

ORDINANCE NO. _____

AN ORDINANCE authorizing the owner of the property located at 732 North Washington Street to construct and maintain encroachments in the public right of way for upper floor balconies at that location.

WHEREAS, American Statistical Association is the Owner (“Owner”) of the properties located at 732 North Washington Street, in the City of Alexandria, Virginia; and

WHEREAS, Owner desires to establish and maintain upper floor balconies which will encroach into the public sidewalk right-of-way at that location; and

WHEREAS, the public sidewalk right-of-way at that location will not be significantly impaired by this encroachment; and

WHEREAS, in Encroachment No. 2025-00009 the Planning Commission of the City of Alexandria recommended approval to the City Council subject to certain conditions at one of its regular meetings held on January 6, 2026, which recommendation was approved by the City Council at its public hearing on January 24, 2026; and

WHEREAS, it has been determined by the Council of the City of Alexandria that this encroachment is not detrimental to the public interest; now, therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Owner be, and the same hereby is, authorized to establish and maintain an encroachment into the public sidewalk right-of-way at 732 North Washington Street as shown in the attached Encroachment Plat, in the City of Alexandria, said encroachment consisting of upper floor balconies, until the encroachment is removed or destroyed or the authorization to maintain it is terminated by the city; provided, that this authorization to establish and maintain the encroachment shall not be construed to relieve Owner of liability for any negligence on their part on account of or in connection with the encroachment and shall be subject to the provisions set forth below.

Section 2. That the authorization hereby granted to establish and maintain said encroachment shall be subject to and conditioned upon Owner maintaining, at all times and at their own expense, liability insurance, covering both bodily injury and property damage, with a company authorized to transact business in the Commonwealth of Virginia and with minimum limits as follows:

Bodily Injury:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

1 Property Damage: \$1,000,000 each occurrence
2 \$1,000,000 aggregate
3

4 This liability insurance policy shall identify the City of Alexandria and Owner as named insureds
5 and shall provide for the indemnification of the City of Alexandria and Owner against any and
6 all loss occasioned by the establishment, construction, placement, existence, use or maintenance
7 of the encroachment. Evidence of the policy and any renewal thereof shall be filed with the city
8 attorney's office. Any other provision herein to the contrary notwithstanding, in the event this
9 policy of insurance lapses, is canceled, is not renewed or otherwise ceases to be in force and
10 effect, the authorization herein granted to establish and maintain the encroachment shall, at the
11 option of the city, forthwith and without notice or demand by the city, terminate. In that event,
12 Owner shall, upon notice from the city, remove the encroachment from the public right-of-way,
13 or the city, at its option, may remove the encroachment at the expense and risk of Owner.
14 Nothing in this section shall relieve Owner of their obligations and undertakings required under
15 this ordinance.
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17 Section 3. That the authorization hereby granted to establish and maintain said
18 encroachment shall in addition be subject to and conditioned upon the following terms:
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- 20 (a) Neither the City of Alexandria nor any public or private utility company shall be
21 responsible for damage to Owners' property encroaching into the public right-of-way
22 during repair, maintenance or replacement of the public right-of-way or any public
23 facilities or utilities in the area of encroachment.
24
- 25 (b) The Owner shall be responsible for replacement and repairs to the adjacent City
26 right-of-way, including any areas damaged during construction activity.
27
- 28 (c) In the event the City shall, in the future, have need for the area of the proposed
29 encroachment, the Owner shall remove any structure that encroached into the public
30 right-of-way, within 60 days, upon notification by the City. The Owner shall bear all
31 the cost associated with any future removal of the encroachments.
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- 33 (d) Balconies located within the encroachment area shall be at least 8 feet above
34 sidewalk grade.
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36 Section 4. That by accepting the authorization hereby granted to establish and
37 maintain the encroachment and by so establishing and/or maintaining the encroachment, Owner
38 shall be deemed to have promised and agreed to save harmless the City of
39 Alexandria from any and all liability (including attorneys' fees and litigation expenses) arising by
40 reason of the establishment, construction, placement, existence, use or maintenance of the
41 encroachment.
42

1 Section 5. That the authorization herein granted to establish and maintain the
2 encroachment shall be subject to Owner maintaining the area of the encroachment at all times
3 unobstructed and free from accumulation of litter, snow, ice and other potentially dangerous
4 matter.

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6 Section 6. That nothing in this ordinance is intended to constitute, or shall be
7 deemed to be, a waiver of sovereign immunity by or on behalf of the City of Alexandria or any
8 of its officers or employees.

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10 Section 7. That the authorization herein granted to establish and maintain the
11 encroachment shall be terminated whenever the City of Alexandria desires to use the affected
12 public right-of-way for any purpose whatsoever and, by written notification, demands from
13 Owner the removal of the encroachment. Said removal shall be completed by the date specified
14 in the notice and shall be accomplished by Owner without cost to the city. If Owner cannot be
15 found, or shall fail or neglect to remove the encroachment within the time specified, the city shall
16 have the right to remove the encroachment, at the expense of Owner, and shall not be liable to
17 Owner for any loss or damage to the structure of the encroachment or personal property within
18 the encroachment area, caused by the removal.

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20 Section 8. The terms "Owner" shall be deemed to include the American Statistical
21 Association and their respective successors in interest.

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23 Section 9. That this ordinance shall be effective upon the date and at the time of its
24 final passage.

25
26
27 ALYIA GASKINS
28 Mayor

29
30 Attachment: Encroachment plat

31
32 Introduction: 6/9/26

33 First Reading: 6/9/26

34 Publication:

35 Public Hearing: 6/13/26

36 Second Reading: 6/13/26

37 Final Passage: 6/13/26

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A circular professional engineer seal for the Commonwealth of Virginia. The outer ring contains the text "COMMONWEALTH OF VIRGINIA" at the top and "PROFESSIONAL ENGINEER" at the bottom. In the center, the name "A. Vinson" is written in a large, stylized script. Below the name, the text "AARON M. VINSON" is printed in a smaller, sans-serif font, followed by "Lic. No. 041851" and the expiration date "09/30/25".

SCALE: 1" = 10'	DATE: 09/30/25	DRAWN: SC/JL	CHECKED: TPB/AV
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APPROVED	
SPECIAL USE PERMIT NO. _____	
DEPARTMENT OF PLANNING & ZONING	
DIRECTOR _____	DATE _____
DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES	
SITE PLAN NO. _____	
DIRECTOR _____	DATE _____
CHAIRMAN, PLANNING COMMISSION	
DATE RECORDED _____	DATE _____
INSTRUMENT NO. _____	DEED BOOK NO. _____ PAGE NO. _____

ENCROACHMENT EXHIBIT