

**VOLUNTARY CONCESSIONS, COMMUNITY BENEFITS &
TERMS AND CONDITIONS**

RAILROAD COTTAGES

MUNIS 2017-0220

September 7, 2017

Pursuant to § 48-241 (c) of the Code of the City of Falls Church, Virginia (the “Code”) and subject to the City of Falls Church (the “City”) approving MUNIS 2017-0220 (the “Application”) on the property identified as RPC ##52-102-030, 031, and 032 (jointly the “Property”), Railroad, LLC (the “Owner”) for itself, any contract purchaser, and its successors and assigns, hereby voluntarily agrees to the following conditions (“Voluntary Concessions”). The Owner acknowledges that through approval of this application (the “Special Exception”), it has been granted certain bonuses, including increased density, reduced yard setbacks, and other benefits in return for providing certain features, design elements, uses, services, or other amenities desired by the City as more particularly set forth below. In the event the Application is denied, these Voluntary Concessions will be null and void and of no further force and effect.

I. DEVELOPMENT SCOPE

- A. Conceptual Development Plan. Development of the Property shall be in conformance with the plat set titled “Railroad Cottages Conceptual Development Plan” (the “CDP”), consisting of five sheets, prepared by Walter L. Phillips, Inc., dated July 26, 2017.
- B. Development Scope. As depicted on the CDP, uses on the Property shall be limited to 10 cottage housing dwelling units (each a “Cottage” and jointly, the “Cottages”), plus a community clubhouse (the “Common House”), as well as a carport (the “Carport”), accessory parking, accessory structures such as, but not limited to, bicycle racks and trash collection area, as well as private outdoor recreation and open space areas. Uses may also include any uses permitted by special exception in the R-1A zoning district provided that approval of the requisite special exception shall have been obtained in accordance with the Code prior to establishment of such use.
- C. Minor Modifications. The City Manager may approve minor deviations from conformance with these documents, as requested by the Owner, provided the deviations do not conflict with what is specifically agreed to in these Voluntary Concessions, are consistent with the purpose and intent of the City Council’s approval of this Special Exception, and are either: (i) necessary to permit reasonable construction of the project; or (ii) as determined by the City Manager, improve the project’s overall functioning or benefit to the City. The Owner may appeal an adverse decision by the City Manager to the City Council.
- D. Age Restriction. Occupancy of the Cottages is intended for, and shall be restricted to, households with at least one full-time resident 55 years of age or older per Cottage in order to qualify as “housing for older persons” in accordance with the

State and Federal Fair Housing Acts and the Federal Housing for Older Persons Act of 1995 (Pub. L. 104–76, 109 Stat. 787, approved December 28, 1995), as amended, and as implemented by HUD regulations at 24 CFR part 100. Concurrently with the establishment of a condominium association ("COA") in accordance with Voluntary Concession II.A, the Owner shall submit for review and approval by the City a Declaration of Covenants ("Covenants") in conjunction with the preparation of Association Documents (as defined in Voluntary Concession II.A) which will meet the standards under the Act for housing for older persons, including requiring, in perpetuity, that qualification for occupancy of any dwelling unit on the Property shall be limited to households with at least one full-time resident who is age 55 or older, and that no resident under 18 years of age may reside on the Property. If title to any such dwelling unit shall become vested in any person under the age of 55 by reason of descent, distribution, foreclosure, purchase, or operation of law, the age restriction covenant shall not result in a forfeiture or reversion of title, but rather, such person thus taking title shall not be permitted to reside in such lot or dwelling unit until such person shall have attained the age of 55 or otherwise satisfies the requirements as set forth herein. Notwithstanding the aforementioned, a surviving spouse shall be allowed to occupy a dwelling unit consistent with the Federal Fair Housing Act and the Virginia Fair Housing Law, as may be amended.

- E. Building Height. As depicted on Sheet P-0101 of the CDP, the maximum building height of the Cottages shall not exceed a height of 25 feet in height from average grade as defined by the Code. Minor reductions in height may be permitted pursuant Voluntary Concession I.C. Notwithstanding the foregoing, nothing shall preclude the Owner from constructing the Cottages or Common House to a lesser building height than that which is represented on the CDP, provided the configuration of the building footprints remain in conformance with that shown on the CDP.
- F. Architectural Guidelines. The character of the architectural design and building materials for the Cottages and Common House shall conform to the character and quality of the architectural elevation document titled "Railroad Cottages Owner Options," prepared by Butz.Wilbern Ltd., and included by reference as Exhibit A (the "Design Guidelines"). Such architectural design shall include cementitious siding, vinyl, or similar exterior trim, as well as sprinklers and exterior strobe lights.
- G. Outdoor Amenities For Residents. The Owner shall provide facilities designed to meet the on-site recreational needs of the future residents of the Property, and shall include outdoor furniture, lawn areas, and pedestrian-scaled lighting. Additional facilities may include, but shall not be limited to, walking paths, fitness stations, outdoor kitchen/grills, fire pits, specialty landscaping in excess of that otherwise required by the Code, and outdoor adult exercise areas.
- H. Common House. As depicted on Sheet P-0402 of the CDP, the Owner shall provide a Common House. Any amenities contained within or appurtenant to the Common House will be owned and maintained by the Association established pursuant to Voluntary Concession II.A, and made available for all residents of the Cottages. Amenities in the Common House shall include, but shall not be limited to, the

following amenities: a multipurpose meeting room/studio, kitchen, accommodations for overnight guests of owners of the Cottages, , and a computer/media room. The Common House shall be constructed and available for use by residents no later than approval of the 10th occupancy permit for the Cottages.

- I. Universal Design. The Cottages shall employ universal design principles in accordance with any state, local or federal program governing such units. Specific elements shall be identified at the time of building plan submission.
- J. Historic Commemoration. The Owner shall install a metal plaque on the Property, at or before the time of issuance of the 10th occupancy permit for the Cottages, not including the Common House, which shall be visible to the public along the Property's Railroad Avenue frontage. The language on the plaque shall commemorate the land ownership history of the Property, and shall be submitted to the City's Historical Commission for its review and comment, but not necessarily approval, prior to installation. The specific location of, and language on, the plaque shall be determined by the Owner, as approved by the Director of Planning, prior to approval of the site plan for the Property.
- K. Water and Sewer. The Property shall be served by public central water supply and sanitary sewer systems. The Owner shall construct and install all water and sewer extensions to the Property and shall provide all connections necessary for development of the Property at no cost to the City or to the Fairfax County Water Authority (d/b/a "Fairfax Water"), and such extensions and connections shall be constructed and installed in accordance with City and Fairfax Water standards. The Owner shall acquire any offsite easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate such easements to the City and/or Fairfax Water, as necessary, at no cost to the City or to Fairfax Water. Any existing wells and septic systems on the Property shall be abandoned prior to approval of the site plan for the Property in accordance with Fairfax County Health Department standards and requirements then in effect.
- L. Screening For Trash/Recycling Storage. As depicted on Sheet P-0401 of the CDP, the Owner shall provide a trash and recycling storage pad on the Property. To minimize negative visual impacts, the base of the storage pad will be constructed of permeable pavement materials and surrounded by a six-foot high wood and PVC lattice fence. All trash and/or recycling from all occupancy of the Project shall be kept and secured within the aforementioned fence.
- M. Fire Marshal Coordination. The Owner has coordinated with the Fire Marshal regarding the site design and layout of the Property shown on the CDP. Notwithstanding such coordination, if it is determined during site plan review that elements of the CDP including, but not limited to, adjustments to streetscape and building locations, tree plantings, open space, courtyards, tree buffers, and tree preservation areas, require adjustment to allow for required emergency vehicle access or are necessary to respond to subsequent comments from the Fire Marshal,

the Owner shall be permitted to relocate, remove, or modify such conflicting elements provided any such modifications are made in consultation with, and subject to the approval of, the City Manager in accordance with Voluntary Concession I.C.

II. CONDOMINIUM ASSOCIATION

- A. Condominium Association. All residential property owners in the Property shall be members of a condominium association (the “Association”), established to own and maintain common property and facilities and provide standards for the landscaping and use of privately-owned structures within the Property. Documents for the establishment of the Association (the “Association Documents”), including the Covenants, shall be submitted to the City Attorney for review and approval as being consistent with this Special Exception approval, with these Voluntary Concessions and any other applicable regulations concurrent with the submission of the site plan for the Property. The Association shall be established and the associated Association Documents recorded among the land records of Arlington County prior to issuance of the first residential occupancy permit for the Cottages. The declaration establishing the Association shall specify the conditions and obligations set forth in these Voluntary Concessions. Purchasers shall be advised in writing of these Voluntary Concessions prior to entering into a binding contract of sale.
- B. General Responsibilities. In addition to any other responsibilities set forth elsewhere in these Voluntary Concessions and in § 48-1147 (Owner’s Association) of the Code, the Association shall own and maintain all common areas on the Property, as well as provide for snow removal on common area sidewalks and driveways. The Association shall also be responsible for the maintenance of all common recreational facilities, landscaping maintenance, interior and exterior maintenance of the Common House, exterior maintenance of the cottages including, but not limited to, paint, caulking, roof, and cleaning repairs, all storm drainage easements and stormwater management facilities not maintained by the City, all street lights or other exterior lighting internal to the Property, and all sidewalks and trails on the Property located outside of public right-of-way and not otherwise maintained by the City or the Northern Virginia Regional Park Authority (“NVRPA”).

III. TRANSPORTATION

- A. Bicycle Storage. Prior to the issuance of the first residential certificate of occupancy for the Cottages, the Owner shall install bicycle racks and one secure bicycle storage locker on the Property. Prior to approval of the site plan for the Property, the Owner shall provide the type, location, and number of bicycle racks to be provided to the City for approval. The bicycle racks shall be installed prior to the issuance of the first residential occupancy permit for the Cottages.

- B. Railroad Avenue Improvements. As depicted on Sheet P-0401 of the CDP, and subject to City and NVRPA approval, the Owner shall facilitate emergency access for the Property and existing residents along Railroad Avenue by: (1) installing "grasspave" or reinforced porous treatment along the north side of Railroad Avenue between Fowler Street and the Property meeting the weight requirements for emergency apparatus and provides a continuous width of 18 feet; (2) installing "No Parking" signage along the north side of Railroad Avenue; (3) providing a one-time contribution of \$50,000.00 to the City to be used to implement a Full Depth Reclamation asphalt rebuilding of Railroad Avenue from the Fairfax County line to the eastern terminus of Railroad Avenue; (4) replacing or modifying the culvert under Railroad Avenue, if necessary; (5) grading the area between the Washington & Old Dominion Railroad Trail (the "W&OD Trail") and the street, as applicable and necessary to accommodate a wider street and make the area safe for all road users and (6) indicate on the site plan an eight-foot-wide easement along the south side of Railroad Avenue along the Property's frontage and indicate the installation of grasspave or reinforced porous treatment within this easement, excepting those areas shown as permeable pavement. Said improvements shall be installed and available for use prior to the issuance of the first residential occupancy permit for the Cottages, or within 30 days after the City completes the Full Depth Reclamation asphalt rebuilding of Railroad Avenue, whichever comes later. Following installation of these improvements and acceptance by the City, the Owner shall not be responsible for maintenance of any off-site improvements not located on the Property.
- C. Parking. As depicted on Sheets P-0101 and P-0401 of the CDP, the Owner shall provide a minimum of 13 parking spaces on the Property. All parking for the proposed Cottages and Common House shall occur on the Property and shall not interfere with the required fire apparatus turn-around as required by the Statewide Fire Prevention Code. The Owner shall inform purchasers of the Cottages and visitors to the property that parking in surrounding neighborhoods is discouraged. Notices to this effect shall be placed in a conspicuous location in the common house as well.
- D. Parking Areas & Driveway. Parking and private driveway areas for the Property shall be provided as depicted on Sheet P-0401 of the CDP and in accordance with the parking requirements of Code. All parking and driveway areas, including those located within the Carport, shall be constructed of permeable pavement materials with dimensions consistent with Code standards, and shall be maintained by the Association established pursuant to Voluntary Concession II.A.
- E. Pedestrian Facilities. Prior to the issuance of the first residential occupancy permit for the Cottages, the Owner shall construct an ADA-accessible variable width wooden walkway, with a minimum width of six feet, to facilitate pedestrian connectivity between the Cottages. The Owner shall be entitled to construct any number of additional private pedestrian connections internal to the Property in conformance with the Code. All private pedestrian connections shall be maintained by the Association, to be established pursuant to Voluntary Concession II.A.

- F. Transportation Demand Management. The Owner will implement the transportation demand management (“TDM”) program titled “Railroad Avenue Cottage Housing Transportation Demand and Parking Management Plan” and incorporated as Exhibit B to these Voluntary Concessions. The TDM program will conform to these Voluntary Concessions and will be finalized prior to approval of the site plan for the Property.
- G. Electric Vehicle Charging Station. The Owner shall provide a minimum of one charging station for electric cars on the Property. The location of the charging station shall be determined in conjunction with the Department of Public Works prior to approval of the site plan for the Property.
- H. Construction Parking & Staging Plan. Prior to issuance of any demolition and/or any building permits on the Property, the Owner shall prepare, and obtain the City Manager’s approval of, a demolition and staging plan for the project. All demolition and construction of the project shall be done in conformance with the approved demolition and staging plan. Once a contractor has been selected for the project, and prior to issuance of any building permit for the project, the Owner will prepare a construction parking plan and a construction traffic and staging plan to be enforced by the Owner for the entire construction phase of the project, and to obtain the City Manager’s approval of the plan as providing sufficient parking or other transportation services, so as to not have an adverse impact on traffic safety. The Owner acknowledges and agrees that violations of these plans during construction can result in a “Stop Work” order and other enforcement measures by the City, until such time as the Owner provides reasonable assurances that it will correct the violations.

IV. LANDSCAPING & ENVIRONMENTAL

- A. Stormwater Management. Prior to approval of the site plan for the Property, the Owner shall demonstrate that development on the Property meets the water quantity and quality requirements, as well as the channel protection and flood protection requirements, pursuant to the latest edition of the Virginia Stormwater Management Handbook, or other such applicable state regulations, as may be currently in effect on the date of submission of the said site plan to the Department of Public Works. These requirements will be met through water quality treatment utilizing approved products found on the Virginia Stormwater BMP Clearinghouse website, which may include the purchase of off-site nutrient credits.
- B. Landscape Plan. The Owner shall implement the landscape design as shown on Sheet P-0402 of the CDP (the “Conceptual Landscape Plan”), which illustrates the plantings and other features to be provided on the Property. The Conceptual Landscape Plan is conceptual in nature and the tree species, sizes, and planting locations may be modified by the Owner as part of final engineering and building design, provided such modifications: (a) provide a similar quality and quantity of

landscaping as that shown on the Conceptual Landscape Plan, and (b) otherwise are in conformance with the CDP.

1. Native Species. The Owner shall use principally native species or hardy drought tolerant adaptive plants throughout the Property as selected by the Owner from the City's list of approved plants, provided that the Owner reserves the right to modify as part of site plan approval, in consultation with and approval by the Urban Forestry Division ("UFD") of the Department of Public Works, the exact species to be used, such as where some plant materials are not available or have been deemed by UFD to no longer be appropriate. In the event a substitution of native plants is required to enable the Owner to meet LEED (or an equivalent rating system) criteria, as provided in Voluntary Concession IV.E, the City Manager or his designee may approve a substitute plant or procedure to meet the selected rating agency requirements if the substitute plant is hardy and has a similar growth habit to the original plant.
2. Plant Installation. Plant materials shall be at least the following sizes at installation:
 - a. Evergreen Trees: Eight to 10 feet in height at planting;
 - b. Canopy/Shade Trees: Minimum 2.5-inch caliper at planting; and
 - c. Shrubs: minimum spread of 14 to 24 inches at planting.
- C. Fencing: The Owner shall install a four-foot high fence along the Property's Railroad Avenue frontages of Cottage Unit 1, Cottage Unit 2, and the Common House, as well as a seven-foot high solid wooden fence with an additional two feet of lattice, per Exhibit C, along the Property's entire western frontage adjacent to RPC #52-102-029 starting 20 feet back from front property line and a four-foot board-on-board wooden fence between 10 to 20 feet back from front property line along western frontage.
- D. Lighting. In an effort to minimize nighttime light pollution from the Property, all on-site outdoor lighting provided on the Property shall be "dark sky"-compliant, utilize full cut-off fixtures, and be downward directed to the interior of the Property, such that neither the lamp itself nor the lamp image is visible outside the perimeter of the Property. The Owner may install bollard lighting on the Property. Nothing contained in this Voluntary Concession IV.D shall preclude the up-lighting, accent lighting, or backlighting of signage, entrance features, and related landscaping throughout the Property as permitted by applicable regulations of the Code.
- E. EarthCraft Certification. Prior to approval of the site plan for the Property, the Owner will provide documentation to the City Manager certifying that the project has been designed in accordance with the EarthCraft House program certifying

that green building elements have been incorporated into the project and would be sufficient to achieve Earthcraft Gold certification.

1. Green Building Escrow. Prior to the issuance of the first residential certificate of occupancy for the Cottages, the Owner will provide the City with a \$50,000.00 letter of credit which includes terms approved in advance by the City Manager sufficient to assure the City that the Owner will satisfy its obligations to achieve EarthCraft Gold certification. Such letter of credit will be returned to the Owner if the intended EarthCraft Gold certification is achieved within two years after the date of issuance of the first residential certificate of occupancy for the Cottages. If the project does not achieve the intended EarthCraft Gold certification within two years after the date of issuance of the first residential certificate of occupancy, the City will redeem the letter of credit, with such funds being used for environmental improvements in the City.
 2. Equivalent Rating System. Where the Owner has provided evidence sufficient for the City Manager to find that an alternative green building program that is administered by an independent third party, other than the EarthCraft program, will ensure that equivalent environmental and energy efficiency will be achieved in the project, the City Manager may approve the use of such alternative program, subject to such conditions as may be reasonably necessary to ensure that the alternative program will achieve the goals of this Voluntary Concession IV.E.
- F. Energy Conservation. The Owner will employ a variety of sustainability techniques across the Property including, but not limited to geothermal heating, ventilation, and air conditioning units, two-by-six exterior walls with a R-21 insulation, R-50 roof insulation, low thermal emissivity windows, Energy Star appliances, and programmable thermostats. The roof of the Carport shall incorporate photovoltaic arrays (solar panels) to capture energy for the purpose of either providing solar energy to the grid and/or for purposes exclusive to the project.
- G. Off-Site Stormwater Improvements. As generally depicted on Sheet P-0401 of the CDP, the Owner shall install a stormwater conveyance system to carry stormwater runoff from Railroad Avenue and transport it across RPC #52-102-028, 52-102-029, and 52-102-019 (the "Adjacent Parcels") and the Property to an existing storm sewer pipe located on RPC #52-102-019. Such improvements shall be at no cost to the City or the owners of the Adjacent Parcels, and shall generally include the installation of two new storm inlets, the replacement of an existing storm inlet, and the installation of an underground storm pipe with a minimum diameter of 12 inches. Final inlet and pipe design for placement and sizes shall be determined at site plan in coordination with the City and owners of the Adjacent Parcels. This Voluntary Concession IV.G shall be specifically contingent upon the Owner's ability to acquire all necessary off-site easements, licenses, and/or permissions from the owners of the Adjacent Parcels. In the event, despite the Owner's good faith efforts, the Owner is unable to obtain such permissions from the owners of the

Adjacent Parcels within 90 days following approval of this Special Exception, then the obligation contained in this Voluntary Concession IV.G shall be deemed null and void.

V. AFFORDABLE HOUSING FUND CONTRIBUTION

Prior to issuance of the first residential certificate of occupancy of the Cottages, the Owner shall make a one-time contribution to the City's Affordable Housing Fund in the amount of \$10,000.00. Said contribution shall be used solely for the maintenance of existing affordable housing and to develop additional affordable housing opportunities in the City.

VI. PARK AUTHORITY COORDINATION

A. Western Gateway Off-Site Improvement. Subject to City and NVRPA approval, the Owner shall install improvements to, and in the vicinity of, the existing maintenance shed and covered rest area located W&OD Trail on NVRPA Property. Said improvements may include installation of bicycle racks, landscaping, public art, benches, "City of Falls Church" gateway signage, and façade/architectural enhancements to the existing maintenance shed and covered rest area. The Owner shall work with NVRPA to determine the precise locations for, and extent of, said improvements, which shall be determined prior to approval of the site plan for the Property. In the event the aforementioned improvements are not authorized by NVRPA, the Owner shall make a one-time contribution to the City in the amount of \$10,000.00 to be used at the City's discretion for park or streetscape enhancements. This contribution will be made prior to the issuance of the sixth (6th) occupancy permit by the City.

B. NVRPA Cooperation. Prior to final site plan approval for the Property, the Owner will work with NVRPA to address concerns related to the clearing and grading on the Property, as well as stormwater management, the health of any trees located on NVRPA property that have roots on the Property, access between the Property and the W&OD Trail, and the relocation or replacement of any trees and shrubs on NVRPA property which may be damaged or removed by construction of the Railroad Avenue improvements pursuant to Voluntary Concession III.B. The Owner shall apply for and receive all necessary right-of-entry permit(s) from the NVRPA, as well as temporary and permanent construction, stormwater, and maintenance agreements, as necessary, for all work conducted on the NVRPA property.

VII. MISCELLANEOUS

A. Non-Transferability. The Owner acknowledges that the Application, as granted, runs with the land and is not transferable to other land.

B. Period of Validity. The Owner acknowledges that this Special Exception will automatically expire without notice, 36 months after the date of approval unless the use has been established or an above-grade building permit has been issued and

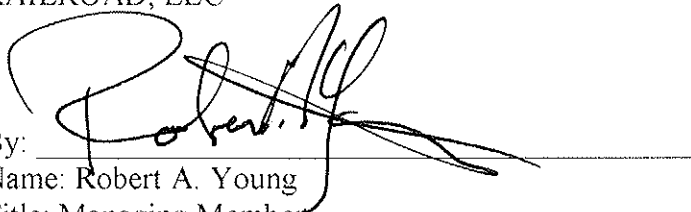
construction has commenced and been diligently pursued, in accordance with § 48-90 (d) (6) of the Code.

- C. Successors and Assigns. These Voluntary Concessions will bind and inure to the benefit of the Owner and its successors and assigns. Each reference to “Owner” in these Voluntary Concessions shall include within its meaning, and shall be binding upon, the Owner’s successor(s) in interest and/or developer(s) of the site or any portion of the site.
- D. Disclosure. The Owner shall provide a copy of these Voluntary Concessions to any future owner, heir, successor, and assign prior to transferring any interest in any part of the Property to such person, firm, corporation, or other entity.
- E. Access for Commissioner of Revenue. The Owner agrees that the City’s Commissioner of Revenue and/or his/her designated staff shall have access to the parking areas on the Property at all times for inspection of personal property tax vehicle window stickers.
- F. Counterparts. These Voluntary Concessions may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original document and all of which taken together shall constitute but one in the same instrument.
- G. Timing. Notwithstanding the foregoing, upon demonstration that, despite diligent efforts or due to factors beyond the Owner’s control, Voluntary Concession commitments have been delayed beyond the timeframes specified herein, the Director of Planning may agree to a later date for completion of such commitments if the Planning Director finds: (1) the Owner is diligently pursuing the commitments; (2) the commitments will be completed in reasonable amount of time; and (3) the City has been provided reasonable assurances that the commitments will be completed by the later date.
- H. Terms & Conditions Incorporated In Resolution. The Owner voluntarily submits the foregoing Voluntary Concessions to the City Council to be incorporated by reference with the resolution approving the Application.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

TITLE OWNER OF RPC ##52-102-030, 031, and 032

RAILROAD, LLC

By: 
Name: Robert A. Young
Title: Managing Member

[SIGNATURES END]

EXHIBIT A

Design Guidelines

RAILROAD COTTAGES



OWNER OPTIONS / DESIGN GUIDELINES

F -Architectural General Guideline
Composite Architectural Grade Shingles
option prefinished metal roofing at lower roofs
Cementitious Siding (HardiePlank or equal)
R-50 Roof Insulation
R-21 Wall Insulation



RAILROAD COTTAGES

OWNER OPTIONS / DESIGN GUIDELINES



EXHIBIT B

Transportation Demand Management Program

Purpose

The City's Comprehensive Plan establishes a vision of providing a transportation network that offers choices in travel modes. The Plan also includes a strategy of meeting increased travel demand within, from, and through the City via non-automobile modes. To that end, the City expects redevelopment activity to use Transportation Demand Management (TDM) and Parking Management Techniques that provide a range of transportation options and reduce the reliance on automobiles.

Goals

This combined TDM and Parking Management Plan is designed to achieve the following goals:

1. Provide travel options that allow residents to "age in place", which means "the ability to live in one's own home and community safely, independently, and comfortable, regardless of age, income, or ability level"
2. Demonstrate that the number of parking spaces provide is consistent with City code and accommodates travel demand

Plan Flexibility

This combined TDM and Parking Management Plan recognizes that travel behavior may change over time. For that reason, this combined plan uses a strategy of adaptive management – monitoring performance and updating the strategies applied as necessary to achieve the stated goals. The success of this TDM and Parking Management Plan will be reviewed periodically and updated as needed to deliver on the goals listed above.

Plan

The table below summarizes the plan elements. The specific elements are described in more detail below the table. The table is broken into four categories:

1. Site Design, Infrastructure, and Options. These options will be provided when the project is opened for operation.
2. Promotion, Education, and Incentives. These options will be provided while the project is in operation.
3. Monitoring and Enforcement. These techniques will be used to measure performance of the implemented strategies, ensure compliance, and assess whether the strategies applied are meeting the goals of the plan.
4. Adaptive Management. These additional techniques will be used is the implemented strategies are not sufficient to meet the goals of the plan. Note that this list is not exhaustive. Other strategies as needed will be used to be the performance goals.

Table 1: TDM and Parking Management Plan Elements

Site Design, Infrastructure, and Options	<ul style="list-style-type: none"> • Bike cage provided • Shared bicycles provided
Promotion, Education, and Incentives	<ul style="list-style-type: none"> • Information kiosk in the community house with information on transit options, bike routes, and walking routes; as well as contact information for Commuter Connections • Information regarding local resources on community website • Parking spaces will not be sold with individual units. Parking hang tags will be issued by the condo board
Monitoring and Enforcement	<ul style="list-style-type: none"> • TDM Coordinator duties assigned to the association vice-president • Annual survey to assess transportation • Periodic check-in (3-4 years) with the City for updates on options and information

Cart provided for loading/unloading

A cart will be provided so that owners have a convenient way to transport items (groceries, suitcases, etc.) from cars to cottages.

Shared bicycles and bike cage provided

A secure bike cage holding four (4) shared bicycles will be provided when units are occupied to encourage their use as an alternative to automobiles.

Information kiosk in the community house with information on transit options, bike routes, and walking routes; as well as contact information for Commuter Connections

In addition to such information available in the common house, the same materials plus possible links to relevant resources will be available on the community’s website.

Parking spaces will not be sold with individual units. Parking hang tags will be issued by the condo board and monitored by all residents.

TDM Coordinator duties assigned to the association vice president, as follows:

- Maintain cart, bicycles
- Maintain the information kiosk and website updates regarding transportation
- Be available to discuss local travel options with residents
- Monitor the usage of the plan and enforce rules where necessary

EXHIBIT C

Fencing for western frontage

