purchasing Agent shall receive and consider comments concerning specifications or other provisions in the request for qualifications, prior to the time set for receipt of qualifications.

The RFP shall be evaluated under a two-step process. Each offeror shall submit a cost proposal and a technical proposal. Cost proposals shall be sealed separately from technical proposals. Cost proposals shall include a lump sum or guaranteed maximum price (GMP) for all requested services. Upon receipt of an offeror's technical and cost proposals, the offeror's cost proposal shall be secured by the Purchasing Agent and kept sealed until evaluation of all technical proposals is completed.

The Selection Advisory Committee shall evaluate each technical proposal and select two (2) or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the criteria set forth in the RFP for further consideration. The Selection Advisory Committee shall hold discussions with each of the selected offerors exercising care to discuss the same owner information with each offeror. In addition, the Selection Advisory Committee shall not disclose any trade secret or

proprietary information for which the offeror has invoked protection pursuant to §2.2-4342 F of the Code of Virginia.

Upon completion of the discussions, the Selection Advisory Committee shall determine whether any changes to the proposals should be requested to correct errors or omissions or to clarify ambiguities, or to incorporate project improvements or additional details identified by the Committee during its review. Offerors may submit revised technical proposals, as well as sealed modifications to their cost proposals. The Selection Advisory Committee will complete its evaluations of the revised technical proposals. Upon completion of the technical review, the Purchasing Agent shall publicly open and tabulate the cost proposals including any modifications submitted by an offeror. Following opening of the cost proposals, the Selection Advisory Committee shall make its recommendation to the Purchasing Agent based upon the criteria included in the RFP. Award shall be made to the fully qualified offeror determined to offer the best value in response to the RFP.

Should the Purchasing Agent determine in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the other offerors under consideration, a contract may be negotiated and awarded to that offeror.

- E. Any GMP construction management contract, shall include contract terms providing that 1) not more than 10% of the construction work (measured by cost of the work) shall be performed by the Construction Manager with its own forces and 2) that the remaining 90% of the construction work shall be performed by subcontractors of the construction manager which the construction manager shall procure by competitive sealed bidding or competitive negotiations.
- F. **For any GMP construction management contract, the GMP shall be established at the completion of the working drawings unless a waiver has been granted by the Purchasing Agent.**
- ~~F.~~G. The Purchasing Agent may promulgate such additional procedures, not inconsistent with the provisions of this Section, and consistent with the procedures for the procurement of nonprofessional services through competitive negotiation, as deemed necessary and appropriate to effect the selection an evaluation of offers and the award of design-build and construction management contracts.

\* \* \*

7-107 Contractual Disputes

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment, however, written notice of the contractor's intention to file such claim must have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after the completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

A procedure for consideration of contractual claims shall be included in each contract. Such procedure, which may be incorporated into the contract by reference, shall establish a time limit for a final decision in writing by the County Manager. **If no time limit is established in the contract, the default shall be 15 days.**

The decision of the County Manager shall be final and conclusive unless the contractor appeals within six months of the date of the decision on the claim by the County Manager to the County Board in accordance with the requirements of sections 15.2-1243 through 15.2-1248 of the Virginia Code.

A contractor may not institute legal action as provided in section 7-108 of this Resolution prior to receipt of the County Board's decision on the claim.

\* \* \*

II. In section 1-201, a new sub-section 10 is added to such section as provided above and the existing subsection 10 and all following subsections shall be renumbered accordingly.

III. The sections and subsections of the Purchasing Resolution not specifically amended above shall remain in full force and effect.

**DRAFT/PROPOSED  
CALENDAR YEAR 2013  
COUNTY BOARD MEETING SCHEDULE**

<b>Date</b>	<b>Type</b>	<b>** Recessed Meetings</b>	<b>County Holidays/Conferences * Holidays in bold</b>
Tuesday, January 1	Organizational Meeting, 11 a.m.		<b>Tue., Jan. 1 New Years Day Mon., Jan. 21 MLK Birthday</b>
Saturday, January 26	* Regular Meeting	Tues., January 29	Thur., Jan. 31 VML/VACo Leg Day, Richmond
Saturday, February 23	Regular Meeting	Tues., February 26	<b>Mon., Feb. 18 President's Day</b>
Saturday, March 16	Regular Meeting	Tues., March 19	Sat., March 2-6 NACo Legislative Conference
Tues. March 26 --Board Room 307	Budget Hearing, 7 pm		
Thursday, March 28 --Board Room 307	Tax Rate Hearing, 7 pm		
Saturday, April 20	Regular Meeting	Tues., April 23	
Saturday, May 18	Regular Meeting	Tues., May 21	<b>Mon., May 27 Memorial Day</b>
Saturday, June 15	Regular Meeting	Tues., June 18	
Saturday, July 13	Regular Meeting	Tues., July 16	<b>Thur., July 4 Independence Day Fri., July 19-22 NACo Conference</b>
August – No Meetings			Wed., August County Fair
Saturday, September 21	Regular Meeting	Tues., September 24	<b>Mon., Sept 2 Labor Day Sun., Sept. 22 - 25 ICMA Conference</b>
Saturday, October 19	Regular Meeting	Tues., October 22	<b>Mon., Oct. 14 Columbus Day Sun., Oct.13 - 15 VML Conference</b>
Saturday, November 16	Regular Meeting	Tues., November <del>26</del> <sup>19</sup>	Sun., Nov.10-12 VACo Annual Conf. <b>Mon., Nov. 11 Veteran's Day Thurs., Nov <del>21</del><sup>28</sup>-<del>22</del><sup>29</sup> Thanksgiving</b>
Saturday, December 14	Regular Meeting	Tues., December 17	<b>Tues &amp; Wed., Dec. 24 &amp; 25 Christmas Tues., Dec 31, New Year's Eve</b>

\* Regular Meetings begin with Public Comment at 8:30 am followed no earlier than 9:00 am for Regular hearing items.

\*\* Recessed Meetings typically begin with Reports at 3:00 pm followed by an evening session at 6:30 pm for Removed Consent items and Public Hearing.

**Key to Acronyms:**

ICMA: International City/County Management Association

NACo: National Association of Counties

VACo: Virginia Association of Counties

VML = Virginia Municipal League

## AGREEMENT OF SALE

This AGREEMENT OF SALE ("Agreement") is made on November 7, 2012 by and between BREOF THOMAS REO, LLC, a Delaware limited liability company ("Seller"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Purchaser" or "County Board"). The Seller and Purchaser are sometimes hereinafter referred to individually as a "Party," and collectively as the "Parties."

In consideration of \$10.00 cash in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual benefits to be received by the Parties, Seller agrees to sell, and Purchaser agrees to buy pursuant to the terms and conditions of this Agreement, in fee simple absolute, all that land, together with the improvements thereon, and certain specified personalty located therein, situate, lying and being in Arlington County, Virginia, and being more particularly described in Paragraph 1 below.

**1. THE PROPERTY:** The property, which is the subject of this Agreement, is known as 2020 14th Street North, and identified by Arlington County, Virginia Real Property Code Numbers 17-016-012 and 17-016-013, and includes all land, improvements thereon, appurtenances thereto, including a building with seven (7) stories above-grade (the first story above grade being the level of the building occupied by retail tenants and fronting on 14<sup>th</sup> Street North), and a three (3) level underground parking garage ("Building") (collectively, "Property"). The land is more particularly described in the legal description attached as Exhibit A to this Agreement, and more particularly shown and described on the ALTA/ACSM survey prepared by Joshua M. Brock, Land Surveyor, dated September 4, 2012 (the "Survey Date"), attached as Exhibit B to this Agreement (the "Survey").

**2. PRICE:** The total purchase price of the Property is Twenty-Seven Million One Hundred Twenty-five Thousand and <sup>Zero</sup>/<sub>100</sub> Dollars (\$27,125,000.00), subject to adjustments as provided for in this Agreement, to be paid by Purchaser to Seller as set forth hereafter ("Purchase Price").

**3. SETTLEMENT:**

- a. The settlement of the sale of the Property in accordance with this Agreement ("Settlement") shall take place at 10:00 a.m. Eastern Time on November 20, 2012 ("Settlement Date"), on which date possession of the Property is required by Purchaser for its use, possession and control of the Property, as contemplated by this Agreement.
- b. The Real Estate Bureau Chief, Department of Environmental Services is authorized to extend the Settlement Date (or to agree with Seller to an earlier Settlement Date) on

behalf of the Purchaser pursuant to either: (i) any provision of this Agreement; or (ii) upon written agreement of the Seller and Purchaser. The Bureau Chief is authorized to sign all documents necessary to complete Settlement.

- c. Settlement shall take place in the offices of Walker Title, LLC ("Settlement Agent"), 11781 Lee Jackson Memorial Highway, Suite 300, Fairfax, Virginia 22033 or at such other place as the Purchaser may designate.
- d. On or before Settlement, Purchaser shall deliver good and sufficient funds to the Settlement Agent for the Purchase Price and Settlement costs. The Settlement proceeds due to Seller, after Settlement costs, prorations, and adjustments made pursuant to this Agreement, will be disbursed to Seller by the Settlement Agent's trustee check or wired funds upon the satisfactory completion of the bringdown of title and recording of the deed of conveyance. Upon execution of this Agreement by Seller, Seller shall have provided the Settlement Agent with written authorization and documentation sufficient to permit the Settlement Agent to obtain accurate payoff amounts from the holder of any promissory note secured by the Property and/or other lien or encumbrances affecting the Property.
- e. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined by §1445 of the Internal Revenue Code. At the time of Settlement, Seller shall execute before a notary public, as may be required, all necessary forms and affidavits stating the foregoing under penalty of perjury. Seller shall provide its true and correct address and United States Taxpayer Identification Number for a proper 1099 Internal Revenue Service Form and such other forms, where such information is required, together with an "Owner's Affidavit" in the form attached as Exhibit F to this Agreement prepared and provided by the Purchaser's title insurance company. Seller and Purchaser shall also execute such other Settlement documents as are reasonably required by the Settlement Agent.
- f. Seller's Rent Roll with respect to the Property is attached to and made a part of this Agreement as Exhibit D (the "Rent Roll"). Seller shall update the Rent Roll as needed, to reflect changes in information, during the period from and after the Effective Date until Settlement.
- g. In order to induce the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents, warrants, and covenants to Purchaser that the following statements are true and accurate as of the Effective Date (as defined in Paragraph 36 of this Agreement) and shall, except as otherwise provided in the last

portion of this Paragraph 3.g (after representation xvi, beginning with "Notwithstanding anything to the contrary..."), be true and accurate as of the Settlement Date:

- i. Seller is the owner of the Property and Seller has the right to sell the Property;
- ii. Seller has full legal right, power and authority to enter into, execute, acknowledge and deliver this Agreement, and convey the Property to Purchaser, and to execute any and all other documents necessary or desirable to effectuate Seller's obligations pursuant to this Agreement. If additional signatures, authority or documentation is reasonably required by Purchaser's Title Company (as defined in Paragraph 8.a below) or by the Settlement Agent, Seller shall promptly and at its own cost supply the same. If the Seller is a legal entity such as a corporation, partnership, limited liability company or is a fiduciary, such as a trustee, executor or administrator, then the Seller warrants and represents that it has the authority to execute this Agreement on behalf of Seller, and to bind Seller to the terms of this Agreement;
- iii. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is either: (1) threatened in writing by third parties; (2) contemplated by Seller; or (3) currently pending in any court;
- iv. Except as otherwise disclosed in writing to Purchaser, Seller has not received any written notice that Seller is in violation or default under any agreement with any third party, or under any judgment, order, decree, rule or regulation of any court or arbitrator to which Seller may be subject, which violation or default will, in any one case or in the aggregate, adversely affect the ownership or operation of the Property and Seller's ability to consummate the sale contemplated by this Agreement;
- v. With the exception of the Resolution adopted by the County Board on December 13, 2011 authorizing condemnation of the Property, Seller has received no notice of and has no knowledge of any actions, suits, proceedings or claims, or threats thereof, affecting ownership or title to the Property pending in or before any court, agency, commission, or board;
- vi. Seller has (1) delivered or made available to Purchaser, prior to 5:00 p.m. Eastern Time on November 7, 2012, all written notices that the Property is in violation of applicable federal or state environmental, health, fire or safety laws or regulations

in the possession or control of Seller, its agents and contractors (for purposes of this Paragraph 3.g.vi, the term "made available" means that Seller has posted the required documents to the Transaction Website (defined in Paragraph 3.h below) and has complied with the Transaction Website Procedures (defined in Paragraph 3.h below) as to such documents), and (2) not received any written notice that the Property is in violation in any material respect of applicable federal or state environmental, health, fire, or safety laws or regulations;

- vii. Neither the execution nor the delivery of this Agreement, nor the consummation of the purchase and sale contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with, or will result in, the breach of any of the terms, conditions, or provisions of any agreement or instrument to which Seller is a party or by which Seller is bound which would prevent Seller from consummating the transaction in strict accordance with this Agreement;
- viii. Seller is the owner (and no tenant is the owner) of all equipment, fixtures, appliances and other personal property described in Exhibit A-1 to this Agreement (the "Seller's Personal Property"). Title to Seller's Personal Property shall be conveyed to Purchaser at Settlement pursuant to the Bill of Sale in the form of Exhibit H to this Agreement, free and clear of all liens, claims or encumbrances, except those to be released by Seller at Settlement. None of Seller's Personal Property is located in any tenant's demised premises;
- ix. *[Intentionally Omitted]*;
- x. Seller has not entered into any agreement to sell the Property to anyone except Purchaser;
- xi. *[Intentionally Omitted]*;
- xii. All bills received by the Seller and payments due with respect to the ownership, operation, leasing, and maintenance of the Property have been or will be paid by Seller prior to or at Settlement, other than those bills and other payments specifically permitted to be prorated pursuant this Agreement;
- xiii. Neither Seller nor, to Seller's actual knowledge, any shareholders, partners or members of Seller is listed in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, as amended ("Executive Order 13224"), and Seller has no

present, actual knowledge that any other persons or entities holding any legal or beneficial interest whatsoever in Seller are included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of the persons or entities referred to or described in Executive Order 13324, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Neither Seller, nor any holder of any direct or indirect equitable, legal or beneficial interest in the Seller is the subject of any law blocking or prohibiting transactions with persons who commit, threaten to commit or support terrorism, including the USA Patriot Act. Without limiting the foregoing, Seller does not engaged in any dealings or transactions, or is not otherwise associated with any such persons or entities or any "forbidden entity," including the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan;

- xiv. The schedule of leases attached hereto and made a part of this Agreement as Exhibit C accurately lists all leases and subleases, with all amendments, assignments, attachments, exhibits and addenda thereto, which pertain to the Property and which Seller is a party to (as a direct signatory, as successor or assign, or by operation of law as the owner of the Property), has consented to or has knowledge of (collectively, the "Leases"). The Lease Schedule attached hereto and made a part hereof as Exhibit C shall be accurate and complete as of the Effective Date and, as updated to reflect changes approved by the Purchaser pursuant to the terms of this Agreement, shall be accurate and complete as of the Settlement Date. As of the Effective Date and before delivery of the Deed, each Lease, is in full force and effect; and, to the Seller's knowledge: (1) no rent payable under any Lease has been paid in advance of its due date for any lease period after November 30, 2012; (2) except for written amendments to existing leases which are approved by County (collectively, "Permissible Amendments") entered into after the Effective Date, there are no written or oral agreements between the Seller and any of the tenants that modify or negate any material provision of such tenants' Leases; and (3) except for Permissible Amendments, no Lease has been or will be altered, amended, modified or extended, in any respect, after the Effective Date. Simultaneously with the execution and delivery of this Agreement by Seller to Purchaser, Seller shall deliver or make available to

Purchaser true, correct and complete copies of all Leases as described in the Lease Schedule. For purposes of this Paragraph 3.g.xiv, the term "make available" means that Seller shall post the applicable documents to the Transaction Website and shall comply with the Transaction Website Procedures;

- xv. No person or entity, except tenants or lessees with rights of occupancy under the Leases identified in the Lease Schedule, has or shall have, on or before the Settlement Date, any right or permission to occupy the Property; and
- xvi. Seller has not received written notice that a tenant, occupant of the Building, or any other third party, has a claim against, nor, does Seller have actual knowledge, that a tenant, occupant or other third party (other than Seller's mortgagee or as may be set forth in any of the Leases), has a right to, any portion of insurance proceeds, under any of Seller's insurance policies, from any casualty/loss or damage to the Property;

The representations and warranties of subparagraphs xiv and xv of this Paragraph 3.g, (except for the representations and warranties contained within the Deed) shall, as contemplated by the terms of Paragraph 26 hereof, survive the delivery and recordation of the Deed from Seller to Purchaser and the termination or default under this Agreement for a period of six (6) months thereafter. Notwithstanding anything to the contrary contained in this Paragraph 3.g or any other part of this Agreement, in the event that any representation or warranty made by Seller pursuant to this Agreement was true and accurate when made and subsequently becomes untrue or inaccurate through no act or omission of Seller or its agents and/or contractors, such subsequent untruth or inaccuracy shall not be construed as a default or breach by Seller under this Agreement. Nevertheless, if any representation or warranty made by Seller pursuant to this Agreement was true and accurate when made and subsequently becomes untrue or inaccurate through no act or omission of Seller or its agents or contractors, then Purchaser may either elect to (i) waive such condition and proceed to Settlement under the terms and conditions of this Agreement, without abatement of the Purchase Price, or (ii) terminate this Agreement without penalty, in which event this Agreement shall be at an end and neither Seller nor Purchaser shall have any further or other liability to the other under this Agreement or otherwise. To the extent that Purchaser has actual knowledge that any representation or warranty made by Seller herein as of the Effective Date (or as of the Settlement Date in the event the Purchaser closes the transaction contemplated by this Agreement) under this Agreement is untrue or inaccurate, such

representation or warranty shall be deemed to be modified by such actual knowledge of Purchaser. For purposes of this Agreement, Purchaser shall only be considered to have actual knowledge if the County staff members directly involved in this transaction with the following titles: Real Estate Bureau Chief, Real Estate Assistant Bureau Chief, and two (2) Real Estate Specialists, have received a document provided by Seller and have actual knowledge of the untruth or inaccuracy of Seller's applicable representation or warranty based upon such document.

- h. For all purposes under this Agreement, the following terms shall have the following meanings:
- i. "Transaction Website" means the website maintained by Seller's broker, as agent for Seller, in order to provide Purchaser with easy access to documents pertaining to the Property at the following web address: <http://cwddcmg.listinglab.com/2020n14th/index.cfm?doLDPAGE=1>; and
  - ii. "Transaction Website Procedures" means (1) documents posted to the Transaction Website are listed by name and date on an index of documents on the Transaction Website and such documents can be read on, printed from and downloaded from the Transaction Website by registered users (*i.e.*, a person who has been issued a password for access to the Transaction Website); (2) all Arlington County staff personnel who request access to the Transaction Website will be granted access to the Transaction Website within 24 hours of request, via the issuance by email of login instructions and a security password; (3) all documents posted to the Transaction Website will remain accessible to users on the Transaction Website until the earlier to occur of Settlement under this Agreement or the termination of this Agreement; (4) the Transaction Website shall automatically record the date and time when each particular document is posted to the Transaction Website; and (5) when documents are posted to the Transaction Website for the first time, an email shall be sent to each registered user, notifying such user of the posting of such document to the Transaction Website. In the event that there is any dispute between Seller and Purchaser as to whether the Transaction Website Procedures were met in a particular instance, Seller shall have the burden of demonstrating that the Transaction Website Procedures were met.
- i. In order to induce the Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser represents and warrants to, and covenants with, Seller as follows:

- i. Purchaser has full legal right, power and authority to enter into, execute, acknowledge and deliver this Agreement, and acquire the Property from Seller, and to execute any and all other documents necessary or desirable to effectuate Purchaser's obligations pursuant to this Agreement;
- ii. By all necessary actions of the County Board prior to or concurrently with the acceptance of the Agreement, the Purchaser has duly authorized and approved the execution and delivery of, and the performance by the Purchaser of the obligations on its part contained in, the Agreement. As of the Effective Date, the County Board has appropriated funds to satisfy the Purchase Price. The Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and
- iii. Neither Purchaser nor, to Purchaser's actual knowledge, any elected officials of Purchaser is listed in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, as amended ("Executive Order 13224"), and Purchaser has no present, actual knowledge that any elected officials of Purchaser are included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of the persons or entities referred to or described in Executive Order 13324, or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Neither Purchaser nor any elected official of Purchaser is the subject of any law blocking or prohibiting transactions with persons who commit, threaten to commit or support terrorism, including the USA Patriot Act. Without limiting the foregoing, Purchaser does not engaged in any dealings or transactions, or is not otherwise associated with any such persons or entities or any "forbidden entity," including the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan.

Notwithstanding anything to the contrary contained in this Paragraph 3.i or any other part of this Agreement, if any representation or warranty made by Purchaser pursuant to this Agreement was true and accurate when made and subsequently becomes untrue or inaccurate through no act or omission of Purchaser or its agents and/or contractors, then

such subsequent untruth or inaccuracy shall not be construed as a default or breach by Purchaser under this Agreement. Nevertheless, if any representation or warranty made by Purchaser pursuant to this Agreement was true and accurate when made and subsequently becomes untrue or inaccurate through no action or omission of Purchaser or its agents or contractors, Seller may either elect to (i) waive such condition and proceed to Settlement under the terms and conditions of this Agreement, or (ii) terminate this Agreement without penalty, in which event this Agreement shall be at an end and neither Purchaser nor Seller shall have any further or other liability to the other under this Agreement. To the extent that Seller has actual knowledge that any representation or warranty made by Purchaser herein as of the Effective Date (or as of the Settlement Date in the event the Seller closes the transaction contemplated by this Agreement) under this Agreement is untrue or inaccurate, such representation or warranty shall be deemed to be modified by such actual knowledge of Seller.

4. ***[Intentionally Omitted]***

5. ***[Intentionally Omitted]***

6. **DELIVERIES OF SELLER AND PURCHASER AT SETTLEMENT.**

- a. **Seller's Deliveries.** At Settlement, unless an earlier date is specified below, Seller shall deliver to Purchaser the following:
- i. a Special Warranty Deed in the form attached as Exhibit E to this Agreement (the "Deed"), signed by Seller;
  - ii. a certification as to Seller's non-foreign status which complies with the provisions of Section 1445(b) (2) of the Internal Revenue Code of 1986, as amended, an IRS Form 1099, and Virginia Department of Taxation Forms R-5 (and R-5P), and R-5E, as applicable, each signed by Seller;
  - iii. an Owner's Affidavit, signed by Seller, in the form attached as Exhibit F to this Agreement, and all other information and documents reasonably required by the Settlement Agent to issue to Purchaser a standard title insurance policy without exceptions, except Permitted Exceptions (as hereinafter defined);
  - iv. a Settlement Statement signed by Seller;
  - v. all documents described in Exhibit G to this Agreement. Upon execution of this Agreement by Seller, Seller shall have delivered, or cause to be delivered to the Purchaser, an updated, then current Rent Roll for the Property;

- vi. a certificate, signed by Seller, that all the representations and warranties made by Seller in Paragraph 3.g, except as otherwise set forth in the certification (and subject to the limitations of Seller's representations and warranties under Paragraph 3.g hereof), are true and correct in all material respects on the Settlement Date with the same force and effect as if such representations and warranties had been made on, and as of, such date;
  - vii. to the extent reasonably required by Purchaser's title insurer, all organizational documents of Seller and all resolutions, certifications or other agreements evidencing the requisite authorization of Seller to perform the transactions hereunder, as contemplated by Seller's organization documents;
  - viii. a Bill of Sale (the "Bill of Sale"), in the form attached as Exhibit H to this Agreement, conveying to Purchaser good title to the Seller's Personal Property and all other tangible property constituting the Property (the Bill of Sale shall include a list of all Seller's Personal Property transferred as part of this transaction); and
  - ix. copies of Seller's notice of termination of the Parking Tenant's lease pursuant to Paragraph 11.a and notices of termination of the Contracts pursuant to Paragraph 15.a.ix hereof.
- b. Purchaser's Deliveries. At Settlement, Purchaser shall deliver to Seller the following:
- i. a Settlement Statement referred to in Paragraph 6.a.iv above, signed by Purchaser;
  - ii. a certificate, signed by Purchaser, that all the representations and warranties made by Purchaser in Paragraph 3.i, except as otherwise set forth in the certification (and subject to the limitations of Purchaser's representations and warranties under Paragraph 3.i hereof) are true and correct in all material respects on the Settlement Date with the same force and effect as if such representations and warranties had been made on and as of such date; and
  - iii. funds sufficient to complete Settlement.

7. **ENCUMBRANCES:** From and after the Effective Date, Seller shall not, by commission or omission, grant, cause or permit the Property to be encumbered in any way by, without limitation, any mortgage, lien, encumbrance, easements, covenants, tenancies or liens, or encroachments, without the prior written consent of Purchaser, which consent Purchaser may withhold in its sole and absolute discretion. Seller's failure to comply with this Paragraph 7 shall constitute an Event of Default by Seller under this Agreement.

8. **TITLE:** Seller agrees to execute and deliver a good and sufficient Deed to the Property to Purchaser at Settlement.

- a. County has obtained, from a title insurance company selected by County, Title Commitment No. A0801369-TD, issued by Fidelity National Title Insurance Company ("Title Company"), with an effective date of July 18, 2012 at 8:00 a.m. ("Effective Date of Title Commitment"), as revised September 5, 2012, committing the Title Company to issue an ALTA title policy insuring the Property in accordance with the terms and conditions of such commitment ("Title Commitment"). A true and accurate copy of the Title Commitment is attached as Exhibit I to this Agreement.
- b. At Settlement, title to the Property shall be marketable, good of record and in fact, and subject only to the Permitted Exceptions (as hereafter defined) and shall be free and clear of all mortgages, liens, encumbrances, easements, conditions and other matters affecting title, recorded or unrecorded, other than the Permitted Exceptions, and title shall be consistent with the Title Commitment and this Agreement. Purchaser shall accept title to the Property provided that:
  - i. Seller executes and delivers such agreements, affidavits, and documents, in addition to those otherwise required by this Agreement, as may be reasonably necessary to satisfy the requirements applicable to Seller in Schedule B, Section 1 of the Title Commitment and permit the removal by the Title Company of Exceptions 1 through 4 from Schedule B, Section 2 of the Title Commitment from the final title insurance policy; and,
  - ii. title is subject only to the Permitted Exceptions (*i.e.*, matters concerning the Property which Seller is *not* required to resolve, remove or remedy). The phrase "Permitted Exceptions" shall mean: (1) the lien of real estate taxes not yet due and payable; (2) all matters of record as of the Effective Date of Title Commitment, as revised (excluding: the requirements set forth in Schedule B, Section 1 of the Title Commitment; mortgage, deeds of trust or other monetary liens encumbering the Property); (3) all matters that would be shown by an accurate survey as of the Survey Date or an inspection of the Property, including, but not limited to, easements, encroachments, overlaps, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the Property; (5) all matters shown or noted on the Survey as of the Survey Date; (6) any matters agreed to in writing, by Seller and Purchaser, after the Effective Date; (7) any title exception created

by Purchaser; and (8) any leases or tenant occupancies permitted or contemplated under Paragraph 11 of this Agreement, which leases or occupancies are subject to the termination provisions thereof.

- c. Seller shall, at its sole expense, remove any title exceptions as the same appear after the Effective Date of Title Commitment, as revised (the "Title Exceptions"); provided, however, notwithstanding this Paragraph 8.c or any other term or condition of this Agreement, Seller shall have no obligation to remove or remedy any Permitted Exceptions or any other title exception not created by any act or omission of Seller. Purchaser shall not be obligated to settle under this Agreement if title to the Property is encumbered by anything other than Permitted Exceptions. Without limiting or abrogating the foregoing obligations of the Seller, the Purchaser and Seller agree that this Paragraph 8.c may be satisfied in, for example, the following ways:
- i. Mechanic's Liens: Seller shall, in accordance with Virginia law, pay, satisfy, or "bond off" any mechanic's lien filed and recorded against the interest of Seller prior to recordation of the Deed, so that the mechanic's lien shall be released of record and not be a lien against Seller's interest in the Property, so as to permit the Title Company to issue to the Purchaser a final title insurance policy without any Title Exceptions as to mechanic's liens.
  - ii. Monetary Judgments: Seller shall pay all monetary judgments and all other financial liens affecting the Property in full, and Seller shall have the same released as a lien on the Property at, or prior to, recordation of the Deed. Alternatively, and, in its sole discretion, Seller may authorize the Settlement Agent, prior to Settlement, to deduct such funds from Seller's proceeds of sale at Settlement, so that such judgment or lien shall be paid off, satisfied, and removed by the Settlement Agent, and so as to permit the Title Company to issue to the Purchaser a final title insurance policy without any Title Exceptions for any monetary judgments or other financial liens.
- d. Purchaser accepts the Property with all matters depicted on the Survey as of the Survey Date.
- e. Any survey matters occurring after the Survey Date, which matters would adversely affect Purchaser's title to or use of the Property (other than items constituting Permitted Exceptions) shall be removed or remedied by Seller, at Seller's sole cost and expense, prior to Settlement; provided, however, notwithstanding this Paragraph 8.e or any other term or condition of this Agreement, Seller shall have no obligation to remove or remedy

any survey matters not caused by Seller. Purchaser shall not be obligated to settle under this Agreement if there are survey matters which would adversely affect Purchaser's title to or use of the Property (other than items constituting Permitted Exceptions).

**9. SETTLEMENT CHARGES:** Examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and Purchaser's attorney's fees are to be the cost of Purchaser. Seller shall pay for its own attorney's fees and costs, the Virginia grantor tax, a reasonable Settlement fee (not to exceed Seven Hundred Fifty Dollars (\$750.00)), and for the cost of the release of any liens or encumbrances against the Property. Real estate taxes, water, sewer, utility and all other charges are to be pro-rated to the Settlement Date.

**10. DEED IN LIEU OF CONDEMNATION:** The Parties understand, agree and stipulate that this purchase is in lieu of condemnation and that the Deed referenced in Paragraph 6.a.i of this Agreement of Sale shall be titled "Deed in Lieu of Condemnation" and such Deed shall be in the form as the specimen attached as Exhibit E attached hereto. The Parties mutually acknowledge that Purchaser made a *bona fide* offer to purchase the Property, which offer was refused by Seller. Negotiations continued and eventually the terms of sale set forth herein were agreed upon by the Parties under threat of imminent condemnation.

**11. LEASE MATTERS:**

- a. Seller hereby agrees (i) that Purchaser may give written notices to the Property's tenants of this sale under threat of condemnation and termination of the Leases consistent with the terms of such Leases, and (ii) that, upon Settlement, Seller shall exercise its right to terminate the lease for the Building's parking garage with Central Parking ("Parking Tenant"). Such termination of the Parking Tenant's lease shall be effective as of thirty (30) days after the Settlement Date pursuant to the terms of such lease; and, at no cost or expense to Purchaser. Seller shall deliver to Purchaser evidence of such exercise of termination of the Parking Tenant's lease at Settlement.
- b. The notices to tenants (other than Parking Tenant) may be provided by Purchaser whether or not required by the terms of the Leases (collectively, the "Notices to Tenant").
- c. Seller shall at no material cost or inconvenience to Seller, cooperate with Purchaser to cause, but Seller shall not be obligated or have any liability itself to cause, all tenants under leases that are required to vacate the Property at Settlement to remove all personal property and fixtures owned by such tenants from their respective leased premises.

- d. From and after the Effective Date, Purchaser shall, upon at least 24 hours written notice by email to Seller's property manager, Cassidy Turley, Attention: Deborah Marshall, at email address: [deborah.marshall@cassidyturley.com](mailto:deborah.marshall@cassidyturley.com) (in lieu of the requirements for the delivery of notices under the terms of Paragraph 21 of this Agreement), have the right to meet with, interview and otherwise communicate directly with tenants at Purchaser's sole and absolute discretion. Seller or its representatives shall have the right to be present as an observer at any meeting between Purchaser and any tenant at the time scheduled for such meeting set forth in the email notice from Purchaser.
- e. Without limiting the foregoing, Seller agrees that Purchaser shall have the right, after the Effective Date, to negotiate and enter into conditional leases with the existing tenants of the Building and others to occupy any portions of the Property, provided that the lease terms of such conditional leases shall not commence until title to the Property is conveyed from Seller to Purchaser, and shall not modify or amend the terms of any existing lease prior to the Date of Settlement.
- f. It is understood and agreed that Seller, after this Agreement is executed by Seller, shall only have the right to negotiate and enter into new leases or amendments to existing Leases, if such new leases or lease amendments are first submitted in writing to Purchaser and only if such new leases or lease amendments are approved in writing by Purchaser, which approval Purchaser may not unreasonably withhold. Without limiting the generality of the foregoing, the Parties agree that it shall be reasonable for Purchaser to withhold its consent to any proposed lease or lease amendment if Purchaser reasonably determines that such lease or lease amendment would: (i) increase Purchaser's financial obligations; (ii) extend the term of an existing lease beyond the Settlement Date, unless by its terms such lease can be terminated by the landlord on or after the Settlement Date without penalty, cost or liability to landlord; or (iii) affect Purchaser's use, possession or control of the Property at or after Settlement.
- g. The Parties agree that the Purchase Price and other consideration provided in this Agreement, including rents which Seller is entitled to receive under the terms of this Agreement, are in full and complete satisfaction of all sums of money which the Parties have agreed to be the consideration for the Property. To the extent, if any, that Seller is or may be the assignee of any claim of a tenant or party in possession, Seller, as further consideration to Purchaser under this Agreement, hereby relinquishes, waives and abandons such claim.

- h. Rents received by Seller from tenants under Leases applicable to periods after Settlement, shall, after deducting any rents owed to Seller pursuant to the next sentence, be returned to such tenants by Seller immediately upon receipt by Seller. All rents and or any other payments due from tenants, which rents or payments accrue, under the leases prior to the Date of Settlement shall be the sole property of Seller.
- i. All security deposits of such tenants held by Seller and not previously applied at or before Settlement by Seller pursuant to the terms of the Lease, shall be returned by Seller to such tenants promptly after Settlement, Seller shall and hereby does indemnify and hold harmless Purchaser from any and all claims and liabilities in connection with such rental amounts and security deposits.
- j.
  - (i) It is understood and agreed that Purchaser, its elected and appointed officers, officials, employees, and agents shall not be responsible for demands, claims, actions, causes of action, suits, judgments, damages, costs, expenses and attorneys fees, arising out of an act or omission of any person or entity whatsoever, relating to the Property, this Agreement or any Lease, accruing prior to the delivery of the Deed at Settlement.
  - (ii) Seller shall not be obligated or responsible for any demands, claims, actions, causes of action, suits, judgments, damages, costs, expenses or attorneys' fees, arising out of any act or omission of any person or entity, relating to the Property, this Agreement or any Lease, first accruing after the delivery of the Deed at Settlement.

**12. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS; EXTENSION OF SETTLEMENT DATE:**

- a. The obligations of Purchaser to purchase the Property from Seller and to perform the other covenants and obligations to be performed by it on the Settlement Date shall be subject to the following conditions (all or any of which may be waived, in whole or in part, by Purchaser, in its sole discretion):
  - i. The representations and warranties made by Seller in this Agreement shall have been true and correct on the Effective Date and shall be true and correct in all material respects on, and as of, the Settlement Date with the same force and effect as if such representations had been made on, and as of, the Settlement Date;
  - ii. Seller shall have performed all covenants and material obligations required by this Agreement to be performed by it on or before the Settlement Date;

- iii. On the Settlement Date, (1) Seller shall be the sole owner of the Property in fee simple and Seller shall deliver title to the Property in the condition required by Paragraph 8.b above; and (2) Seller shall have cured any title defects as may be required by the provisions of Paragraph 8.c of this Agreement; and
- iv. On the Settlement Date, no action, proceeding or notice thereof shall have been instituted or filed before any court to restrain or prohibit, or to obtain substantial damages concerning this Agreement, or the consummation of the transactions contemplated herein; and
- v. On the Settlement Date, Seller shall not have received written notice that any part of the Property (other than subsurface easements for utilities, which easements will have no adverse impact on Purchaser's use, possession or control of the Property) shall be about to be acquired, by authority of any governmental agency (other than Purchaser) in the exercise of its power of eminent domain or by any purchase in lieu thereof, nor on the Settlement Date shall there be any threat or imminence of any such acquisition or purchase.

b. *[Intentionally Omitted]*

**13. SELLER INSURANCE:** As of the Effective Date, Seller maintains all of the insurance policies described on the Insurance Schedule attached as Exhibits J and K to this Agreement (the "Insurance Schedule") with respect to the Property. Seller shall maintain in full force and effect all insurance policies listed on the Insurance Schedule through the Settlement Date. Copies of certificates of insurance, are attached hereto and made a part hereof as Exhibit K. A failure by Seller to maintain the insurance coverages required by this Paragraph 13 through the Settlement Date shall constitute an Event of Default under this Agreement.

**14. DAMAGE TO PROPERTY BY FIRE AND OTHER LOSS:**

- a. Absence of Major Unrepaired Damage. On the Settlement Date, and as a condition precedent to the obligation of Purchaser to purchase the Property pursuant to this Agreement, there shall be no unrepaired damage by fire or other casualty/loss to any portion of the Property the estimated cost of repair of which is more than One Million Dollars (\$1,000,000.00) (the "Damage Threshold").
- b. Effect of Unrepaired Damage. If (i) any portion of the Property is damaged by fire or casualty/loss after the Effective Date, and, prior to Settlement, is not repaired and restored substantially to its condition existing as of the Effective Date, and (ii) the estimated cost of repairs (determined pursuant to Paragraph 14.c below) is less than the

Damage Threshold, then Purchaser shall be required to purchase the Property in accordance with the terms of this Agreement, provided that Seller shall have, prior to Settlement, submitted a claim to the property insurance company for such casualty/loss, and Seller shall execute all documents and endorse to Purchaser all checks/proceeds with respect to such casualty/loss. If the estimated cost of repairing such damage exceeds the Damage Threshold, then Purchaser may, in its absolute and sole discretion, elect between the following two (2) options: (1) terminate this Agreement, in which case no Party shall have any further liability or obligation to any other party under this Agreement; or (2) elect to proceed with the Settlement, provided that Seller shall have submitted a claim to the property insurance company for such casualty/loss, and thereafter executes all documents and endorses to Purchaser all checks/proceeds (other than claims and proceeds for rent loss insurance for periods prior to the Settlement Date) with respect to such casualty/loss. Seller shall pay or credit to Purchaser, at Settlement, the amount of any deductible with respect to such loss. If a casualty/loss to any part of the Property has occurred and Purchaser is required or elects to complete the purchase of the Property, then Seller shall, at no material cost to Seller, cooperate with Purchaser in pursuing, litigating and settling all insurance claims concerning such casualty/loss (including by promptly making available to Purchaser all records and by promptly executing all documents requested by Purchaser). The terms of this Paragraph 14.b shall, as contemplated by the terms of Paragraph 26 hereof, survive the delivery of the Deed at Settlement.

- c. Estimate of Costs. For purposes of this Paragraph 14, an architect, engineer or other construction professional selected by Purchaser (which selection shall be subject to Seller's reasonable approval) shall determine the estimated cost to repair damage caused by fire or other casualty/loss.

**15. SELLER'S OBLIGATIONS BETWEEN THE EFFECTIVE DATE AND THE SETTLEMENT DATE:**

- a. Between the Effective Date and the Settlement Date, Seller agrees that it shall:
- i. manage and operate the Property in a commercially reasonable manner generally consistent with its management as of the Effective Date of this Agreement (including the maintenance of the existing elevator maintenance contract), maintain in full force and effect until the Settlement Date all of Seller's insurance policies, or renewals thereof;

- ii. at its sole cost and expense, maintain the Property generally in its order and condition as the same existed as of the Effective Date, make all necessary repairs (but Seller shall have no obligation to expend more than Twenty-five Thousand Dollars (\$25,000) for capital repairs or replacements between the Effective Date and the Settlement Date) and deliver the Property on the Settlement Date in substantially the same condition as the same existed on the Effective Date, reasonable wear and tear and damage by fire or other casualty excepted; provided, however, for capital repairs or replacements required to be performed by Seller between the Effective Date and the Settlement Date as aforesaid, but not actually completed by the Settlement Date, Purchaser has the option of accepting a credit against the Purchase Price at Settlement to defray the cost of such repair or replacement up to a maximum of Twenty-five Thousand Dollars (\$25,000);
- iii. give prompt notice to Purchaser of any fire or any other casualty, irrespective of whether or not the cost to repair exceeds the Damage Threshold, that causes damage to the Property after the Effective Date;
- iv. deliver to Purchaser, promptly after receipt by Seller after the Effective Date, a copy of all (1) notices and all other correspondence from tenants; and (2) notices of violation issued by governmental authorities with respect to the Property, however Seller shall have no liability for any inadvertent failure to deliver such notices to Purchaser;
- v. notify Purchaser in writing, promptly after Seller acquires knowledge thereof, of any facts or events which would cause any of Seller's representations and warranties made as of the Effective Date to be, or expected by Seller to be, untrue, incorrect or not able to be made as of the Settlement Date;
- vi. perform, observe and comply with all terms and provisions of all easement agreements to be performed, observed or complied with by Seller as owner of the Property;
- vii. maintain in full force and effect all permits and licenses applicable to the operation and use of the Property, and timely apply for renewals of all such permits and licenses which will expire before the Settlement Date;
- viii. upon Seller's execution and delivery of this Agreement, Seller shall, deliver to Purchaser the documents identified as items 1, 2, 3, 4, 5 and 10 on Exhibit G to this Agreement; and

ix. Seller shall cause all property management, asset management, leasing, listing, service, maintenance, utility and other contracts and agreements relating to the operation and use of the Property (each individually, a "Contract," and collectively, the "Contracts") to be terminated by Seller, which termination shall be effective as of Settlement. Notwithstanding the foregoing, it is understood that eight (8) of the Contracts require thirty (30) days written notice for termination (the "Advance Notice Contracts"), and that, as to such Advance Notice Contracts, Seller shall only be required to exercise its termination rights by Settlement. The Advance Notice Contracts are as follows:

- Access Control with Kastle;
- Custodial Services with Red Coats;
- Elevator Maintenance with Capital Elevators;
- Emergency Generator / Fire Pumps with Fidelity Power Systems;
- Fire Alarm with Mona Electric;
- Pest Control with Triple S;
- Trash Removal with AAA; and
- Water Treatment with Ecolab.

It is currently anticipated that Purchaser shall enter into new service contracts with the service providers under the Advance Notice Contracts (the "Advance Notice Service Providers") and, in conjunction therewith, that such Advance Notice Service Providers will waive the right to receive the thirty (30) days advanced written notice from Seller for the termination of the Advance Notice Contracts (the "Notice Waiver"). Based upon the foregoing, Seller and Purchaser agree as follows:

- (1) At Settlement, Seller shall provide Purchaser with copies of Seller's notices of termination for each of the Contracts;
- (2) At Settlement, Purchaser shall provide Seller with evidence of the Notice Waiver from each of the Advance Notice Service Providers from whom a Notice Waiver was obtained; and
- (3) If a Notice Waiver is not obtained from one or more of the Advance Notice Service Providers and, as a result thereof, Seller incurs charges required to be paid to one or more of such Advance Notice Service Providers under the terms of the applicable Advance Notice Contracts for Seller's failure to provide thirty (30) days notice of termination (collectively, the "Inadequate Notice Charges"), then Purchaser shall reimburse Seller for the Inadequate Notice Charges actually paid by Seller within thirty (30) days after Seller's written demand therefor (which

written demand shall include documentary evidence of the amount of the Inadequate Notice Charges actually paid by Seller). The terms of this Paragraph 15.a.ix shall survive Settlement for six (6) months thereafter.

- b. Between the Effective Date and the Settlement Date, Seller agrees that, without Purchaser's written consent in each case, it shall not:
  - i. alter or amend any Contract or become a party to any new Contract;
  - ii. remove any Seller's Personal Property from the Building;
  - iii. agree to any request by a tenant for permission to assign its Lease or sublet the leased premises thereunder;
  - iv. enter into a contract for the sale of the Property to any other person or entity, whether or not such contract is contingent on the termination of this Agreement; or
  - v. In order to preserve the present visual appearance of the Property between the Effective Date and the Settlement Date, Seller shall neither erect, alter, relocate, move or demolish, nor cause or permit others to erect, alter, relocate, move or demolish, the Building or other exterior structure including walls, steps and pavement, or other appurtenant features of the Building, without prior written approval of the County Manager. This provision is not intended to prohibit normal repairs or restorations, consistent with the visual appearance of the Building as of the Effective Date after a casualty/loss.
- c. The terms of this Paragraph 15 shall, as contemplated by the terms of Paragraph 26 hereof, survive the delivery of the Deed at Settlement and for six (6) months thereafter.

**16. POSSESSION AT SETTLEMENT:** Seller agrees to give possession of the Property to Purchaser at Settlement consistent with the terms of this Agreement.

**17. [Intentionally Omitted]**

**18. HAZARDOUS MATERIALS:**

- a. Purchaser has obtained a Phase I Environmental Site Assessment regarding the Property from Greenhorne & O'Mara, Inc., dated November 23, 2011. Based on the Phase I Environmental Site Assessment, as of November 18, 2011, the Property is in an environmental condition acceptable to the Purchaser, as described in the Phase I Environmental Site Assessment.

- b. Seller shall not after the Effective Date, either by commission or omission, cause or knowingly permit the disposal, release, or deposit of any hazardous or toxic wastes or substances, including asbestos or lead, in violation of applicable Federal, State or Local environmental, health, and safety laws, regulations, ordinances, or standards (“Hazardous Materials”) on or within any part of the Property.

**19. INSPECTION OF PREMISES AND ADDITIONAL DOCUMENTS:** Seller shall permit and provide to Purchaser and its contractors, agents, designees and employees access to the Property, including all tenant leased premises (to the extent permitted under the terms of the Leases), at all reasonable times, upon twenty-four (24) hours prior verbal notice from Purchaser to Seller’s property manager, for the purpose of making inspections, taking measurements, performing design planning for future occupancies, engineering analyses (including slab x-rays), materials testing and for any other purpose contemplated by this Agreement. Purchaser and its consultants intend to perform testing of the first floor parking slab (the breezeway) and supporting structures that includes (i) x-ray testing of the first floor slab and supporting columns, and (ii) core drilling (3 to 4 in. cores to be refilled upon removal of sample) of first floor slab. X-ray testing and core drilling by the Purchaser and its consultants will be performed after 6:00 pm on weekdays or on weekends and complete before 7:00 am of the next business day, with a minimum of 48 hours notice to the Seller. Seller shall, to the extent in its possession or control or the possession or control of its property manager or agents also provide access to maintenance records, as-built drawings, and O&M manuals, and provide Purchaser with copies of same within five (5) business days of Purchaser’s request, if requested in advance of Settlement. Any entry for inspection or sampling onto the Property by the Purchaser, or by any contractor of Purchaser, shall be subject to the following conditions:

- (a) the Purchaser shall have delivered to Seller evidence reasonably satisfactory to Seller that: (i) the Purchaser is insured for liability coverage in the amount of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate under a formal self-insurance program; and (ii) the Purchaser maintains \$10,000,000 in excess liability insurance through a reputable insurance company authorized to do business in Virginia; and
- (b) the Purchaser shall have delivered to Seller evidence reasonably satisfactory to Seller that: (i) the Purchaser's contractor maintains general liability insurance coverage with a reputable insurance company, authorized to do business in Virginia, with limits of no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; and (ii) Seller, Seller's mortgagee with respect to the Property, and any other parties reasonably requested by Seller shall have been named as additional insureds under the contractor's

liability insurance policy.

**20. PROPERTY SOLD AS-IS; NO WARRANTIES.** Purchaser acknowledges that it has had an opportunity to conduct a full inspection of the Property. Purchaser is satisfied in all respects with the condition of the Property. Purchaser acknowledges it has had an opportunity to conduct its own independent investigations, inspections, inquiries and due diligence concerning the Property. Seller makes no representations or warranties as to the accuracy or completeness of any information provided by or on behalf of Seller or anyone else relating to the Property except as otherwise provided in Paragraph 3.g of this Agreement. Purchaser understands that, except as otherwise provided in Paragraph 3.g of this Agreement, Seller makes no warranty or representation of any kind, either express or implied or arising by operation of law, as to the condition, quality, serviceability or merchantability or fitness for a particular purpose of the Property or any portion thereof, including, without limitation, its physical condition, its suitability for any particular purpose, its compliance with laws including environmental laws, or the absence of Hazardous Materials thereupon. Except as otherwise provided in Paragraph 15 of this Agreement, Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of the same. Except as otherwise provided in Paragraph 3.g of this Agreement, Purchaser understands that by entering into this Agreement it is agreeing to accept the Property, all improvements thereupon and all other property conveyed to Purchaser "as is," "WHERE IS," "WITH ALL FAULTS" in their present condition with Purchaser assuming the risk thereof, and that Purchaser is buying the Property subject to recorded easements, covenants, restrictions and other matters (subject to the terms of Paragraph 11 of this Agreement), apparent or of record, including, but not limited to, the Permitted Exceptions. EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 18 OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE, WILL NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE ENVIRONMENTAL CONDITION OF THE PROPERTY.

**21. NOTICES:** Unless otherwise specifically provided elsewhere in this Agreement, all notices or other communications required or permitted hereunder:

- a. shall be in writing, and shall be personally delivered (so long as the delivery service issues receipts of delivery), or sent by certified mail, postage prepaid, return receipt requested, or by any reputable overnight courier service which issues receipts of delivery; and
- b. shall be deemed delivered upon the date of delivery or date of refusal to accept delivery by the addressee (as evidenced by the receipt of delivery).

c. The Parties' notice addresses are set forth below:

If to Seller: c/o Brookfield Real Estate Opportunity Group  
Brookfield Place, Suite 300  
181 Bay Street  
Toronto, Ontario M5J 2T3  
Attention: Mr. Seamus Foran  
Phone: (416) 359-8538  
E-mail: seamus.foran@brookfield.com

With a copy to: Walsh, Colucci, Lubeley, Emrich & Walsh  
2200 Clarendon Blvd., Suite 1300  
Arlington, Virginia 22201  
Attention: Thomas J. Colucci and John H. Foote  
Phone: (703) 528-4700  
E-mail: tcolucci@arl.thelandlawyers.com  
E-mail: jfoote@pw.thelandlawyers.com

If to Purchaser: Real Estate Bureau Chief  
Department of Environmental Services  
Arlington County  
2100 Clarendon Blvd., Suite 800  
Arlington, Virginia 22201  
Attention: Uri Arkin  
Phone: (703) 228-4354  
E-mail: uarkin@arlingtonva.us

With a copy to: County Attorney  
Arlington County, Virginia  
2100 Clarendon Blvd., Suite 403  
Arlington, Virginia 22201

Notice of change of any addressee or address shall be given by written notice in the manner detailed in this Paragraph 21.

**22. COMMISSIONS:** Seller represents and warrants that it has only dealt with Cushman & Wakefield with respect to this transaction, and Purchaser represents and warrants that it has not dealt with any real estate broker, agent or finder with respect to the transaction contemplated by this Agreement. Seller shall pay any commission owing to Cushman & Wakefield in connection with this transaction. Seller hereby agrees to, and shall, indemnify, defend and hold Purchaser, its elected and appointed officials, officers and employees, harmless of, from and against any demand, suit, claim or liability, for any broker's, agent's or finder's fee asserted by any person or entity claiming to be engaged by or on behalf of Seller. Purchaser shall be liable for any commissions it incurs pursuant to a written contract with a broker, agent or finder. The obligations of this Paragraph 22 shall, as contemplated by Paragraph 26 hereof, survive

Settlement or termination of or default under this Agreement for a period of six (6) months thereafter.

**23. DEFAULT; RIGHTS AND REMEDIES OF SELLER AND PURCHASER:** Unless otherwise provided elsewhere in this Agreement to the contrary, if either: (a) Seller fails or refuses to perform or satisfy its obligations, covenants, representations or warranties under this Agreement, including, but not limited to, its obligation to convey the Property, and if such failure continues for more than seven (7) days after Seller's receipt of written notice of default from Purchaser, or (b) Purchaser fails or refuses to perform or satisfy its obligations, covenants, representations or warranties under this Agreement, including, but not limited to, its obligation to pay the Purchase Price at Settlement; and if such failure in (a) or (b) above continues for more than seven (7) days after Purchaser's or Seller's receipt, as the case may be, of written notice of default by Seller or Purchaser, as the case may be, then, in either such case, such failure shall constitute an "Event of Default" under this Agreement. Upon the occurrence of an Event of Default by either Seller or Purchaser, the non-defaulting Party shall, as its sole and exclusive remedies (i) have the right to sue for specific performance; or (ii) terminate this Agreement; provided, however, that the foregoing remedies shall not be Purchaser's sole and exclusive remedies for (1) any breach by Seller of its representations and warranties under Paragraph 3.g.xiv and/or xv of this Agreement which is discovered post-closing by Purchaser or a breach by Seller of its obligations under Paragraph 22 of this Agreement, or (2) a default by Seller where specific performance is not a remedy available to Purchaser as a practical matter as a result of any willful act of Seller (*e.g.*, a sale or encumbrance of the Property by Seller). In the event of a termination of this Agreement, neither Seller nor Purchaser shall have any other or further liability hereunder. Notwithstanding anything in this Paragraph 23 to the contrary, in no event shall Seller have any liability to Purchaser in excess of \$542,500 for any breach hereunder for which Purchaser is entitled to damages, other than a breach by Seller of its obligations under Paragraph 22 of this Agreement or a default by Seller where specific performance is not a remedy available to Purchaser as a practical matter as a result of any willful act of Seller.

**24. ASSIGNMENT:** Seller shall not assign this Agreement without the prior written consent of Purchaser, which consent Purchaser may withhold in its sole and absolute discretion. Purchaser may assign this Agreement without Seller's consent to any governmental entity or quasi-governmental unit, authority, political body or subdivision, so long as such governmental entity, quasi-governmental unit, authority, political body or subdivision has appropriated funds sufficient to pay the Purchase Price. Upon any such assignment of this Agreement by Purchaser to any such governmental entity or quasi-governmental unit, authority, political body or subdivision which has assumed Purchaser's obligations under this Agreement in writing,

Purchaser shall not be released from its obligations under this Agreement from and after the effective date of such assignment.

**25. NO THIRD PARTY BENEFICIARY:** This Agreement is not intended to, and shall not give or confer, any benefits, rights, privileges, claims, actions, or remedies to or upon any person or entity as a third party beneficiary.

**26. SURVIVAL:** Only the provisions of this Agreement that contemplate performance after any of the transactions at Settlement provided herein (such as the proration of taxes or operating expense pass-throughs), or provisions that otherwise survive according to the express terms of such provisions (*i.e.*, those provisions in Paragraphs 3.g, 14.b, 15 and 22), shall survive such transactions and Settlement.

**27. NO INVALIDATION OF WHOLE:** If any term, covenant or condition of this Agreement shall be finally determined by a court of competent jurisdiction, after the exhaustion of all appeal rights, to be unenforceable or invalid, then the remainder of this Agreement shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

**28. NO FAILURE TO ENFORCE PENALTY:** No failure by the Seller or Purchaser to enforce any provision of in this Agreement shall be deemed a waiver of Seller's or Purchaser's rights to enforce this Agreement thereafter.

**29. CONSTRUCTION/MATERIALITY:** The Parties acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any Exhibits or amendments hereto. For all purposes under this Agreement, the term "material" shall mean important in manner, substance or degree; not trifling; and, not insignificant.

**30. [Intentionally Omitted]**

**31. APPLICABLE LAW:** This Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia. All legal actions brought by Seller concerning this Agreement shall be brought in the Arlington County Circuit Court and in no other court.

**32. COMPLIANCE WITH APPLICABLE LAW:** Notwithstanding Seller's and Purchaser's agreement that the Property will be delivered to Purchaser, or any assignee, in the condition specified herein, this Agreement shall not abrogate or diminish in any way Purchaser's authority and ability to enforce all applicable statutes, ordinances and regulations.

**33. BINDING AGREEMENT:** The Parties to this Agreement agree that: (a) this Agreement shall be binding upon them, and each of the respective successors and assigns; (b) the provisions so specified in this Agreement shall survive the execution and delivery of the Deed and shall not be merged therein except as specifically provided in this Agreement; (c) this Agreement contains the final and entire agreement between the Parties hereto; and (d) the Parties shall not be bound by any terms conditions, statements, warranties or representations, oral or written, not contained in this Agreement.

**34. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the Parties may execute and exchange by telephone facsimile, or computer scanning, counterparts of the signature pages.

**35. INCORPORATION OF EXHIBITS:** Exhibits A through K are hereby incorporated into this Agreement.

**36. OFFER AND ACCEPTANCE; EFFECTIVE DATE.**

- a. The execution of this Agreement and its delivery to Purchaser shall constitute an irrevocable offer by Seller. If such offer is not accepted by Purchaser by execution and delivery of this Agreement to Seller or to Seller's counsel on or before 5:00 p.m. Eastern Standard Time on November 20, 2012, then the offer shall automatically terminate (without the necessity of any further action by the Parties), in which event no liability whatsoever shall accrue to either of the Parties, and the Parties shall have no obligations whatsoever to each other pursuant to the offer or this Agreement.
- b. This Agreement shall be effective after it is first executed by Seller; approved by the County Board; and thereafter executed and delivered to Seller by Purchaser (the "Effective Date").

**WITNESS** the following signatures by the following persons duly authorized to bind Seller and Purchaser, respectively:

**SELLER:** **BREOF THOMAS REO, LLC,** a Delaware limited liability company

By:   
 Name: Seamus Foran  
 Title: SVP

**Approved as to Form**

**PURCHASER:**

**THE COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA, a  
body corporate**

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS ATTACHED TO AGREEMENT:**

- EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY**
- EXHIBIT A-1 – DESCRIPTION OF SELLER’S PERSONAL PROPERTY**
- EXHIBIT B – ALTA/ACSM SURVEY**
- EXHIBIT C – LEASE SCHEDULE**
- EXHIBIT D – RENT ROLL**
- EXHIBIT E – FORM OF SPECIAL WARRANTY DEED**
- EXHIBIT F – FORM OF OWNER’S AFFIDAVIT**
- EXHIBIT G – LIST OF DOCUMENTS AND ITEMS TO BE DELIVERED BY SELLER TO PURCHASER**
- EXHIBIT H – FORM OF BILL OF SALE**
- EXHIBIT I – TITLE COMMITMENT**
- EXHIBIT J – INSURANCE SCHEDULE**
- EXHIBIT K – EVIDENCE OF INSURANCE**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

All that certain land situate in the County of Arlington, Virginia, and more particularly described as follows:

**PARCEL A: Lot 4, Block 14, of the subdivision of FT. MYER HEIGHTS, as said subdivision is shown on a plat recorded in Deed Book N-4, page 50, among the land records of Arlington County, Virginia.**

**PARCEL B: Lot 3, Block 14, of the subdivision of FT. MYER HEIGHTS, as said subdivision is shown on a plat recorded in Deed Book N-4, page 50, and all of those portions of Lots 1 and 2, in Block 14, of the subdivision of FT. MYER HEIGHTS, containing 10,311 square feet, more or less.**

The aforesaid parcels are more particularly described as follows:

The aforesaid parcels are more particularly described as follows:

**BEGINNING AT A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF N. TROY STREET (FORTY FEET WIDE), SAID POINT BEING A COMMON CORNER WITH THE WOODBURY HEIGHTS CONDOMINIUM, S 83° 21' 25" W, 110.00 FEET TO A DRILL HOLE FOUND, SAID POINT LYING IN THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC.;**

**THENCE RUNNING WITH THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC., N 6° 38' 35" W, 2.00 FEET TO A DRILL HOLE FOUND AND S 83° 21' 25" W, 99.53 FEET TO A DRILL HOLE SET IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD (WIDTH VARIES);**

**THENCE RUNNING WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD THE FOLLOWING THREE COURSES AND DISTANCES:**

**1. WITH A CURVE TO THE LEFT OF RADIUS 59.84 FEET, HAVING A CENTRAL ANGLE OF 18° 34' 26", A CHORD OF 19.31 FEET, CHORD BEARING OF N 17° 50' 36" W AND AN ARC LENGTH OF 19.40 FEET TO A DRILL HOLE SET;**

**2. THENCE WITH A CURVE TO THE RIGHT OF RADIUS 50.84 FEET, HAVING A CENTRAL ANGLE OF 20° 29' 14", CHORD OF 18.08 FEET, CHORD BEARING OF N 16° 53' 12" W, AND AN ARC LENGTH OF 18.18 FEET TO A DRILL HOLE SET;**

**3. THENCE N 6° 38' 35" W, 61.26 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH (FIFTY FEET WIDE); THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH, N 83° 21' 25" E 216.50 FEET TO A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH TROY STREET;**

**THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH TROY STREET, S 6° 38' 35" E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,311 SQUARE FEET OF LAND OR 0.489 ACRES, more or less.**

**EXHIBIT A-1**  
**SELLER'S PERSONAL PROPERTY**  
**Personal Property List 2020 N. 14TH Street, Arlington, VA**

<b><u>ITEM:</u></b>	<b><u>Year</u></b>
18 voly Dwalt cordless Drill	2007
Black n Decker 3/8" variable speed drill	2007
16 set socket ratchet set	2007
K-50 ( Rigid Kollman Dapin Machine)	2007
Little Giant Submersible sump pump	2007
Gas power pressure washer	2007
Snapper snow thrower	2007
Set 8 piece nut driver	2007
10 piece (Eklind Hex Cushion set)	2007
Claw Hammer	2007
14' channel lock plyers	2007
Screw Driver set	2007
Pair wire stripper	2007
Set of combination wrenches	2007
8 ft. fiber glass ladder	2007
4 ft. fiber glass ladder	2007
16 gallon wet vac (Craftsman)	2007
Key cutting machine	2007
12 ft. Step Ladder	2007
12 ft. Wood Step Ladder	2007
8 ft. Step Ladder	2007
Three pound sledge hammer	2008
Lenox hack saw	2008
36" adjustable wrench	2008
24" adjustable wrench	2008
14" adjustable wrench	2008
Salt spreader	2008
Stanley power lock tape measure	2009
Maglite large black	2009
Fluke true RMS multimeter	2009
Fluke 400 AA clamp meter	2009
Pair of manifold gauges	2009
Snow shovel (one)	2009
100 ft. extension cord	2009
Computer	
Brother interfax machine	2007
Hewit Packet Laser 4 plus printer	2007
Dell Desktop computer	2009



**EXHIBIT C**  
**LEASE SCHEDULE**

**Thomas Building - 2020 N 14th Street, Arlington, VA**

**Lease Documents - September 5, 2012-.**

**Highland Shoe**

Original Lease dated 1/1/08

First Amendment to Lease dated 9/10/2012.

**Courthouse Deli (Original Lease with Abendroth & Davies)**

Original Lease dated 11/11/97

Removal of Contingency dated 1/21/98

Amendment & Assignment dated 9/25/06 from Grutech-Myung Systems, Inc. to SKPark

Amendment & Assignment dated 1/30/09 from SKPark to Courthouse Deli

\*\*Seems an Amendment & Assignment is missing from Abendroth & Davies to Grutech-Myung Systems, Inc.

**L.R. Paris**

Original Lease dated 10/22/09

**Restore America's Estuaries**

Original Lease dated 10/12/07

First Amendment dated 7/13/09

**AJW**

Original Lease dated 1/15/10

First Amendment dated 08/31/11

**Wakefield Research**

Original Lease dated 12/24/09

First Amendment dated 5/23/11

**AMAG**

Original Lease dated 6/14/10

**Youth Villages**

Original lease dated 12/3/04

First Amendment dated 3/15/10

Second Amendment dated 01/05/11

Third Amendment dated 04/25/12

**Garber Travel**

Original Lease dated 2/23/05

First Amendment dated 5/20/10

**Post-Op Media**

Original Lease dated 1/04/10

**Proteus**

Original Lease dated 11/30/06

First Amendment dated 4/25/12

Letter dated 9-8-2008 documenting name change from Proteus to 2Ergo

**DANOFFICE, Inc.**

Original lease dated 7/9/09

**Ronald Hiss**

Original Lease dated 2/12/07

First Amendment dated 4/25/2012

**QuanTech**

Original Lease dated 1/15/10

**Crash Foundation**

Original lease dated 11/14/06

First Amendment dated 10/19/09

**Ignited Solutions /Navigant**

Original Lease dated 6/29/04

First Amendment dated 11/22/05

Second Amendment dated 4/1/07

Third Amendment dated 11/1/10

Assignment of Lease dated 07/19/2011

**Bierman, Geesing**

Original Lease dated 8/20/09

First Amendment dated 2/17/2012

Second Amendment dated 4/25/2012

Article of Amendment evidencing name change dated 01-14-2010

**Theobald**

Original Lease dated 11/19/07

**YEM**

Original Lease dated 7/19/10

**Central Parking**

Original Lease dated 9/1/07

\*\* Lease expired 08/31/2012.

**Apextech**

Original Lease dated 11/19/08

First Amendment dated 01/06/2011

**Vintage (Ragtime)**

Original Lease dated 11/07/94

First Amendment dated 5/7/01

Assignment dated 12/31/01

Second Amendment dated 10/9/03

Third Amendment dated 11/11/03

Fourth Amendment dated 05/05/11

Commencement Date Confirmation dated 12/21/03

# Rent Roll - Lease Abstract

## Thomas Building (542508)

### As of 11/01/2012

Recurring Charges Shown as Monthly Amounts

Tenant Code	Tenant	Leased Units	Area	Current Rent	Current		Rent Increases		Other charges & concessions			
					Rent / Sqft	Deposit	Date	New Amt	Amt	Code	Begin	End
thigsbo	Highland Shoe/Y Kach	0100	1,192 rmt	\$3,354.02	\$ 2.81	\$0.00			\$595.00	cam	11/01/2010	12/31/2012
Lease From-To: 01/01/1992 - 12/31/2012												
tkpccor	Courthouse Dell	0150	3,274 rmt	\$6,223.50	\$ 2.51	\$13,914.50	01/01/2013	\$8,470.21	\$3,067.00	cam	01/01/2010	12/31/2014
Lease From-To: 10/01/2006 - 12/31/2014												
treasme	Restore America's Estates	0210	1,917 rmt	\$5,663.90	\$ 2.95	\$3,900.75	01/01/2013	\$5,833.81	\$49.00	cam	01/01/2010	12/31/2015
Lease From-To: 01/01/2008 - 12/31/2015												
tdjwinc	AJW, Inc	0220	3,363 rmt	\$10,108.79	\$ 3.01	\$9,528.50	03/01/2013	\$10,412.05				
Lease From-To: 03/01/2010 - 02/28/2015												
td006233	AJW, Inc	0240	1,920 rmt	\$6,080.00	\$ 3.17	\$6,080.00	01/01/2013	\$6,262.40				
Lease From-To: 12/16/2011 - 02/15/2016												
tblgeee	Bierman, Geesig, & Ward, LLC	0250	1,139 rmt	\$3,417.00	\$ 3.00	\$6,870.83	01/01/2016	\$6,843.09				
Lease From-To: 02/01/2010 - 02/28/2013												
tdmgttc	AMAG Technology	0300	2,969 rmt oaa	\$8,924.47 \$0.00	\$ 3.01 \$ 0.00	\$8,412.17	10/01/2013	\$9,192.20				
Lease From-To: 10/01/2010 - 12/31/2015												
tyouvil	Youth Villages	0310	4,221 rmt	\$7,812.50	\$ 1.85	\$8,529.94	04/01/2013	\$8,046.88				
Lease From-To: 01/01/2005 - 03/31/2015												
tyarta	Garbers Travel Service, Inc.	0320	2,183 rmt	\$6,754.47	\$ 3.09	\$4,638.88	04/01/2014	\$8,288.28				
Lease From-To: 05/01/2005 - 05/31/2013												
tpasmed	Post-Op Media	0406	8,553 rmt	\$24,839.34	\$ 2.90	\$24,233.50	12/01/2012	\$25,460.32				
Lease From-To: 03/01/2004 - 08/31/2014												
tpolnc	Zargo	0500	4,064 rmt	\$12,530.67	\$ 3.08	\$35,729.34	05/01/2013	\$12,906.59	\$188.00	cam	05/01/2012	04/30/2015
Lease From-To: 05/01/2007 - 04/30/2015												

EXHIBIT D  
RENT ROLL

*APL 10/25/12*

# Rent Roll - Lease Abstract

Thomas Building (542509)

As of 11/01/2012

Recurring Charges Shown as Monthly Amounts

Tenant Code	Tenant	Leased Units	Area	Current Rent	Rent / Sqft	Deposit	Rent Increases		Other charges & concessions				
							Date	New Amt	Amt	Code	Begin	End	
tdanof1	Advising IT Inc.	0520	1,034	ormt	\$3,295.48	\$ 3.19	\$3,015.83	08/01/2013	\$3,394.35				
Lease From-To: 08/01/2009 - 10/31/2014													
tronhs	Ronald L Hiss & Harry A Dennis	0530	1,461	ormt	\$2,500.00	\$ 1.71	\$3,470.13			\$67.00	cam	08/01/2012	12/31/2012
Lease From-To: 08/01/2007 - 12/31/2012													
quarte2	Quantech	0560	2,919	ormt	\$8,497.52	\$ 2.91	\$4,780.29	02/01/2013	\$8,709.96				
Lease From-To: 02/01/2010 - 05/31/2015													
10003597	Wakefield Research, LLC	0600	2,312	ormt	\$7,540.97	\$ 3.26	\$0.00	08/01/2013	\$7,767.20				
Lease From-To: 07/14/2011 - 08/01/2015													
tapeste	Apertech, LLC	0620	3,371	ormt	\$10,851.81	\$ 3.22	\$6,743.33	02/01/2013	\$11,177.67				
Lease From-To: 02/01/2011 - 04/30/2014													
thelbuF	Theobald Bufano & Associates	0640	2,207	ormt	\$6,520.50	\$ 2.95	\$5,793.38			\$58.00	cam	01/01/2010	02/28/2013
Lease From-To: 03/01/2008 - 02/28/2013													
tyentrus	The YEM Trust	0660	3,857	ormt	\$11,934.68	\$ 3.09	\$33,748.74						
Lease From-To: 08/01/2010 - 07/31/2013													
tygnso4	Navigant Consulting, Inc.	0700	4,031	ormt	\$11,085.25	\$ 2.75	\$0.00	12/01/2012	\$11,417.81				
Lease From-To: 02/01/2011 - 02/28/2017													
								12/01/2013	\$11,760.34				
								12/01/2014	\$12,113.15				
								12/01/2015	\$12,476.55				
								12/01/2016	\$12,850.84				
trcrafo2	The Crash Foundation	0710	888	ormt	\$2,669.22	\$ 3.01	\$2,072.00			\$109.00	cam	02/01/2010	11/30/2012
Lease From-To: 12/01/2009 - 11/30/2012													
tygnso1	Navigant Consulting, Inc.	0720	947	ormt	\$2,604.25	\$ 2.75	\$5,682.00	12/01/2012	\$2,682.38				
Lease From-To: 07/01/2004 - 02/28/2017													
								12/01/2013	\$2,762.85				
								12/01/2014	\$2,845.74				
								12/01/2015	\$2,931.11				
								12/01/2016	\$3,019.04				



# Rent Roll - Lease Abstract

Thomas Building (542508)

As of 11/01/2012

Recurring Charges Shown as Monthly Amounts

Tenant Code	Tenant	Leased Units	Area	Current Rent	Rent / Sqft	Deposit	Date	Rent Increases	Other charges & concessions		
								New Amt	Amt Code Begin End		
<b>Summary (542508)</b>											
	Occupied	29	90.63%	66,787	94.84%	\$190,737.01		\$2.86	Total Deposits \$198,878.81	Total Other Charges \$17,113.67	Other Charges Per Area \$0.24
	Vacant	3	9.38%	3,632	5.16%	0.00		0.00			
		<u>32</u>		<u>70,419</u>		<u>\$190,737.01</u>		<u>\$2.71</u>			

**EXHIBIT E**  
**FORM OF SPECIAL WARRANTY DEED**

**AFTER RECORDATION**

**RETURN TO:**

Walker Title, LLC  
11781 Lee Jackson Memorial Highway  
Suite 300  
Fairfax, VA 22033

**GRANTEE'S ADDRESS:**

County Board of Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 800  
Arlington Virginia 22201  
Attn: Real Estate Bureau Chief

**RPC#s: 17016012 & 17016013**

This instrument is exempt from recordation tax pursuant to § 58.1-811(A)(3) of the Code of Virginia, 1950, as amended.

**DEED IN LIEU OF CONDEMNATION**

THIS DEED IN LIEU OF CONDEMNATION is made and entered into this \_\_\_\_\_ day of November 2012 by and between BREOF THOMAS REO LLC, a Delaware limited liability company ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the sole owner of two parcels of real estate with improvements, located in Arlington County, Virginia, by virtue of that certain deed recorded in Deed Book 4070, at Page 790, among the land records of Arlington County, Virginia;

WHEREAS, on December 13, 2011, the Grantee authorized the County Manager to make a bona fide offer to Grantor to purchase the Property, and if unsuccessful, authorized the County Attorney to file a petition in condemnation with the Circuit Court of Arlington County, Virginia to acquire the Property by eminent domain; and

WHEREAS, the bona fide offer was sent to the Grantor by the County Manager of Arlington County, Virginia, on December 23, 2011; and

WHEREAS, the bona fide offer was refused by the Grantor; and

WHEREAS, the Grantor and the Grantee now have reached an agreement in

This Deed was prepared by the following attorney licensed to practice law in the Commonwealth of Virginia:  
Bruce A. Kimble, Assistant County Attorney,  
Virginia Bar Number 16261.

which the Grantor has agreed to convey fee simple title to the Property to the Grantee in lieu of condemnation, in exchange for the total sum of Twenty-seven Million One Hundred Twenty-five Thousand and <sup>Zero</sup>/<sub>100</sub> Dollars (\$27,125,000.00).

NOW, THEREFORE, in consideration of the sum of Twenty-seven Million One Hundred Twenty-five Thousand and <sup>Zero</sup>/<sub>100</sub> Dollars (\$27,125,000.00) cash in hand paid and the recitals and mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, in lieu of condemnation, does hereby grant, bargain, sell and convey unto Grantee, in fee simple, with Special Warranty of Title, all of those certain parcels of land, together with the improvements thereon and appurtenances thereto, situated in Arlington County, Virginia, and more particularly described in the legal description in Exhibit A, attached hereto and incorporated herein.

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way, to the extent that the same are valid and lawfully apply to the Property.

Grantor covenants that the Grantor warrants the Property specially, and that Grantor will execute such further assurances of the Property as may be requisite.

WITNESS the following signatures and seals.

*[Signatures appear on the following page]*

This Deed was prepared by the following attorney licensed to practice law in the Commonwealth of Virginia:  
Bruce A. Kimble, Assistant County Attorney,  
Virginia Bar Number 16261.

**GRANTOR:**

**BREOF THOMAS REO LLC**, a Delaware limited liability company

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

STATE OF \_\_\_\_\_:  
CITY/COUNTY OF \_\_\_\_\_: to wit

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of BREOF THOMAS REO LLC.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

**GRANTEE:** Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ on behalf of the County Board of Arlington County, Virginia, as authorized by the County Board by resolution, motion, or action on \_\_\_\_\_, 20\_\_.

**COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

COMMONWEALTH OF VIRGINIA:  
COUNTY OF ARLINGTON; to wit

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ on behalf of the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

Approved as to Form:

\_\_\_\_\_  
COUNTY ATTORNEY

**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL A: LOT 4, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

PARCEL B: LOT 3, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AND ALL OF THOSE PORTIONS OF LOTS 1 AND 2, IN BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, CONTAINING 10,311 SQUARE FEET, MORE OR LESS, AND SHOWN ON A PLAT ATTACHED TO A DEED RECORDED IN DEED BOOK 1129, PAGE 535.

SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF N. TROY STREET (FORTY FEET WIDE), SAID POINT BEING A COMMON CORNER WITH THE WOODBURY HEIGHTS CONDOMINIUM, S 83° 21' 25" W, 110.00 FEET TO A DRILL HOLE FOUND, SAID POINT LYING IN THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC.;

THENCE RUNNING WITH THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC., N 6° 38' 35" W, 2.00 FEET TO A DRILL HOLE FOUND AND S 83° 21' 25" W, 99.53 FEET TO A DRILL HOLE SET IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD (WIDTH VARIES);

THENCE RUNNING WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT OF RADIUS 59.84 FEET, HAVING A CENTRAL ANGLE OF 18° 34' 26", A CHORD OF 19.31 FEET, CHORD BEARING OF N 17° 50' 36" W AND AN ARC LENGTH OF 19.40 FEET TO A DRILL HOLE SET;
2. THENCE WITH A CURVE TO THE RIGHT OF RADIUS 50.84 FEET, HAVING A CENTRAL ANGLE OF 20° 29' 14", CHORD OF 18.08 FEET, CHORD BEARING OF N 16° 53' 12" W, AND AN ARC LENGTH OF 18.18 FEET TO A DRILL HOLE SET;
3. THENCE N 6° 38' 35" W, 61.26 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH (FIFTY FEET WIDE);

THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH, N 83° 21' 25" E 216.50 FEET TO A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH TROY STREET;

THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH TROY STREET, S 6° 38' 35" E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,311 SQUARE FEET OF LAND OR 0.489 ACRES.

BEING THE SAME PROPERTY DESCRIBED IN DEED BOOK 4070, PAGE 790 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

**EXHIBIT F**  
**FORM OF OWNER/SELLER AFFIDAVIT**  
(to induce sale of and/or loan on premises and title insurance coverage)

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

The undersigned, being first duly sworn on oath, depose(s) and say(s):

1. THAT Affiant(s) is/are the titleholder(s) of the property known and described as follows:

See Exhibit A attached hereto and made a part hereof.

2. **As to Mechanics' liens:** THAT at no time within 120 days of the date hereof has Affiant authorized any work, services, or labor been done, or any fixtures, apparatus or material been furnished in connection with, or to, the said premises, except such material, fixtures, work, apparatus, labor or services as have been fully and completely paid for; that there is no indebtedness to anyone for any labor, fixtures, apparatus, material, services, or work done to, upon, or in connection with, the said premises; that there is no claim or indebtedness; that there is no mechanics' lien claim against said premises, whether of record or otherwise; further Affiant has not authorized any work, services or labor by any tenant within 120 days of the date hereof;

3. **As to contracts & conveyances:** THAT no agreement or contract for conveyance, or deed, conveyance, written lease, or writing whatsoever, is in existence, adversely affecting title to said premises, except that in connection with which this affidavit is given;

4. **As to possession:** A complete list of all parties in possession ("**Tenants**") of the Land, or any portion thereof, based upon leases to which Owner is the Landlord, is attached hereto as Exhibit B and made a part hereof. No tenant has a right of first refusal or an option to purchase the Land. There are no other tenancies, leases, parties in possession or other occupancies of the Land based upon agreements entered into with Owner;

5. **As to judgments:** THAT no judgment or decree has been entered in any court of this State of the United States against said Affiant(s) and which remains unsatisfied; THAT no proceedings in bankruptcy have ever been instituted by or against Deponent(s) in any court, or before any office of any state;

6. [*Intentionally Omitted*];

7. THAT this Affidavit is made to induce the purchase of and/or a loan secured by the premises described herein and the issuance of a title insurance policy relating to same; and

8. THAT Affiant(s) further state(s) that he/she/they is/are each familiar with the nature of any oath; and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiant(s) further certify that he/she/they has/have heard read to Affiant(s) the full facts of this Affidavit, and understand its contents.

SOCIAL SECURITY NO./TAX I.D.

**BREOF THOMAS REO LLC, a Delaware  
limited liability company**

\_\_\_\_\_

By: \_\_\_\_\_

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

EXHIBIT A  
Legal Description

PARCEL A: Lot 4, Block 14, of the subdivision of FT. MYER HEIGHTS, as said subdivision is shown on a plat recorded in Deed Book N-4, page 50, among the land records of Arlington County, Virginia.

PARCEL B: Lot 3, Block 14, of the subdivision of FT. MYER HEIGHTS, as said subdivision is shown on a plat recorded in Deed Book N-4, page 50, and all of those portions of Lots 1 and 2, in Block 14, of the subdivision of FT. MYER HEIGHTS, containing 10,311 square feet, more or less.

The aforesaid parcels are more particularly described as follows:

The aforesaid parcels are more particularly described as follows:

BEGINNING AT A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF N. TROY STREET (FORTY FEET WIDE), SAID POINT BEING A COMMON CORNER WITH THE WOODBURY HEIGHTS CONDOMINIUM, S 83° 21' 25" W, 110.00 FEET TO A DRILL HOLE FOUND, SAID POINT LYING IN THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC.;

THENCE RUNNING WITH THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC., N 6° 38' 35" W, 2.00 FEET TO A DRILL HOLE FOUND AND S 83° 21' 25" W, 99.53 FEET TO A DRILL HOLE SET IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD (WIDTH VARIES);

THENCE RUNNING WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT OF RADIUS 59.84 FEET, HAVING A CENTRAL ANGLE OF 18° 34' 26", A CHORD OF 19.31 FEET, CHORD BEARING OF N 17° 50' 36" W AND AN ARC LENGTH OF 19.40 FEET TO A DRILL HOLE SET;
2. THENCE WITH A CURVE TO THE RIGHT OF RADIUS 50.84 FEET, HAVING A CENTRAL ANGLE OF 20° 29' 14", CHORD OF 18.08 FEET, CHORD BEARING OF N 16° 53' 12" W, AND AN ARC LENGTH OF 18.18 FEET TO A DRILL HOLE SET;
3. THENCE N 6° 38' 35" W, 61.26 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH (FIFTY FEET WIDE);

THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH, N 83° 21' 25" E 216.50 FEET TO A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH TROY STREET;

THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH TROY STREET, S 6° 38' 35" E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,311 SQUARE FEET OF LAND OR 0.489 ACRES, more or less.

**EXHIBIT B**

[List of Tenants]  
[If none, so state]

**EXHIBIT G**  
**LIST OF DOCUMENTS AND ITEMS TO BE DELIVERED BY SELLER TO  
PURCHASER**

1. Copies of any existing Contracts relating to the Property;
2. Power, gas, water, sewer, and other utility (other than County utilities) bills for the last twelve (12) months and copies of any necessary permits for such Property;
3. Copies of all documents relating to any lawsuit currently affecting the Property or Seller and a summary of unresolved legal actions threatened in writing concerning the Property or Seller;
4. Copies of all warranties on the Building roof, elevators and other Building components and on all Building equipment or service, operating manuals, and maintenance and inspection records of Building mechanical, electrical, plumbing and life-safety systems;
5. Copies of all available shop drawings and schematic drawings applicable to the on-going operation, maintenance and capital investment in the Property;
6. A letter to the tenants prepared by Purchaser and executed by Seller stating that the Property has been sold to Purchaser;
7. All other documents required to be delivered by Seller pursuant to the Agreement;
8. All keys, combinations, and codes to all locks and security systems at the Property;
9. To the extent in Seller's possession or in the possession of Seller's agents or contractors, originals of all Leases, together with all tenant files; and
10. To the extent in Seller's possession or in the possession of Seller's agents or contractors, existing plans and specifications for the Property, surveys, environmental studies, geotechnical studies, pest infestation reports, roof reports, engineering studies, and any inspection reports, engineering reports, and similar reports (including, without limitation, site plans and all structural, plumbing, electrical, mechanical, and civil plans, drawings, and specifications, including "as built" plans and drawings (if any) from original construction and subsequent repairs, renovations and fit-outs.

**EXHIBIT H**

**FORM OF BILL OF SALE**

**THIS BILL OF SALE** (this "Bill of Sale") is executed on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by **BREOF THOMAS REO, LLC**, a Delaware limited liability company ("Seller"), in favor of **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic ("Purchaser").

1. **Property.** The "Property" shall mean the building located at 2020 14<sup>th</sup> Street North, Arlington, Virginia, as more particularly described in that certain Agreement of Sale dated as of \_\_\_\_\_, 2012, by and between Seller and Purchaser (the "Agreement").

2. **Personal Property.** The "Personal Property" shall mean all equipment, trade fixtures and other personal property owned by Seller and located in or on the Property, as of the date of the Agreement. Seller's inventory of the Personal Property is described on Exhibit 1 attached to this Bill of Sale.

3. **Sale and Conveyance.** For good and valuable consideration received by Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest of the Seller in and to the Personal Property. Seller hereby covenants and agrees: that Seller is the lawful owner of the Personal Property; that Seller has the right to sell and dispose of the Personal Property; that the Personal Property is free from all claims, encumbrances, security interests and liens; that Seller has good and marketable title to the Personal Property; and that Seller shall execute such further assurances thereof as may be reasonably necessary.

**IN WITNESS WHEREOF**, Seller has executed this Bill of Sale the day and year first above written.

**SELLER:**

**BREOF THOMAS REO, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
 ) to wit:  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of **BREOF THOMAS REO, LLC**, a Delaware limited liability company, whose name is signed to the foregoing Bill of Sale, personally appeared before me in my jurisdiction and acknowledged the same to be his act and deed in such capacity.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

[seal]

\_\_\_\_\_  
Notary Public

My commission expires:  
My Registration No \_\_\_\_\_

**EXHIBIT 1**  
**(To Bill of Sale)**  
**SCHEDULE OF PERSONAL PROPERTY**

**Personal Property List 2020 N. 14TH Street, Arlington, VA**

<b><u>ITEM:</u></b>	<b><u>Year</u></b>
18 voly Dwalt cordless Drill	2007
Black n Decker 3/8" variable speed drill	2007
16 set socket ratchet set	2007
K-50 ( Rigid Kollman Dapin Machine)	2007
Little Giant Submersible sump pump	2007
Gas power pressure washer	2007
Snapper snow thrower	2007
Set 8 piece nut driver	2007
10 piece (Ekliind Hex Cushion set)	2007
Claw Hammer	2007
14' channel lock plyers	2007
Screw Driver set	2007
Pair wire stripper	2007
Set of combination wrenches	2007
8 ft. fiber glass ladder	2007
4 ft. fiber glass ladder	2007
16 gallon wet vac (Craftsman)	2007
Key cutting machine	2007
12 ft. Step Ladder	2007
12 ft. Wood Step Ladder	2007
8 ft. Step Ladder	2007
Three pound sledge hammer	2008
Lenox hack saw	2008
36" adjustable wrench	2008
24" adjustable wrench	2008
14" adjustable wrench	2008
Salt spreader	2008
Stanley power lock tape measure	2009
Maglite large black	2009
Fluke true RMS multimeter	2009
Fluke 400 AA clamp meter	2009
Pair of manifold gauges	2009
Snow shovel (one)	2009
100 ft. extension cord	2009
Computer	
Brother interfax machine	2007
Hewit Packet Laser 4 plus printer	2007
Dell Desktop computer	2009

**EXHIBIT I**  
**TITLE COMMITMENT**



Fidelity National Title Insurance Company

**SCHEDULE A**

Revised September 5, 2012

1. Effective Date: July 18, 2012 at 8:00 a.m. Commitment No. A0801369-TD

2. Policy or Policies to be issued:	Amount
(a) ALTA Owner's Policy: ALTA 2006 Policy Form <u>Proposed Insured:</u>  County Board of Arlington County, Virginia	\$27,000,000.00

(b) ALTA Loan Policy:  
Proposed Insured:

3. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and title hereto is at the effective date hereof vested in:

**BREOF Thomas REO LLC, a Delaware limited liability company,**

**AND BEING the same property conveyed to BREOF Thomas REQ LLC, a Delaware limited liability company, by deed from A&A Thomas LLC, recorded in the Clerk's Office, Circuit Court, County of Arlington, Virginia in Deed Book 4070, page 790.**

*(continued)*

*Countersigned:*

Walker Title, LLC  
Telephone: 703-591-2325 Fax: 703-591-2328  
11781 Lee Jackson Mem. Highway  
Suite 300  
Fairfax, VA 22033

By:  \_\_\_\_\_ (td)  
Authorized Officer or Agent

*This commitment is invalid unless Insuring Provisions and Schedules A and B are attached.*



Fidelity National Title Insurance Company

**SCHEDULE A**  
*(continued)*

Commitment No. A0801369-TD

4. The land referred to in this Commitment is described as follows:

All that certain land situate in the County of Arlington, Virginia, and more particularly described as follows:

**PARCEL A: Lot 4, Block 14, of the subdivision of FT. MYER HEIGHTS, as said subdivision is shown on a plat recorded in Deed Book N-4, page 50, among the land records of Arlington County, Virginia.**

**PARCEL B: Lot 3, Block 14, of the subdivision of FT. MYER HEIGHTS, as said subdivision is shown on a plat recorded in Deed Book N-4, page 50, and all of those portions of Lots 1 and 2, in Block 14, of the subdivision of FT. MYER HEIGHTS, containing 10,311 square feet, more or less.**

The aforesaid parcels are more particularly described as follows:

The aforesaid parcels are more particularly described as follows:

**BEGINNING AT A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF N. TROY STREET (FORTY FEET WIDE), SAID POINT BEING A COMMON CORNER WITH THE WOODBURY HEIGHTS CONDOMINIUM, S 83° 21' 25" W, 110.00 FEET TO A DRILL HOLE FOUND, SAID POINT LYING IN THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC.;**

**THENCE RUNNING WITH THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC., N 6° 38' 35" W, 2.00 FEET TO A DRILL HOLE FOUND AND S 83° 21' 25" W, 99.53 FEET TO A DRILL HOLE SET IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD (WIDTH VARIES);**

**THENCE RUNNING WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD THE FOLLOWING THREE COURSES AND DISTANCES:**

**1. WITH A CURVE TO THE LEFT OF RADIUS 59.84 FEET, HAVING A CENTRAL ANGLE OF 18° 34' 26", A CHORD OF 19.31 FEET, CHORD BEARING OF N 17° 50' 36" W AND AN ARC LENGTH OF 19.40 FEET TO A DRILL HOLE SET;**

**2. THENCE WITH A CURVE TO THE RIGHT OF RADIUS 50.84 FEET, HAVING A CENTRAL ANGLE OF 20° 29' 14", CHORD OF 18.08 FEET, CHORD BEARING OF N 16° 53' 12" W, AND AN ARC LENGTH OF 18.18 FEET TO A DRILL HOLE SET;**

**3. THENCE N 6° 38' 35" W, 61.26 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH (FIFTY FEET WIDE);**

**THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH, N 83° 21' 25" E 216.50 FEET TO A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH TROY STREET;**



Fidelity National Title Insurance Company

**SCHEDULE A**

*(continued)*

Commitment No. A0801369-TD

**THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH TROY STREET, S 6° 33' 35" E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,311 SQUARE FEET OF LAND OR 0.489 ACRES, more or less.**



Fidelity National Title Insurance Company

**SCHEDULE B - SECTION 1  
REQUIREMENTS**

Commitment No. A0801369-TD

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
  - a. Recordation of Deed from BREOF Thomas REO LLC, a Delaware limited liability company, to County Board of Arlington County, Virginia.
4. Receipt of satisfactory Owner/Seller Affidavit as to Mechanics' Liens and Possession stating that no improvements have been made to or contracted for on captioned premises within the 120 days prior to closing, and identifying parties entitled to possession of the property, if any.
5. Receipt of satisfactory evidence of issuance of proper Certificate of Organization for limited liability company issued by the State Corporation Commission and Receipt of satisfactory evidence that the transaction, including execution and delivery of instruments, is pursuant to and in accordance with valid operative terms and provisions of Articles of Organization.
6. Payment and release of Deed of Trust from A&A Thomas, L.L.C., to Commercial Title Group, Inc., Trustee(s), dated June 16, 2000, recorded in Deed Book 3527, page 1472, securing of record IDS Life Insurance Company the original sum of \$6,300,000.00.  
Assignment of Leases and Rents recorded in Deed Book 3527, page 1524  
Assumption and Modification Agreement recorded in Deed Book 4070, page 795
7. Payment and release of Deed of Trust from BREOF Thomas REO LLC, a Delaware limited liability company,, to Alexander Title Agency Incorporated, Trustee(s), dated February 23, 2007, recorded in Deed Book 4074, page 992, securing of record Wachovia Bank, National Association the original sum of \$14,025,000.00.  
Assignment of Leases and Rents recorded in Deed Book 4074, page 1079.  
Modification Agreement recorded in Deed Book 4368, page 1992 and Deed Book 4466, page 2147 and in Deed Book 4549, page 916.
8. Termination of Financing Statement No. 66079, filed on March 5, 2007, showing BREOF Thomas REO LLC, a Delaware limited liability company, as debtor(s), and Wachovia Bank, National Association, as secured party, as it affects caption property.



Fidelity National Title Insurance Company

**SCHEDULE B - SECTION 2  
EXCEPTIONS**

Commitment No. A0801369-TD

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Taxes for the second half of the year 2012, a lien, but not yet due and payable.
3. This exception intentionally omitted.
4. Rights of parties in possession, as tenants only, under unrecorded leases.
5. Easement granted The County Board of Arlington County, Virginia, dated December, 1965, recorded in Deed Book 1610, page 53.

All recorded documents referred to herein are recorded among the Land Records of the County of Arlington, Virginia.

**EXHIBIT J**

**INSURANCE SCHEDULE AND OTHER REQUIREMENTS**

The following insurance policies satisfying the following requirements shall be in effect on the Effective Date of the Agreement and continuously at all times through the Settlement Date.

- 1) Broad Form Property Insurance policy covering the full replacement value of the building and all contents of the building. This policy shall include extra expenses, such as lost revenue, and shall not include any co-insurance clause (*i.e.*, the coverage amount shall be for the full replacement value, not an underinsured amount, and must not contain a co-insurance clause);
- 2) A General Liability Insurance policy with coverage of \$2 Million per occurrence and \$5 Million annual aggregate specifically applicable to the Property;
- 3) As of the Effective Date of the Agreement, County, its elected and appointed officials, officers, and employees shall be added by endorsement as loss payees to the above described Broad Form Property Insurance Policy, and, as an additional insured to the General Liability Insurance Policy.

Evidence, as required by Exhibit K, shall be provided to the County Risk Manager that all insurance policies include the following provision:

"It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given, by certified mail, return receipt requested, to the Risk Manager, Arlington County, Virginia."

If there is a material change or reduction in coverage, the Seller ("Insured") shall notify the County Risk Manager immediately upon the Insured's notification from the insurer. Any policy on which the Insured has received notification from an insurer that the policy has or will be cancelled, or materially changed, or reduced shall be replaced with another policy consistent with the terms of the Agreement, and the County Risk Manager notified, by certified mail, return receipt requested, of the replacement, in such a manner that there is no lapse in coverage.

**EXHIBIT K**

**EVIDENCE OF INSURANCE**

Attached to this Exhibit K are:

1. Evidence of Property Insurance; and
2. Evidence of Liability Insurance.

The above evidence is based upon sections of the respective insurance policies evidencing additional insureds, notification, and loss payee requirements of this Agreement of Sale, delivered to the County Risk Manager.



**EVIDENCE OF PROPERTY INSURANCE**

Page 1 of 1

DATE (MM/DD/YYYY)  
11/02/2012

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> Willis of Illinois, Inc. 233 South Wacker Drive Suite 2000 Chicago, IL 60606		<b>PHONE</b> 877-945-7378		<b>COMPANY</b> Travelers Property Casualty Company of America 190 S. LaSalle Street Suite 960 Chicago, IL 60603	
<b>FILE NO.</b> 888-467-2378		<b>E-MAIL ADDRESS:</b> certificates@willis.com			
<b>AGENCY CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER NO.:</b>		<b>LOAN NUMBER:</b>		<b>POLICY NUMBER:</b> KTJCM629M342412	
<b>INSURED:</b> BBOF US Investment Holdings LLC 2020 North 14th Street Arlington, VA 22201		<b>EFFECTIVE DATE:</b> 10/31/2012		<b>EXPIRATION DATE:</b> 10/31/2013	
				<input type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

**PROPERTY INFORMATION**  
 LOCATION/DESCRIPTION  
 Re: 2020 14th Street, Arlington, VA.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE/PERILS/PORIS	AMOUNT OF INSURANCE	DEDUCTIBLE
ALL RISK PROPERTY - BOILER & MACHINERY	\$17,468,327	\$25,000
RENTAL INCOME - GROSS EARNINGS	\$2,239,109	\$25,000
REPLACEMENT COST INCLUDED	included	
FLOOD	VARIOUS	VARIOUS
EARTHQUAKE (except CA, HI, AK, PR or New Madrid/PNW)	\$100,000,000	\$100,000
WINDSTORM	INCLUDED	VARIOUS
LOSS TO UNDAMAGED PORTION DEMOLITION AND INCREASED COST OF CONSTRUCTION	\$25,000,000	\$25,000
DEBRIS REMOVAL	\$1,000,000	\$25,000
LIMITED FUNGUS "WET ROT AND DRY ROT"	\$15,000	\$25,000
Coverage for "Certified Act of Terrorism" under the Terrorism Risk Insurance Act of 2002, (TRIA) applies as described in the Policy		
NO COINSURANCE	included	

**REMARKS (including Special Conditions)**  
 Property coverage includes: Declared limit of asset only and Extra Expense and BI coverage.  
 County Board of Arlington County, its elected and appointed officials, officers, and employees are named as Loss Payees as respects referenced Property coverage.

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS  County Board of Arlington County 2100 Clarendon Blvd Arlington, VA 22201	<input checked="" type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE LOAN #	
AUTHORIZED REPRESENTATIVE 		



**FY 2012 APPROPRIATION RESOLUTION**

BE IT RESOLVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, THAT THE FOLLOWING APPROPRIATIONS ARE HEREBY ADOPTED FOR THE FISCAL YEAR 2012 AND THAT ANY SURPLUS FOR GENERAL COUNTY PURPOSES REMAINING AT THE END OF THE FISCAL YEAR SHALL RETURN TO THE GENERAL FUND OF THE COUNTY.

## GENERAL FUND:

COUNTY BOARD.....	1,012,807
COUNTY MANAGER.....	4,946,572
MANAGEMENT AND FINANCE.....	5,810,052
HUMAN RESOURCES.....	7,383,972
DEPARTMENT OF TECHNOLOGY SERVICES.....	16,203,671
COUNTY ATTORNEY.....	2,306,055
CIRCUIT COURT.....	3,296,267
GENERAL DISTRICT COURT.....	197,640
JUVENILE AND DOMESTIC RELATIONS COURT.....	5,448,998
COMMONWEALTH'S ATTORNEY.....	3,809,084
OFFICE OF THE MAGISTRATE.....	54,042
SHERIFF.....	36,147,859
COMMISSIONER OF REVENUE.....	5,085,299
TREASURER.....	5,942,745
ELECTORAL BOARD.....	1,164,003
POLICE.....	58,157,730
EMERGENCY MANAGEMENT.....	10,385,946
FIRE.....	50,812,578
ENVIRONMENTAL SERVICES.....	75,750,178
HUMAN SERVICES.....	115,347,313
LIBRARIES.....	11,888,751
ECONOMIC DEVELOPMENT.....	9,577,190
COMMUNITY PLANNING, HOUSING & DEV.....	9,174,411
PARKS AND RECREATION.....	31,634,930
NON-DEPARTMENTAL.....	68,629,087
DEBT SERVICE.....	53,903,037
REGIONAL CONTRIBUTIONS.....	8,054,358
METRO.....	24,510,207
<b>TOTAL GENERAL GOVERNMENT APPROPRIATION.....</b>	<b>\$626,634,781</b>

## OTHER OPERATING FUNDS:

TRAVEL, TOURISM & PROMOTION.....	862,155
UTILITIES.....	98,643,502
ROSSLYN BUSINESS IMPROVEMENT DIST.....	3,210,181
CRYSTAL CITY BUSINESS IMPROVEMENT DIST.....	2,294,733
COMMUNITY DEVELOPMENT.....	1,936,690
SECTION 8.....	17,738,460
CPHD DEVELOPMENT FUND.....	11,902,253
AUTOMOTIVE EQUIPMENT.....	24,677,817
PRINTING.....	2,435,977
BALLSTON GARAGE.....	3,105,534
BALLSTON GARAGE - 8TH LEVEL.....	330,271
URBAN AREA SECURITY INITIATIVE.....	3,132,916
<b>TOTAL OTHER OPERATING FUNDS.....</b>	<b>\$170,270,491</b>

## GENERAL CAPITAL PROJECTS FUND:

CABLE TV.....	3,479,628
TECHNOLOGY SERVICES.....	5,725,096
JUVENILE DOMESTIC RELATIONS.....	26,458
PUBLIC SAFETY.....	1,435,230
ENVIRONMENTAL SERVICES:	
Government Facilities.....	10,390,172
Facilities Maintenance.....	6,291,811
Transportation.....	34,798,155
Environmental Planning.....	1,380,184
Ballston Garage 8th Level.....	3,200,000
HUMAN SERVICES.....	512,000
ECONOMIC DEVELOPMENT.....	1,072,481
COLUMBIA PIKE REDEVELOPMENT.....	2,329,265
PARKS & RECREATION.....	8,201,030
COMMUNITY PLANNING, HSG & DEVELOPMENT.....	972,999
REGIONAL CONTRIBUTIONS.....	24,718,848
TOTAL GENERAL CAPITAL PROJECTS FUND.....	\$104,533,357

## NON-GENERAL FUND CAPITAL FUNDS:

STREET AND HIGHWAY BOND.....	22,169,785
NEIGHBORHOOD CONSERVATION BOND.....	17,403,640
PUBLIC RECREATION FACILITIES BOND.....	59,153,389
FIRE STATION BOND.....	4,081,486
STORMWATER MANAGEMENT FUND.....	20,539,271
TRANSPORTATION CAPITAL FUND.....	81,680,273
LIBRARIES BOND.....	680,328
TRANSIT FACILITIES BOND.....	27,454,593
GOVERNMENT FACILITY.....	10,396,479
UTILITIES CONSTRUCTION.....	78,020,817
WATER DISTRIBUTION BOND.....	3,907,929
SANITARY SEWER BOND.....	9,975,673
WASTE TREATMENT BOND.....	35,040,421
IDA BONDS.....	8,103,458
EMERGENCY COMMUNICATIONS CENTER BOND.....	7,718,856
TOTAL NON-GENERAL FUND CAPITAL.....	\$386,326,398
TOTAL CAPITAL FUNDS.....	\$490,859,755

## FY 2013 County Budget Appropriations

### FY 2012 CLOSEOUT ADJUSTMENTS AFFECTING FY 2013 APPROPRIATION LEVELS

- A. **RECOMMENDATION:** Reappropriate in FY 2013 County purchase orders, incomplete projects, carryover capital and operating projects, and revenues to be received from federal, state and other sources as summarized in Attachments 2A, 2B, 2C, and 2D.

**EXPLANATION:** The purchase orders summarized in Attachments 2A, 2B, and 2C were placed in FY 2012 or earlier fiscal years, the goods and services had been delivered by the end of the year but invoices were not received in time for processing in FY 2012. Attachments 2A, 2B, 2C, and 2D also summarize and detail appropriations, expenditures, incomplete projects and other projects or programs recommended for funding in FY 2013. This action also identifies those appropriations of federal, state and other revenues approved by the County Board in FY 2012 that had not been received or expended as of the close of FY 2012. Incomplete projects were, for the most part, funded in FY 2012 but unable to be completed by the close of the fiscal year.

- B. **RECOMMENDATION:** Increase the FY 2013 General Capital Projects Fund (313) appropriation by \$17,010,607 to reflect revenues received during FY 2012 but not previously appropriated (Attachment 2C).

**EXPLANATION:** During FY 2012, revenues of \$17,010,607 were received for one-time uses as well as various on-going projects where the County was eligible for reimbursement by developers and other public or private parties as listed below. Revenues include Congestion Mitigation & Air Quality (CMAQ) projects, traffic signal communications network projects, State Water Quality Improvement projects, VDOT reimbursements for various transportation projects, bike trails, and bus stops and shelters, and Department of Rail and Public Transportation reimbursements, drawn from the Northern Virginia Transportation Commission trust fund for transit projects such as the Rosslyn Station access improvements and bus purchases. Cable revenue includes Comcast and Verizon payments towards PEG and INET costs. Insurance reimbursements were received for facility and equipment damage as a result of natural disaster and equipment failure.

Transportation State Revenue	9,034,224
NVTC Drawdowns	5,282,014
Cable TV Receipts	1,036,486
Project Receipts, Fines & Other	852,367
Developer Contributions	507,866
Insurance Reimbursement	297,650
Total	<u>\$17,010,607</u>

**C. RECOMMENDATION:** Increase the FY 2013 County Utility Construction Fund (519) appropriation by \$5,955,757 to reflect revenue received during FY 2012 but not previously appropriated (Attachment 2C).

**EXPLANATION:** During FY 2012 the County Utility Pay-As-You-Go Construction Fund (519) received \$5,955,757. Included is revenue received from inter-jurisdictional partners based on sewage processed for neighboring jurisdictions, interest revenue earned on Utility Fund cash balances, infrastructure availability fees, and a miscellaneous reimbursement for the inflow and infiltration program. The FY 2012 revenue related to Utility (PAYG) projects is broken out as follows:

Inter-jurisdictional Sewage Processing Revenue	\$4,125,510
Interest Revenue	210,033
Infrastructure Availability Fees	1,419,474
Miscellaneous Revenue	200,740
Total	\$5,955,757

**D. RECOMMENDATION:** Increase the FY 2013 Stormwater Management Fund (321) appropriation by \$310,448 to reflect revenue received during FY 2012 but not previously appropriated (Attachment 2C).

**EXPLANATION:** Actual revenue received from the sanitary district tax of \$0.013 per \$100 of assessed real property value was \$310,448 more than budgeted in FY 2012. These funds have been received in the Stormwater Management Fund and need to be appropriated so they can be allocated to projects.

**E. RECOMMENDATION:** Increase the FY 2013 Transportation Capital Fund (331) appropriation by \$19,924,434 to reflect revenue received during FY 2012 but not previously appropriated (Attachment 2C).

**EXPLANATION:** Actual revenue received from the commercial real estate tax of \$0.125 per \$100 of assessed real property value was \$2,792,551 more than budgeted in FY 2012. Additionally, \$17,131,883 was drawn down from the Northern Virginia Transportation Commission to reimburse transportation project expenditures from the Transportation Capital Fund. These funds have been transferred to the Transportation Capital Fund and need to be appropriated so they can be allocated to projects

**MISCELLANEOUS FY 2013 SUPPLEMENTAL  
BUDGET ADJUSTMENTS:**

- F. RECOMMENDATION:** Appropriate from FY 2012 fund balance \$660,728 to the Police Department (101.31201/31301/31401), \$611,692 (101.34301) to the Fire Department, and \$374,696 to the Sheriff's Office (101.22201/22302/22401/22402/22403/22404) for the pay reclassification of public safety uniform positions in FY 2013 and appropriate \$3,818,950 to Non-Departmental (101.91102) for other compensation set asides described below.

**EXPLANATION:** Monies are being allocated and appropriated to several departments for the cost of the reclassification of various positions identified to be significantly below comparative pay and is part of the County Manager's multi-year pay study with other jurisdictions. In FY 2013 various uniform public safety, clerical, and construction codes positions have been identified. In addition, funding is being set aside for potential FY 2014 one-time employee compensation if employee step/MPA funding is not included in the FY 2014 budget (\$3,000,000) and monies to offset the cost of employee buyouts in FY 2013 are required to prepare for FY 2014 potential program budget reductions (\$500,000). If any of the FY 2014 monies set aside are not needed for employee compensation then the funding would be available for reallocation to other Board priorities (e.g. AHIF).

- G. RECOMMENDATION:** Appropriate \$165,079 to the unallocated portion of the Affordable Housing Investment Fund (101.91102) and transfer the funds from the trust and agency account where the escrow was held.

**EXPLANATION:** The County-held escrow for The Jordan is reverting back to AHIF since the project is now complete.

- H. RECOMMENDATION:** Appropriate \$7,680 from the Library of Virginia (101.365200) to the Circuit Court (101.20202) to support the archiving of marriage licenses.

**EXPLANATION:** The Library of Virginia has awarded grant funds to the Circuit Court under the Virginia Circuit Court Records Preservation Program. The funds will be used for vendor services to archive marriage licenses. The project consists of redacting social security numbers from marriage licenses; converting licenses from paper format to digital format with a searchable index and viewing of images by the public. Marriage licenses from 1980 to the present have already been scanned and the funds from the Library of Virginia will allow the Circuit Court to complete another segment of this project.

- I. RECOMMENDATION:** Reallocate \$62,791 from Non-Departmental (101.91102) to the General District Court (101.20302) for state salary supplements.

**EXPLANATION:** The County Board agreed to a salary supplement for the General District Court's state employees during the FY 2013 budget process. Funds were set aside in Non-Departmental pending a study by the Human Resources Department to determine an appropriate amount for a supplement based on an analysis of salaries paid to County employees for similar work.

- J. RECOMMENDATION:** Reallocate \$25,261 from Non-Departmental (101.91102) to the Juvenile and Domestic Relations Court (101.20402) for state salary supplements.

**EXPLANATION:** The County Board agreed to a salary supplement for the Juvenile and Domestic Relations Court state employees during the FY 2013 budget process. Funds were set aside in Non-Departmental pending a study by the Human Resources Department to determine an appropriate amount for a supplement based on an analysis of salaries paid to County employees for similar work.

- K. RECOMMENDATION:** Reallocate from Juvenile and Domestic Relations Court (101.20603) \$68,500 in Comprehensive Services Act for At-Risk Youth and Families (CSA) revenue (101.365400) to Work for Others (101.349720).

**EXPLANATION:** This is an accounting adjustment related to CSA revenue the Juvenile Domestic Relations Court receives for services provided by Argus House. Work for Others revenue is a negative intra county charge for services. This change does not impact the level of services provided by Argus House or the level of funds received from CSA. This is an accounting treatment change only to properly align CSA revenues with services provided.

- L. RECOMMENDATION:** Appropriate \$165,310 from the Virginia Department of Fire Programs (101.364300) to the Fire Department (101.34301) for training.

**EXPLANATION:** The Fire Department includes Fire Programs grant funding in the base budget each year. This \$165,310 is in addition to the \$499,416 already included in the FY 2013 budget. Fire Programs grant funds are to be used solely for fire service purposes to pay for training, fire-fighting equipment, protective clothing and prevention. These additional funds will be used for training.

- M. RECOMMENDATION:** Reallocate \$54,146 and 1.0 FTE from the Office of Emergency Management (101.32030) to the Department of Technology Services (101.13301).

**EXPLANATION:** One FTE and the associated budget for the position are being reallocated from the Office of Emergency Management to the Department of Technology Services to establish a Public Safety IT Manager.

- N. RECOMMENDATION:** Reallocate 1.0 FTE from the Print Shop (611.43230) to the Department of Technology Services (101.13011).

**EXPLANATION:** One FTE is being reallocated from the Print Shop to the Department of Technology Services to establish an Enterprise Records Management Officer.

- O. RECOMMENDATION:** Appropriate \$33,313 from Virginia Department of Environmental Quality (DEQ) State Litter Prevention and Recycling grant funds (101.364903) to the Department of Environmental Services (101.44020) to support litter prevention and recycling programs.

**EXPLANATION:** DEQ provides annual non-competitive State Litter Prevention and Recycling Grants to support local programs. Grants are funded by a tax on the distribution of beverage containers and distributed based on a formula that includes road mileage and population. The grant will be used in support of Arlingtonians for a Clean Environment and other litter prevention and recycling efforts such as the purchase of litter collection and recycling containers and the preparation and distribution of education and outreach materials.

- P. RECOMMENDATION:** Increase the FY 2013 Rosslyn Business Improvement District Fund (204) appropriation by \$3,038 with funds from FY 2012 unreserved fund balance.

**EXPLANATION:** The Rosslyn Business Improvement District fund has fund balance in excess of those required by agreement (5%). The appropriated funds will be held in a contingent account within the BID fund to address unanticipated program or administrative expenses.

- Q. RECOMMENDATION:** Reallocate \$500,000 from the FY 2012 Moderate Income Purchase Assistance Program (MIPAP) within the Community Development Fund (206.371800) to Non-Departmental (101.91102) for administration of this program.

**EXPLANATION:** The County Board reallocated \$500,000 of economic stabilization funding for the MIPAP program on April 21, 2012. This funding was appropriated to the Community Development Fund and is being carried over as a normal part of close-out. Reallocating this funding from the CD Fund to Non-Departmental will separate these funds from federal grant funds and allow for better administration of the program. Use of this MIPAP funding will retain the original priority of providing first-time homebuyer loan assistance to known vested tenants of Buckingham Village 3 and other Buckingham neighborhood households.

- R. RECOMMENDATION:** Establish a revolving loan fund within the Community Development Fund for CDBG-funded MIPAP activities. Allocate \$500,000 from CDBG program income funds (206.371800) to this MIPAP revolving loan fund (206.72405).

**EXPLANATION:** This additional funding for MIPAP is consistent with the strategy for this program discussed with the County Board in March 2012. Revolving loan funds will be held in an interest bearing account in line with HUD regulations.

- S. RECOMMENDATION:** Establish a revolving loan fund within the Community Development Fund for CDBG-funded single family activities. Allocate \$144,000 from CDBG program income funds (206.371800) and \$156,000 unspent FY 2012 CDBG entitlement grant funds (206.271800) to this single family revolving loan fund (206.72405).

**EXPLANATION:** Programs funded from this single family revolving loan fund will include owner-occupied rehabilitation, buyback of affordable dwelling units by nonprofit developers, rehabilitation and accessibility modifications/retrofits for owner-occupied units, and energy efficiency and water consumption retrofits of owner-occupied units. Revolving loan funds will be held in an interest bearing account in line with HUD regulations.

- T. RECOMMENDATION:** Appropriate \$483,070 in revenue and \$405,100 in expense to the Department of Parks and Recreation (101.88700) and transfer \$36,547 from the Sports Trust and Agency Account to Department of Parks and Recreation (101.88700).

**EXPLANATION:** This appropriation realigns the DPR Sports Program budget to be in line with actuals. There is no net tax support to the program.

- U. RECOMMENDATION:** Reallocate one FTE and \$125,000 in NIMS grant revenue from the Office of Emergency Management (101.32020) to the Fire Department (101.34301).

**EXPLANATION:** One FTE and the associated budget and revenue for the position are being reallocated from the Office of Emergency Management. To facilitate assignment rotations for uniformed staff, it was determined that the grant-funded National Incident Management System (NIMS) Coordinator position should be moved to the Fire Department. The position is being moved with the understanding that the number of uniformed staff will be reduced by 1.0 FTE in the Fire Department should the grant funding for the position end.

- V. RECOMMENDATION:** Appropriate \$7,736 from the Virginia Department of Motor Vehicles (101.364900) to the Sheriff's Office (101.22101) to support selective speed enforcement.

**EXPLANATION:** The Virginia Department of Motor Vehicles has awarded Highway Safety Grant funds in the amount of \$7,736 to the Sheriff's Office to support the implementation of highway safety projects. The County is required to provide a match of \$3,868 in fuel and vehicle maintenance. The County's share will be covered with existing FY 2013 budgeted funds. The grant funds will be used for overtime hours for Click it or Ticket Mobilization, and for DMV approved traffic safety training for officers.

**W. RECOMMENDATION:** Appropriate \$80,000 grant from the National Fish and Wildlife Foundation (321.374900) to Environmental Services for the StormwaterWise Landscapes program (321.47211).

**EXPLANATION:** This is a grant that DES is receiving to support the StormwaterWise Landscapes program. This program is an incentive program in partnership with Arlingtonians for a Clean Environment to encourage homeowners to reduce runoff and prevent stormwater pollution. The grant funds will be used to support the program for FY 2013 and to possibly increase the incentives available through the program. This program helps DES meet regulatory requirements for the County's stormwater program.

**X. RECOMMENDATION:** Appropriate \$79,199 in ongoing FY 2013 funds from the Virginia Department of Behavioral Health and Developmental Services (101.364501) to the Department of Human Services (101.52152) for the consumer-run recovery programs

**EXPLANATION:** The Virginia Department of Behavioral Health and Developmental Services awarded \$79,199 in ongoing funds for service augmentation.

**Y. RECOMMENDATION:** Appropriate \$6,700 in one-time FY 2013 funds from the Virginia Department of Behavioral Health and Developmental Services through Fairfax-Falls Church CSB, acting as fiscal agent (101.364501) to the Department of Human Services (101.52152) for the consumer-run recovery programs

**EXPLANATION:** The Virginia Department of Behavioral Health and Developmental Services awarded \$6,700 in one-time funds for equipment purchases to be used for recovery-focused projects run by Arlington DHS-CSB consumers.

**Z. RECOMMENDATION:** Appropriate \$112,833 in one-time FY 2013 funds from the Virginia Department of Behavioral Health and Developmental Services through Fairfax-Falls Church CSB, acting as fiscal agent (101.364524) to the Department of Human Services (101.52134) for the Regional Discharge Assistance Project.

**EXPLANATION:** Regional Discharge Assistance Project Funds from the CSB Management group distributes funds to cover community placements for people who are discharged from state psychiatric hospitals. FY 2013 Regional Discharge Assistance Project funding awarded is \$112,833.

**AA. RECOMMENDATION:** Appropriate \$6,000 in one-time FY 2013 funds from the Virginia Department of Behavioral Health and Developmental Services through Fairfax-Falls Church CSB, acting as fiscal agent (101.364501) to the Department of Human Services (101.53310) for the Regional Older Adult Facilities Mental Health Support Team (RAFT).

**EXPLANATION:** The Virginia Department of Behavioral Health and Developmental Services awarded \$6,000 to support additional evidence-based assessment tools for working with RAFT mental health clients and to identify training modules to sensitize non-mental health staff on the issues related to working with older adults with mental health issues.

- BB. RECOMMENDATION:** Appropriate a total of \$63,069 for Virginia Department of Aging and Rehabilitative Services. Appropriate \$11,202 from the Virginia Department of Aging and Rehabilitative Services (101.53104) (DARS) to the Department of Human Services (101.372500). Appropriate \$37,849 from the Virginia Department of Aging and Rehabilitative Services (101.53812) (DARS) to the Department of Human Services (101.372500). Appropriate \$14,018 from the Virginia Department of Aging and Rehabilitative Services (101.88851) (DARS) to the Department of Parks and Recreation (101.372500).

**EXPLANATION:** The Virginia Department of Aging and Rehabilitative Services (DARS). DARS notified the twenty-five Virginia area agencies on aging of the amount of funding that is available for federal FY 2013. Arlington's share of the funding increased because of our increase in the share of the older population (60 and over) whose income is below the poverty guideline. Statewide the older population in poverty dropped by 21%, while Arlington's older population in poverty increased by 18%. Funds in the amount of \$11,202 will provide home delivered meals, long-term care ombudsman services and transportation services for DARS programs. The \$37,849 will provide personal care/homemaker services. The final appropriation of \$14,018 will go towards the congregate meal program.

- CC. RECOMMENDATION:** Appropriate a \$5,000 grant from American Forests (101.350901) to the Department of Parks and Recreation (101.83023) for tree planting.

**EXPLANATION:** American Forests has awarded a \$5,000 grant to the Department of Parks and Recreation as a part of its Global ReLeaf program. This reimbursable grant will fund the planting of 25 to 33 trees in the Bluemont Junction Trail area.

- DD. RECOMMENDATION:** Appropriate \$567,748 in grant revenues (101.346004.41150) to the Department of Environmental Services (101.456000.41150) for Arlington County Commuter Services (ACCS).

**EXPLANATION:** These grants were awarded by various agencies for the Arlington County Commuter Services programs. These grant applications were authorized by the Board at its February 11, 2012 meeting. The funds awarded are in excess of the amounts already appropriated in the FY 2013 budget.

These additional funds include:

- \$240,000 Transportation Management Program (TMP) project grant from DRPT for a TDM Marketing to the Hispanic Community program
- \$400,000 Demonstration project grant from DRPT for a Transit Tech Initiative

- \$80,500 Transportation Control Measure (TCM) Employer Services grant from the Virginia Department of Transportation (VDOT) for employer services provided by ACCS Arlington Transportation Partners.

The TDM/Rideshare grant revenues decrease from the budgeted amount since the award was less than anticipated and appropriated.

<b>FY</b>	<b>Grant</b>	<b>County Board Appropriated ACCS Spending</b>	<b>Grants Amount Awarded</b>	<b>Difference to be Appropriated by County Board</b>
2013	TMP	\$0	\$240,000	\$240,000
2013	Rideshare	\$700,000	\$612,248	-\$87,752
2013	TCM	\$65,000	\$80,500	\$15,500
2013	Demo	\$0	\$400,000	\$400,000
	<b>Total</b>	<b>\$765,000</b>	<b>\$1,332,748</b>	<b>\$567,748</b>

- EE. RECOMMENDATION:** Appropriate an additional \$320,000 in Urban Area Security Initiative (UASI), from the District of Columbia Homeland Security and Emergency Management Agency (794.374900), for continuation of the FY 2011 License Plate Recognition Program, to the Police Department (794.31202).

**EXPLANATION:** The LPR Program was originally approved by the County Board on 10/19/2011 as part of an FY 2011 UASI sub grant administered through DC HSEMA. The increase in the award amount by \$320,000 to \$1,415,000 is being funded through a reprogramming of other FY2011 UASI funds. This funding will continue to enhance the current capabilities of the National Capital Region (NCR) License Plate Recognition (LPR) Program and will be used exclusively for the purchase of additional mobile LPR's.

- FF. RECOMMENDATION:** Appropriate an additional \$173,632 from debt service savings held by the Bank of New York (Fund 791), Trustee for the eighth level of the Ballston Public Parking Garage (548.41171).

**EXPLANATION:** In FY 2010, the variable rate bonds used to finance the construction of the eighth level of the Ballston Public Parking Garage were converted to fixed rate bonds. This eliminated the need for a reserve held by the Bank of New York to cover potential fluctuations in debt service. Up to \$1 million of this savings has been designated for capital repairs to the eighth level of the Garage. This appropriation will cover the capital expenses incurred in FY 2012.

- GG. RECOMMENDATION:** Appropriate \$4,050,000 from Utilities Fund (503) fund balance to Pay-As-You-Go capital fund (519). In the Pay-As-You-Go capital fund (519), appropriate \$4,050,000 from an increased transfer from the Utilities Fund (503) to capital expenses for:

**Water Sewer Non-Expansion (519.43542)**

- \$550,000 Sewer Rehabilitation
- \$200,000 Sewer Main Replacement Program
- \$100,000 Trades Center Improvements

**Water Expansion (519.43543)**

- \$1,400,000 Minor Hill Yard Piping

**Sewer Expansion (519.43544)**

- \$500,000 Potomac Interceptor Phase II

**Water Pollution Control Plan Non-Expansion (519.43545)**

- \$500,000 WPCP Non-Expansion Capital
- \$600,000 Blue Plains Capital Improvements
- \$200,000 Activated Sludge Effluent Line

**EXPLANATION:** The Utilities Fund ended FY 2012 with a budgetary savings due to higher than anticipated water and sewer rate revenue, unanticipated bond premium revenue, and miscellaneous personnel and non-personnel savings across its bureaus. These one-time savings would be reallocated to fund water, sewer, and wastewater projects to be executed in FY 2013 – FY 2015.

The Large Diameter Sewer Rehabilitation program was included in the FY 2013 – FY 2022 Capital Improvement Plan (CIP). When estimates were developed for the three Four Mile Run Gravity Sewer projects chosen for FY 2013 execution, it was determined that an additional \$550,000 was needed to complete the work. The Sewer Main Replacement Program was also included in the FY 2013 – FY 2022 CIP, and an additional \$200,000 is needed to address near-term needs. The \$100,000 for Trades Center Improvements is the Utilities Fund's portion of an enhancement to a facility at that location.

Minor Hill Yard Piping (Water Expansion) and Potomac Interceptor Phase II (Sewer Expansion) were both included in the FY 2013 – FY 2022 CIP. The appropriations of fund balance for these two projects will allow the FY 2014 PAYG amount to be reduced a total of \$1.9 million.

Water Pollution Control Plant Non-Expansion Capital and Blue Plains Capital Improvements were included in the FY 2013 – FY 2022 CIP. An additional \$500,000 has been identified for tank rehabilitation, and updated cash flow projections for Blue Plains have identified that \$600,000 more is needed for the FY 2014 and FY 2015 payments to Fairfax County for wastewater treatment. The Activated Sludge Effluent Line project was included in the FY 2011 – FY 2016 CIP, and an additional \$200,000 will meet the balance of the funding need for this project, which is nearing completion.

**HH. RECOMMENDATION:** Appropriate \$920,000 from FY 2012 savings in the Utilities operating fund (503) to FY 2013 for the following items:

- \$300,000 Consulting support for the Water Sewer Streets Bureau
- \$250,000 Water valve inspection work

- \$250,000 Archive of sewer TV inspection videos and TV camera replacement
- \$120,000 Contracted project management for Customer Service / Asset Management System

**EXPLANATION:** The Utilities Fund ended FY 2012 with budgetary savings due to higher than anticipated water and sewer rate revenue, unanticipated bond premium revenue, lower than anticipated debt service, and miscellaneous personnel and non-personnel savings across its bureaus. These one-time savings would be reallocated to fund various Utilities expenses.

The \$300,000 appropriation for consulting support for the Water Sewer Streets Bureau (WSSB) would provide design, coordination, and other services to execute the recently adopted CIP, and also an analysis of warehouse operations. The \$250,000 for water valve inspection work would be used hire a contractor to inspect a portion of the valves in the County to determine what repair / replacement work needs to be done. The \$250,000 for archive of sewer TV inspection videos and TV camera replacement would be for an outside firm to organize the information and store it in a medium that enables easy retrieval. Also, the equipment used to record the condition of the pipes is in need of replacement.

The \$120,000 appropriation for a contractual project manager for the Customer Service / Asset Management System will meet the FY 2013 funding needs for this IT project. This project was included in the FY 2013 – FY 2022 CIP.

- II. RECOMMENDATION:** Appropriate \$67,460 from FY 2012 savings in the Utilities operating fund (503) to the Auto Fund (609.43124) for purchase of vehicles required for the operation of Utilities Fund activities.

**EXPLANATION:** The Utilities Fund requires two new vehicles in order to perform required functions. These are a large cargo van required by the Water, Sewer, and Streets Bureau for transporting equipment and collection of water samples at a cost of \$48,960, and a small van required by the Water Pollution Control Bureau for transporting equipment and maintenance of wastewater facilities, both at the plant and in the field, at a cost of \$18,500.

- JJ. RECOMMENDATION:** Appropriate \$183,557 in State Criminal Alien Assistance Program (SCAAP) funds from the U.S. Department of Justice (101.364900) to the Sheriff's Office (101.22301).

**EXPLANATION:** The State Criminal Alien Assistance Program is a yearly federal grant to help selected local jurisdictions. The grant funds received are for sentenced undocumented criminal aliens in the Detention Facility. These funds will be used to offset expenditures to purchase a variety of new and replacement equipment in the Detention Facility.

**KK. RECOMMENDATION:** Appropriate \$165,310 from the Virginia Department of Fire Programs (101.364300) to the Fire Department (101.34301) for equipment and protective clothing.

**EXPLANATION:** The Fire Department includes Fire Programs grant funding in the base budget each year. This \$165,310 is in addition to the \$499,416 already included in the FY 2013 budget. Fire Programs grant funds are to be used solely for fire service purposes to pay for training, firefighting equipment, protective clothing and prevention. These additional funds will be used for equipment and protective clothing.

**LL. RECOMMENDATION:** Appropriate \$76,842 from the Virginia Department of Health (101.364902) to the Fire Department (101.34301) for equipment.

**EXPLANATION:** The Fire Department includes Four-for-Life grant funding in the base budget each year. This \$76,842 is in addition to the \$76,000 already included in the FY 2013 budget. Four-for-Life grant funds are to be used solely for Emergency Medical Service purposes to pay for training, equipment and supplies. These additional funds will be used for equipment.

**MM. RECOMMENDATION:** Appropriate \$351,010 from the Virginia Department of Emergency Management (101.364900) to the Fire Department (101.34201) for Bomb Squad Sustainment and Operational Readiness.

**EXPLANATION:** This grant provides funding for two Open Vision Video X-Ray Systems, a new medium size platform robot and an ammunition and fireworks disposal trailer. The two Open Vision Video X-Ray Systems will allow the Bomb Squad to expand current capabilities to quickly assess suspicious items and take the appropriate mitigation actions. They will provide a real time visual of the suspicious item and its contents. This will reduce the amount of disruption to residents and businesses that are evacuated, reduce the time roads are closed and minimize the disruption to the airport when called to assist there. The new platform robot will replace a current robot which is outdated and can no longer obtain parts to repair. The new robot will greatly enhance our on scene procedures in allowing us to deploy two robots at the same time. The new robot will allow better access into residential and commercial buildings in Arlington and areas such as buses, metro train cars, aircraft and other areas where our current larger robot will not fit. This robot will be utilized in conjunction with our police SWAT team for hostage and barricade incidents and with our Hazardous Materials Response Team to deploy monitoring and detection devices on incidents involving WMD or industrial chemicals. At the current time the Bomb Squad does not have a safe and proper place to dispose of illegal consumer fireworks which are confiscated throughout the year. The department also receives many calls from homeowners and the police to assist in taking old ammunition that presents a hazard to firefighters if left in place in residential properties. The disposal trailer will allow us to safely dispose of these items in a timely maner within the confinds of the County.

**NN. RECOMMENDATION:** Close out the Environmental Planning (313.44001) Pay-As-You-Go (PAYG) account and appropriate \$1,227,686 of the remaining funds to the Stormwater Management Fund (321.47223.437405).

**EXPLANATION:** The remaining funds in Environmental Planning PAYG (313.44001) are State and Tribal Assistance Grants (STAG) and matching funds for the Four Mile Run Project and should be transferred to the Stormwater Management Fund (321.437405) where it has been programmed as part of the adopted FY 2013 – FY 2022 Capital Improvement Plan (CIP).

**OO. RECOMMENDATION:** Appropriate \$2,474,895 from the Parks and Recreation (DPR) North Tract Trust and Agency Account (799.91279.60X2) and \$1,267,390 from the DPR Long Bridge Park (LBP) Environmental Trust and Agency Account (799.91279.60K4) to the General Capital Fund for Parks and Recreation PAYG (313.80001) related to Long Bridge Park capital costs.

**EXPLANATION:** Funds from the North Tract trust and agency accounts (60X2) were contributions from Marymount University (\$1,166,000) for field construction and related improvements at Long Bridge Park and payments from North Tract Loft Apartments required for site plan and subsequent easement and license fees (\$1,308,895) related to engineering, development and construction costs to connect the Loft Apartments to Long Bridge Park. The \$1,267,390 from the LBP Environmental trust and agency account (60K4) were funds required at closing by Commonwealth Atlantic-Arlington, Inc. for additional environmental remediation related costs at the site. These funds, totaling \$3,742,285 can be transferred to the General Capital PAYG account as reimbursement for County costs for construction and development costs at Long Bridge Park. These funds have already been factored in the formulation of the overall Long Bridge Park project budget.

**PP. RECOMMENDATION:** Appropriate a \$500 grant from the Virginia Department of Environmental Quality (321.364900) to Environmental Services for the Volunteer Stream Monitoring program (321.47211).

**EXPLANATION:** This is a grant that DES is receiving to support the Volunteer Stream Monitoring Program. This program trains volunteers to assist with collecting water quality data, which is used in support of the County's stormwater program and to meet the requirements of the County's stormwater MS4 permit. The grant funds will be used to support the program for 2013 and will be used to purchase water testing supplies for the volunteers.

**QQ. RECOMMENDATION:** Reallocate \$71,489 from the Office of Emergency Management (101.32020) to the Fire Department (101.34301) to partially fund the Fire Department's over strength position assigned to the ECC.

**EXPLANATION:** This funding is being reallocated from the Office of Emergency Management to the Fire Department to partially fund a Fire over strength position assigned to the Emergency Communications Center (ECC). The over strength position will assist in assessment of ECC operations and provide recommendations to management.

**RR. RECOMMENDATION:** Reallocate \$71,489 from the Office of Emergency Management (101.32020) to the Police Department (101.31101) to partially fund the Police Department's over strength position assigned to the ECC.

**EXPLANATION:** This funding is being reallocated from the Office of Emergency Management to the Police Department to partially fund a Police over strength position assigned to the Emergency Communications Center (ECC). The over strength position will assist in assessment of ECC operations and provide recommendations to management.

FY 2012 GENERAL FUND SUMMARY - EXPENDITURES, ENCUMBRANCES & REVISED APPROPRIATION

GENERAL FUND OPERATING (101)	REVISED		EXPENDITURES		EXPENDITURES (OVER)/UNDER		ENCUMBRANCES		FINAL	
	APPROPRIATION	EXPENDITURES	APPROPRIATION	EXPENDITURES	REVISSED	ENCUMBRANCES (POs)	APPROPRIATION	ENCUMBRANCES	APPROPRIATION	APPROPRIATION
County Board	1,050,372	1,012,807	37,565	-	1,012,807	-	1,012,807	-	1,012,807	-
County Manager	5,000,792	4,946,572	54,220	-	4,946,572	-	4,946,572	-	4,946,572	-
Management and Finance	6,201,773	5,810,052	391,721	-	5,810,052	-	5,810,052	-	5,810,052	-
Human Resources	7,659,855	7,383,972	275,883	-	7,383,972	-	7,383,972	-	7,383,972	-
Technology Services	16,461,394	16,203,671	257,723	-	16,203,671	-	16,203,671	-	16,203,671	-
County Attorney	2,396,871	2,306,055	90,816	-	2,306,055	-	2,306,055	-	2,306,055	-
Circuit Court	3,553,689	3,124,406	429,283	-	3,124,406	171,861	3,296,267	-	3,296,267	-
General District Court	246,007	197,640	48,367	-	197,640	-	197,640	-	197,640	-
Juvenile & Domestic Relations Court	5,612,715	5,448,998	163,717	-	5,448,998	-	5,448,998	-	5,448,998	-
Commonwealth Attorney	3,910,325	3,809,084	101,241	-	3,809,084	-	3,809,084	-	3,809,084	-
Office of the Magistrate	70,561	54,042	16,519	-	54,042	-	54,042	-	54,042	-
Sheriff	36,312,638	36,147,859	164,779	-	36,147,859	-	36,147,859	-	36,147,859	-
Commissioner of Revenue	5,040,635	5,085,299	(44,664)	-	5,085,299	-	5,085,299	-	5,085,299	-
Treasurer	5,760,282	5,942,745	(182,463)	-	5,942,745	-	5,942,745	-	5,942,745	-
Electoral Board	1,202,935	1,164,003	38,932	-	1,164,003	-	1,164,003	-	1,164,003	-
Police	61,701,120	58,157,730	3,543,390	-	58,157,730	-	58,157,730	-	58,157,730	-
Office of Emergency Management	11,502,183	10,385,946	1,116,237	-	10,385,946	-	10,385,946	-	10,385,946	-
Fire	50,971,937	50,812,578	159,359	-	50,812,578	-	50,812,578	-	50,812,578	-
Environmental Services	78,019,198	75,750,178	2,269,020	-	75,750,178	-	75,750,178	-	75,750,178	-
Human Services	119,320,425	115,347,313	3,973,112	-	115,347,313	-	115,347,313	-	115,347,313	-
Libraries	11,905,931	11,888,751	17,180	-	11,888,751	-	11,888,751	-	11,888,751	-
Economic Development	9,564,412	9,577,190	(12,778)	-	9,577,190	-	9,577,190	-	9,577,190	-
Community Planning, Housing & Development	10,152,093	9,174,411	977,682	-	9,174,411	-	9,174,411	-	9,174,411	-
Parks and Recreation	30,901,945	31,634,930	(732,985)	-	31,634,930	-	31,634,930	-	31,634,930	-
<b>Subtotal, Operating Departments</b>	<b>484,520,088</b>	<b>471,366,232</b>	<b>13,153,856</b>	-	<b>471,366,232</b>	<b>171,861</b>	<b>471,538,093</b>	-	<b>471,538,093</b>	-
Non-Departmental	97,239,664	68,629,087	28,610,577	-	68,629,087	-	68,629,087	-	68,629,087	-
Debt Service	55,455,410	53,903,037	1,552,373	-	53,903,037	-	53,903,037	-	53,903,037	-
Regionals	8,243,110	8,054,358	188,752	-	8,054,358	-	8,054,358	-	8,054,358	-
Metro	24,510,207	24,510,207	-	-	24,510,207	-	24,510,207	-	24,510,207	-
<b>Total General Government</b>	<b>669,968,479</b>	<b>626,462,920</b>	<b>43,505,559</b>	-	<b>626,462,920</b>	<b>171,861</b>	<b>626,634,781</b>	-	<b>626,634,781</b>	-
<b>GENERAL FUND TRANSFERS:</b>										
Travel and Tourism Promotion (202)	247,000	247,000	-	-	247,000	-	247,000	-	247,000	-
Automotive Equipment (609)	171,374	171,374	-	-	171,374	-	171,374	-	171,374	-
Printing (611)	155,421	155,421	-	-	155,421	-	155,421	-	155,421	-
General Capital Projects (313)	28,980,839	28,980,839	-	-	28,980,839	-	28,980,839	-	28,980,839	-
Schools Operating (880)	401,943,700	292,252,469	109,691,231	-	292,252,469	-	292,252,469	-	292,252,469	-
School Cafeteria (881)	-	-	-	-	-	-	-	-	-	-
Schools Community Activities (882)	-	5,141,851	(5,141,851)	-	5,141,851	-	5,141,851	-	5,141,851	-
Schools Construction (886)	-	7,338,581	(7,338,581)	-	7,338,581	-	7,338,581	-	7,338,581	-
Schools Debt Service Fund (888)	-	33,392,762	(33,392,762)	-	33,392,762	-	33,392,762	-	33,392,762	-
Schools Comprehensive Services Act Fund (889)	-	1,575,723	(1,575,723)	-	1,575,723	-	1,575,723	-	1,575,723	-
<b>Total Interfund Transfers</b>	<b>431,498,334</b>	<b>369,256,020</b>	<b>62,242,314</b>	-	<b>369,256,020</b>	-	<b>369,256,020</b>	-	<b>369,256,020</b>	-
<b>Total General Fund Exp and Interfund Transfers</b>	<b>1,101,466,813</b>	<b>995,718,940</b>	<b>105,747,873</b>	-	<b>995,718,940</b>	<b>171,861</b>	<b>995,890,801</b>	-	<b>995,890,801</b>	-

## Other County Funds Summary

The table on the following page (Attachment 2B) indicates the budget and actual expenditures in FY 2012 for each of the non-General Fund, non-capital other operating funds.

Most other County funds were within budget, with three exceptions.

The Section 8 Fund's revenues and expenditures were \$817,020 over budget due to higher than expected housing assistance payments. These housing assistance payments are fully funded by the Federal Department of Housing and Urban Development.

The Ballston Garage Fund for the Eighth Level exceeded budget by \$160,515 due to capital expenses for engineering for repairing the eighth level slab. These capital expenses, in the amount of \$172,632, have been offset by a drawdown from the trustee, Bank of New York, in the same amount. In FY 2010, the variable rate bonds used to finance the construction of the eighth level of the Ballston Public Parking Garage were converted to fixed rate bonds. This eliminated the need for a reserve held by the Bank of New York to cover potential fluctuations in debt service. Up to \$1 million of this savings has been designated for capital repairs to the eighth level of the Garage. The balance of the \$1 million will be used for future capital expenses on the eighth level. After offsetting the capital expenses, there was a savings of \$12,117 in operating expenses, which was attributable to a reduction in custodial costs.

The Printing Fund expenses were \$919,785 higher than budgeted due to a higher volume of printing services being provided to departments. The higher expenditures were completely offset by higher than budgeted revenue in the form of chargebacks to the departments for the services provided.

All other funds came in under budget. The following highlights other significant underexpenditures.

Utilities Fund - FY 2012 expenditures in the Utilities Fund were \$5.7 million less than budgeted. This was due to savings of \$3.0 million at the Water Pollution Control Plant for personnel, fuel, and chemicals, \$0.8 million in debt service savings, \$0.5 million in savings in the Water, Sewer, Streets Bureau for personnel and contractual services, \$0.3 million in savings for the wholesale water purchase, and \$1.0 million less than anticipated primarily for overhead.

Ballston Garage Fund - The Ballston Garage Fund for Levels 1 – 7 ended FY 2012 with expenditures \$2.9 million less than budgeted. Revenues were \$0.83 million less than budgeted due to a delay in the implementation of a rate increase that was anticipated at the time the 2012 budget was developed. The net of the decreases in both expenditures and revenues was a fund balance increase of \$0.564 million. The lower than budgeted expenditures were due to delay of capital projects from FY 2012 into FY 2013 (\$2 million), debt service savings of approximately \$0.547 million due to low interest rates paid on the variable rate bond throughout the entire fiscal year, and reduced operating costs (\$0.4 million) due to improvements in fee collection systems and a decrease in costs for supplies.

CPHD Development Fund - The fund balance for the CPHD Development Fund increased by \$4.7 million in FY 2011. Revenues were \$16.6 million, \$3.4 million over budget due to higher revenue from permitting fees. Expenses were \$11.9 million, \$1.3 million under budget due to staff turnover, hiring lags, and the delayed start of the new County permitting system.

Automotive Equipment Fund – The fund balance for the Automotive Equipment Fund increases by \$0.085 million. FY 2012 expenditures of \$24.7 million were below budget by \$0.48 million primarily due to manufacturing and purchasing delays for replacement vehicles and equipment; these purchases are now planned to occur in FY 2013.

**FY 2012 OTHER OPERATING FUNDS - EXPENDITURES/TRANSFERS, ENCUMBRANCES & REVISED APPROPRIATION**

	REVISED APPROPRIATION	EXPENDITURES/ TRANSFERS	PO ENCUMBRANCES	FINAL APPROPRIATION
TRAVEL, TOUR AND PROMO FUND (202)	1,022,890	862,155	-	862,155
BALLSTON BUSINESS IMPROVEMENT DISTRICT (203)	1,241,759	1,210,643	-	1,210,643
ROSSLYN BUSINESS IMPROVEMENT DISTRICT (204)	3,231,425	3,210,181	-	3,210,181
CRYSTAL CITY BUSINESS IMPROVEMENT DIST. (205)	2,354,450	2,294,733	-	2,294,733
COMMUNITY DEVELOPMENT FUND (206)	7,088,137	1,936,690	-	1,936,690
SECTION 8 (208)	16,921,440	17,738,460	-	17,738,460
UTILITIES OPERATING FUND (503)	104,138,941	98,633,672	9,830	98,643,502
BALLSTON GARAGE (540)	7,022,485	3,052,318	53,216	3,105,534
BALLSTON GARAGE - 8th LEVEL (548)	165,641	224,127	106,144	330,271
CPHD DEVELOPMENT FUND (570)	13,238,000	11,902,253	-	11,902,253
AUTOMOTIVE EQUIPMENT FUND (609)	25,157,513	24,677,817	-	24,677,817
PRINTING (611)	1,516,192	2,435,977	-	2,435,977
URBAN AREA SECURITY INITIATIVE (794)	7,754,150	3,132,916	-	3,132,916
TOTAL OTHER FUNDS	190,853,023	171,311,943	169,190	171,481,134

**ATTACHMENT 2B**

## Capital Funds Summary

The table on the following page (Attachment 2C) indicates the budget and actual expenditures in FY 2012 for each of the capital funds.

### Facilities Design, Construction and Maintenance Capital Balances

Facilities work completed in FY 2012 include the construction of fire station 3, roof replacement at Fairlington Community Center and Central Library, interior renovation at Aurora Hills, renovation of Westover Library, Lubber Run Amphitheatre, generator replacement at Courthouse Plaza, relocation of Network Operations at Trades Center, washer and dryer replacement in the Detention Center, various ADA remediation work and a host of maintenance capital projects at various facilities.

Sources of funding for Facilities capital projects include the Government Facility Bond, Fire Station Bond, Library Bond, Industrial Development Authority Bond and Pay-As-You-Go funding. Combined balances from these funding sources that are carried into FY 2013 total \$48.1 million. This balance of funds will be used to complete construction of a fire training academy (February 2013), Arlington Mill Community Center (September 2013), year-round shelter and office space (summer 2014), ongoing maintenance capital projects, ADA assessments and remediation work, critical system infrastructure upgrades, Courthouse Square planning, trade center parking structure and various other government and public facility capital projects.

### Parks and Recreation Capital

Parks capital projects completed in FY 2012 include the Thomas Jefferson diamond field renovation, irrigation and lighting, Utah park lighting and irrigation, Westover park community field replacement and Virginia Highlands park synthetic turf replacement.

Sources of funding for Parks capital projects include the Parks Bond, Industrial Development Authority bonds and Pay-As-You-Go funding. Combined balances from these funding sources that are carried into FY 2013 total \$28.6 million. This balance of funds completed a new synthetic diamond field at Barcroft park (fall 2012), the new Henry Wright park in Buckingham (October 2012), first phase of Penrose Square Plaza (November 2012) and will be used to complete Long Bridge Park phase II (spring 2013) and other parks such as James Hunter Park (spring 2013) and Mosaic park (winter 2013) and Rocky Run (end of 2013). Balances are also set aside for parks land acquisition and open space, synthetic and grass field renovations, and maintenance capital on the inventory of playgrounds, courts, lighting, benches and picnic shelters.

### Community Conservation

Capital projects in this group include Neighborhood Conservation and Commercial Revitalization. In FY 2012, capital projects completed include Butler Holmes park, Big Walnut park, Nauck park, numerous streetlight projects, street improvements as well as various neighborhood beautification projects. Community conservation funds help to supplement parks and recreation capital funds, and jointly accomplished projects such as

Penrose Square phase I and Nauck park. Sources of funding include Community Conservation bonds and PAYG funding. Combined balances from these funding sources that are carried into FY 2013 total \$13.9 million and will continue neighborhood and community improvements.

#### Technology and Equipment

This category includes enterprise-wide information technology, public safety and other department specific equipment and technologies, as well as a county-wide telecommunication infrastructure. Sources of funding include cable television revenue, PAYG funding and Industrial Development Authority bonds. Combined balances that are carried into FY 2013 total \$11.4 million.

#### Stormwater Management Fund

The Stormwater Management Fund ended FY 2012 with a balance of \$14.1 million to be appropriated into FY 2012 (attachment 2C). This balance will be used for on-going stormwater drainage improvement projects and environmental quality projects, including stream restoration and stormwater quality facilities, as well as projects identified in the Four Mile Run Restoration Master Plan. It will also provide funding for maintenance of stormwater infrastructure as identified in the County's adopted FY 2013 - FY 2022 Capital Improvement Plan. This funding will also support technical consulting services, staff, and operational expenses associated with the County's comprehensive stormwater management program that are required to comply with the County's Municipal Separate Storm Sewer System (MS4) permit. This program is mandated by State and federal regulations that are designed to protect and improve the quality of local streams, the Potomac River, and the Chesapeake Bay.

#### Transportation Capital

Sources of funding for Transportation capital projects include the Transportation Capital Fund, the Transportation Bond fund, and PAYG. Combined balances from these three funding sources that are carried into FY 2013 total \$99.9 million. Of these balances, \$61.1 million is encumbered for ongoing projects, and \$41.2 million reserved for specific projects.

In FY 2012, major accomplishments were the ongoing construction of the Rosslyn Metro Station access improvements, construction start of the two-way conversion of Crystal Drive, and completion of the environmental and alternatives analyses and public hearings for the Columbia Pike streetcar.

The balance of funding that is being carried into FY 2013 will be used for Pentagon City Multi-modal improvements, Columbia Pike streets between Wakefield and Four Mile Run, the second phase of fiber optic construction, and the completion of the Rosslyn Metro station access improvements. All of these projects are in construction phase. Also continuing into 2013 is the ART House light maintenance facility. The office space reconstruction is in progress, and the design phase of the CNG fueling facility and the bus was is underway.

### Utilities Capital

Sources of funding for Utilities capital projects include Water, Sewer, and Wastewater bond funds, and the Utilities Construction Fund. Combined balances from these funding sources that are carried into FY 2013 total \$78.8 million.

In FY 2012, major accomplishments were the ongoing construction of the Wet Weather Filtration Facility and the new maintenance building at the plant, ongoing construction of the Potomac Interceptor between Rosslyn and Columbia Pike, and ongoing installation of automated residential water meters.

The balances that are being carried into FY 2013 will be used to complete the installation of residential automated meters, the construction of the redundant water main on Williamsburg Boulevard, the design and construction of the Fort Barnard supply main, alignment studies for gravity transmission mains, and the second phase of the Potomac Interceptor project. The North Sycamore Street project is in preliminary engineering phase, several projects will be completed in FY 2013 at the Water Pollution Control Plant, and capital projects at the Blue Plains treatment plant will also be funded in FY 2013 from capital balances.

CAPITAL FUNDS  
EXPENDITURES FOR FISCAL YEAR ENDING JUNE 30, 2012

GENERAL CAPITAL PROGRAM (FUND 313)	REVISED APPROPRIATION	UNAPPROPRIATED REVENUES	FINAL APPROPRIATIONS	EXPENDITURES	PO ENCUMBRANCES	INCOMPLETE PROJECTS	TOTAL CARRYOVER
CABLE TV (13002)	2,443,142	1,036,486	3,479,628	1,193,605	113,846	2,172,177	2,286,023
DTS (13003, 13301)	5,725,096	-	5,725,096	2,721,548	210,799	2,792,749	3,003,548
JDR (20602)	26,458	-	26,458	-	-	26,458	26,458
PUBLIC SAFETY (31221)	1,435,230	-	1,435,230	1,378,927	-	56,303	56,303
DES - Transportation (43501 - 43528)	19,226,653	15,571,502	34,798,155	22,791,443	20,114,575	(8,107,863)	12,006,712
DES - Government Facilities (43563)	10,221,007	169,165	10,390,172	1,087,659	482,621	8,819,892	9,302,513
DES - Facilities Maintenance (43564)	6,291,811	-	6,291,811	1,966,964	112,566	4,212,281	4,324,847
DES - Environmental Planning (44001)	1,380,184	-	1,380,184	152,498	32,225	1,195,461	1,227,686
DES - Ballston Garage Eighth Level (41171)	3,200,000	-	3,200,000	-	-	3,200,000	3,200,000
DHS - Information Services Bureau (54105)	512,000	-	512,000	23,540	-	488,460	488,460
AED - Real Estate Development (71004)	1,072,481	-	1,072,481	6,288	-	1,066,193	1,066,193
CPHD - Columbia Pike (72106)	2,329,265	-	2,329,265	989,375	323,714	1,016,176	1,339,890
CPHD - Neighborhood Conservation (72301, 72304)	972,878	121	972,999	547,084	-	425,915	425,915
DPR (80001, 82002)	8,102,697	98,333	8,201,030	2,780,736	1,639,051	3,781,243	5,420,294
Regionals / Non-Department (91102-6)	24,583,848	135,000	24,718,848	2,156,963	-	22,561,885	22,561,885
<b>TOTAL GENERAL CAPITAL PROGRAM</b>	<b>87,522,750</b>	<b>17,010,607</b>	<b>104,533,357</b>	<b>37,796,630</b>	<b>23,029,397</b>	<b>43,707,330</b>	<b>66,736,727</b>

COUNTY BOND, IDA AND UTILITY FUND  
CAPITAL PROJECTS (FUND 314-340, 519-546)

	REVISED APPROPRIATION	UNAPPROPRIATED REVENUES	FINAL APPROPRIATIONS	EXPENDITURES	PO ENCUMBRANCES	INCOMPLETE PROJECTS	TOTAL CARRYOVER
STREET AND HIGHWAY (FUND 314)	22,169,785	-	22,169,785	5,122,549	971,680	16,075,556	17,047,236
COMMUNITY CONSERVATION (FUND 316)	12,842,817	-	12,842,817	3,676,009	1,308,753	7,858,055	9,166,808
CPHD	4,560,823	-	4,560,823	1,580,152	1,413,207	1,567,464	2,980,671
DES	17,403,640	-	17,403,640	5,256,161	2,721,960	9,425,519	12,147,479
GOVERNMENT FACILITY (FUND 317)	10,396,479	-	10,396,479	1,572,426	1,387,108	7,436,945	8,824,053
UTILITIES - CONSTRUCTION (FUND 519)	23,523,701	2,185,915	25,709,616	14,900,675	2,646,532	8,162,409	10,808,941
DES Water & Sewer Non-Expansion - 43542	17,215,099	6,181	17,221,280	999,542	3,167,671	13,054,067	16,221,738
DES Water Expansion - 43543	17,196,911	219,212	17,416,123	2,232,717	2,805,226	12,378,180	15,183,406
DES Sewer Expansion - 43544	4,129,803	3,522,932	7,652,735	2,497,139	18,097,943	(12,942,347)	5,155,596
DES WPCP Expansion - 43541	9,999,546	21,517	10,021,063	4,988,043	1,816,808	3,216,212	5,033,020
DES WPCP Non-Expansion - 43545	72,065,060	5,955,577	78,020,637	25,618,116	28,534,180	23,868,521	52,402,701
FUND 519 Total	20,228,823	310,448	20,539,271	6,427,132	1,198,099	12,914,040	14,112,139
STORMWATER MANAGEMENT FUND (FUND 321)	59,153,389	-	59,153,389	19,124,922	7,715,950	32,312,517	40,028,467
PARKS AND RECREATION (FUND 324)	4,081,486	-	4,081,486	1,017,187	3,064,299	-	3,064,299
FIRE STATION BOND (FUND 326)	680,328	-	680,328	330,292	-	350,036	350,036
LIBRARY BOND (FUND 329)	61,755,839	-	61,755,839	10,818,302	7,553,134	63,308,837	70,861,971
TRANSPORTATION CAPITAL FUND (FUND 331)	27,454,593	19,924,434	47,379,027	7,638,975	-	19,815,618	19,815,618
TRANSIT FACILITIES (FUND 333)	455,449	1,064,741	1,520,190	-	-	1,520,190	1,520,190
CRYSTAL CITY/POTOMAC YARD/PENTAGON CITY TIF (FUND 335)	8,103,458	-	8,103,458	2,467,435	2,205,162	3,430,861	5,636,023
IDA BONDS (FUND 340)	3,907,929	-	3,907,929	394,573	2,472,058	1,041,298	3,513,356
WATER DISTRIBUTION (FUND 525)	9,975,673	-	9,975,673	7,597,771	2,204,323	173,579	2,377,902
SANITARY SEWER BOND (FUND 528)	35,040,421	-	35,040,421	14,487,130	14,668,870	5,884,421	20,553,291
WASTE TREATMENT PLANT (FUND 530)	7,718,856	-	7,718,856	2,176,489	602,476	4,939,891	5,542,367
EMERGENCY COMMUNICATIONS CENTER (646)							
<b>TOTAL COUNTY BOND, IDA &amp; UTILITIES CAPITAL</b>	<b>360,591,208</b>	<b>27,255,380</b>	<b>387,846,588</b>	<b>110,049,460</b>	<b>75,299,299</b>	<b>202,497,829</b>	<b>277,797,128</b>

FOOTNOTES AND EXPLANATORY COMMENTS:

- (1) Revised appropriation is current year budget (Paygo) + carryover from previous fiscal year + supplemental appropriations (such as bond sale, interest earned, etc) during the year
  - (2) Unappropriated revenues recommendation included in close-out board report
  - (3) Incomplete projects is the total of the revised appropriation minus expenditures and encumbrances.
  - (4) Unappropriated revenues in Fund 313 (DES - Transportation (43501 - 43528)) include drawdowns from the Northern Virginia Transportation Commission of \$3,985,000 in October 2011 and \$1,297,041 in August 2012 (accrued to FY 2012), which are included in the \$15,571,502 being appropriated in the FY 2012 closeout.
  - (5) Unappropriated revenues in Fund 331 (Transportation Capital Fund) include drawdowns from the Northern Virginia Transportation Commission of \$11,912,530 in October 2011 and \$5,219,353 in August 2012 (accrued to FY 2012), which are included in the \$19,924,434 being appropriated in the FY 2012 closeout.
- Reference: Financial Reports Pre-Audit

## FY 2012 INCOMPLETE PROJECTS LIST

FUND / DEPARTMENT / PROJECT	<u>EXPENDITURES</u>	<u>REVENUES</u>	<u>NET CARRY</u>
<b>General Fund:</b>			
<b>County Manager's Office</b>			
USS Arlington Dedication	50,000	-	50,000
Project management of major Board initiatives	200,000	-	200,000
<b>subtotal</b>	<b>250,000</b>	<b>-</b>	<b>250,000</b>
<b>Human Resources</b>			
Health Insurance Consultant	100,000	-	100,000
Safety Program and Training	50,000	-	50,000
Civic Engagement	31,000	-	31,000
<b>subtotal</b>	<b>181,000</b>	<b>-</b>	<b>181,000</b>
<b>Department of Technology Services</b>			
Comcast Franchise Negotiations	95,000	-	95,000
Computer Associates - help desk software	80,000	-	80,000
Public Safety Technology Position (1.0 fte)	55,854	-	55,854
Enterprise Records Management Officer	130,625	-	130,625
License True-Ups & Contractual Increase	116,020	-	116,020
Systems Center Operations Manager (SCOM) - Implementation of data center monitoring software	25,000	-	25,000
System Center Configuration Manager (SCCM) Architect - security patching & software upgrades	144,000	-	144,000
Network Security Audits	50,000	-	50,000
County Internet Platform	145,000	-	145,000
<b>subtotal</b>	<b>841,499</b>	<b>-</b>	<b>841,499</b>
<b>Circuit Court</b>			
Project Management and Technical Consultant for Paperless System (to PAYG)	226,800	-	226,800
<b>subtotal</b>	<b>226,800</b>	<b>-</b>	<b>226,800</b>
<b>Juvenile &amp; Domestic Relations Court</b>			
Gang Task Force Grant - OAR Adult Reentry Program	17,129	17,129	-
Gang Task Force Grant - Curfew Enforcement (PACE)	6,338	6,338	-
<b>subtotal</b>	<b>23,467</b>	<b>23,467</b>	<b>-</b>
<b>Police Department</b>			
FY12 DMV Grant	9,981	9,981	-
FY09-11 JAG Grants	37,565	37,565	-
FY10 Buffer Zone	132,085	132,085	-
OEM Training Grant (EXTN)	20,074	20,074	-
<b>subtotal</b>	<b>199,705</b>	<b>199,705</b>	<b>-</b>
<b>OEM</b>			
LEMPG Annual Grant	23,000	23,000	-
Exercise & Training Grants	40,275	40,275	-
NIMS Grants	40,229	40,229	-
Planner Grant	6,884	6,884	-
Volunteer Mgmt Grant	4,252	4,252	-
MMRS/NVERS Grants	550,219	550,219	-
Citizen Corps	21,000	21,000	-
Verizon ECC Maintenance Contract	683,000	-	683,000
<b>subtotal</b>	<b>1,368,859</b>	<b>685,859</b>	<b>683,000</b>
<b>Fire Department</b>			
VDEM HAZMAT team grant	30,500	30,500	-
<b>subtotal</b>	<b>30,500</b>	<b>30,500</b>	<b>-</b>

FUND / DEPARTMENT / PROJECT	<u>EXPENDITURES</u>	<u>REVENUES</u>	<u>NET CARRY</u>
<b>Sheriff's Office</b>			
State Criminal Alien Assistance Program (SCAAP)	609,480	609,480	-
<b>subtotal</b>	<b>609,480</b>	<b>609,480</b>	<b>-</b>
<b>Department of Environmental Services</b>			
Electronic Plan Review	341,433	-	341,433
Snow Remeidation Materials	112,860	-	112,860
FY 2012 Equipment Order Delays	97,065	-	97,065
Paratransit Contractual Costs	40,000	-	40,000
Derecho Emergency Response & Associated Repairs	312,241	-	312,241
Critical Systems Infrastructure	499,267	-	499,267
FreshAire Carryover Balance	1,244,577	-	1,244,577
<b>subtotal</b>	<b>2,647,443</b>	<b>-</b>	<b>2,647,443</b>
<b>Department of Human Services</b>			
Vertical Village	6,999	-	6,999
Single Homeless Pilot for Housing Grants	24,794	-	24,794
Second Chance Early Intervention Program	5,417	-	5,417
Federal Drug Free Community Grant	39,563	39,563	-
Door Thru Door - Federal New Freedom Funds	192,890	192,890	-
Regional Older Adult Facilities Mental Health Support Program (RAFT)	140,624	140,624	-
Cherrydale Lease Funds	61,262	61,262	-
UASI 2011	96,150	96,150	-
PIE - Part C	129,367	129,367	-
Obesity Prevention Grant	50,000	50,000	-
Substance Abuse HIV	128,412	128,412	-
Substance Abuse Federal HIDTA	16,946	16,946	-
Substance Abuse Federal	6,937	6,937	-
Mental Health Magistrate	69,261	69,261	-
Mental Health NGR1	48,453	48,453	-
Mental Health Regional Pharmacy	23,760	23,760	-
Mental Health RDAP	71,474	71,474	-
Mental Health Crisis Stabilization	90,429	90,429	-
Mental Health Pharmacy	506,826	506,826	-
Regional Crisis Stabilization	5,071	5,071	-
DAP Client-Specific Funds	25,244	25,244	-
<b>subtotal</b>	<b>1,739,879</b>	<b>1,702,669</b>	<b>37,210</b>
<b>Department of Libraries</b>			
Library Materials	100,000	-	100,000
<b>subtotal</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>
<b>Economic Development</b>			
Black Box Theatre - Consultant Services	30,000	-	30,000
Legal Reciprocity - Carryover from FY 2012	14,328	-	14,328
<b>subtotal</b>	<b>44,328</b>	<b>-</b>	<b>44,328</b>
<b>Dept. of Community Planning, Housing &amp; Dev.</b>			
Community Services Block Grant (CSBG)	30,137	30,137	-
Economic Development Initiative Grant (EDI)	96,224	96,224	-
Rosslyn Sector Plan	410,000	-	410,000
Neighborhood Services Micro-Grants	68,261	-	68,261
Civil War Sesquicentennial	11,422	-	11,422
Nonprofit Capacity Building - Arlington Historical Society	30,000	-	30,000
Housing Needs Survey - Phase 1	150,000	-	150,000
<b>subtotal</b>	<b>796,044</b>	<b>126,361</b>	<b>669,683</b>

FUND / DEPARTMENT / PROJECT	<u>EXPENDITURES</u>	<u>REVENUES</u>	<u>NET CARRY</u>
<b>Dept. of Parks and Recreation</b>			
National Recreation and Park Association (NRPA) Grant -			
ACHIEVE grant	8,166	8,166	-
National Park Service's American Battlefield Protection Program -			
Preservation and Management Plan for Fort Ethan Allen	60,000	60,000	-
Run for Wetlands Grant (Barcroft invasives removal & wetland restoration)	10,497	10,497	-
Derecho Emergency Response	104,077	-	104,077
Development of Long Bridge Operating Plan	50,000	-	50,000
Records Management & RecTrac System Enhancements	100,000	-	100,000
<b>subtotal</b>	<b>332,740</b>	<b>78,663</b>	<b>254,077</b>
<b>Non-Departmental</b>			
Hurricane Sandy Storm Expenses	750,000	-	750,000
Contingent for Planning and Other Unforeseen Projects at FY 2013			
Budget Adoption	1,646,103	-	1,646,103
Dominion Power Pole Attachment Agreement	525,000	-	525,000
Inauguration Costs	250,000	-	250,000
Hispanic Committee	25,000	-	25,000
100 Homes	500,000	-	500,000
Four Mile Run	500,000	-	500,000
<b>subtotal</b>	<b>4,196,103</b>	<b>-</b>	<b>4,196,103</b>
<b>GENERAL FUND TOTAL</b>	<b>13,587,847</b>	<b>3,456,704</b>	<b>10,131,143</b>
<b>TRAVEL AND TOURISM FUND TOTAL</b>	<b>251,711</b>	<b>-</b>	<b>251,711</b>
<b>COMMUNITY DEVELOPMENT FUND TOTAL</b>	<b>1,875,749</b>	<b>1,875,749</b>	<b>-</b>
<b>Automotive Equipment Fund:</b>			
Vehicle replacements	1,821,000	-	1,821,000
Heavy Duty Equipment lifts	270,000	-	270,000
Software system upgrade	166,000	-	166,000
<b>AUTOMOTIVE EQUIPMENT FUND TOTAL</b>	<b>2,257,000</b>	<b>-</b>	<b>2,257,000</b>
<b>Urban Area Security Initiative Fund:</b>			
UASI 2011 Plate Readers	906,796	906,796	-
UASI 2009 Trailer Cont.	8,957	8,957	-
UASI Regional Self Contained Breathing Apparatus	67,827	67,827	-
UASI Regional Bomb Team Sustainment FY10 Grant	18,654	18,654	-
UASI Regional Patient Tracking Grant	151,327	151,327	-
UASI grant for regional computer aided dispatch exchange	1,765,004	1,765,004	-
Va. Dept of Emergency Mgmt funding for regional Interoperability Communications project	71,241	71,241	-
<b>URBAN AREA SECURITY INITIATIVE FUND TOTAL</b>	<b>2,989,806</b>	<b>2,989,806</b>	<b>-</b>
<b>TOTAL OTHER FUNDS:</b>	<b>7,374,266</b>	<b>4,865,555</b>	<b>2,508,711</b>
<b>GRAND TOTAL ALL FUNDS:</b>	<b>20,962,114</b>	<b>8,322,260</b>	<b>12,639,854</b>

**ARLINGTON COUNTY, VIRGINIA  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

Revenues	1,037,527,876	
Expenditures	1,006,823,358	
Excess of revenues and other financing sources over expenditures and transfers out		30,704,518
Fund Balance July 1, 2012		160,754,645
Fund Balance June 30, 2012		
<u>Restricted for:</u>		
Seized Assets	2,436,464	
<u>Committed to:</u>		
Self insurance Reserve	5,000,000	
Operating Reserve	50,240,906	
Subsequent Year's Budget (FY 2013)	10,488,080	
Affordable Housing Investment Fund (assigned to projects)	7,050,422	
Subsequent Years's Schools Budget	64,669,485	
FY 2012 Encumbrances	171,861	
Capital Projects	1,902,323	
<u>Assigned to:</u>		
Additional Funding to Operating Reserve	2,364,581	
Affordable Housing Investment Fund (unassigned to projects)	8,930,790	
Budget Stabilization & Safety Net Contingent	3,000,000	
Subsequent Year's Operating Budget (FY 2013)	12,565,023	
FreshAire Program	1,244,577	
Incomplete projects	2,416,189	
Subsequent Year's Capital Projects (FY 2013)	18,978,462	
Fund Balance June 30, 2012		<u><u>191,459,163</u></u>