



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of September 8, 2007**

**DATE:** August 10, 2007

**SUBJECT:** Request to consider proposed ordinance extending the term of the Rosslyn Business Improvement Service District and approval of the revised Service Agreement with the Rosslyn Business Improvement Corporation.

### **C. M. RECOMMENDATION:**

1. Adopt the Ordinance (Attachment #1) to extend the term of the Rosslyn Business Improvement Service District indefinitely or until terminated by the County Board.
2. Authorize the County Manager to execute the revised Services Agreement (Attachment #2) between the County and the Rosslyn Business Improvement Corporation.

**ISSUES:** None

**SUMMARY:** The Rosslyn Business Improvement Corporation (RBIC) has requested that the County extend the authorization of the Rosslyn Business Improvement District (RBID). Current authorization for the RBID expires June 30, 2008. The Ordinance reauthorization will extend the Rosslyn Business Improvement District until further action by the Board is taken.

Concurrent with this reauthorization is the approval of a revised Service Agreement between the County and the Rosslyn Business Improvement Corporation for the oversight of the Rosslyn Business Improvement Service District. The proposed Agreement will become effective upon adoption and continue until terminated by the parties or until the Board terminates the Service District.

**BACKGROUND:** At its December 7, 2002 meeting, the County Board adopted an ordinance creating the Rosslyn Business Improvement District to provide a range of services, events, and activities that enhance the public use and enjoyment of the Rosslyn area --- these services, events, and activities are in addition to those already provided by Arlington County government. Enhanced services provided include: 1) beautification, cleaning and maintenance; 2) community activities and events; 3) transportation, parking, pedestrian and safety programs; 4) marketing and promotion; and, 5) social programs.

County Manager: \_\_\_\_\_

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

Staff: Tom Newman (AED); Colleen Donnelly (DMF)

The current ordinance became effective July 1, 2003.

The RBID is funded from an additional real estate tax levy on commercial properties located within the Rosslyn Business Improvement District.

The Rosslyn Business Improvement Corporation (RBIC) is the County's non-profit partner that oversees the day-to-day operations of the RBID. In 2002, the RBIC and the County executed a Service Agreement which provides the RBIC with operational control of the Service District. The County remains the governing authority and provides financial and administrative oversight for RBIC operations.

**DISCUSSION:** The RBID has been in effect for five years, and its current authorization expires June 30, 2008. Over the last five years the RBID has provided a range of services and events in the district that have been beneficial to Rosslyn and the County as a whole.

After discussions, County staff and the RBIC are requesting that the District be extended in perpetuity at the discretion of the Board. The County and the RBIC are bound by a Services Agreement contract, which provides the County with the authority to approve or deny the annual work program, budget, and tax levy for the RBID. This agreement provides for further oversight of the RBID/RBIC via an annual audit requirement, access to inspect books and records, and annual year-end report to the County Manager of work activities and performance analysis. In addition to the annual review of the RBID service agreement, the County Manager will conduct an administrative review every five years to determine the future viability of the district.

Service District Information: The boundaries of and properties within the Rosslyn Business Improvement Service District are unchanged. It is bounded generally by Route 66 on the East, Key Bridge on the North, Pierce Street on the West, and 16<sup>th</sup> Road on the South. A map delineating the district is included as Exhibit A of the proposed ordinance reauthorizing the district. The affected properties are identified in Exhibit B.

Service Agreement Information: Language has been added which further clarifies administrative and financial provisions between the County and RBIC. Most notably, a provision has been added to implement a thorough administrative review of RBIC's operations, performance, and management by the County Manager every five years. This will enable the Manager to provide informed recommendations to the County Board regarding the future viability of the Service District. Language has been inserted or revised to provide clarification on such issues as drawdown of excess fund balance, County administration fee calculations, interest earned on fund balance, and notice required to terminate the Agreement.

**FISCAL IMPACT:** The County receives 1% of the service district's supplemental tax rate revenue to offset the costs of administering the Rosslyn Business Improvement District. These funds are included in the annual General Fund appropriation by the County Board.

## ATTACHMENT I

### ORDINANCE EXTENDING THE ROSSLYN BUSINESS IMPROVEMENT SERVICE DISTRICT

WHEREAS, pursuant to §15.2-2400 et seq. Va. Code Ann., the County Board is authorized to establish service districts for the purpose of providing additional, more complete or more timely governmental services than may be needed or desired in the remainder of the County; and

WHEREAS, based upon the request of, and a demonstration of support from property owners affected thereby, the County Board has determined a need exists to provide some, and potentially all of the services authorized by law through the establishment of a service district within the area of Arlington County known as Rosslyn, such service district to be called the Rosslyn Business Improvement Service District (the “Rosslyn BID”);

NOW, THEREFORE, be it ordained as follows:

1. The Rosslyn BID is hereby established, the boundaries of which shall be as depicted on the map attached hereto as Exhibit A, and shall encompass those parcels included on the list attached hereto as Exhibit B, which Exhibits are incorporated herein.

2. The Rosslyn BID is established for the purpose of providing additional, more complete and more timely governmental facilities and services including, but not limited to, economic development; business recruitment and retention; marketing; street and sidewalk cleaning; landscaping and beautification of public areas; visitor informational facilities and services; community outreach; social, entertainment and other events and activities; pedestrian and traffic improvements; public parking; signage; and transportation services serving the district, as well as such other and further activities as are provided by law for service districts, all to provide for the public health, safety and welfare.

3. The plan for providing facilities and services within the Rosslyn BID is either or both for the County Board to provide the services and facilities directly using County personnel

and contractors, and for the County Board to contract with a nonprofit corporation which shall be responsible for the provision of specific services and facilities with the Rosslyn BID, subject to management and oversight by the County Board pursuant to appropriate governing contracts, leases, and other documents.

4. The benefits to be expected from the creation of the Rosslyn BID and the provision of the aforesaid services and facilities within the Rosslyn BID include the preservation, and enhancement of the Rosslyn BID as a safe, secure, and attractive area in which businesses and the community generally can thrive through the provision of additional, more complete and more timely governmental services.

5. This Ordinance and the Rosslyn BID established hereby shall be effective upon adoption by the County Board and shall remain in effect until ~~June 30, 2008~~ terminated by the County Board .

# EXHIBIT A MAP OF THE ROSSLYN BUSINESS IMPROVEMENT SERVICE DISTRICT



**EXHIBIT B**  
**PARCELS IN THE ROSSLYN BUSINESS IMPROVEMENT SERVICE DISTRICT**

<b>RPC</b>	<b>Address</b>	<b>Owner (as of January 2007)</b>
16004001	1401 LEE HWY	FOWLER JOHN E EST ET AL
16004002	LEE HWY	ZINNAMON FMLY LP #2 ET AL
16004003	LEE HWY	FOWLER JOHN EDWARD MEM FD
16004004	LEE HWY	FOWLER JOHN EDWARD MEM FD
16004005	LEE HWY	ZINNAMON FMLY LP #2 ET AL
16004006	LEE HWY	FOWLER JOHN EDWARD MEM FD
16018007	1001 19th ST N	BFP POTOMAC TOWER CO LLC
16018008	19th ST N	WATERVIEW LP ET AL
16018009	N LYNN ST	1101 LEE HIGHWAY ASSOC LLC
16018010	1919 N LYNN ST	WATERVIEW OFFICE LP
16018011	1121 N 19th ST	WATERVIEW RESIDENTIAL LLC
16019005	1901 N MOORE ST	ROSSLYN BUILDING EAST
16020001	1901 FORT MYER DR	JBG/ROSSLYN GATEWAY SOUTH
16020002	1911 FORT MYER DR	JBG/ROSSLYN GATEWAY NORTH
16020006	N MOORE ST	JBG/ROSSLYN GATEWAY SOUTH
16022001	1850 FORT MYER DR	1881 ROSSLYN ASSOCIATES
16022003	20th ST N	BRAGG ELLEN ESTATE OF
16022004	1900 FORT MYER DR	ROSSLYN SYNDICATE LC
16032002	1625 WILSON BLVD	EMANCO LLC
16033001	1501 WILSON BLVD	ART PROPERTY ASSOCIATES
16033004	1515 WILSON BLVD	ART PROPERTY ASSOCIATES
16033007	1525 WILSON BLVD	GLENBOROUGH 1525 WILSON LLC
16033008	WILSON BLVD	FIFTEEN-FIFTY-FIVE WILSON
16033009	WILSON BLVD	FIFTEEN-FIFTY-FIVE WILSON
16033010	WILSON BLVD	FIFTEEN-FIFTY-FIVE WILSON
16033011	WILSON BLVD	FIFTEEN-FIFTY-FIVE WILSON
16033018	1555 WILSON BLVD	FIFTEEN-FIFTY-FIVE WILSON
16034001	1500 KEY BLVD	ARCHSTONE-SMITH OPERATING
16034002	1500 KEY BLVD	ARCHSTONE-SMITH OPERATING
16034031	1500 KEY BLVD	ARCHSTONE-SMITH OPERATING
16035001	1401 WILSON BLVD	OAK HILLS PROPERTY
16035002	1400 KEY BLVD	NASH STREET PROPERTY
16036002	1820 FORT MYER DR	AMES CENTER L C
16036004	1830 FORT MYER DR	ARLINGTON TEMPLE UNITED
16036005	1325 WILSON BLVD	SNELL CONSTRUCTION
16037001	1700 N MOORE ST	ROSSLYN CENTER ASSOCIATES
16037004	1815 FORT MYER DR	TH ROSSLYN HOLDINGS LLC
16037007	N MOORE ST	ROSSLYN CENTER ASSOCIATES

<b>RPC</b>	<b>Address</b>	<b>Owner (as of January 2007)</b>
16037008	N MOORE ST	ROSSLYN CENTER ASSOCIATES
16038001	1213 WILSON BLVD	SARRIS RESTAURANT INC
16038003	1730 N LYNN ST	1730 NORTH LYNN ST LP
16038004	N LYNN ST	ROSSLYN CENTER ASSOCIATES
16038005	1801 N MOORE ST	CENTRAL PLACE LLC
16038006	N MOORE ST	CENTRAL PLACE LLC
16038008	1823 N MOORE ST	FRANCHISE RLTY INTRST CORP
16038009	N LYNN ST	CENTRAL PLACE LLC
16038010	N LYNN ST	CENTRAL PLACE LLC
16038011	N LYNN ST	FRANCHISE RLTY INTRST CORP
16038012	N LYNN ST	CENTRAL PLACE LLC
16038013	N LYNN ST	CENTRAL PLACE LLC
16039002	1101 WILSON BLVD	ARLAND TOWERS 1101 LLC
16039003	N KENT ST	ARLAND TOWERS 1101 LLC
16039005	1801 N LYNN ST	PPF OFF 1801 N LYNN ST LLC
16039006	1800 N KENT ST	WILSON PLAZA EAST LLC
16039008	N KENT ST	BARTON ROSALIND C ET AL
16039010	N KENT ST	GENEVA ASSOCIATES LTD PT
16039011	1777 N KENT ST	GENEVA ASSOCIATES LTD PT
16039012	19th ST N	GENEVA ASSOCIATES LTD PT
16039018	1735 N LYNN ST	1735 NORTH LYNN ST ASSOC LLC
16039019	N LYNN ST	BARTON ROSALIND C ET AL
16039021	1700 N KENT ST	ARLAND TOWERS 1101 LLC
16039023	N LYNN ST	BARTON ROSALIND C ET AL
16039025	N KENT ST	GENEVA ASSOCIATES LTD PT
16039030	N KENT ST	BARTON ROSALIND C
16039031	N KENT ST	BARTON ROSALIND C
16039033	1601 N KENT ST	PARIS ASSOC LP
16039034	N KENT ST	PARIS ASSOC LP
16039035	1611 N KENT ST	PARIS ASSOC LP
16039036	1621 N KENT ST	PARIS ASSOC LP
17001010	1100 WILSON BLVD	ARLAND TWIN TOWERS II LLC
17001011	1000 WILSON BLVD	ARLAND TWIN TOWERS LLC
17002002	17th ST N	BP-1300 NORTH SEVENTEENTH
17002004	1655 FORT MYER DR	1655 N FORT MYER LP
17002005	1701 FORT MYER DR	LYNN ESTATES PROPERTY
17002007	1200 WILSON BLVD	1200 PROPERTY ASSOCIATES
17002015	FAIRFAX DR	BP-1616 NORTH FT MYER
17003023	N OAK ST	ROSSLYN HOTEL ASSOCIATES
17003024	N OAK ST	ROSSLYN HOTEL ASSOCIATES
17003025	1635 N OAK ST	ROSSLYN HOTEL ASSOCIATES
17003029	1400 WILSON BLVD	GPI/BUCHANAN WILSON
17003030	1300 WILSON BLVD	COMMONWEALTH TOWER LP
17003031	17th ST N	BP-1300 NORTH SEVENTEENTH

<b>RPC</b>	<b>Address</b>	<b>Owner (as of January 2007)</b>
17003032	1300 17th ST N	BP-1300 NORTH SEVENTEENTH
17003033	1616 FORT MYER DR	BP-1616 NORTH FT MYER
17004007	1533 CLARENDON BLVD	HPTCY CORPORATION
17004008	1537 CLARENDON BLVD	HPTCY CORPORATION
17004009	1541 CLARENDON BLVD	HPTCY CORPORATION
17004010	1545 CLARENDON BLVD	HPTCY CORPORATION
17004011	1549 CLARENDON BLVD	TRIZECHAHN REGIONAL POOLING LLC
17004012	1553 CLARENDON BLVD	TRIZECHAHN REGIONAL POOLING LLC
17004013	CLARENDON BLVD	TRIZECHAHN REGIONAL POOLING LLC
17004014	1560 WILSON BLVD	TRIZECHAHN REGIONAL POOLING LLC
17004015	1550 WILSON BLVD	TRIZECHAHN REGIONAL POOLING LLC
17004016	1550 WILSON BLVD	TRIZECHAHN REGIONAL POOLING LLC
17004020	1500 WILSON BLVD	1500 WILSON ONE LLC ET AL
17004021	1500 CLARENDON BLVD	1500 WILSON ONE LLC ET AL
17004022	1530 WILSON BLVD	GATEWAY MONTEREY INC
17006001	1550 CLARENDON BLVD	ARCHSTONE-SMITH
17006002	16th RD N	ARCHSTONE-SMITH
17006003	1558 CLARENDON BLVD	ARCHSTONE-SMITH
17006004	1550 CLARENDON BLVD	ARCHSTONE-SMITH
17006005	1542 CLARENDON BLVD	ARCHSTONE-SMITH
17006006	CLARENDON BLVD	ARCHSTONE-SMITH
17006007	1555 16th RD N	ARCHSTONE-SMITH
17010023	1712 WILSON BLVD	CONTIS GEORGE
17010035	1701 CLARENDON BLVD	AMERICA CHIROPRACTIC
17010037	1650 WILSON BLVD	WRIT LIMITED PARTNERSHIP

**Public Service Corporations Included in District**

Non-RPC Real Property	APC PCS, LLC American Personal Communications
Non-RPC Real Property	New Cingular Wireless PCS
Non-RPC Real Property	Nextel Communications
Non-RPC Real Property	Omnipoint DC Area
Non-RPC Real Property	Washington DC SMSA Limited
16-037-005	Virginia Electric & Power Company – Rosslyn Substation

## ATTACHMENT #2

### AGREEMENT FOR THE PROVISION OF SERVICES IN THE ROSSLYN BUSINESS IMPROVEMENT SERVICE DISTRICT

THIS AMENDED AND RESTATED AGREEMENT FOR THE PROVISION OF SERVICES IN THE ROSSLYN BUSINESS IMPROVEMENT DISTRICT (the "Agreement"), is entered into this 9<sup>th</sup> day of September, 2007, by and between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA in its capacities as the governing body of Arlington County and the governing body of the Rosslyn Business Improvement District, (the "County Board") and the ROSSLYN BUSINESS IMPROVEMENT CORPORATION (the "RBIC"), a not-for-profit Virginia corporation with offices located at 1911 North Fort Myer Drive, LL-10, Arlington, Virginia. This Agreement supersedes the Agreement for the Provision of Services in the Rosslyn Business Improvement District dated June 23, 2003, as amended on December 10, 2005.

WHEREAS, pursuant to Section 15.2-2400 et, seq., VA. Code Ann. (the "Service District Law"), the County Board has extended by ordinance the Rosslyn Business Improvement Service District (the "District"), adopted at the meeting of the County Board held on September 8, 2007 (the "Ordinance"), the governing body of which District is the County Board, and which District was established for the purpose of providing a range of services, events, and activities that enhance the public use and enjoyment of and the public safety, public convenience and public well being within the District, which services, events, and activities are in addition to the existing services, events, and activities which Arlington County government (the "County") is already providing in the District; and

WHEREAS, the Rosslyn Business Improvement Corporation ("RBIC") is a private, non-profit Virginia Corporation whose Board of Directors and committee membership includes owners and tenants of property located in the District and other interested parties; and

WHEREAS, acting as the governing body of the District, the County Board is authorized to levy and collect an annual tax on real property in the District to fund the provision of the variety of services within the District as contemplated by the Service District Law; and

WHEREAS, because RBIC is generally representative of the persons and entities affected by the establishment of and taxation within the District, the County Board has determined that it is appropriate to delegate to RBIC responsibility for delivery of the services within the District, including management of District funds appropriated annually by the County Board; and

WHEREAS, the County Board and RBIC desire to enter into this Agreement which is intended to describe the responsibilities of each of the County and RBIC as to the undertaking and delivery of the variety of services that might be provided within the District and the manner of administration of the District for the provision of those services in the District.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below and consistent with the significant dates in Exhibit I, the parties hereto agree as follows:

1. **ENGAGEMENT OF RBIC.** The County Board hereby delegates responsibility to RBIC and RBIC hereby accepts responsibility from the County Board to furnish or perform the District Services as hereinafter

more specifically defined and identified from year to year during the term of this Agreement pursuant to the procedures of this Agreement.

2. **EFFECTIVE DATE/TERM OF AGREEMENT.** The term of this Agreement shall commence upon adoption by the County Board and the RBIC, and shall continue until terminated in accordance with Paragraph 13 of this Agreement.

3. **SCOPE OF SERVICES.** Subject to the County Board making available to RBIC necessary funds, RBIC agrees to provide services contemplated by the Service District Law within the District as same may be agreed upon by the County Board or its designee and RBIC from time to time during the term of this Agreement in accordance with a work program and budget proposed by RBIC and subsequently approved by the County Board annually.

The services to be provided by RBIC within the District ("District Services") are to be in the following service categories:

- A. Beautification, Cleaning and Maintenance;
- B. Community Activities and Events;
- C. Parking, Transportation, Pedestrian and Safety Programs;
- D. Marketing and Promotion;
- E. Social Services Coordination; and
- F. Any other activities set forth in Section 15.2-2403 VA. Code Ann., as may be included in

a work program and budget approved in accordance with Section 4.

The parties agree that all District Services shall be provided by RBIC within the District in accordance with the approved work program and budget; RBIC's delivery of District Services will be reviewed by the County Board no less than annually during the term of this Agreement and shall at all times be provided to the satisfaction of the County Board, as reviewed by the County Manager.

4. **CONSIDERATION OF ANNUAL DISTRICT LEVY; DEVELOPMENT OF WORK PROGRAM AND BUDGET.**

A. Prior to the beginning of each fiscal year of the County, being the period July 1 through June 30 (the "Fiscal Year"), the County Board will consider assessing a special tax levy on real property located within the District in addition to any County real property tax assessed, at a tax rate sufficient to fund an approved work program and budget for District Services to be provided by RBIC in that Fiscal Year as approved by the County Board. Accordingly, at the time of the commencement of the County budget process in the Fall of the prior Fiscal Year, the County Manager of the County (the "County Manager") will provide to RBIC (i) an estimate of the tax revenues that can be projected to be generated by a District tax levy, at the then existing District tax rate, if the same were imposed during the next Fiscal Year, (ii) a list of property owners and property in the District subject to assessment for the District levy for the coming Fiscal Year, and (iii) the then current real property tax assessment for the current Fiscal Year (understanding the revised real property tax assessments for real property in the County for such coming Fiscal Year will be issued on or about January of the current Fiscal Year).

B. On or before December 1 of each year, RBIC shall submit to the County Manager for review and then recommendation to the County Board a proposed work program and budget for the forthcoming Fiscal Year

setting forth RBIC's proposal for the District Services to be provided by RBIC during such forthcoming Fiscal Year, assuming the then District tax rate in effect. RBIC may also propose a work program and budget of District Services for the forthcoming Fiscal Year, with an alternative District tax rate for the forthcoming Fiscal Year. In preparing the budget for the upcoming Fiscal Year, RBIC will include a County administrative fee equal to one percent (1%) of the revenues that would be expected to be generated by the approved District tax levy for such Fiscal Year; the approved budget shall include such fee calculated on the amount of revenues expected to be collected at the actual tax rate fixed by the County Board for that Fiscal Year. The County shall transfer from RBID fund expenses the amount equal to one percent (1%) of actual District tax revenues received for this County administrative fee at the end of each Fiscal Year. The County shall make every reasonable effort to complete this transfer of funds and notify RBIC of the amount transferred by June 1st."

C. RBIC may also include in the annual District budget, a general, non-specified contingency account in an amount not to exceed five percent (5%) of the proposed total annual District budget. The contingency account may be used by RBIC solely to fund unanticipated expenses in that Fiscal Year that arise out of the provision of District Services in accordance with the approved work program and budget. The contingency funds may not be used to fund any program, personnel or administrative expense, or other expenditure not identified in an approved work program and budget for that Fiscal Year. Where RBIC intends to transfer Twenty-Five Hundred Dollars (\$2,500.00) or more from the contingency account to cover an unexpected expense that might arise during the Fiscal Year, RBIC shall submit to the County Manager a notice of intent of RBIC to make such transfer. RBIC shall provide a summary statement in support or justification for such transfer with its notice. If the County Manager does not notify RBIC of his/her objection within ten (10) days after receipt of such notice, then such transfer may be made by RBIC. If the County Manager does object, then the County Manager shall submit a notice of objection to RBIC with reason(s), and RBIC and the County Manager shall meet within five (5) days of receipt of notice of such objection to seek to resolve any difference(s) or objections that the County Manager has with regard to such proposed transfer. If RBIC and the County Manager cannot resolve the matters, RBIC may appeal the matter to the County Board, whose determination shall be final.

D. The County Manager and RBIC agree to work diligently and in good faith to resolve any differences that may arise in conjunction with the County Manager's review of RBIC's proposed work program, proposed budget and/or proposed District tax rate, so that the same may be timely submitted to the County Board with a favorable recommendation from the County Manager for the County Board's review and consideration in conjunction with its consideration of the overall County budget for the upcoming Fiscal Year. Upon the County Board's approval of a work program, budget and District tax rate for the Fiscal Year as part of the overall County budget, such work program and budget shall become a part of this Agreement and shall be deemed to be the District Services to be provided in the upcoming Fiscal Year.

E. In no event shall the County Board, pursuant to this Agreement, be under any obligation to approve a District tax rate, or to approve a budget or work program for the District for a Fiscal Year, nor shall RBIC be obligated to provide District Services during such Fiscal Year if a budget, work program or District tax rate is not approved by the County Board for that Fiscal Year.

5. **RESERVE FOR UNCOLLECTED TAXES AND ASSESSMENT REDUCTIONS.**

The County Board and RBIC agree that RBIC will include within the District's annual budget request a line item entitled "Reserve for Uncollected Taxes and Assessment Reductions" (the "Reserve") to assure that full funding of the approved work program and budget for that forthcoming Fiscal Year is available to RBIC should actual collections on District tax levies be diminished because of delinquencies in payment of a District tax levy during that Fiscal Year and/or real property assessment appeals for properties in the District result in a reduction in District tax levies during that Fiscal Year. The funds allocated will be retained by the County as District funds and separately accounted for from the general operating funds of the County. The funds in the Reserve shall be used (A) to fund shortfalls in approved RBIC budget obligations for a Fiscal Year that directly result from a delinquency in payment of any District tax levy by a property owner of real property in the District subject to the District tax levy, and/or (B) to fund re-payment to any property owner within the District who had paid a District tax levy, but is entitled to a refund of a portion of District tax levy that results from an awarded reduction in real property assessment due to an appeal of such assessment by that property owner.

The amount of the Reserve shall be equal to five percent (5%) of the District's projected revenues from the District tax levy for any Fiscal Year. However, RBIC will be required to allocate no more than two and one-half percent (2.5%) of the District's projected annual tax revenues to the Reserve in any annual District budget, until such time as the required five percent (5%) Reserve level is achieved. Thereafter, the projected District tax revenues allocated to the Reserve will be in an amount necessary to maintain funds in the RBIC budget at the five percent (5%) Reserve level; in no case will RBIC be required to propose in any District budget a set aside of funds for the Reserve that exceeds two and one-half percent (2.5%) of the proposed projected revenues from a District tax levy for a Fiscal Year.

Notwithstanding the foregoing, however, if in any Fiscal Year the County Manager estimates that the combination of tax delinquencies and assessment appeals are projected to exceed the then available funds in the Reserve, then the County Manager may, after consultation with RBIC, request that RBIC propose modifications to the approved District work plan and budget to conform to actual District tax revenues for that Fiscal Year. Thereafter the County Board may approve a modified work plan and budget, or may appropriate County general funds to the District to make up the deficiency. If the County Board elects to fund the deficiency from County general funds then the amount of the deficiency will be reimbursed to the County from revenues of District tax levies in succeeding Fiscal Year(s), above and beyond the two and one-half percent (2.5%) annual allocation to the Reserve in that Fiscal Year.

6. **DISBURSEMENT AND EXPENDITURE OF FUNDS.**

A. RBIC shall undertake administration and delivery of District Services ~~only~~ in accordance with the approved work program and budget for the then applicable Fiscal Year approved in accordance with the provisions of Paragraph 4 of this Agreement, as amended annually to reflect the current Fiscal Year work program and budget.

To receive funds held by the County on behalf of the District, RBIC must submit to the County Manager a request for the transfer of those District funds to RBIC. Any request made by RBIC shall be for an amount that RBIC expects would be required by it to cover the costs and expenses that RBIC estimates would be incurred during that forthcoming two (2) quarters of the Fiscal Year to provide District Services consistent with the approved work

plan. RBIC will submit any such request no later than June 10 and December 11 in order for the County to transfer the funds.

The County Manager shall review the request for funds and, if the request for funds is consistent with the approved RBIC work program and budget then in effect, the requested amount shall be transferred to the RBIC no later than July 10th as to a request received on or before June 10<sup>th</sup> and December 27th as to a request received on or before December 11<sup>th</sup>.

If within seven (7) business days after the receipt of RBIC's request, the County Manager reasonably determines that the RBIC request is not consistent with the approved RBIC work program or the budget then in effect, then RBIC and the County Manager shall promptly meet to resolve any differences related to the RBIC request. The County Manager shall thereafter transfer to RBIC the requested payment for the forthcoming two (2) quarters (or an agreed upon adjustment thereto) determined to be appropriate at the earliest practicable date, but in any event no later than seven (7) business days after the resolution by RBIC and the County Manager of any difference between RBIC and the County is resolved.

No RBIC request for a disbursement of funds shall be for an amount that, combined with previous payments to RBIC by the County from District tax levy funds for the Fiscal Year in question, would cause RBIC to exceed the approved annual District budget for that Fiscal Year, unless the same is covered by RBIC funds separate and apart from those funded from current year District tax levies.

B. During each Fiscal Year, RBIC may shift up to Twenty Thousand Dollars (\$20,000.00) from one budget category to another, without prior written approval of the County Manager, provided only that such transfer does not: (i) eliminate an expenditure category, delineated in Section 3 above, that was previously approved by the County Board in adoption of the Fiscal Year work program and accompanying budget, or (ii) result in the elimination of a work program item approved for the Fiscal Year by the County Board. Where RBIC seeks in a Fiscal Year (i) to shift, in the aggregate, more than Twenty Thousand Dollars (\$20,000.00), (ii) to eliminate a previously approved expenditure category, or (iii) to eliminate a work program item approved for a Fiscal Year within an approved expenditure category, then the County Manager's written concurrence will be required, which concurrence may not be unreasonably withheld, delayed or conditioned.

C. In those instances where RBIC contracts with the County for the County Board to provide District Services in accordance with an approved work program and budget for a Fiscal Year, budgeted District funds may be appropriated directly to County departmental budgets in accordance with an appropriate agreement between RBIC and the County Board. In such case, District tax revenues will be retained by the County in accordance with the terms of the agreement between RBIC and the County Board, rather than having such funds first transferred to RBIC and then transferred back to the appropriate County department. The County shall maintain and provide to RBIC by September 15<sup>th</sup> an accounting of District tax levies for the prior fiscal year so treated in this manner. In addition to the County's annual accounting, RBIC may require each County agency or department receiving District funds in this manner to account to RBIC quarterly within fifteen (15) days after the end of each quarter of a Fiscal Year on the uses of such funds so provided in regard to the District pursuant to the agreement between RBIC and the County Board.

D. The County shall make available to RBIC no later than the date of the County's annual Budget Mid-Year Review an estimate of fiscal year-end revenue surplus or shortfall based on revenue collected or projected to be collected from the District tax levies during the Fiscal Year. RBIC and the County Manager will meet and confer regarding the settlement of the District's Fiscal Year account. Funds generated from District tax levies and allocated in the RBIC approved budget for a Fiscal Year, but not expended in accordance with the approved budget (as the same may have been modified during the Fiscal Year in accordance with this Agreement), shall be reserved and carried forward for District purposes.

E. Funds generated from all other sources shall be carried forward by RBIC and always be available for use by RBIC for District Services as RBIC deems appropriate from time to time. An accounting thereof shall be provided to the County by RBIC no later than one hundred twenty (120) days following the close of each Fiscal Year. All fund raising, revenue generation, and any other activities exceeding Twenty Thousand Dollars (\$20,000) not included in an approved work program and budget that is engaged in by RBIC on behalf of or in the name of the District shall be subject to prior approval by the County Manager, which shall not be unreasonably withheld.

F. At the end of each Fiscal Year, the County shall calculate interest earned during the Fiscal Year on the fund balance as of the previous Fiscal Year-end, confirmed by the County audit and adjusted for any draw downs by RBIC. The County shall apply interest earned to the fund before the close of each Fiscal Year.

G. Fund balance held by the County in excess of the required 5% Reserve for delinquency and appeals may be requested by RBIC and subsequently appropriated by the County Board for District purposes as stated in the current approved RBIC work program. Prior to this appropriation, the excess fund balance amount shall be confirmed in the County's annual audit of its finances.

7. **MAINTENANCE OF EXISTING SERVICES.** The County Board agrees that the County will maintain those County services in existence within the District at the time of the inception of the District and not eliminate or reduce the level of services solely because of the establishment of the District. However, nothing in this Agreement shall constrain the County Board from changing the level of County services provided (whether reduction or enhancement), nor preclude the County Board from eliminating delivery of County services in the District which is part of a countywide change or elimination of services. By example, Exhibit II is a schedule of "SmartScape" services that are currently provided by the County within the District. The County Manager may from time to time enter into one or more agreements with RBIC with regard to additional services that (a) are to be provided by the County within the District for a fee charged to RBIC, or (b) are to be provided by RBIC within the District for the benefit of the County for a fee charged to the County.

8. **FINANCIAL STATEMENTS AND REPORTS ON RBIC ACTIVITIES.**

A. Annually on or before November 1, RBIC will submit to the County Manager a detailed, audited financial statement for the preceding Fiscal Year, prepared in conformance with Generally Accepted Accounting Principles (GAAP), and which compares actual expenditures during such year to the budget for the applicable Fiscal Year.

B. On or before December 1 of each year, in conjunction with preparation of the County budget, RBIC shall submit to the County Manager a written report on RBIC's activities during the preceding Fiscal Year.

Such performance report shall include, in reasonable detail, a description of such activities, an analysis of performance in achieving program outcome targets, a list of all contracts for the provision of services and the cost of any services. This report will be available for public inspection in the office of the County Board Clerk.

C. At the end of every fifth fiscal year after the commencement of this agreement, the County Manager shall conduct an extensive review of the RBIC activities, performance, and administration to be able to provide the County Board with a recommendation as to the viability and value of continuing the District.

9. **BOOKS AND RECORDS; INSPECTIONS; AUDITS.** RBIC shall keep accurate books and records of all District Funds received and disbursed by RBIC under this Agreement. In addition, RBIC shall maintain complete files of all contracts, transactions, and other matters relating to the District and RBIC's activities. RBIC shall retain such files, books and records until five years after the completion of an audit for any Fiscal Year. The County Board shall have the right to have RBIC files, books and records inspected in the office of the RBIC during regular business hours and upon reasonable notice to RBIC.

10. **CONTRACTING.** RBIC may employ only such personnel as is consistent with the administrative line items of the approved budget of RBIC in a Fiscal Year. RBIC may enter into those contracts for the provision or administration of any of the District Services as approved in the actual budget for a Fiscal Year. RBIC will adopt procurement procedures for contracting that reflect "best practices" for effective delivery of District Services at cost advantageous to RBIC and affording the "best value" to RBIC, and shall incorporate the Ethics in Public Contracting requirements applicable to public employees found in Sections 2.2-4367 et seq. Va. Code Ann.; preference may be given to Rosslyn-based businesses if the cost to RBIC for goods and services to be procured is competitive with that of other vendors, which otherwise could provide such goods and/or services.

11. **INSURANCE.** RBIC shall obtain and maintain during the term of this Agreement a policy or policies of comprehensive general liability insurance with a company licensed to do business in Virginia providing coverage with respect to claims arising out of the subject matter of this Agreement including any claims that could arise under the Worker's Compensation Act. Such insurance shall provide coverage of (i) not less than One Million Dollars (\$1,000,000.00) for personal injury, including death, or property in any one occurrence, and Three Million Dollars (\$3,000,000.00) in the aggregate and (ii) not less than Twenty-five Thousand Dollars (\$25,000.00) per occurrence for employee theft or dishonesty.

The County and its officers, employees and agents shall be named as additional insureds on such policies. The policies shall state that the insurance may not be cancelled or terminated without thirty (30) days prior written notice to the County Manager. RBIC shall submit to the County a certificate evidencing that RBIC has obtained and is maintaining the above insurance.

12. **INDEMNIFICATION.** RBIC shall indemnify, defend and hold harmless the County and its officers, employees and agents (the "Indemnified Parties") from and against all claims, liabilities and losses, including costs and expenses incident thereto, which an Indemnified Party may hereafter incur, be responsible for or pay out as a result of any act or omissions by RBIC or its officers, employees, contractors, or agents with respect to the performance of RBIC's obligations under this Agreement.

13. **TERMINATION OF AGREEMENT.** Prior to the expiration of the initial or any renewal term of this Agreement, the following shall be the basis for early termination of the Agreement:

A. *Failure to approve work program, budget, or tax levy.* In the event that the County Board has not approved an annual work program, budget, or tax levy for the District for the next Fiscal Year by May 1 of the current Fiscal Year, which date is sixty (60) days prior to the beginning of the Fiscal Year for which such work program and budget applies, either party may terminate this Agreement by written notice to the other.

B. *Default of performance.* The County Board may terminate this Agreement if the County Manager provides written notice to RBIC of a default by RBIC in the performance of its duties hereunder, as a result of the failure by RBIC, where RBIC has otherwise been provided with funding by the County Board pursuant to an approved budget, to fulfill in a timely and proper manner its obligations under this Agreement, or if RBIC violates any of the terms of this Agreement, and such default is not cured to the satisfaction of the County Manager within ninety (90) days after the date of receipt such notice.

C. *Vote by RBIC membership to dissolve.* RBIC may notify the County Board of RBIC's members' intent to dissolve the Corporation and terminate the Agreement at any time, effective at the end of current Agreement term, provided at least 180 days prior notice is provided to the County Manager by RBIC.

D. *Termination related to termination of the District.* If the County Board elects to terminate the District, then the County Board may terminate this Agreement, provided at least 180 days notice is provided to RBIC by the County Manager.

14. **DISPOSITION OF DISTRICT FUNDS UPON EXPIRATION OR TERMINATION.** Upon termination or expiration of this Agreement, RBIC shall proceed expeditiously to conclude its activities funded pursuant to this Agreement, perform or pay all obligations and costs of administration incurred on behalf of or in conjunction with the District, and return all remaining District funds in RBIC's control to the County. Notwithstanding the termination of this Agreement, the County will transfer to RBIC the funds necessary to allow RBIC to pay all costs properly incurred up to the date of termination pursuant to an approved work plan and budget and, subject to approval by the County Manager, the costs reasonably required for RBIC to conclude its activities, provided that such costs do not exceed the budget for the applicable Fiscal Year. All remaining funds will be returned to the County for purposes of the District authorized by law.

15. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that RBIC is providing services under this Agreement as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments made to RBIC hereunder and will also be responsible for compliance with all applicable federal, state and local laws and regulations. Neither RBIC nor any officer, employee or agent of RBIC shall be, represent, act, purport to act, or be deemed the employee, agent or representative of the County for any purpose whatsoever.

16. **NO DISCRIMINATION.** In performing its obligations under this Agreement, RBIC shall not discriminate against any contractor, employee or applicant because of race, color, age, religion, sex, sexual orientation, or national origin, including, but not limited to, actions related to procurement, contract administration, employment, promotion, demotion, termination, rates of pay, other compensation, and selection for training.

17. **LIMITATIONS ON COUNTY'S OBLIGATIONS.** Notwithstanding anything in this Agreement to the contrary, the County's obligations under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the County Board for such purpose. While recognizing that it is not

empowered to make any binding commitment beyond the current Fiscal Year, the County Board hereby expresses its intention to make annual appropriations during the term of this Agreement, and any renewals thereof, in the full amounts necessary to fund the District Services as outlined annually in work programs and District budgets, that are approved by the County Board, the same being incorporated in this Agreement.

18. **AMENDMENT.** Except as otherwise expressly provided herein, this Agreement may be amended, modified or supplemented only by written agreement of the parties.

19. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the other party.

20. **NOTICES.** All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed sufficiently given for all purposes when delivered by hand, transmitted by telecopy or sent by mail, postage prepaid, to the following address (or to such other persons or addresses as any party shall otherwise designate by like notice):

a) If to the County, to:

County Manager  
Arlington County, VA  
2100 Clarendon Boulevard  
Suite 302  
Arlington, VA 22201

b) If to RBIC, to:

Rosslyn Business Improvement Corporation  
Attn: Executive Director  
1911 North Fort Myer Drive, LL-10  
Arlington, VA 22209

21. **ENTIRE AGREEMENT, SEVERABILITY.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. If any provision of this Agreement shall be held illegal, unenforceable or in conflict with any laws governing this Agreement, it shall be severed and the remaining portions of this Agreement shall remain in full force and effect.

22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

23. **TERM LIMITS.** The parties acknowledge and agree that those persons appointed to the RBIC Board of Directors by the County Board (“County Board Appointees”) shall serve in an At-Large capacity for a term of two years. Commencing with the effective date of this agreement, the initial term of three (3) County Board Appointees shall be two (2) years with subsequent terms being equal to two (2) years (one of the three (3) appointees shall be an Arlington County employee) and the initial term of two (2) County Board Appointees shall be one (1) year with subsequent terms also being equal to two (2) years. The terms of all County Board Appointees shall have an end date on June 30.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, as the governing body of Arlington, Virginia and the Rosslyn Business Improvement District

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

Chairman \_\_\_\_\_

APPROVED AS TO FORM:

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

ROSSLYN BUSINESS IMPROVEMENT CORPORATION

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

Name: \_\_\_\_\_

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

**EXHIBIT I**

LIST OF SIGNIFICANT DATES

Fiscal Year..... July 1 through June 30..... Section 4

RBIC Request for Funds..... no later than June 10 and December 11 of each calendar year ..... Section 6

Disbursement of Funds..... no later than July 10 and December 27 of each calendar year ..... Section 6

RBIC Yearly Accounting due..... November 1 ..... Section 8

RBIC Program and Budget due ..... December 1..... Section 4

**EXHIBIT II**

Smartscape And BID  
Work Task

Work Category	SmartScape Frequency	Work Performed	Work Category	BID Frequency
Restrooms Park Areas	Once per day Once per day	Serviced Pick-Up Litter	Restrooms Park Areas	Daily Continuously Daily Multiple Patrols
Streets & Sidewalks Streets & Sidewalks Litter Cans Poles Bus Shelters Landscaping Restrooms Skywalks Pools/Fountains Pools/Fountains Drinking Fountains Litter	Daily Daily Daily Daily Daily Daily Daily Daily Daily Daily Daily Daily	Litter Pickup: Litter Free By 10:00 AM Parks/Public Spaces: Litter pickup: Litter free by 10:00 AM Cleaning: Wipe down Handbills: Remove Litter Removal Shrubs: Dead Shrubs Removed Same Day Custodial: Mob & Sanitize Trash Pickup, Blowing, Cleaning Mechanical Inspection Litter/Debris Removal & Chlorination Cleaning of Heads & Bowls Cigarette Butt Removal	Streets & Sidewalks Streets & Sidewalks Litter Cans Poles Bus Shelters Landscaping Restrooms Skywalks Pools/Fountains Pools/Fountains Drinking Fountains Litter	Daily Multiple Patrols  As Required As Required Daily Workload As Required Daily Daily  As Needed Daily Daily  Weekly Daily Daily  Daily  Twice per Week
Watering Streets & Sidewalks Streets & Sidewalks Streets & Sidewalks Skywalks Turf	Weekly Weekly Weekly Weekly	Hand Watering Beautification Sites Main Streets: Streets & Gutters Sweep Main Streets: Sidewalks Sweep Parks/Public Spaces Sweep Sweep & Blow Mowing Services	Watering Streets & Sidewalks Streets & Sidewalks Streets & Sidewalks Skywalks Turf	Weekly Daily Daily  Daily  Twice per Week
Streets & Sidewalks	Twice per Month	Side Streets Sweep (week 1&3)	Streets & Sidewalks	Twice per Week
Steps to Skywalks Inspections	Monthly Monthly	Power Wash Parks & Street	Steps to Skywalks Inspections	Monthly 2 Times per Season
Leaf Removal Landscaping Landscaping Turf Turf Turf Hard Surfaces Restrooms	2 Times Annually 2 Times Annually 2 Times Per Season 2 Times Annually 2 Times Annually 2 Times Annually 2 Times Annually 2 Times Annually	Collection / Recycling Prune to Maintain Shape Bed, Shrub, Tree Fertilization to Maintain Lush Appearance Aeration in Active Areas or More to Maintain Turf Weed Control: No visible weeds, minimal chemicals Fertilization to Maintain Lush Appearance Wood Surface Treatment Preventative Maintenance Touch Up Paint, Oil Locks, Clean Filters	Leaf Removal Landscaping Landscaping Turf Turf Turf Hard Surfaces Restrooms	Monthly 2 Times per Season

**Smartscape And BID  
Work Task**

<b>Work Category</b>	<b>SmartScape Frequency</b>	<b>Work Performed</b>	<b>Work Category</b>	<b>BID Frequency</b>
Landscaping Landscaping Landscaping Landscaping Landscaping Landscaping Landscaping Street & Sidewalk Tree Pits Weed Control	2 Times Per Year 2 Times Per Year	Design Services Annual Beds 2 Blooming Cycles Annual Beds No Weeds and New Mulch Perennial Beds Maintained to Bloom Perennial Beds No Weeds & New Mulch Ground Cover No Bare Spots No Invasive Plant Growth Main Streets & Sidewalks Control Weed Growth (Contract Work) Clean Keep Weed & Debris Free Main Walkways, Paved Areas, Planters, Installations, Maint.	Landscaping Landscaping Landscaping Landscaping Landscaping Street & Sidewalk Tree Pits Weed Control	As required 2 Times Per Year 2 Times Per Year 4 Times Per Year Weekly
Litter Cans Tree Pits Tree Pits Tree Pits Hard Surfaces Hard Surfaces Tunnels Skywalks Inspections	4 Times Per Year 4 Times Per Year	Clean, Wash & Sanitize In & Out Inspection Maintenance: Maintain Flat With Walkway Maintenance: Fill Pit with Gravel Where No Grate Exists Sweeping & Cleaning No Loose Material Accumulation Power Washing No Grime Accumulation & Stain Free Inspections Inspections Structural Art Maintenance	Litter Cans Tree Pits Tree Pits Tree Pits Hard Surfaces Hard Surfaces Tunnels Skywalks Inspections	4 Times Per Year 2 Times Per Year
Litter Cans Trees Signs Report Turf Irrigation Pools & Fountains Pools & Fountains Drinking Fountains Drinking Fountains	Annual Annual Annual Annual Annual Annual Annual Annual	Move and Clean Under Can Preventative Maintenance Selectively Prune Maintenance Condition Over Seed Bare Spots Sod When Required Preventative Maintenance per contract Spring Start Up Winterize Spring Start Up Winterize	Litter Cans Trees Signs Report Turf Irrigation Pools & Fountains Pools & Fountains Drinking Fountains Drinking Fountains	
Trees Graffiti Graffiti	Emergency Maint. Emergency Maint. Emergency Maint.	Emergency Work Complete Immediately Documentation Photograph & Report to Police Remove or Schedule by Next Day	Trees Graffiti Graffiti	

SmartScape And BID

Work Task

Work Category	SmartScape Frequency	Work Performed	Work Category	BID Frequency
Restrooms Snow Activities Snow Activities	Emergency Maint. Emergency Maint. Emergency Maint.	Respond Immediately Removal Begins at 1/2 Inch & Cleared by Noon Next Day Preventative Treatment: Sand & Salt Applied When Icing Predicted	Restrooms Snow Activities Snow Activities	As Required As Required
Homeless Camps Homeless Camps	As required As required	Remove Trash and Discard Items Cleaning Wash & Disinfect to Eliminate Odor	Homeless Camps Homeless Camps	Daily Clean Up Daily Clean Up
Ambassador Services Public Assistance Literature Distribution Event Support Vendor Box Installs Banners Management	As Required	Contact Property Owners / Tenants General Assistance To Public Distribution of Brochures, Surveys, Flyers etc. Special Event Support Clean Vendor Box, Corrals Install Defour Signage Banner Maintenance Program Management	Ambassador Services Public Assistance Literature Distribution Event Support Vendor Box Installs Banners Management	Daily Daily Weekly As Required As Required As Required As Required As Required

Smartscape  
Mowing Landscape Areas

Street Name	Work Area
Lee Highway- Nash to Lynn Street	Islands adjacent to Gateway Park
Anne's Park- 1825 N. Monroe Street	South of McDonalds
Gateway Park 1300 Lee Highway	All grass panels
Potomac Tower Park- 1955 N. Lynn Street	Adjacent to parkway entrance ramp
Nash Street- 20th Street to Key Blvd.	West right of way easement
Crandal Mackey Park	1933 N. Lynn Street
Gateway Park 1300 Lee Highway	1300 Lee Highway
Fire Station # 10 1559 Wilson Blvd.	All areas and adjacent Street Islands
Wilson Center- Wilson Blvd. & N. Quinn Street	All areas: sports field, playground, U-strip
Fire Station # 10 1559 Wilson Blvd.	All bed areas landscape maintenance
Rosslyn Highlands Park	1529 Wilson Blvd.
Wilson Center	1601 Wilson Blvd.
Kent Street Vacant Lot- South of 19th Street	Lot at beginning of ramp; building on 3 sides
Kent & 19th Street	Triangle Island
Wilson Blvd. Lynn Street to Ridge Road	Island
17th Street Row @ Lynn Street	Hillside & Island both sides of overpass
Annie's Park	1825 N. Moore Street
Metro Park	1740 N. Lynn Street
Key Boulevard- At N. Bryan Street	
Dark Star Park- Ft Myer Drive @ Fairfax Drive	Island areas with balls
Route 50 East Entryway	Island
Dark Star Park	1655 N. Fort Myer Drive

# SmartScape

## Street Sweeping

Street Name
Arlington Ridge Road
19th Street
Lee Highway
Colonial Terrace
Key Blvd.
18th Street North
Wilson Blvd.
Clarendon Blvd.
16th Street North
Fairfax Drive
North Kent Street
North Lynn Street
North Moore Street
Fort Myer Drive
North Nash Street
North Oak Street
North Ode Street
North Pierce Street
North Queen Street
North Quinn Street
North Rhodes Street

SmartScape

## Tree Pits

Street Name	From - To	Type
Arlington Ridge Road	Wilson to 19th Street	Side
19th Street	Lynn to Arlington Ridge	Side
Lee Highway	Rhodes to Lynn	Side
Colonial Terrace	19th to Ode	Side
Key Blvd.	Quinn to Nash	Side
18th Street North	Quinn to Oak	Side
Wilson Blvd.	Rhodes to Arlington Ridge	Main
Clarendon Blvd.	Rhodes to Arlington Ridge	Main
16th Street North	Rhodes to Pierce	Side
Fairfax Drive	Rhodes to Lynn	Main
North Kent Street	19th to Wilson	Side
North Lynn Street	Route 50 to Lee Highway	Side
North Moore Street	Wilson to Lee Highway	Side
Fort Myer Drive	Route 50 to Lee Highway	Side
North Nash Street	Wilson to Key	Side
North Oak Street	16th to Key	Side
North Ode Street	16th to Clarendon	Side
North Pierce Street	Fairfax to Wilson	Side
North Queen Street	Fairfax to Clarendon	Side
North Quinn Street	Fairfax to Clarendon	Side
North Rhodes Street	Fairfax to Lee Highway	Side

Street Sweeping Tree Pit Areas

