FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 9, 2014

AGENDA

9:30		Presentations
10:30		Public Hearing on the County and Schools' FY 2014 Carryover Review to Amend the Appropriation Level in the FY 2015 Revised Budget Plan
10:40		Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1		Streets into the Secondary System (Dranesville, Hunter Mill, Mason, Providence and Springfield Districts)
2		Designation of Plans Examiner Status under the Expedited Land Development Review Program
3		Authorization to Advertise a Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic, Section 82-11-1, Notice of Removal of Motor Vehicle
4		Approval of the Distribution of a Plain English Explanation for the 2014 Transportation Bond Referendum
5		Authorization for the Fairfax County Department of Family Services to Apply for and Accept Grant Funding from the Department of Health and Human Services, Administration for Children and Families, Office of Head Start: Early Head Start Expansion and EHS-Child Care Partnership Grants
6		Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Inova Woodburn Temporary Residential Permit Parking District, District T3 (Mason District)
7		Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Dunn Loring Residential Permit Parking District, District 3 (Providence District)
8		Approval of Traffic Calming Measures and “Watch for Children” Signs as Part of the Residential Traffic Administration Program (Springfield, Sully and Dranesville Districts)
9		Extension of Review Periods for 2232 Review Applications (Braddock, Springfield, and Providence Districts)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 9, 2014

ACTION ITEMS

1	Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2015
2	Presentation of the Delinquent Tax List for Tax Year 2013 (FY 2014)
3	Renewal of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force
4	Approval of a Tysons Interim Metrorail Public Commuter Park-and-Ride Lot Agreement
5	Approval of a Letter Granting the Northern Virginia Transportation Commission (NVTC) the Authority to Act as the County's Agent to the Department of Rail and Public Transportation (DRPT)
6	Adoption of a Resolution of Support for a Break in the Limited Access Line Adjacent to Route 7 (Leesburg Pike) and Route 267 (Dulles Toll Road) (Hunter Mill District)
7	Recommendation to Amend Virginia Railway Express Master Agreement Regarding Weighted Voting
8	Authorization to Issue Multifamily Housing Revenue Bonds by the Fairfax County Redevelopment and Housing Authority (FCRHA) for the Residences at the Government Center (Braddock District)
9	Authorization to Sign Department of Rail and Public Transportation Project Funding Agreements
10	Approval of Project Agreement Between the Commonwealth of Virginia Department of Rail and Public Transportation and Fairfax County for Funding Fiscal Year 2015 Transportation Demand Management Outreach and Rideshare Operating Assistance
11	Approval of Project Agreement Between Commonwealth of Virginia Department of Rail and Public Transportation and Fairfax County for Funding Fiscal Year 2015 Transportation Demand Management Plan
12	Approval of Comments on the Draft Real Property Master Plan and the Draft Environmental Impact Statement for Short-Term Projects and Real Property Master Plan Update at Fort Belvoir, Virginia

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 9, 2014

ACTION ITEMS
(Continued)

13	Approval of the Consolidated Memorandum of Understanding (MOU) Between Fairfax County and Volunteer Fairfax as a Part of the Implementation of the County-Wide Volunteer Management System
14	Approval of the FY 2015-16 State Performance Contract Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services

INFORMATION ITEMS

1	County Holiday Schedule – Calendar Year 2015
2	Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Banks Property, Pohick Creek Tributary, Rabbit Branch Tributary and South Lakes High School Stream Restoration Projects (Lee, Braddock and Hunter Mill Districts)
10:50	Matters Presented by Board Members
11:40	Closed Session

PUBLIC HEARINGS

3:30	Public Hearing on RZ 2014-MV-002 (NCL XII, LLC) (Mount Vernon District)
3:30	Public Hearing on SEA 79-S-031-03 (McDonald's Corporation) (Springfield District)
4:00	Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-4, 7-2-8, 7-2-12, and 7-2-13 Relating to Election Precincts and Polling Places
4:00	Public Hearing to Sublease Board-Leased Property at 2667 Prosperity Avenue to the Arts Council of Fairfax County (Providence District)
4:00	Public Hearing to Sublease Board-Leased Property at 2667 Prosperity Avenue to the Fairfax Symphony Orchestra (Providence District)

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
September 9, 2014

9:30 a.m.

PRESENTATIONS

- RESOLUTION – To recognize Jean Packard for her years of service and environmental leadership. Requested by all members of the Board of Supervisors.

- CERTIFICATE – To recognize residents and businesses that have made properties available to Fairfax County public safety personnel for training. Requested by Chairman Bulova.

- RESOLUTION – To recognize Fairfax County Government Channel 16 for its 30th anniversary. Requested by Chairman Bulova.

- CERTIFICATE – To recognize the Heritage Hill of Alexandria Townhouses Association for its beautification project. Requested by Supervisor McKay.

- CERTIFICATE – To recognize the Guardians of the Ribbon and the Pink Heals Tour for raising awareness for the fight against cancer. Requested by Chairman Bulova and Supervisor Hudgins.

- PROCLAMATION – To designate September 8–14, 2014, as Suicide Prevention Week in Fairfax County. Requested by Supervisor Cook.

- PROCLAMATION – To designate September 2014 as Emergency Preparedness Month in Fairfax County. Requested by Chairman Bulova.

— more —

Board Agenda Item
September 9, 2014

- RESOLUTION – To designate September 15–October 15, 2014, as Hispanic Heritage Month in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate September 14–20, 2014, as Food Safety Awareness Week in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate September 2014 as Sickle Cell Awareness Month in Fairfax County. Requested by Supervisor Hudgins.

STAFF:
Tony Castrilli, Director, Office of Public Affairs
Bill Miller, Office of Public Affairs

Board Agenda Item
September 9, 2014

10:30 a.m.

Public Hearing on the County and Schools' *FY 2014 Carryover Review* to Amend the Appropriation Level in the FY 2015 Revised Budget Plan

ISSUE:
Public Hearing and Board action on the County and Schools' *FY 2014 Carryover Review.*

RECOMMENDATION:
The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations including the County and Schools' *FY 2014 Carryover Review.*

TIMING:
The public hearing has been advertised for 10:30 a.m. on September 9, 2014. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:
On July 29, 2014, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on September 9, 2014, regarding the County and Schools' Carryover Review. Section 15.2-2057 of the Code of Virginia requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2015 appropriation level can occur immediately following the public hearing.

ENCLOSED DOCUMENTS:
Attachment A: Advertisement for public hearing
Attachment B: July 29, 2014 Memorandum to the Board of Supervisors from Edward L. Long Jr., County Executive, with attachments, transmitting the County's *FY 2014 Carryover Review* with appropriate resolutions
Attachment C: Fairfax County School Board's FY 2014 Final Budget Review and Appropriation Resolutions

These attachments are available online via the following link:
http://www.fairfaxcounty.gov/dmb/carryover/fy2014/carryover.htm

STAFF:
Edward L. Long Jr., County Executive
Susan W. Datta, Chief Financial Officer

Board Agenda Item
September 9, 2014

10:40 a.m.

Items Presented by the County Executive

Board Agenda Item
September 9, 2014

ADMINISTRATIVE – 1

Streets into the Secondary System (Dranesville, Hunter Mill, Mason, Providence and Springfield Districts)

ISSUE:
Board approval of streets to be accepted into the State Secondary System.

RECOMMENDATION:
The County Executive recommends that the street(s) listed below be added to the State Secondary System.

Subdivision	**District**	**Street**
Grace Manor at Minor Hill (Franklin Park)	Dranesville	Grace Manor Court
		North Nottingham Street (Route 2805) (Additional Right-of-Way (ROW) Only)
		Virginia Avenue (Route 2802) (Additional ROW Only)
Blackstone at Shaker Woods	Hunter Mill	Danlea Court
		Shaker Woods Road (Route 680) (Additional ROW Only)
		Shaker Woods Road (Route 680) (Additional ROW Only)
Bannerwood Estates	Mason	Bannerwood Drive (Route 4028)
		Holly Road (Route 3679) (Additional ROW Only)
The Coffey Property (Priest Retirement Home)	Mason	Ravensworth Road (Route 2864) (Additional ROW Only)

Board Agenda Item
September 9, 2014

Subdivision	**District**	**Street**
Emmanuel Lutheran Church	Providence	Chain Bridge Road (Route 123) (Additional ROW Only)
Whitestone's Addition to Marshall Heights	Providence	Leesburg Pike (Route 7) (Additional ROW Only)
East Market	Springfield	Fair Lakes Parkway (Route 7700) (Additional ROW Only)
		Fair Lakes Parkway (Route 7700) (Additional ROW Only)

TIMING:
Routine.

BACKGROUND:
Inspection has been made of these streets, and they are recommended for acceptance into the State Secondary System.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Street Acceptance Forms

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Audrey Clark, Acting Director, Land Development Services, DPWES

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA

REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 9176-SD-01

SUBDIVISION PLAT NAME: Grace Manor at Minor Hill (Franklin Park)

COUNTY MAGISTERIAL DISTRICT: Dranesville

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nidia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/24/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Grace Manor Court	CL North Nottingham Street (Route 2805) - 120' E CL of Virginia Avenue (Route 3903)	649' N to End of Cul-de-Sac	0.12
North Nottingham Street (Route 2805) (Additional Right-of-Way Only)	244' E CL Virginia Avenue (Route 2802)	265' E to End of Dedication	0.0
Virginia Avenue (Route 2802) (Additional Right-of-Way Only)	385' N CL North Nottingham Street (Route 2805)	524' N to End of Dedication	0.0
		TOTALS:	0.12

NOTES:

Grace Manor Court: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA

REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 7416-SD-04

SUBDIVISION PLAT NAME: Blackstone at Shaker Woods

COUNTY MAGISTERIAL DISTRICT: Hunter Mill

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nadia Alphonsy

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 05/22/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Danlea Court	CL Shaker Woods Road (Route 680) - 385' S Caris Glenne Drive (Route 8186)	424' S to End of Cul-de-Sac	0.08
Shaker Woods Road (Route 680) (Additional Right-of-Way Only)	155' S Caris Glenne Drive (Route 8186)	138' S to End of Dedication	0.0
Shaker Woods Road (Route 680) (Additional Right-of-Way Only)	336' S Caris Glenne Drive (Route 8186)	209' SW to End of Dedication	0.0
		TOTALS:	0.08

NOTES:

Danlea Court: 5' Concrete Sidewalk on Both Sides to be maintained by VDOT.

Shaker Woods Road: 6' Asphalt Trail on East/South Side to be maintained by Fairfax County.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA

REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 5435-SD-01

SUBDIVISION PLAT NAME: Bannerwood Estates

COUNTY MAGISTERIAL DISTRICT: Mason

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nidia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 05/19/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Bannerwood Drive (Route 4028)	Existing Bannerwood Drive (Route 4028) - 217' N CL Collins Street (Route 4034)	79' N to Beginning of Temporary Turnaround	0.02
Holly Road (Route 3679) (Additional Right-of-Way Only)	175' N CL Collins Street (Route 4034)	217' N to End of Dedication	0.0
		TOTALS:	0.02

NOTES:

Bannerwood Drive: 4' Concrete Sidewalk on East Side to be maintained by VDOT.

Holly Road: 6' Asphalt Trail on West Side to be maintained by Fairfax County.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA

REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 18197-SP-001

SUBDIVISION PLAT NAME: The Coffey Property (Priest Retirement Home)

COUNTY MAGISTERIAL DISTRICT: Mason

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/18/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Ravensworth Road (Route 2864) (Additional Right-of-Way Only)	150' NE Carmine Street (Route 2872)	1,384' NE to End of Dedication	0.0
		TOTALS:	0

NOTES:

10' Asphalt Trail on East Side to be maintained by Fairfax County

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA

REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 9294-SP-01

SUBDIVISION PLAT NAME: Emmanuel Lutheran Church

COUNTY MAGISTERIAL DISTRICT: Providence

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nidia Alphonsy

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 05/13/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Chain Bridge Road (Route 123) (Additional Right-of-Way Only)	515' NE CL Flint Hill Road (Route 2435)	599' NE to End of Dedication	0.0
		TOTALS:	0.0

NOTES:

4' Concrete Sidewalk on South Side to be maintained by VDOT.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA

REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 5182-SP-004

SUBDIVISION PLAT NAME: Whitestone's Addition to Marshall Heights

COUNTY MAGISTERIAL DISTRICT: Providence

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/17/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Leesburg Pike (Route 7) (Additional Right-of-Way Only)	362' SE CL George Marshall Drive (Route 9129)	225' SE to End of Dedication	0.0
		TOTALS:	0.0

NOTES:

4' Concrete Sidewalk on South Side to be maintained by VDOT.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA

REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 7202-SP-04

SUBDIVISION PLAT NAME: East Market

COUNTY MAGISTERIAL DISTRICT: Springfield

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 05/15/2014

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Fair Lakes Parkway (Route 7700) (Additional Right-of-Way Only)	133' W CL West Ox Road (Route 608)	600' W to End of Dedication	0.0
Fair Lakes Parkway (Route 7700) (Additional Right-of-Way Only)	422' E CL Fair Lakes Circle (Route 7701)	605' E to End of Dedication	0.0
		TOTALS:	0

NOTES:

8' Asphalt Trail on South Side to be maintained by Fairfax County

Board Agenda Item
September 9, 2014

ADMINISTRATIVE - 2

Designation of Plans Examiner Status under the Expedited Land Development Review Program

ISSUE:
Board of Supervisors' action to place nine individuals who have elected not to pursue their continuing education requirements into inactive status; and, to designate one individual as a Plans Examiner to participate in the Expedited Land Development Review Program.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors (the Board) take the following actions:

- Designates the following nine individuals, identified with their registration numbers, as inactive Plans Examiners:

Deniz Callahan	253
Judith A. Cronauer	204 (retired)
Robert C. Fields, Jr.	100 (retired)
Mohamed Kadasi	248
Charles D. Lucas III	168
John F. Souser	103 (retired)
Weldon Spurling	225
Anthony Verdi	284
Masad J. Zakkak	37 (died)

- Designate the following individual, identified with his registration number, as a Plans Examiner:

Richard P. Smith, P.E.	308

TIMING:
Routine.

BACKGROUND:
On August 7, 1989, the Board adopted Chapter 117 (Expedited Land Development Review) of The Code of the County of Fairfax, Virginia, (The Code) establishing a Plans Examiner Program under the auspices of an APEB. The purpose of the Plans Examiner Program is to expedite the review of site and subdivision plans submitted by

certain specially qualified applicants, i.e., Plans Examiners, to the Land Development Services, Department of Public Works and Environmental Services.

The Code requires that the Board designate an individual's status under the Expedited Land Development Review Program.

Inactive Status: Chapter 117 requires Plans Examiners to participate in the Board adopted Continuing Education Program. Consonant with the requirements of Section 117-1-3(a), and subject to Board approval, the APEB will recommend designation of inactive status for individuals electing not to pursue the continuing education program. This status designation continues until and if they wish to reactivate their Designated Plans Examiner (DPE) status by completing the continuing education requirements. An inactive status makes these individuals ineligible to participate in the expedited plan process procedure. At the time they are placed in inactive status, individuals are provided with information concerning requirements for reinstatement as an active DPE.

In a letter dated July 25, 2014, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Sharon Bulova, nine individuals were identified that have elected not to pursue the continuing education requirements. The APEB recommends that their status become inactive until and if they wish to reactivate their status as a DPE by completing their continuing education requirements.

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After the review of his application and credentials, the APEB has found that the candidate listed above satisfies these requirements. This finding was also documented in a letter dated July 25, 2014, from the Chairman of the APEB.

Staff concurs with these recommendations as being in accordance with Chapter 117 and the Board-adopted criteria.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Two letters dated July 25, 2014, from the Chairman of the APEB to the Chairman of the Board of Supervisors.

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Audrey Clark, Acting Director, Land Development Services, DPWES

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July 25, 2014

Hon. Sharon Bulova, Chairman
Fairfax County Board of Supervisors
12000 Government Center Parkway
Fairfax, VA 22035

Dear Chairman Bulova:

The Board of Supervisors approved the following individuals as Designated Plans Examiners:

Name	Reg. Number
Deniz Callahan	#253
Judith A. Cronauer	#204 (retired)
Robert C. Fields, Jr.	#100 (retired)
Mohamed Kadasi	#248
Charlie D. Lucas III	#168
John F. Souser	#103 (retired)
Weldon Spurling	#225
Anthony Verdi	#284
Masad J. Zakkak	#37 (died)

However, they have elected not to pursue the continuing education requirements at this time. It is recommended that their status become inactive until and if they wish to reactivate their status by completing their continuing education requirements. As such, they would no longer be eligible to participate in the expedited plan process procedure.

Following the Board of Supervisors' approval of this recommendation, each will be notified of his/her status change, as well as the procedure to be followed for reinstatement.

Sincerely,

James H. Scanlon, PE. LS
Chairman
Fairfax County Advisory Plans Examiner Board

Received
JUL 31 2014
Land Development Services
Directors Office
IQ# 267294

Engineers & Surveyors Institute
Founded 1987

Engineers & Surveyors Institute

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Fairfax Water

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Martin E. Crahan, AICP
John S. Groupe, IV, P.E.
Gary P. Bowman, P.E.
William R. Zink, P.E.
Theodore D. Britt, P.E.
Timothy S. Doody, P.E., L.S.
Edward B. Snider, Jr. P.E.
Adam J. Volanth, P.E.
Phillip DeLeon, P.E.
Blake A. Smith, P.E.
Susan S. Wolford, CLA, AICP
John S. Matusik, P.E.

Current Past Chairman
James R. Ashley
Carson Ashley& Associates, LLC

EXECUTIVE DIRECTOR
Terrance C. Ryan PhD, P.E.

July 25, 2014

Hon. Sharon Bulova, Chairman
Fairfax County Board of Supervisors
12000 Government Center Parkway
Fairfax, VA 22035

Dear Chairman Bulova:

The following named individual, was approved by the Advisory Plans Examiner Board for recommendation as Designated Plans Examiner:

Name	Reg. No.
Richard P. Smith, P.E.	#308

He has been found to meet the qualifications outlined in Chapter 117-1-2 of the Code of Fairfax County and is in accordance with the criteria adopted by the Fairfax County Board of Supervisors on February 11, 1991.

Sincerely,

James H. Scanlon, P.E., L.S.
Chairman
Fairfax County Advisory Plans Examiner Board

Received
JUL 31 2014
Land Development Services
Directors Office
IQ#267294

Board Agenda Item
September 9, 2014

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing on Amendments to the Code of the County of Fairfax, Chapter 82, Motor Vehicles and Traffic, Section 82-11-1, Notice of Removal of Motor Vehicle

ISSUE:
Board authorization to advertise a public hearing to consider amendments to Chapter 82 (Motor Vehicles and Traffic), Section 82-11-1 (Notice of removal of motor vehicle) of the *Fairfax County Code*. The amendments are necessary to bring the section into compliance with changes to Virginia Code § 46.2-1202 dealing with contacting and identifying owners of motor vehicles that have been abandoned.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of the public hearing.

TIMING:
Authorization to advertise the proposed amendments on September 9, 2014; Board of Supervisors' public hearing scheduled for October 7, 2014 at 4:30 p.m. The provisions of these amendments will become effective immediately.

BACKGROUND:
In 2009, the Virginia General Assembly amended Virginia Code § 46.2-1202 in regard to the search and notification of owners of abandoned vehicles. Prior to July 1, 2009, localities that had taken custody of such vehicles were responsible for obtaining vehicle owners' information from the Department of Motor Vehicles (DMV) and then notifying the owners to allow them to claim their vehicles, if desired. If the DMV could not identify the owners or their current address, localities were required to publish a notice in a newspaper listing the vehicles' information in an effort to provide owners an opportunity to identify and claim their vehicles. In Fairfax County, the Police Department was the agency responsible for contacting or notifying vehicle owners in the manner described above.

The 2009 Virginia General Assembly's amendment to § 46.2-1202 significantly changed the vehicle owner search and notification process. The process, previously managed by the Police Department, has been transferred to DMV in its entirety. Accordingly, the Police Department is no longer required by law to attempt to notify or identify owners of abandoned vehicles of which it has taken custody. The Police Department or the

receiving facility is now only required to provide DMV with the vehicles' identifying information, enabling DMV to attempt to notify the owners.

As a result of this change, staff proposes that County Code § 82-11-1 (a) be amended to remove the requirement that the Police Department give written notice to registered owners of abandoned vehicles **who are not present at the scene**. Staff also proposes that subsections (b) and (c), requiring the Police Department to attempt owner identification via public notice in a newspaper, be removed in their entirety as this is also no longer required by state law.

It should be noted that during the normal course of business, the Police Department initiates a Virginia Criminal Information Network (VCIN) check to determine if abandoned vehicles have been stolen or otherwise involved in criminal activity. If the check returns owner information, the Department, while not legally obligated to do so, attempts to notify owners via certified mail of the vehicle's location. The Police Department intends to continue this practice despite the change in state law or the proposed amendment to the county ordinance.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Virginia State Code § 46.2-1202
Attachment 2 – Proposed Amendment to Fairfax County Code Section 82-11-1 (Notice of removal of motor vehicle)

STAFF:
David M. Rohrer, Deputy County Executive
Colonel Edwin C. Roessler Jr., Chief of Police
Kimberly Baucom, Assistant County Attorney

§ 46.2-1202. Search for owner and secured party; notice.

A. Any person in possession of an abandoned motor vehicle shall initiate with the Department, in a manner prescribed by the Commissioner, a search for the owner and/or lienholder of record of the vehicle, requesting the name and address of the owner of record of the motor vehicle and all persons having security interests in the motor vehicle on record in the office of the Department, describing, if ascertainable, the motor vehicle by year, make, model, and vehicle identification number. A fee of $25 shall be paid to the Department at the time of application. Those fees shall be paid into the state treasury and set aside as a special, nonreverting fund to be used to meet the expenses of the Department. A local government agency with a written agreement with the Department shall be exempt from this fee.

The Department shall check: (i) its own records, (ii) the records of a nationally recognized crime database, and (iii) records of a nationally recognized motor vehicle title database for owner and lienholder information. If a vehicle has been reported as stolen, the Department shall notify the appropriate law-enforcement agency of that fact. If a vehicle has been found to have been titled in another jurisdiction, the Department shall notify the applicant of that jurisdiction. In cases of motor vehicles titled in other jurisdictions, the Commissioner shall issue certificates of title on proof satisfactory to the Commissioner that the persons required to be notified by registered or certified mail have received actual notice fully containing the information required by this section.

B. If the Department confirms owner or lienholder information, the Department shall notify the owner, at the last known address of record, and lienholder, at the last known address of record, of the notice of interest in their vehicle, by certified mail, return receipt requested, and advise them to reclaim and remove the vehicle within 15 days, or, if the vehicle is a manufactured home or a mobile home, 120 days, from the date of notice. Such notice, when sent in accordance with these requirements, shall be sufficient regardless of whether or not it was ever received. Following the notice required in this subsection, if the motor vehicle remains unclaimed, the owner and all persons having security interests in the motor vehicle shall have waived all right, title, and interest in the motor vehicle.

Whenever a vehicle is shown by the Department's records to be owned by a person who has indicated that he is on active military duty or service, the Department shall notify the requestor of such information. Any person having an interest in such vehicle under the provisions of this article shall comply with the provisions of the federal Servicemembers Civil Relief Act (50 U.S.C. app. 501 et seq.).

C. If records of the Department contain no address for the owner or no address of any person shown by the Department's records to have a security interest, or if the identity and addresses of the owner and all persons having security interests cannot be determined with reasonable certainty, the person in possession of the abandoned motor vehicle shall obtain from the Department in a manner prescribed by the Commissioner, a Vehicle Removal Certificate. The vehicle may be sold or transferred to a licensee or a scrap metal processor, as defined in § 46.2-1600.

(1968, c. 421, § 46.1-555.4; 1989, c. 727; 1997, c. 150; 2009, c. 664.)

Section 82-11-1. - Notice of removal of motor vehicle.

~~(a)~~ Notwithstanding any other provision of law, when any motor vehicle is removed by or under the direction of a police officer pursuant to the provisions of Chapter 82 of the Fairfax County Code, the officer shall provide written notice of the removal to the owner of the motor vehicle, if the registered owner is present at the scene. ~~If the registered owner is not present at the scene, the Police Department, within one (1) full working day, shall give written notice of the removal by first class United States mail, postage prepaid, to the last-known registered owner of the vehicle. For purposes of this section, "one (1) full working day" is any twenty-four-hour period during which the Virginia Department of Motor Vehicles, or similar department in the State where the removed vehicle is registered, is open for business, at normal business hours.~~

~~(b) If the identity of the last-known registered owner of the vehicle cannot be determined, the Police Department shall give notice as soon as possible by publication in at least one (1) newspaper of general circulation in the County. Such publication shall run for one (1) day.~~

~~(c) Such notice required by this section shall state the following:~~

~~(1) That the vehicle has been removed.~~

~~(2) The year make, model and vehicle license number of the vehicle.~~

~~(3) That the owner may contact the Police Department for the location of the vehicle.~~

~~(4) Inform the owner that he may reclaim the vehicle upon payment of all removal and storage fees.~~

~~(5) Inform the owner that he has a right to contest the validity of the removal of the vehicle at any time within three (3) weeks of the date of such notice by filing a written request for hearing with the Police Department.~~

~~(6) State that the failure of the owner to reclaim his vehicle may result in the disposal of the vehicle pursuant to the provisions of the Fairfax County Code. (2-81-82; 18-83-82.)~~

Board Agenda Item
September 9, 2014

ADMINISTRATIVE - 4

Approval of the Distribution of a Plain English Explanation for the 2014 Transportation Bond Referendum

ISSUE:
Board approval of the preparation and printing of an explanation for the forthcoming referendum on whether the County should be authorized to issue bonds in the maximum aggregate principal amount of $100,000,000 to finance the cost of transportation improvements and facilities. If approved by the Board, staff plans to make this explanation available on the County's Website and at County polling places, both for absentee voters and for voters on Election Day.

RECOMMENDATION:
The County Executive recommends that the Board authorize the preparation and printing of the explanation for the transportation bond referendum.

TIMING:
Early Board action is recommended to provide time for the printing and distribution of the explanation to citizens prior to the election.

BACKGROUND:
On June 17, 2014, the Board of Supervisors adopted a resolution directing the County Attorney to petition the Fairfax County Circuit Court to order a special election on November 4, 2014, to determine whether the Board should be authorized to contract a debt, borrow money, and issue capital improvement bonds in the maximum aggregate principal amount of $100,000,000 for the purpose of providing funds to finance the cost of constructing, reconstructing, improving and acquiring transportation facilities. The County Attorney then petitioned the Circuit Court for such an order, and on June 26, 2014, Circuit Court Chief Judge Dennis J. Smith entered an order for the referendum as requested.

Virginia Code § 24.2-687 requires localities to prepare explanations of referendum questions involving the issuance of bonds. The explanation must include the ballot question and a neutral explanation of not more than 500 words prepared by the locality's attorney in "plain English." The explanation must (i) state the estimated maximum amount of the bonds proposed to be issued, and (ii) state the proposed use of the bond proceeds, and if there is more than one use, state the proposed uses for which more

than 10 percent of the total bond proceeds is expected to be used.
Pursuant to Section 203 of the federal Voting Rights Act and the language minority determinations of the Director of the United States Bureau of the Census on October 13, 2011, these explanations must be made available in Spanish as well as in English. As in the past, staff will prepare translations of other common, non-English languages for interested citizens, but because Virginia law strictly limits the material that may be distributed within a polling place, only the English and Spanish versions will be made available in the polling places. The other translations will be made available at places other than polling places. All versions will be posted online. This plain English explanation is in addition to the bond pamphlet, which will be made available to all County households.

Staff recommends that the Board authorize the printing and distribution of the explanation in English and Spanish for this referendum in sufficient copies to make it available to voters at County polling places for absentee voters prior to the general election and at all polling places during the general election on November 4, 2014.

FISCAL IMPACT:
The cost of translating and printing the explanation is estimated at $1,700, and that cost can be met by existing Board appropriations.

ENCLOSED DOCUMENTS:
Attachment 1 – Virginia Code § 24.2-687
Attachment 2 – Draft Explanation for Transportation Bonds

STAFF:
David P. Bobzien, County Attorney
Erin C. Ward, Senior Assistant County Attorney
Susan Datta, Chief Financial Officer
Joseph LaHait, Debt Coordinator, Department of Management and Budget
Tom Biesiadny, Director, Fairfax County Department of Transportation

Code of Virginia
Title 24.2. Elections
Chapter 6. The Election

§ 24.2-687. Authorization for distribution of information on referendum elections

A. The governing body of any county, city or town may provide for the preparation and printing of an explanation for each referendum question to be submitted to the voters of the county, city or town to be distributed at the polling places on the day of the referendum election. The governing body may have the explanation published by paid advertisement in a newspaper with general circulation in the county, city or town one or more times preceding the referendum.

The explanation shall contain the ballot question and a statement of not more than 500 words on the proposed question. The explanation shall be presented in plain English, shall be limited to a neutral explanation, and shall not present arguments by either proponents or opponents of the proposal. The attorney for the county, city or town or, if there is no county, city or town attorney, the attorney for the Commonwealth shall prepare the explanation. "Plain English" means written in nontechnical, readily understandable language using words of common everyday usage and avoiding legal terms and phrases or other terms and words of art whose usage or special meaning primarily is limited to a particular field or profession.

If the referendum question involves the issuance of bonds by a locality, the locality shall provide for such printed explanation. The explanation shall (i) state the estimated maximum amount of the bonds proposed to be issued, and (ii) state the proposed use of the bond proceeds, and if there is more than one use, state the proposed uses for which more than 10 percent of the total bond proceeds is expected to be used.

B. Nothing in this section shall be construed to limit a county, city or town from disseminating other neutral materials or advertisements concerning issues of public concern that are the subject of a referendum; however, the materials or advertisements shall not advocate the passage or defeat of the referendum question.

C. This section shall not be applicable to statewide referenda.

D. Any failure to comply with the provisions of this section shall not affect the validity of the referendum.

1996, c. 297;2004, cc. 21, 399;2006, c. 302;2011, c. 590.

Attachment 2

Transportation Bond Issue on the Ballot on November 4, 2014

Ballot Question

Transportation Bonds

Shall the Board of Supervisors contract a debt, borrow money and issue bonds of Fairfax County, Virginia, in addition to bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of $100,000,000 for the purpose of providing funds to finance the cost of constructing, reconstructing, improving and acquiring transportation facilities, including improvements to primary and secondary State highways, improvements related to transit, improvements for pedestrians and bicycles, and ancillary related improvements and facilities?

Explanation

Virginia law permits the Fairfax County government to borrow money to buy land and construct projects by issuing general obligation bonds. General obligation bonds are sold to investors, and the bonds are repaid over time with future County revenues. Money received from the sale of bonds is used to fund many County projects. Bond financing permits the costs of those County projects to be repaid over a period of years. However, before incurring such a debt, County voters must authorize the County to borrow those funds.

Fairfax County voters will be asked to vote YES or NO on a transportation bond question in the November 4, 2014, general election. The question asks voters to allow the County to borrow up to $100 million to fund the construction, reconstruction, improvement and acquisition of transportation facilities. If a majority of voters approves the question, the County would be allowed to issue bonds to fund transportation projects, including roadway, pedestrian, bicycle, and transit improvements. The proceeds of the bonds could be used to construct transportation facilities for vehicular, bicycle, and pedestrian access throughout the County; acquisition of land for transportation improvements; construction of transit capital improvements; and other transportation-related improvements. More specifically, the County's current plans for the proceeds of bonds that may be authorized by this referendum are set forth below. The County may in the future alter these specific plans, but in such a case the County would have to use the funds for a purpose described in the ballot question.

On January 28, 2014, the Board of Supervisors approved $1.4 billion in multimodal transportation priorities for the next six years. These priorities resulted from extensive community input and these project priorities will be funded from several sources of revenue. Of

the entire amount, approximately $200 million is for bicycle and pedestrian projects. The proceeds of the bonds to be authorized by this referendum could be used to fund $100 million of those project priorities.

Of the $100 million, approximately $16 million would be spent on spot roadway improvements across the County. These projects are intended to increase capacity, reduce congestion, improve safety, and improve transit access. Spot roadway improvements may include adding or lengthening turn lanes, upgrading traffic signals, and enhancing accessibility.

Approximately $78 million would be spent on pedestrian improvements throughout the County. The goal of the proposed pedestrian improvements is to improve capacity, enhance safety, and complete missing pedestrian links connecting neighborhoods, and improve access to schools, Metrorail stations, and activity centers. These types of improvements include constructing missing sidewalk and trail links, and intersection improvements.

Approximately $6 million would fund bicycle and trail improvements across the County. These improvements are proposed to enhance safety and complete missing links providing connectivity between neighborhoods, transit facilities, activity centers, schools, and parks. These types of improvements include developing new bicycle facilities, constructing trails, and adding bicycle parking.

This explanation was prepared, printed, and made available at voter registration sites and at election polling places in accordance with Virginia Code § 24.2-687

Board Agenda Item
September 9, 2014

ADMINISTRATIVE – 5

Authorization for the Fairfax County Department of Family Services to Apply for and Accept Grant Funding from the Department of Health and Human Services, Administration for Children and Families, Office of Head Start: Early Head Start Expansion and EHS-Child Care Partnership Grants

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Department of Family Services to apply for and accept funding, if received, from the Department of Health and Human Services, Administration for Children and Families, Office of Head Start in the amount of $1,207,280, including $200,000 in Local Cash Match. Funding will be used to support the expansion of the Early Head Start (EHS) program to serve an additional 56 children, including 16 children in two classrooms in a center-based program at Gum Springs Glenn Children Center and 40 children through partnerships with regulated family child care providers. The required 20 percent non-federal match will be met through $200,000 in Local Cash Match from the Federal-State Grant Fund and $51,820 from in-kind contributions. This funding will support 13/11.5 FTE new grant positions. The Office of Head Start anticipates that all awards will be issued by March 2015, with four annually appropriated renewals for a total grant period of five years. This application is consistent with the Board's school readiness initiative. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Department of Family Services to apply for and accept funding, if received, from the Department of Health and Human Services, Administration for Children and Families, Office of Head Start. Funding in the amount of $1,207,280, including $200,000 in Local Cash Match, will support the expansion of the EHS program to serve an additional 56 children, including 16 children in two classrooms in a center-based program at Gum Springs Glenn Children Center and 40 children through partnerships with regulated family child care providers. There are 13/11.5 FTE new grant positions associated with this award.

TIMING:
Board action is requested on September 9, 2014. Due to the grant application deadline of August 20, 2014, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. At the Board of Supervisor's July 22, 2014 Human Services Committee meeting, staff briefed the Board

on the intent to submit the grant proposal. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:
Early Head Start is a national child and family development program that provides quality early childhood education and comprehensive family support services to income eligible families with children birth to 3 years of age and expectant parents. In Fairfax County, EHS services are currently provided to 244 pregnant women, infants, toddlers and their families in center-based, home-based, and family child care options across the grantee and two delegate programs.

The federal Office of Head Start is competitively awarding funding for the purpose of expanding access to high-quality, comprehensive services for low-income infants and toddlers and their families. Funding is available through EHS Expansion Grants to support the expansion of center-based slots in existing Early Head Start programs in order to provide early, continuous, intensive and comprehensive child development and family support services. These services will enhance the physical, social, emotional, and intellectual development of participating children; support parents' efforts to fulfill their parental roles; and help parents move toward self-sufficiency.

Funding is also available through EHS-Child Care Partnership Grants, which are intended to support grantees to partner with local child care providers to provide comprehensive, high quality services to eligible infants and toddlers through EHS-Child Care Partnerships. These partnerships will enhance and support early learning settings to provide full-day, full-year comprehensive services that meet the needs of low-income working families; enhance access to high-quality, full-time child care; support the development of infants and toddlers through strong relationship-based experiences; and prepare them for the transition into preschool. The grant will support the enhancement of quality infant-toddler care in partner family child care homes and will benefit both EHS and non-EHS children in care.

The Department of Family Services is applying for a combined EHS-Child Care Partnership and EHS Expansion grant and is requesting funding to serve 56 infants and toddlers, and their families, by:

- Expanding the existing EHS center-based option at the Gum Springs Glen Early Head Start program to serve 16 children in two classrooms.
- Establishing new partnerships with up to 15 regulated family child care providers located across the County in areas where there is greatest need for EHS services (40 children).

In order to serve 56 additional children and to meet federal Early Head Start guidelines, an additional 13/11.5 FTE new grant positions are required. These positions will be utilized in the following manner:

- 5/5.0 FTE grant positions will be utilized in the two new classrooms;
- 3/3.0 FTE grant positions will provide required case management to the 40 children receiving services through the family child care setting; and
- 5/3.5 FTE grant positions will provide the wraparound support as required by federal Early Head Start guidelines. Such services include, but are not limited to nutritional assessments, parent training, home visits, coordination of health services, and monitoring for program compliance.

FISCAL IMPACT:
Grant funding in the amount of $1,207,280, including $200,000 in Local Cash Match is being requested to expand the EHS program to serve an additional 56 children, including 16 children in two classrooms in a center-based program at Gum Springs Glenn Children Center and 40 children through partnerships with regulated family child care providers. The required 20 percent non-federal match will be met through $200,000 in Local Cash Match from the Federal-State Grant Fund and $51,820 from in-kind contributions. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2015 and the Local Cash Match of $200,000 is available from the Local Cash Match Reserve. This grant does allow the recovery of indirect costs; however because this funding opportunity is highly competitive, the Department of Family Services has elected to omit inclusion of indirect costs to maximize the proposal's competitive position.

CREATION OF POSITIONS:
There are 13/11.5 FTE new grant positions associated with this award. The County is under no obligation to continue funding these positions once grant funding expires.

ENCLOSED DOCUMENTS:
Attachment 1 - Summary of Grant Proposal

STAFF:
Patricia D. Harrison, Deputy County Executive
Nannette M. Bowler, Director, Department of Family Services (DFS)
Anne-Marie D. Twohie, Director, DFS, Child Care Division

EARLY HEAD START EXPANSION AND EHS-CHILD CARE PARTNERSHIP: EXPANSION OF EARLY HEAD START SERVICES IN FAIRFAX COUNTY SUMMARY OF GRANT PROPOSAL

Grant Title: Early Head Start Expansion and EHS-Child Care Partnership Grants

Funding Agency: Department of Health and Human Services, Administration for Children and Families, Office of Head Start

Applicant: Department of Family Services, Office for Children

Partners: Department of Family Services, Office for Children, Gum Springs Glen Early Head Start and Community Family Child Care Providers

Purpose of Grant: Early Head Start is a national child and family development program that provides quality early childhood education and comprehensive family support services to income eligible families with children birth to three years of age and expectant parents. The purpose of this grant is to offer additional Early Head Start services in Fairfax County, serving an additional 56 infants and toddlers, by expanding the existing EHS center-based option at the Gum Springs Glen Early Head Start program (16 children) and establishing new partnerships with up to 15 regulated community-based family child care providers located across the County in areas where there is greatest need for EHS services (40 children). The grant will support the enhancement of quality infant-toddler care in partner family child care homes and will benefit both EHS and non-EHS children in care. The expansion at the Gum Springs Glen EHS program will include the renovation of two classrooms.

Funding Amount: $1,207,280, including $200,000 in Local Cash Match. Along with Local Cash Match, in-kind contributions will also be used to fulfill the 20 percent non-federal match. It is anticipated that this grant will have four annually appropriated renewals for a total grant period of five years.

Positions: A total of 13/11.5 FTE new grant positions will be created. These positions will be utilized in the following manner:

- 5/5.0 FTE grant positions will be utilized in the two new classrooms;
- 3/3.0 FTE grant positions will provide required case management to the 40 children receiving services through the family child care setting; and
- 5/3.5 FTE grant positions will provide the wraparound support as required by federal Early Head Start guidelines. Such services include, but are not limited to nutritional assessments, parent training, home visits, coordination of health services, and monitoring for program compliance.

Proposed Use of Funds: Funding will primarily support annual program costs for the expansion of the EHS program which will serve an additional 56 children (16 children in two classrooms at Gum Springs Glenn Children Center and 40 children in community-based child care

settings). Additionally, one-time funding of $227,943 is needed for start up costs for total grant funding of $1,207,280.

Target Population: Infants and toddlers and their families who reside in areas of the county that have high poverty rates, large numbers of children on the Early Head Start waiting list, lack of affordable housing, limited transportation and large populations of immigrant families, many of whom are English language learners.

Performance Measures: The success of this project will be based on full compliance with Head Start program performance standards within 18 months of notice of award.

Grant Period: The Office of Head Start anticipates that all awards will be issued by March 2015 and will award successful applicants a grant with four annually appropriated renewals for a project period of five years.

Board Agenda Item
September 9, 2014

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Inova Woodburn Temporary Residential Permit Parking District, District T3 (Mason District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to establish Inova Woodburn Temporary Residential Permit Parking District (RPPD), District T3.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing.

TIMING:
The Board should take action on September 9, 2014, to advertise a public hearing for October 7, 2014, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(e) of *The Code of the County of Fairfax*, *Virginia*, authorizes the Board to establish a temporary RPPD when a residential community is experiencing and/or expects to experience significant parking problems due to a short-term situation such as a construction project. Short-term situations shall, at a minimum, be of at least six months duration. Any request for a temporary RPPD shall be in writing from all affected homeowners associations that represent the affected residential area or, in cases where there are no homeowners associations representing an area, a written request signed by residents of at least ten residences in the proposed area or 60 percent of the affected residents, whichever is less.

A multi-year construction project is currently taking place on the Inova Fairfax Medical Campus and is expected to conclude in spring 2016. Although the construction company has provided satellite parking and shuttle service for the construction employees, a number of employees continue to park in the surrounding neighborhoods and walk to the construction site.

The residents of Luttrell Road, and the Civic Association Magister(s) for the Court of Camelot on behalf of its members, have submitted written requests to the Mason District Supervisor's office on June 23, 2014, and July 22, 2014, respectively, to establish a temporary RPPD. The temporary RPPD, as recommended by staff in consultation with the requestors includes the following streets: Bannerwood Court; segments of Bannerwood Drive; Bedivere Court; Collins Street; Gale Street; Garlot Drive; segments of Holly Road; segments of King Arthur Road; Luttrell Road, west side only; and Pellinore Place.

If the Board approves the establishment of the temporary RPPD, staff and the Magister of the Court of Camelot recommend that the restriction be phased in as needed. Specifically, upon approval of the RPPD, sign installation for phase one should be limited to Bannerwood Drive from the northern boundary of 3366 Bannerwood Drive to the southern boundary of 3366 Bannerwood Drive on the west side only and from Angelo Way to Gale Street on the east side only, Bedivere Court, Collins Street, Gale Street, Holly Road from the northern border of 3409 Holly Road to Angelo Way on the east side only and from Angelo Way south to Gale Street, and Pellinore Place. Upon completion of the construction project, staff will notify the residents by mail of the termination of the temporary RPPD and the signage will be removed.

Staff has verified that all requirements for the establishment of a temporary RPPD have been met.

FISCAL IMPACT:
The cost of sign installation and subsequent removal is estimated at $3,000 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *the Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of the Temporary RPPD

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Maria Turner, Sr. Transportation Planner, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

Attachment I

Appendix G

G-T3 Inova Woodburn Temporary Residential Permit Parking District.

(a) *Purpose and Intent*. The Inova Woodburn Temporary Residential Permit Parking District is established to protect this residential area from unreasonable burdens in gaining access to their property during the Inova Fairfax Medical Campus renovation.

(b) *District Designation*.

(1) The Inova Woodburn Temporary Residential Permit Parking District is designated as Residential Permit Parking District T3, for the purposes of signing and vehicle decal identification.

(2) Blocks included in the Inova Woodburn Temporary Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

Bannerwood Court (Route 8995):
From Bannerwood Drive to cul-de-sac inclusive

Bannerwood Drive (Route 4028)*:*
From the northern boundary of 3366 Bannerwood Drive to the southern boundary of 3366 Bannerwood Drive; west side only
From Angelo Way to Gale Street; east side only
From the northern boundary of 3436 Bannerwood Drive south to cul-de-sac inclusive

Bedivere Court (Route 4036)*:*
From Collins Street to cul-de-sac inclusive

Collins Street (Route 4034)*:*
From Bannerwood Drive to Holly Road

Gale Street (Route 4029)*:*
From Bannerwood Drive to Holly Road

Garlot Drive (Route 4023)*:*
The entire length

Holly Road (Route 3679)*:*
From the northern border of 3409 Holly Road to Angelo Way; east side only
From Angelo Way to Garlot Drive (northern intersection)

King Arthur Road (Route 3679)*:*
From the northern to southern intersections with Garlot Drive

Luttrell Road (Route 867)*:*
From the northern boundary of 3406 Luttrell Road to the south end; west side only

Pellinore Place (Route 4035)*:*
From Collins Street to cul-de-sac inclusive

(c) *District Provisions*.

(1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.

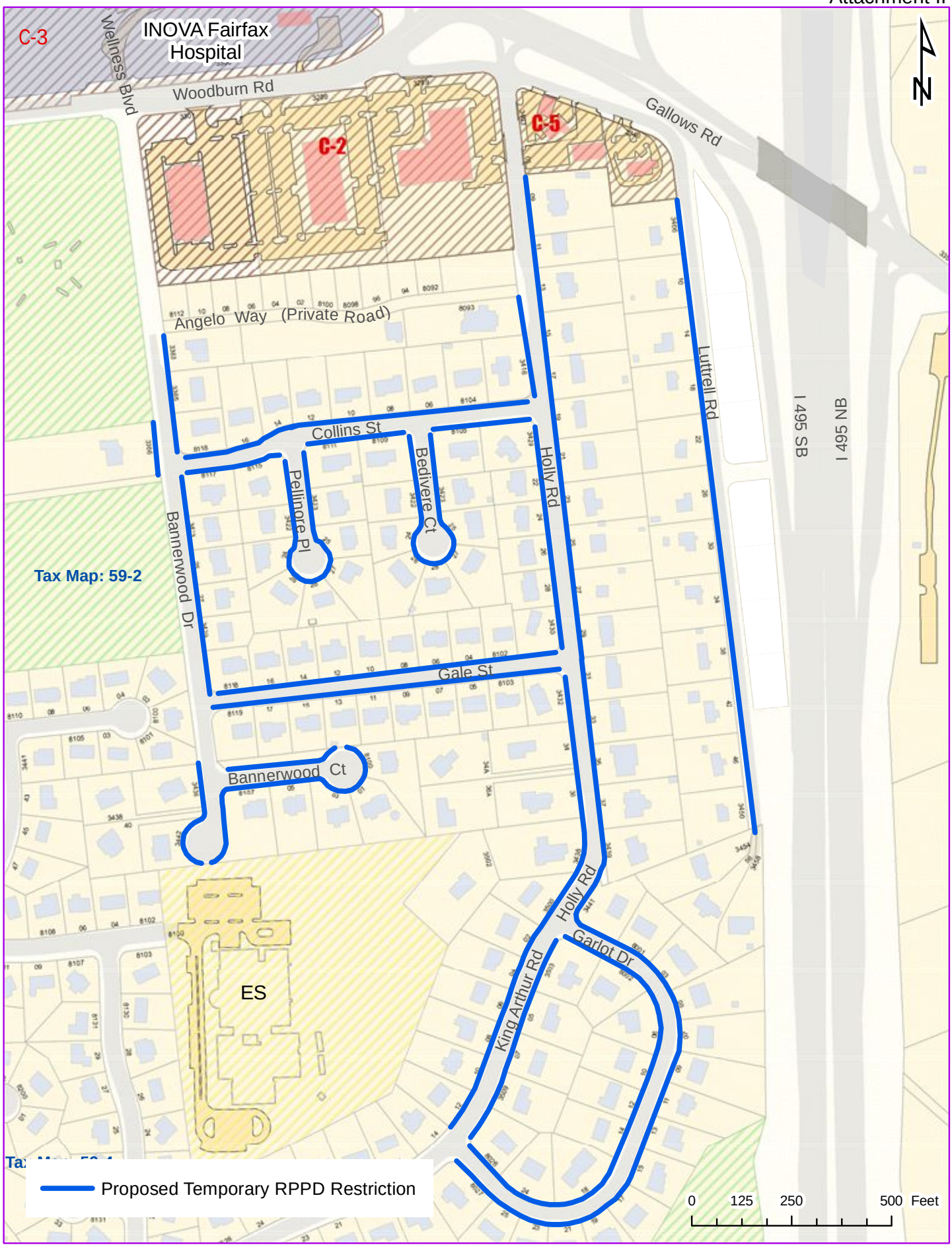
(2) Within the Inova Woodburn Temporary Residential Permit Parking District, parking is prohibited from 5:00 a.m. to 4:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.

(3) All permits and visitor passes for the Inova Woodburn Temporary Residential Permit Parking District shall expire on September 30, 2015. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

(d) *Signs*. Signs delineating Inova Woodburn Temporary Residential Permit Parking District shall indicate the following:

NO PARKING
5:00 a.m. - 4:00 p.m.
Monday through Friday
Except by Permit
District T3

Attachment II



Board Agenda Item
September 9, 2014

ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Dunn Loring Residential Permit Parking District, District 3 (Providence District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the Dunn Loring Residential Permit Parking District (RPPD), District 3.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing.

TIMING:
The Board should take action on September 9, 2014, to advertise a public hearing for October 7, 2014, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(b) of *The Code of the County of Fairfax*, *Virginia*, authorizes the Board to establish or expand an RPPD in any residential area of the County if: (1) the Board receives a petition requesting establishment or expansion of an RPPD that contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block of the proposed District, (2) the proposed District contains a minimum of 100 contiguous or nearly contiguous on-street parking spaces 20 linear feet in length per space, unless the subject area is to be added to an existing district, (3) 75 percent of the land abutting each block within the proposed District is developed residential, and (4) 75 percent of the total number of on-street parking spaces of the petitioning blocks are occupied, and at least 50 percent of those occupied spaces are occupied by nonresidents of the petitioning blocks, as authenticated by a peak-demand survey. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

A peak parking demand survey was conducted for the requested area. This survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning block were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning block. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $250 to be paid out of Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *The Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of RPPD Establishment

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Maria Turner, Sr. Transportation Planner, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

Attachment I

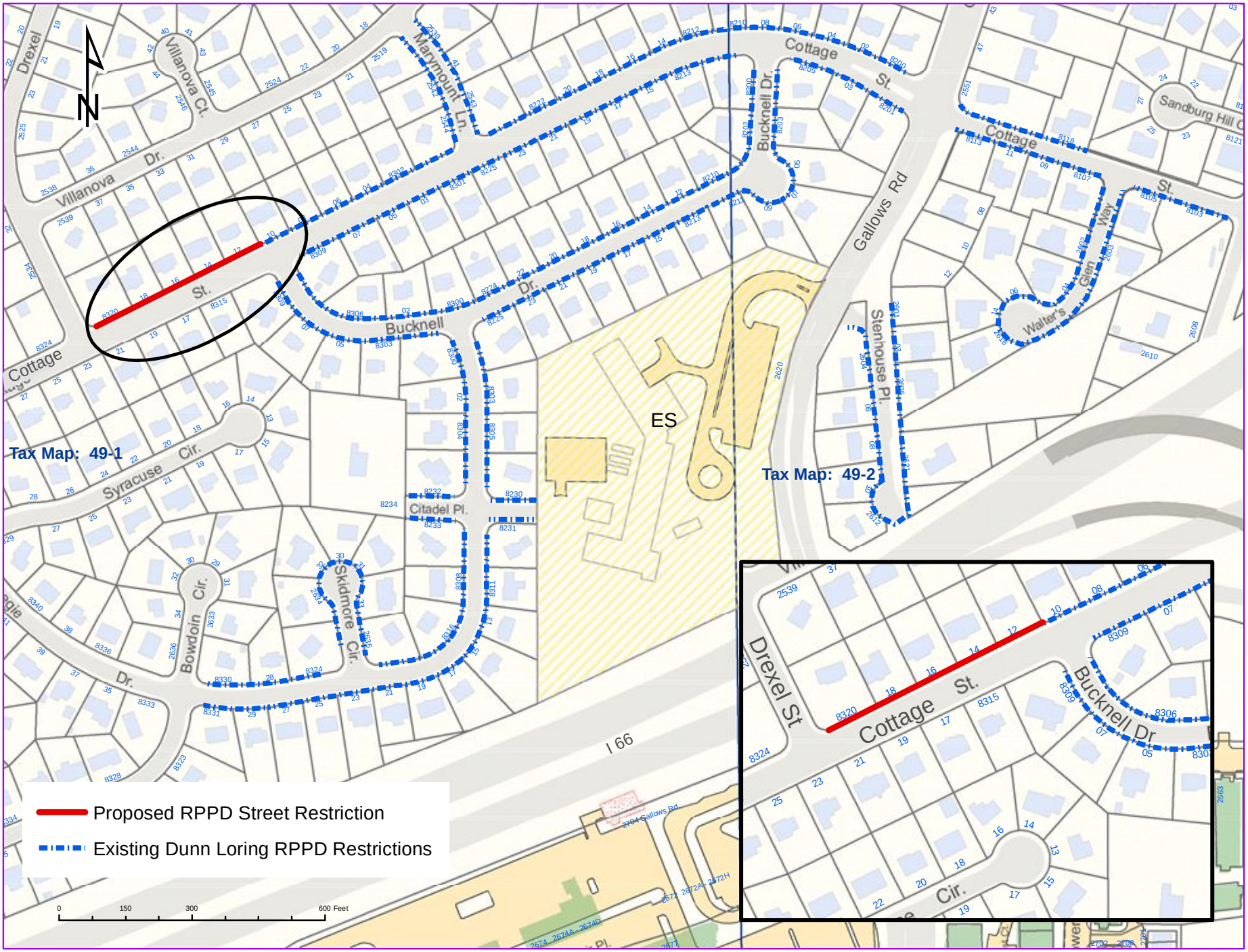
Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following streets to Appendix G-3, Section (b), (2), Dunn Loring Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Cottage Street (Route 2401):

From Bucknell Drive (eastern intersection) to Drexel Street; north side only

Attachment II



Board Agenda Item
September 9, 2014

ADMINISTRATIVE - 8

Approval of Traffic Calming Measures and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Springfield, Sully and Dranesville Districts)

ISSUE:
Board endorsement of Traffic Calming measures and "Watch for Children" signs, as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board endorse the traffic calming plan for Stillfield Place (Attachment I) consisting of the following:

- One Raised Crosswalk on Stillfield Place (Sully District)
- One Speed Hump on Stillfield Place (Sully District)

The County Executive further recommends that the Board endorse the installation of "Watch for Children" signs on the following roads:

- Whisper Willow Drive (Springfield District)
- Berryland Drive (Sully District)
- Griffith Road (Dranesville District)
- Pimmit Drive (Dranesville District)
- Cherri Drive (Dranesville District)
- Lisle Avenue (Dranesville District)
- Peabody Drive (Dranesville district)
- Westmorland Street (Dranesville District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved measures as soon as possible.

TIMING:
Board action is requested on September 9, 2014.

BACKGROUND:
As part of the RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners' or civic association. Traffic calming employs the use of physical devices such as multi-way stop signs (MWS), speed humps, speed

tables, raised pedestrian crosswalks, chokers, median islands, or traffic circles to reduce the speed of traffic on a residential street. Staff performed an engineering study documenting the attainment of qualifying criteria. Staff worked with the local Supervisors office and community to determine the viability of the requested traffic calming measures to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff that plan is then submitted for approval to residents of the ballot area in the adjacent community. On August 13, 2014, the Department of Transportation received written verification from the Sully District Supervisor confirming community support for the Stillfield Place traffic calming plan.

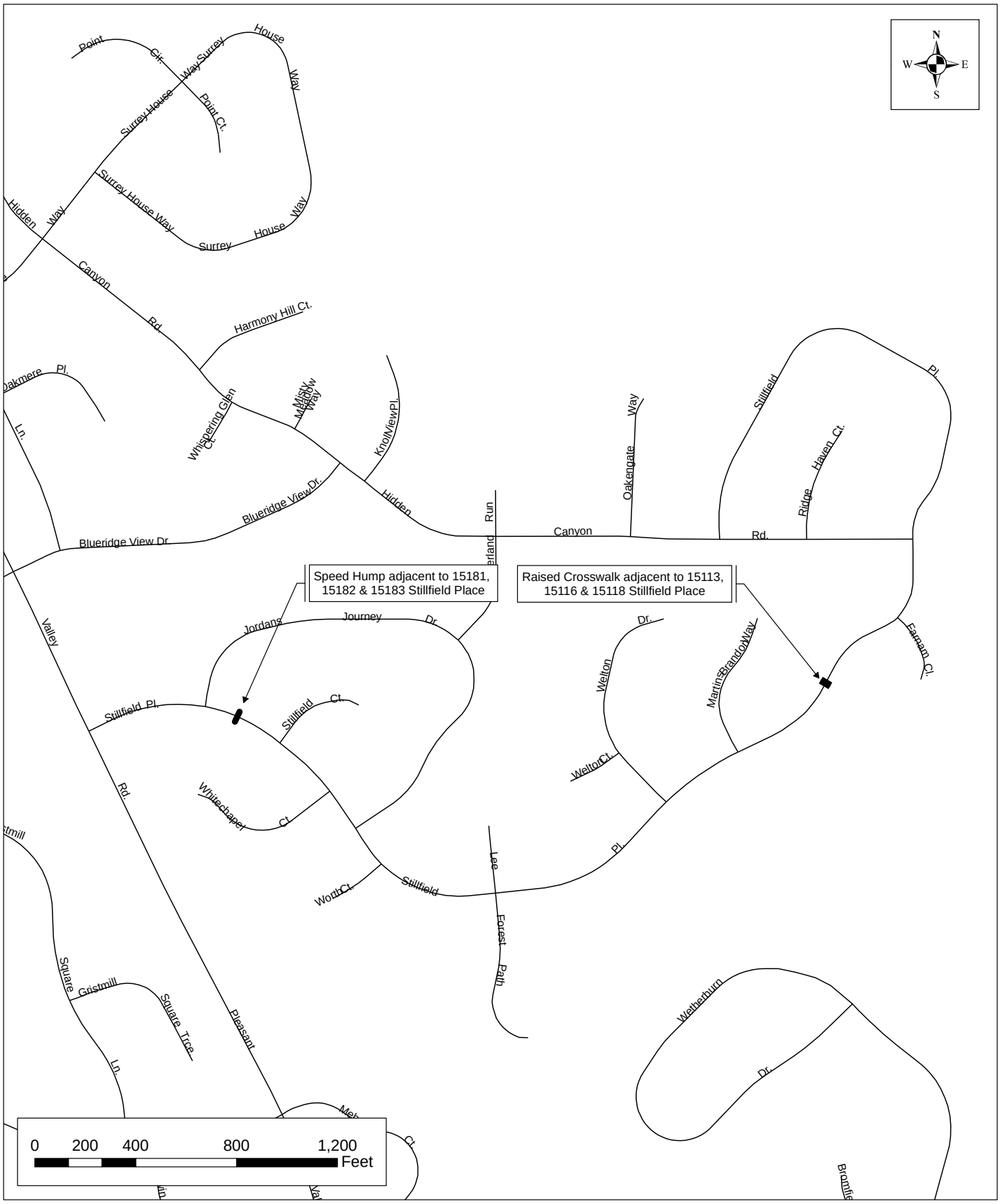
The RTAP allows for installation of "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign will be effectively located and will not be in conflict with any other traffic control devices. On May 29, 2014; July 31, 2014; July 2, 2014; July 24, 2014 and August 6, 2014; FCDOT received written verification from the Dranesville, Springfield and Sully District Supervisors confirming community support for the referenced "Watch for Children" signs on Pimmit Drive, Griffith Road, Cherri Drive, Westmoreland Street, Whisper Willow Drive, Berryland Drive, Lisle Avenue and Peabody Drive.

FISCAL IMPACT:
Funding in the amount of $23,000 for the traffic calming measures associated with the Stillfield Place project is available in Fund100-C10001, General Fund, under Job Number 40TTCP.

Funding in the amount of $2,100 for the "Watch for Children" signs is available in Fund100-C10001, General Fund, under Job Number 40TTCP.

ENCLOSED DOCUMENTS:
Attachment I: Traffic Calming Plan for Stillfield Place

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Neil Freschman, Chief, Traffic Operations Section, FCDOT
Guy Mullinax, Transportation Planner, Traffic Operations Section, FCDOT



AUGUST 2014

Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
TRAFFIC CALMING PLAN
STILLFIELD PLACE
Sully District

A Fairfax Co. Va., publication

Tax Map: 53-3, 53-4, 64-1, 64-2

Board Agenda Item
September 9, 2014

ADMINISTRATIVE – 9

Extension of Review Periods for 2232 Review Applications (Braddock, Springfield, and Providence Districts)

ISSUE:
Extension of the review periods for specific 2232 Review applications to ensure compliance with the review requirements of *Section* 15.2-2232 of the *Code of Virginia.*

RECOMMENDATION:
The County Executive recommends that the Board extend the review periods for the following applications: FS-B13-94 to November 15, 2014, 456A-S89-34-2 to November 23, 2014, and 2232-P14-4 to March 11, 2015.

TIMING:
Board action is required on September 9, 2014, to extend the review periods of the applications noted above before their expirations.

BACKGROUND:
Subsection B of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act within sixty days of a submission, unless the time is extended by the governing body, shall be deemed approval." Subsection F of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within ninety days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no more than sixty additional days. If the commission has not acted on the application by the end of the extension, or by the end of such longer period as may be agreed to by the applicant, the application is deemed approved by the commission."

The Board should extend the review period for applications FS-B13-94 and 456A-S89-34-2, which were accepted for review by the Department of Planning and Zoning (DPZ) on June 18, 2014 and June 26, 2014 respectively. These applications are for a telecommunications facility and thus subject to the State Code provision that the Board may extend the time required for the Planning Commission to act on these applications by no more than sixty additional days.

Board Agenda Item
September 9, 2014

The Board should extend the review period for application 2232-P14-4, which was accepted for review by the DPZ on July 14, 2014. This application is for a non-telecommunication public facility, and thus is not subject to the State Code provision for extending the review period by no more than sixty additional days.
The review periods for the following applications should be extended:

FS-B13-94	Verizon Wireless Co-location of Telecommunications Facility (Church Steeple) 5114 Twinbrook Road Fairfax, Virginia Braddock District Extend to November 15, 2014
456A-S89-34-2	Verizon Wireless Modification to Existing Telecommunications Facility (Monopole) 6401 Little Ox Road Fairfax Station, Virginia Springfield District Extend to November 23, 2014
2232-P14-4	Virginia Electric and Power d/b/a Dominion Virginia Power Redevelop and Expand Idlywood Electrical Substation 7701 Shreve Road Falls Church, Virginia Providence District Extend to March 11, 2015

The need for the full time of these extensions may not be necessary, and is not intended to set a date for final action.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
None

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning, DPZ
Chris B. Caperton, Chief, Facilities Planning Branch, Planning Division, DPZ
Douglas W. Hansen, Senior Planner, Facilities Planning Branch, Planning Division, DPZ

Board Agenda Item
September 9, 2014

ACTION – 1

Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2015

ISSUE:
Board approval of a draft meeting schedule for January through December, 2015.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the draft meeting schedule for January through December, 2015.

TIMING:
The Board should take action on September 9, 2014, in order that accommodations to implement this calendar can proceed in advance of January.

BACKGROUND:
The *Code of Virginia*, Section 15.2-1416, requires the governing body to establish the days, times and places of its regular meetings at the annual meeting, which is the first meeting of the year. Therefore, the schedule for the entire 2015 calendar is presented for Board approval. The section further states that "meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year."

Scheduled meetings may be adjourned and reconvened as the Board may deem necessary, and the Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting, after notice required by Virginia law, as the need arises.

At the first meeting of the Board of Supervisors in January, staff will bring the 2015 meeting calendar to the Board for formal adoption.

ENCLOSED DOCUMENTS:
Attachment 1 - January-December, 2015 Schedule for Board of Supervisors' Meetings

STAFF:
Catherine A. Chianese, Assistant County Executive and Clerk to the Board of Supervisors

2015 Board of Supervisors Meeting Schedule

DRAFT

January 13, 2015
January 27, 2015
February 10, 2015
February 24, 2015 **Public Comment**
March 3, 2015
March 24, 2015
April 7, 2015 **9:30 to 4:00 pm Board Meeting** **4:00 p.m. Budget Public Hearing**
April 8 – April 9, 2015 **1:00 pm – Budget Public Hearings**
April 21, 2015 **Budget Markup**
April 28, 2015 **Includes Budget Adoption/** **Public Comment**

May 12, 2015
June 2, 2015
June 23, 2015 **Public Comment**
July 28, 2015 **Public Comment**
September 22, 2015
October 6, 2015
October 20, 2015 **Public Comment**
November 17, 2015
December 8, 2015 **Public Comment**

Board Agenda Item
September 9, 2014

ACTION – 2

Presentation of the Delinquent Tax List for Tax Year 2013 (FY 2014)

ISSUE:
Presentation to the Board of the annual list of delinquent real estate, personal property, and business, professional, occupational license (BPOL) taxes; presentation of the annual list of small uncollectable accounts. Review of delinquent collection program.

RECOMMENDATION:
The County Executive recommends that (1) staff continue to pursue the collection of delinquent taxes found in Attachment A, and continue collection of non-tax delinquencies; and, (2) the Board remove certain small uncollectable overdue accounts listed in Attachments D and E pursuant to Virginia Code § 58.1-3921.

TIMING:
Routine.

BACKGROUND:
In accordance with State Code, the Department of Tax Administration (DTA) has prepared a list of delinquent taxpayers for tax year 2013 (FY 2014) for Board consideration (Attachment A). DTA and its agents will continue to pursue the collection of all taxes and other charges due that are within the statute of limitations in accordance with Virginia Code §§ 58.1-3933 and 58.1-3940.

Presented below is a summary of delinquent taxes still outstanding for Tax Year 2013, as of June 30, 2014:

Tax year 2013 (FY 2014)

	Accounts	Local Tax Amount
Real Estate	2,543	$ 7,257,525
Personal Property – Vehicles	37,281	$ 5,010,087
Business Personal Property	1,896	$ 4,911,411
Public Service Corp. Properties	4	$ 14,848
BPOL	2,846	$ 3,727,891
Total	44,570	$ 20,921,762

The list being presented to the Board is a "snapshot" of outstanding delinquent taxes as of June 30, 2014. This includes delinquent taxpayers who may already be on a payment plan, and delinquencies of taxpayers in bankruptcy.

For perspective, the total amount of all unpaid current year taxes, or $20.92 million, represents less than 1% of the levy for Tax Year 2013 (FY 2014). This is consistent with prior years. Of the $5,010,087 in delinquent vehicle taxes, $1,171,378 is from business owned and used vehicles, and $3,838,709 is from personal property taxes on personally owned and used vehicles.

With outstanding support from the Sheriff's Office, the Police Department, and the Office of the County Attorney, DTA and its collection agents utilized a broad array of collection tools throughout FY 2014 to pursue delinquent accounts. Among other things, these tools include the use of computer-generated letters; telephone calls; statutory summons authority; payment plans; bank and wage liens; set-offs against income tax refunds; booting and towing of vehicles; and, the seizure of equipment.

In accordance with Virginia law, DTA also has an agreement with the Virginia Department of Motor Vehicles (DMV) whereby vehicle registrations are withheld from citizens who have delinquent personal property taxes. A total of 50,848 accounts with DMV holds were successfully collected in FY 2014.

As noted, DTA engages in major outsourcing for delinquent collections. Pursuant to Virginia Code § 58.1-3958 and by prior Board action, the private collection agents are compensated by a 20% fee added to the total delinquency, enabling the County to reduce program expenditures. DTA still provides substantial account research, reconciliation, adjudication and oversight in support of the collection efforts. Outsourcing the bulk of collections continues to be a very productive and successful partnership.

The collection agent for personal property, BPOL, and parking tickets is a Fairfax County company, Nationwide Credit Corporation (NCC). NCC collected $9.91 million in delinquent personal property taxes and vehicle registration fees and $0.9 million in delinquent BPOL revenue in FY 2014.

These results were achieved through a robust collection program that included more than 1.7 million telephone calls using automated outbound dialing technology. In addition, NCC sent more than 116,000 dunning letters, issued approximately 26,000 bank and wage liens, processed just over 2,000 boot and tow orders in concert with the Sheriff's Office, and pursued judgments in General District Court. DTA staff provides the review and direct authorization of all NCC seizure activities.

In addition to delinquent taxes, parking ticket collections are also outsourced. Citation Management, a division of Duncan Solutions, handles front end ticket processing and current collections for DTA. NCC pursues the collection of delinquent parking tickets.

FY 2014 ticket collections totaled approximately $3.1 million. Part of this revenue came from more than 7,032 DMV holds successfully collected in FY 2014. NCC collected $556,590 in delinquent tickets based on more than 34,000 telephone calls using automated outbound dialing technology. In addition, NCC sent more than 7,200 dunning letters and issued more than 3,800 bank and wage liens for parking tickets. A significant amount of the uncollected revenue is from single-issue tickets and from violators outside of Fairfax County (see Attachment B).

The private law firm of Taxing Authority and Consulting Services (TACS), based in Richmond, Virginia, handles delinquent real estate accounts. TACS collected approximately $8.1 million in delinquent real estate taxes for Fairfax County in FY 2014. With coordination from DTA, TACS also initiated the litigation process to collect approximately $230,000 in delinquent taxes from the potential sale of 13 parcels at public auction. Finally, TACS collected $38,320 in FY 2014 for contempt of court fines and civil penalties for zoning violations.

Although most of the County Attorney collections have likewise been outsourced to TACS, the County Attorney's Office still directly handles bankruptcy collection cases. A total of 215 new bankruptcy collection cases were opened in FY 2014, and $1.04 million was collected from all bankruptcy matters.

Thanks to all of these combined efforts, the County collected more than $25.9 million in net delinquent taxes in FY 2014 for all prior tax years. In partnership with its private collection agents, staff will continue collection efforts in FY 2015 on all delinquent taxes and other charges authorized by law.

Strong collection efforts are also reflected in the current year tax collection rates:

	FY 2014
Real Estate	99.71 %
Personal Property (local share)	97.15 %
BPOL	95.64 %

On July 31, 2012, the Board adopted new ordinance sections that established a uniform bad check fee of $50, and instituted late payment penalties and interest for

delinquent non-tax receivables. Implementation of the bad check fee became effective immediately. The late payment penalty and interest for non-tax delinquencies became effective on an agency-by-agency basis depending on the capacity and cost-effectiveness of necessary changes to agency billing systems. In the meantime, penalties and interest are automatically added to the delinquent account once referred to NCC.

FY 2014 was the first full year of the non-tax delinquent collection program in DTA. In addition to collections, DTA has worked with agencies to improve billing operations, clarify the potential collection actions to be taken, and standardize the use of Set-Off Debt opportunities and referral to NCC. The individual agencies, and in some cases DTA, pursue initial collection efforts. After the statutory period of 180 days, delinquent accounts are referred to NCC. Working together with multiple agencies and NCC, this program generated approximately $1,997,000 in FY 2014.

Of this amount, $1.25 million stems from Commercial Disposal (dump) fees in the Department of Public Works & Environmental Services (DPWES) and the collection of Fire Inspection Fees, to include the collection of late fees. DPWES changed their internal billing system to accommodate the collection of almost $78,000 in penalties and interest. The Fire Department was the first agency to migrate to a new collection module developed in FOCUS. Their switch from an internal billing system enabled them to collect approximately $52,000 in late fees.

NCC collected a total of $564,435 in delinquent non-tax revenue for agencies such as the Office for Children, Fire, Police, Health, DPWES, Community Services Board and Housing. DTA also collected $182,000 for multiple agencies, of which $87,433 came from increased automation and participation in the state's Set-Off Debt Program. DTA also oversees the collection of Grass Mowing Fees, and a copy of the last quarterly grass mowing report is provided in Attachment C.

Finally, Virginia Code §§ 58.1-3921 and 58.1-3924 state that upon submission to the Board of a list of small tax amounts for which no bills were sent (Attachment D) and a list of small uncollected balances of previously billed taxes (Attachment E), credit shall be given for these uncollected taxes. The lists presented in Attachments D and E average $1.80 per account:

	Accounts	Dollars
Real Estate	6,808	$ 2,300
Personal Property	20,034	$ 45,911
TOTAL	26,842	$ 48,211

FISCAL IMPACT:
None. Collection agents collect their fee directly from the delinquent taxpayers, not to exceed 20% of the amount collected plus administrative costs as specified by law.

ENCLOSED DOCUMENTS:
Attachment A - Delinquent Taxpayers for Tax Year 2013 (FY 2014)
Attachment B - Statistical Profile of Unpaid Tickets
Attachment C - Status of Grass Mowing Collections
Attachment D - Tax Year 2013 accounts valued less than $5 that were not billed
Attachment E - Tax Year 2013 "balance due" accounts of less than five dollars

(Attachments A, D and E listed above are computer printouts which will be made available in the Board Conference Room on September 9, 2014, from 9:00 A.M. - 4:30 P.M.)

STAFF:
Susan W. Datta, Chief Financial Officer
Kevin C. Greenlief, Director, Department of Tax Administration
E. Scott Sizemore, Director, Revenue Collection Division, DTA
Juan B. Rengel, Assistant Director, Revenue Collection Division, DTA
John W. Burton, Assistant County Attorney

ATTACHMENT B

Unpaid Ticket Category, FY 2014	Tickets	Amount
In Fairfax	11,827	1,008,866
In VA/Outside FFX	2,490	217,737
Outside VA	5,365	489,904
Subtotal:	**19,682**	**1,716,507**
Average Amount Due Per Ticket:		**$87**

Unpaid Ticket Aging Report - FY 2014	Tickets	Amount
< 60 days	3,548	$265,644
61-90 days	1,213	$103,666
91-120 days	877	$75,847
120-150 days	701	$60,944
150-180 days	705	$58,149
Over 180 days	12,638	$1,152,257
	19,682	**$1,716,507**

[Excludes tickets still pending DMV match]

(As of 6/30/2014)

County of Fairfax, Virginia

MEMORANDUM

Date: July 7, 2014

To: Jeff Blackford, Director
Department of Code Compliance

From: Juan Rengel, Assistant Director
Revenue Collection Division
Department of Tax Administration

Subject: Grass Mowing Collections – Quarterly Status Report

The following is the status of our Grass Mowing Collections in support of DPW&ES since program inception in April, 2008:

- DTA has received a total of 745 invoices from DPW&ES, totaling $234,685
- DTA has collected on 688 invoices totaling $183,835
- DTA is still pursuing collection on 57 invoices totaling $50,850
- Collection rate for mowing charges referred to DTA is currently 78%

Delinquent mowing fees are included in our monthly real estate delinquent billing process. DTA will also attempt to collect on these fees using a combination of telephone calls, collection letters, bank liens, wage liens and boot/tows before referring unpaid fees to our collection attorney for further collection action.

During the last quarter, the collection rate decreased significantly. This resulted from adding an invoice in the amount of $41,009.85, pursuant Section 46-1-4(b) of the Fairfax County Code of Ordinances, for an abatement of a public safety menace that involved an emergency partial demolition of a property in the Dranesville District. This property is part of an active bankruptcy and reflected in the totals above.

Please contact Lucas Baranyk of my staff, at 703-324-2409, if you have any questions in this regard.

LAB/JBR

DEPARTMENT OF TAX ADMINISTRATION (DTA)
REVENUE COLLECTION DIVISION
12000 Government Center Parkway, Suite 223
Fairfax, VA 22035
Phone: 703-324-2550
TTY 703-222-7594; Fax: 703-324-3935
www.fairfaxcounty.gov/dta

cc: Susan W. Datta, Chief Financial Officer
Robert A. Stalzer, Deputy County Executive
David Rohrer, Deputy County Executive
Kevin C. Greenlief, Director, DTA
E. Scott Sizemore, Director, Revenue Collection Division, DTA
Kimberly Sebunia, Collection Manager, DTA
Lucas Baranyk, Delinquent Collection Manager, DTA
Jessenia Ramirez, Administrative Assistant to the Director, DTA
James W. Patteson, Director, DPW&ES
Bill Hicks, Director, Maintenance & Stormwater Management Div., DPW&ES
Randy Bartlett, Director, Stormwater Management Program, DPW&ES
Karen McClellan, Operations Manager, Code Compliance, DCC
Steve Mason, Supervisor, Code Compliance, DCC
Sandra Harrington, Administrative Services Manager, DCC
Cathy Wenk, Management Analyst III, DPW&ES
Janet L. Grubb-Webber, Engineer III, DPW&ES
Marcia Wilds, Revenue & Economic Analysis Coordinator, DMB

Board Agenda Item
September 9, 2014

ACTION - 3

Renewal of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force

ISSUE:
Board approval of a Memorandum of Understanding between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration (DEA) Task Force authorizing the assignment of two detectives to the DEA Task Force. Both detectives will be physically detailed to and working out of the Northern Virginia area office.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Chief of Police to sign the Memorandum of Understanding between the Police Department and the DEA Task Force (HIDTA Task Force Group 1 and HIDTA Task Force Group 5).

TIMING:
Board action is requested on September 9, 2014.

BACKGROUND:
In supporting the regional effort toward intervention and suppression of trafficking in narcotics and dangerous drugs, the Fairfax County Police Department recognizes the need to continue to be a lead agency within the Drug Enforcement Administration Task Force. Participating in a partnership with the Task Force will allow the Department to meet some fixed expenses such as rental vehicles, radios, and some overtime.

Under this agreement renewal, the DEA Task Force and the Fairfax County Police will work to facilitate sharing information in an effort to suppress and disrupt drug trafficking, gather and report intelligence data relative to narcotics activities, and conduct undercover operations that are associated with the culture of illegal narcotics and drug trafficking.

The assigned Fairfax County detectives will be members of the DEA Task Force engaged in specific, directed investigations, and intelligence gathering designed to support the prosecution and disruption of narcotics crime in the Northern Virginia area.

Board Agenda Item
September 9, 2014

FISCAL IMPACT:
None

ENCLOSED:
Attachment 1: State and Local Task Force Agreement between Fairfax County Police Department and the Drug Enforcement Administration

STAFF:
David M. Rohrer, Deputy County Executive
Colonel Edwin C. Roessler Jr., Chief of Police
Karen L. Gibbons, Senior Assistant County Attorney

ATTACHMENT 1

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
Fairfax County Police Department

This agreement is made this 30th day of September 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Fairfax County Police Department (hereinafter "FCPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Washington, DC area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, DC, the parties hereto agree to the following:

1. The HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12) will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Washington, DC area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the District of Columbia.

2. To accomplish the objectives of the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12), the FCPD agrees to detail two (2) experience officers (one (1) officer to HIDTA Task Force Group 1 (11) and one (1) officer to HIDTA Task Force Group 5 (12)) for a period of not less than two years. During this period of assignment, the FCPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The FCPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The FCPD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12), DEA will assign five (5) Special Agents to the Task Forces. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the two officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12), the FCPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the FCPD for overtime payments made by it to the two officers assigned to the HIDTA Task Force Group 1 (11) and HIDTA Task Force Group 5 (12) for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,374.00), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the FCPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The FCPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The FCPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The FCPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The FCPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The FCPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The FCPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the FCPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the FCPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 29, 2015. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by FCPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

Karl C. Colder
Special Agent in Charge
Washington Division

For the Fairfax County Police Department:

_____ Date: _____

Edwin C. Roessler, Jr.
Chief
Fairfax County Police Department

Board Agenda Item
September 9, 2014

ACTION – 4

Approval of a Tysons Interim Metrorail Public Commuter Park-and-Ride Lot Agreement

ISSUE:
Board approval of a Tysons Interim Metrorail Public Commuter Park-and-Ride Lot Agreement with WRIT, LP, for 7900 Westpark Drive, McLean, Virginia 22102.

RECOMMENDATION:
The County Executive recommends that the Board approve the Tysons Interim Metrorail Public Commuter Park-and-Ride Lot Agreement, with WRIT, LP, for 7900 Westpark Drive, McLean, Virginia 22102 ("the Property") and authorize him to sign the agreement.

TIMING:
The Board should act on this item on September 9, 2014, so the Property owner, WRIT, LP, can take all necessary steps to allow the use of existing parking spaces, located at 7900 Westpark Drive, by Metrorail riders.

BACKGROUND:
In its June 22, 2010, approval of the Tysons Comprehensive Plan amendment, the Board of Supervisors (BOS) approved a number of Follow On Motions. Interim commuter parking at the four new Metrorail Stations in Tysons is addressed in Motion 14 which states "The Board directs staff to explore options for providing commuter parking at Metrorail station(s) in Tysons Corner on an interim basis until Tysons development reaches a level where such commuter parking is not practical or desirable."

To implement this motion, Fairfax County Department of Transportation (FCDOT) staff investigated the zoning regulations governing the provision of commercial parking in Tysons. In most cases, a public commuter park-and-ride lot agreement, approved by the Board of Supervisors, is required to allow commercial parking. Such an agreement can contain any terms the Board of Supervisors deems appropriate. To solicit interest in forming agreements to provide interim Metrorail parking in Tysons, FCDOT released the Tysons Interim Metrorail Parking Request for Interest (RFI) in November 2012.

Representatives from Washington Real Estate Investment Trust, the company that manages this Property, responded to the RFI on behalf of WRIT, LP, with a proposal to

allow the use of 100 parking spaces, located in the existing parking structure on the site, for Metrorail riders, on an interim basis. Located on the northeast corner of the Westpark Drive/Jones Branch Drive intersection, the property is approximately ½ a mile from the Tysons Corner Metrorail Station. The property is also served by Fairfax Connector Route 423, one of the new Fairfax Connector Tysons circulator routes, which provide connections to both the Tysons Corner and Spring Hill Metrorail Stations, with 10 minute frequencies during peak periods. The site is situated to serve the interim Tysons Metrorail parking needs of the Tysons, McLean and Great Falls communities.

The site contains a total existing parking supply of 1,528 spaces intended to serve the existing 527,775 GSF office uses on the site. The property is currently undergoing a major renovation, requiring a substantial portion of the existing office space on the site to be vacant for the term of this agreement. This agreement is dependent on the reduced occupancy of the existing office buildings located on the site. If the occupancy level of the existing office buildings exceeds or is anticipated to exceed 70 percent, this agreement shall be terminated, for cause, following termination procedures outlined in the agreement.

FCDOT staff has worked in coordination with the Fairfax County Attorney's Office, the Fairfax County Department of Planning and Zoning and Washington Real Estate Investment Trust/WRIT,LP, to develop the attached Tysons Interim Metrorail Public Commuter Park-and-Ride Lot Agreement. The following are some key points of the agreement:

- The Owner will pay all costs associated with maintenance and operation of the interim Metrorail parking lot.
- The Owner will determine what fees to charge for parking and will retain all fees collected.
- All parking spaces provided will be made available for commuter parking from 5 a.m. until 8 p.m., Monday through Friday.
- The agreement will last for a period of 18 months, but can be terminated by either party with 90 days written notice.
- This agreement is similar to an agreement previously executed with Cityline for 711 parking spaces at the McLean Metrorail Station.

FISCAL IMPACT:
None. All costs associated with implementing, operating and maintaining the commuter parking lot will be the sole responsibility of the parking lot operator/owner and all revenues will accrue to the parking lot operator/owner.

Board Agenda Item
September 9, 2014

ENCLOSED DOCUMENTS:
Attachment I: Tysons Interim Public Commuter Park-and-Ride Lot Agreement with WRIT, LP, for 7900 Westpark Drive, McLean, Virginia

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Daniel B. Rathbone, Chief, Transportation Planning Division, FCDOT
Leonard Wolfenstein, Chief, Transportation Planning Section, FCDOT
Kris Morley-Nikfar, Transportation Planner, Transportation Planning Division, FCDOT

Attachment I

PUBLIC COMMUTER PARK-AND-RIDE LOT AGREEMENT

This Agreement, made this _____ day of _____, 2014, by and between (a) WRIT, LP, having an address of 7900 Westpark Drive, McLean, Virginia 22102, and its successors-in-interest ("Owner"); and (b) the BOARD OF SUPERVISORS OF FAIRFAX COUNTY (the "County"), a body politic of Virginia, having an address of 12000 Government Center Parkway, Fairfax, Virginia 22035.

WHEREAS, County continues to support public transportation services, facilities, and commuter park-and-ride lots as effective traffic mitigation facilities; and

WHEREAS, the Owner intends to operate a paid parking garage on the property located at 7900 Westpark Drive, Tysons Corner, Virginia 22102 (the "Parking Garage"); and

WHEREAS, County desires to enter into an agreement with the Owner regarding the provision by the Owner of parking spaces in the Parking Garage to be available for public commuter parking; and

WHEREAS, the Owner has agreed to make approximately one hundred (100) spaces in the Parking Garage available for use by the general public, for public commuter parking, on weekdays (other than holidays) between 5:00am and 8:00pm; and

WHEREAS, the Owner is the owner of the property on which the Parking Garage is operated;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth below, the Owner and the County agree as follows:

1. One hundred (100) parking spaces, on the P1 level of the parking garage, which are shown on the plan attached hereto and incorporated herein as Exhibit I (the "Commuter Spaces"), will be marked and reserved for use by the general public, for commuter parking, including, without limitation, commuters, who will carpool, vanpool, or ride public transportation.

2. The Owner may charge for parking in the parking garage, including, without limitation, the Commuter Spaces. The amount of the charge is solely determined by the Owner. On-site signage will be posted by the Owner, in compliance with applicable County regulations, stating the location and charge for parking in the Parking Lot. If the County installs off-site signage, it will do so in coordination with the Owner. The County will post, on its website, the location and fee for parking in the Parking Garage as established from time to time by the Owner.

3. On-site signage must be displayed clearly indicating the "temporary" nature of the interim commuter parking spaces.

4. All maintenance of the Parking Lot shall be done by the Owner. That includes: lighting, sweeping, trash removal, and snow removal with respect to the Commuter Spaces.

5. The Owner shall monitor and enforce all parking regulations concerning where and when parking shall be permitted, consistent with this Agreement and Owner's general practices regarding parking in the Parking Garage. The Parking Garage shall be patrolled periodically to ensure commuter parkers are not utilizing spaces outside of those designated for commuter use. Parking in the Commuter Spaces is only required to be made available to the general public, as described in paragraph 1, above, between the hours of 5 a.m. and 8 p.m., Monday through Friday (other than holidays). The Owner may use the Commuter Spaces for any other purpose at all other times, such as, by way of example and not of limitation, reserving the Commuter Spaces for use by specified companies or individuals.

6. County shall be permitted to include this location as a Commuter Parking Area in promotional literature about commuter parking lots located in Fairfax County.

7. The parties agree that this Agreement shall be effective on the date that it is executed by all parties hereto, and shall continue for 18 months; provided, however, that either party shall have the right to terminate this Agreement in its entirety or as applied to portions of the Parking Garage or Commuter Spaces upon at least ninety (90) days written notice to the other party.

8. This agreement is dependent on reduced occupancy of the existing office building located on the site. If the occupancy level of the existing office building exceeds or is anticipated to exceed 70%, this agreement shall be terminated, for cause, following the termination procedures outlined in paragraph 7 above.

9. All notices under this Agreement shall be in writing and shall be sent by hand delivery, overnight express delivery or certified U.S. Mail, return receipt request, addressed as follows:

   As to County:
   Mr. Thomas P. Biesiadny, Director
   Department of Transportation
   4050 Legato Road, Suite 400
   Fairfax, Virginia 22033-2895

   As to Owner:
   Tabitha Brittain
   Director of Property Management, Office Portfolio
   Washington Real Estate Investment Trust
   on behalf of WRIT, LP
   6110 Executive Boulevard Suite 800
   Rockville, MD 20852

Such notices shall be effective when delivered (in the case of hand-delivery), the business day after mailing (in the case of overnight express delivery) or three (3) business days after mailing (in the case of certified mail). Either party may change its addresses or addressees for notice by given notice to the other party in accordance with this paragraph.

10. Nothing in this Agreement shall be construed or interpreted as creating a license, easement or other property right in favor of the County or the general public relative to the Parking Garage or other property of the Owner.

11. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

12. If any provision of this Agreement is deemed invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This Agreement shall be governed and construed in all respects as between the Owner and the County, in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law principles. This Agreement is also subject to and conditioned upon compliance with all applicable state and local building codes and zoning requirements.

14. Nothing herein shall be construed by the parties as a waiver of the sovereign immunity of the County of Fairfax.

15. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, member or agent of the parties to this Agreement.

16. Nothing in this Agreement shall be construed as giving any rights or benefits to anyone other than the parties to this Agreement.

17. In the event of the conveyance of this property, the Owner shall provide a copy of this Agreement to the successor-in-interest.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first written above.

COUNTY:
BOARD OF SUPERVISORS OF FAIRFAX COUNTY, a body politic

BY: _____
Edward L. Long Jr
County Executive

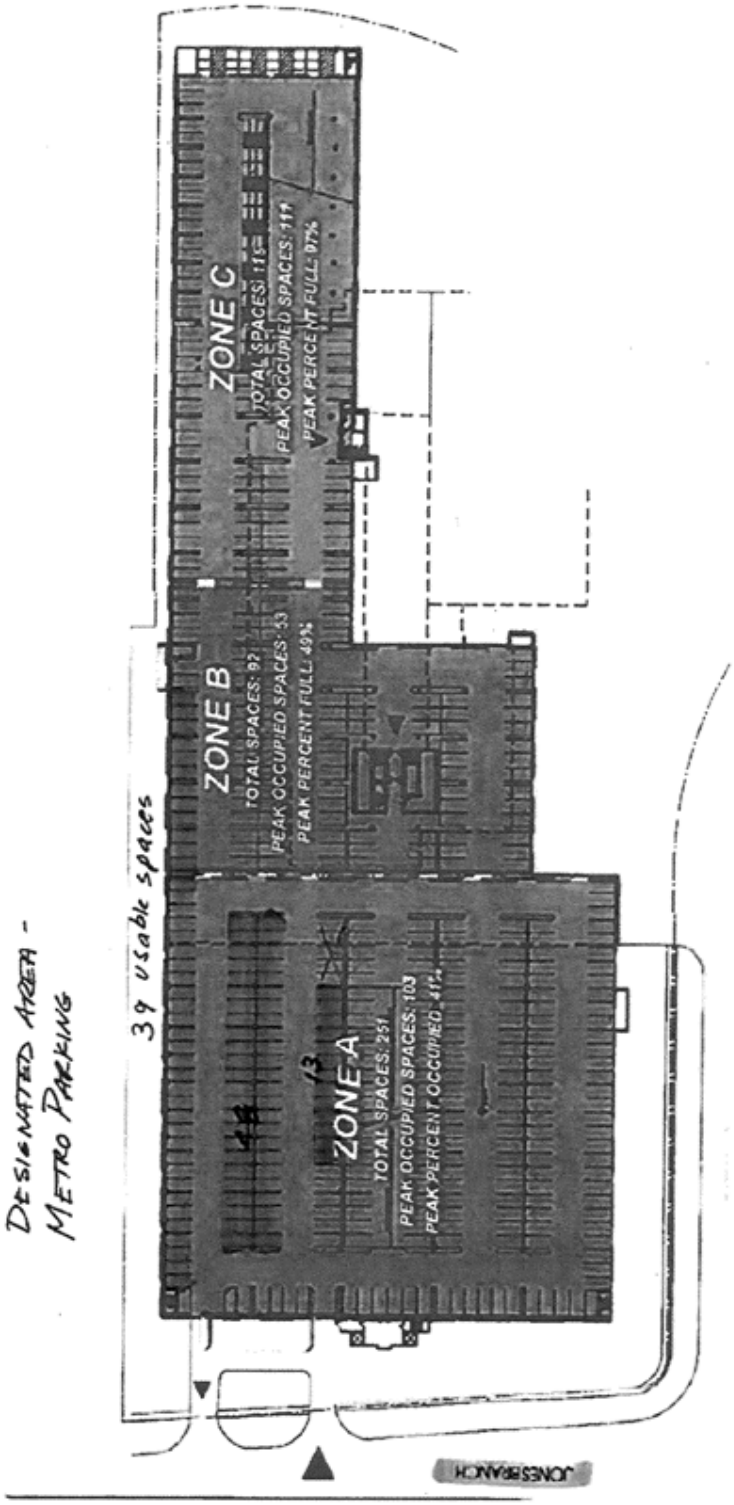
Name of property owner(s):

WRIT, LP

BY: _____
NAME:
TITLE:

_____
Authorized Agent

Exhibit I (The Commuter Spaces)



Board Agenda Item
September 9, 2014

ACTION – 5

Approval of a Letter Granting the Northern Virginia Transportation Commission (NVTC) the Authority to Act as the County's Agent to the Department of Rail and Public Transportation (DRPT)

ISSUE:
Board of Supervisors' authorization for NVTC to act as its agent in business activities with DRPT to include applying for financial assistance, executing agreements, requesting reimbursements, receiving grant revenue, and performing other grant administrative activities with DRPT as required under the terms and conditions of the related grant agreements.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Director of the Department of Transportation to send the attached letter to DRPT granting NVTC the authority to act as the County's agent in relation to DRPT activities.

TIMING:
The Board of Supervisors should act on this item on September 9, 2014, so NVTC can begin administering FY 2015 financial grants on behalf of Fairfax County.

BACKGROUND:
For more than 30 years, the state has disbursed state transit assistance to the Northern Virginia jurisdictions through NVTC. The agent letter notifies DRPT that, pursuant to state law, the Board of Supervisors confirms the designation of NVTC as its agent pertaining to financial grants administration of all DRPT-related projects approved by the Commonwealth Transportation Board in the annual Six Year Improvement Plan (SYIP).

FISCAL IMPACT:
Funding that will be initiated as a result of approval of this item will be provided on a reimbursement basis after the purchase and/or project is completed. The FY 2015 funding in the Six-Year Improvement Program provides the County with $38,474,000 for approved Fairfax County Transit Capital Projects and $14,311,518 for Transit Operating

Assistance. These funds are already included in Fairfax County's FY 2015 Adopted Budget, and there will be no fiscal impact resulting from the approval of this agent letter.

ENCLOSED DOCUMENTS:
Attachment 1: Letter to NVTC Granting Authority to Act as Fairfax County's Agent.

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Noelle Dominguez, Coordination and Funding Division, FCDOT
Patricia McCay, Assistant County Attorney
Malcolm Watson, Transportation Planner, FCDOT

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ms. Jennifer Mitchell
Director
Virginia Department of Rail & Public Transportation
600 East Main Street, Suite 2102
Richmond, Virginia 23219

Reference: Letter Granting the Northern Virginia Transportation Commission (NVTC) the Authority to Act as Fairfax County's Agent in Matters Related to the Department of Rail and Public Transportation (DRPT) Financial and Administrative Activities.

Dear Director Mitchell:

As the duly authorized representative of Fairfax County, I am writing to DRPT that the Fairfax County Board of Supervisors confirms the designation of NVTC pursuant to §15.2-4518 as its agent in all matters pertaining to the DRPT related financial grants administration of all project funding approved by the Commonwealth Transportation Board in the annual Six Year Improvement Program.

By this letter of agent authorization, Fairfax County grants the authority to NVTC to act as their agent in business activities with DRPT to include applying for financial assistance, executing agreements, requesting reimbursements, receiving grant revenue, and performing other grant administrative activities with DRPT as required under the terms and conditions of the related grant agreements. This authorization is intended to allow NVTC to perform these tasks through DRPT's On-Line Grant Administration ("OLGA") system, as necessary. This relationship will remain in force until further notice by a duly authorized representative of Fairfax County.

NVTC will pool the state assistance received by NVTC on behalf of Fairfax County and the other NVTC WMATA jurisdictions, and the state assistance for WMATA received by NVTC as grantee. The pooled funds will be allocated by NVTC's Subsidy Allocation Model (SAM) as provided for by section 58.1-638.A.5 of the Code of Virginia and NVTC resolution.

Sincerely,

Tom Biesiadny
Director

Cc: Members, Board of Supervisors
Robert A. Stalzer, Deputy County Executive

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot

Board Agenda Item
September 9, 2014

ACTION - 6

Adoption of a Resolution of Support for a Break in the Limited Access Line Adjacent to Route 7 (Leesburg Pike) and Route 267 (Dulles Toll Road) (Hunter Mill District)

ISSUE:
Board adoption of the attached resolution supporting a limited access line break adjacent to Leesburg Pike and Dulles Toll Road

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached resolution supporting a limited access line break adjacent to Leesburg Pike and the Dulles Toll Road.

TIMING:
Board Action is requested on September 9, 2014, to allow this request to be forwarded to the Commonwealth Transportation Board to consider this request in October 2014.

BACKGROUND:
With approval of the Comprehensive Plan amendments for the Tysons Corner Urban Center, an urban street grid is envisioned. In the Tysons West area of the Comprehensive Plan, there is one future point of access planned for Leesburg Pike on the southwest side proposed between Westwood Center Drive and the Leesburg Pike and Dulles Toll Road interchange.

The establishment of a limited access line is intended to prevent driveway and street access to a freeway or primary arterial roadway preserving the traffic throughput function of the facility. In this location, the limited access line was established for the interchange area to enhance traffic flow and functionality.

To allow the roadway referenced above to be constructed, a break in the limited access line is necessary. This break is supportable with the urban design concepts envisioned in the Comprehensive Plan and was analyzed as part of the Tysons West Consolidated Transportation Impact Analysis. The analysis found it to be important for providing grid connectivity for the area. Also, while Leesburg Pike is a primary arterial street, its location in the Tysons Urban Center provides opportunities for additional points of street access with logical spacing between intersections.

Board Agenda Item
September 9, 2014

According to Section 24VAC30-401-20 of the Virginia Administrative Code, a request for a change in limited access requires a resolution, letter of support, or formal request, or any combination of these, from the locality within which the changes in limited access are proposed.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I: Resolution
Attachment II: VDOT Traffic Analysis, Scope of Work Document
Attachment III: Location Map

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Dan Rathbone, Chief, Transportation Planning Division, FCDOT
Elizabeth Teare, Office of the County Attorney
Michael A. Davis, FCDOT
Jeffrey C. Hermann, FCDOT

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, September 9, 2014, at which meeting a quorum was present and voting, the following resolution was adopted.

WHEREAS, development of a new grid of connected streets providing alternative pathways for traffic flow is one of the key elements of the new Comprehensive Plan for Tysons, and;

WHEREAS, rezoning application RZ 2011-HM-032, filed on behalf of Tysons West Residential, L.L.C. and JBG/Tysons Hotel, L.L.C. on property identified on the 2014 Fairfax County tax maps as 29-3 ((34)) A, B, C, 1, 2, 3, 4, 5 and 6 (formerly identified as Tax Map 29-1 ((1)) 10D and 29-3 ((20)) C2 and C3), and approved by the Board of Supervisors on September 24, 2013, proposes a new street grid proximate to the Spring Hill Metrorail Station in keeping with the vision for Tysons, and;

WHEREAS, the proposed grid includes a new north-south street connecting Route 7 (Leesburg Pike) and a local street referred to as Cornerside Boulevard, which will significantly improve accessibility to the surrounding area on the south side of Route 7, and;

WHEREAS, the connection of the new north-south street to Route 7 requires approval of a change to a portion of the limited access control adjacent to Route 7 by the Commonwealth Transportation Board, and;

WHEREAS, to process the request, Section 24VAC30-401-20 of the Virginia Administrative Code requires a resolution, letter of support, or formal request, or any combination of these, from the locality within which the change in limited access is proposed,

NOW THEREFORE, BE IT RESOLVED, that this Board, in concept, supports these proposed changes to the limited access control along Route 7, and ;

BE IT FURTHER RESOLVED, that this Board hereby requests, pursuant to Section 24VAC30-401-20 of the Virginia Administrative Code, that the Commonwealth Transportation Board approve the proposed changes to the limited access controls.

A Copy Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

VDOT Virginia Department of Transportation

SCOPE OF WORK FORM

Change in Limited Access Control

(Leesburg Pike) Route 7 at Future Street

Contact Information	
Consultant Name: Tele: E-mail:	Kevin Fellin, P.E. & Robin Antonucci Wells + Associates, Inc. kfellin@mjwells.com & rlantonucci@mjwells.com 703.365.9262
Developer/Owner Name: Tele: E-mail:	**Tysons West** Contact: Michael Skena — JBG Rosenfeld Retail — mskena@jbgr.com — 240.333.3211 Steve Van Dorpe — JBG Rosenfeld Retail — svandorpe@jbgr.com — 301.657.7342

Project Information	
Project Name:	**Global Traffic Analysis** **Tysons West – RZ 2011-HM-032** Change in Limited Access Control Leesburg Pike (Route 7) at proposed Future Street
Project Location:	The properties comprising the Tysons West generally are located south and west of Leesburg Pike (Route 7), south of the Dulles Toll Road (Route 267), and north of Westwood Center Drive (Route 5061) in the Hunter Mill Magisterial District as shown on **ATTACHMENT 1**. Route 7 is part of the National Highway System (NHS). The requested change in the Limited Access control along Route 7 would be located approximately 300 feet (north)west of the Leesburg Pike (Route 7)/Westwood Center Drive (Route 3888) intersection as measured centerline to centerline and shown in **ATTACHMENT 2.**
Project Description:	In July 2011, Tysons West Residential, L.L.C. and JBG/Tysons Hotel, L.L.C. (the "Applicants") filed a rezoning application (RZ 2011-HM-032) on a 16.02-acre consolidation in Fairfax County. The application was approved the by the Board of Supervisors (the "Board") on September 24, 2013 subject to proffers dated August 23, 2013 (See **ATTACHMENT 3**). The Board's approval permits the Applicants to construct a new transit-oriented development at the Spring Hill Metrorail Station, which is scheduled to begin operations on July 26, 2014. In support of this new development, the Applicants/Requestors have committed to provide a grid of streets as recommended by the Comprehensive Plan and as further refined in consultation with VDOT and FCDOT (Fairfax County Department of Transportation). One of the key elements of the planned grid is the dedication of right-of-way for the future connection of Sheraton Tysons Drive to the Dulles Toll Road. Two other key grid connections serving the area are Cornerside Boulevard and Future Street. A copy of the Conceptual Development Plan

	(CDP) is provided herein as **ATTACHMENT 4**. According to VDOT, a change in Limited Access Control is needed in order to facilitate the connection of Future Street to Route 7. It should be noted that an Access Management Exception Request (AM-1) was approved by VDOT on May 8, 2013 and the Board of Supervisors approved the Future Street connection to Route 7 as part of the applications approved CDP/FDP. In November 2005, the Commonwealth Transportation Board (the "CTB") adopted revisions to a Department Policy Memorandum (DPM 2-11) addressing disposal of access rights and conditions under which access would be allowed to adjoining properties. This action rescinded DPM 2-11 and adopted the Limited Access Policy presented as 24 VAC20-401 on November 16, 2005. The CTB subsequently approved amendments to this regulation on October 15, 2009. According to 24VAC30-401-20, changes in Limited Access control will only be considered by the CTB in limited, special situations. Further, the CTB will not consider such a change without a written determination from the Chief Engineer. To that end, any proposed change in LA shall be made in writing to the [local] District Administrator and must be accompanied by the following: (a) a resolution from the locality where the change in LA is requested; (b) a Global Traffic Analysis; and (c) an environmental review if necessary. As outlined above, the Requestor has proposed a scope of work associated with the Global Traffic Analysis; determined an Environmental Quality (EQ) 112 document will need to be completed, and will secure a BOS resolution of support for a change in Limited Access Control.
Locality/County:	Fairfax County (Tysons), Virginia
Proposed Use:	Future Street's approach to Route 7 is proposed to be STOP controlled and a right-out only driveway to Route 7. The Applicant received approval from the Fairfax County Board of Supervisors to enhance their existing mix of uses (hotel, retail, and office space) with the following new uses: 387,000 GSF of office uses (380,000 GSF of office uses plus 7,000 GSF of public space), 700,000 GSF of residential uses (669 dwelling units), and 100,000 GSF of retail uses A copy of the trip generation analysis based on the VDOT accepted Chapter 870 TIA is provided herein as **ATTACHMENT 5**.

Traffic Impact Analysis Assumptions

Study Period	Existing Year: 2008	Build-out Year: 2020	Design Year: 2030
Study Area	The study area boundary includes one signalized intersection east and west of the subject planned connection along Route 7. Study intersections are shown on **ATTACHMENT 6** and include: 1. Route 7 and the Dulles Toll Road Eastbound Off-Ramp (existing), 2. Route 7 and Tyco Road/Westwood Center Drive (existing), 3. Westwood Center Drive and Cornerside Boulevard (existing), 4. Westwood Center Drive and Sheraton Tysons Drive (existing), 5. Cornerside Boulevard and Future Street (future), and 6. Route 7 and Future Street (future).		
Planned/Proffered - Road Improvements	As reflected in **ATTACHMENT 3** and shown on **ATTACHMENT 4**, the Applicant/Requestor has committed to provide a number of transportation improvements/enhancements, which shall be reflected in the total future conditions analyses and are listed below:		

	1. Improvement of Westwood Center Drive from Route 7 south to Sheraton Tysons Drive to provide two lanes in each direction with an additional northbound lane at Route 7. 2. Improvements to Sheraton Tysons Drive to provide a three-lane, local street 3. Extension/improvement of Ashgrove Lane as a local street with two travel lanes (one in each direction and curbside parking lanes 4. Construction of Cornerside Boulevard as a two-lane, local street 5. Construction of Future Street as a private, right-out only connection to Route 7 (which according to VDOT requires a change in Limited Access Controls) 6. Construction of a new traffic signal at the intersection of Westwood Center Drive and Cornerside Boulevard In addition to those roadway improvements listed above, the Spring Hill Metrorail Station is scheduled to begin operating on July 26th. Therefore the impact of frequent rail service will also be considered.
Crash Data	Crash data for the study area road segment along Route 7 will be requested from VDOT for the following two (2) locations: 1) Leesburg Pike (Route 7)/Westwood Center Drive (Route 3888)/Tyco Road (Route 3888) 2) Leesburg Pike (Route 7)/Dulles Toll Road (Route 267) Eastbound off-ramp A crash hazard analysis will be completed and included in the report for the most recent 5 year period.
Traffic Data / Future Forecasts / No Build / Build Assumptions	**Existing Baseline Conditions - 2008** AM and PM peak hour traffic counts collected in 2008 at the existing study intersections were obtained from other traffic impact studies completed in the site vicinity and conducted by Wells + Associates, as well as from VDOT Synchro 7 files. Due to the Silver Line, the Spring Hill Road widening project and the I-495 Express lane construction, and in consultation with FCDOT and VDOT staff during the scoping of the Chapter 870 (formally 527) traffic study for this application, it was determined that 2011 traffic counts would not be representative of typical/normal operating conditions. As a result, VDOT and FCDOT recommended the use of 2008 baseline traffic count data. For consistency with the Chapter 870 TIA, it is proposed that the 2008 traffic counts referenced above continue to be used in the assessment of baseline conditions for this request. **2020 and 2030 Future Forecasts and Grid Assumptions** Consistent with other GTA's conducted in Tysons Corner, it is proposed that 2020 and 2030 future forecasts and general assumptions from the VDOT accepted Chapter 870 (formally 527) traffic study will be used to complete this request. 2020 traffic forecasts will include a 0.85 percent growth rate, compounded annually, the future Spring Hill Metrorail station kiss&ride facility, and the following approved land use applications: Spring Hill Station [FDP approved site(s) only] and Tysons West (Building "D" – Walmart/Office). It should be noted that even though the Tysons West – Building "D" (Walmart/Office) is currently constructed and occupied, it was not at the time of the 2008 traffic counts and therefore is included herein as a pipeline development. 2030 traffic forecasts will include a 0.85 percent growth rate, compounded annually, and the approved developments listed above. Trip generation analyses for each of the pipeline developments are included in **ATTACHMENT 7**. The No Build and Build future traffic forecasts for both 2020 and 2030 will be analyzed with and without the Future Street connection under the Planned/Proffered Road Improvements section above. This is consistent with the accepted traffic study. Future lane use and traffic controls for the No Build and Build scenarios are shown on **ATTACHMENT 8. The travel lane geometry and operation along Route 7 is summarized on ATTACHMENT 9**.

Trip Distribution	Consistent with the accepted October 15, 2012 Tysons West TIS, site generated traffic for the proposed Tysons West development are as described below.

Origin/Destination	Residential	Office	Retail
West – Dulles Toll Rd.	9%	8%	14%
North – Route 7	3%	12%	20%
North – Spring Hill Rd.	8%	8%	5%
East –Dulles Toll Rd.	30%	22%	11%
East – Jones Branch Dr.	15%	3%	7%
East – Westpark Dr.	5%	2%	2%
East – Route 123	10%	20%	14%
South – Route 7	10%	10%	14%
South – Old Courthouse Rd.	5%	5%	3%
West – Route 123	5%	10%	8%
West – Spring Hill Rd.	0%	0%	1%
West – Ashgrove Ln.	0%	0%	1%
TOTAL	100%	100%	100%

Peak Period for Study	**AM** **PM**
Study Intersections and/or Road Segments	As shown in **ATTACHMENT 6** and listed below, study intersections include one signalized intersection on Route 7 in each direction from Future Street and the other key intersections immediately adjacent to the proposed improvement. 1. Route 7 and the Dulles Toll Road Eastbound Off-Ramp (existing), 2. Route 7 and Tyco Road/Westwood Center Drive (existing), 3. Westwood Center Drive and Cornerside Boulevard (existing), 4. Westwood Center Drive and Sheraton Tysons Drive (existing), 5. Cornerside Boulevard and Future Street (future), and 6. Route 7 and Future Street (future).
Software Methodology	Synchro software (version 8) with Highway Capacity Manual (HCM) 2000 methodologies will be used to evaluate operational analysis (levels of service and 95th percentile queues) at the study intersections during the AM and PM peak hours. The field measured PHF s will be adjusted to 0.85 < PHF < 0.92 under existing condition. Future conditions 2020 and 2030 will include, a PHF of 0.92 for all approaches at study intersections. Any adjustments to Synchro parameters (such as loss time, minimum all red and yellow, etc.) will be applied to the model consistent with VDOT Traffic Operational Analysis Tool Guidebook (TOATG), version 1.1, where applicable. Existing conditions will include timings received from VDOT prior to construction along Route 7. Pedestrian calls will be evaluated and the future pedestrian volumes will be estimated. Percent heavy vehicles used in the Synchro analysis will be based on the 2008 VDOT traffic count data consistent traffic count data.
Measures of Effectiveness (MOE)	• Operational output metrics will be provided per traffic movement and will include: Level of Service (LOS), delay, 50th percentile queues, and 95th percentile queues. • Crash history for the most recent five (5) year period will be included for Route 7/Westwood Center Drive/Tyco Road and Route 7/Dulles Toll Road Eastbound off-ramp

NOTES on ASSUMPTIONS:

- Specific Synchro parameters will be applied to the model consistent with VDOT Traffic Operational Analysis Tool Guidebook (TOATG), version 1.1.
- The approved access management exception (AME) for Future Street's connection to Route 7 will be referenced and included in the GTA study.
- The approved level of service design waiver for the Route 7/Westwood Center Drive/Tyco Road intersection will be referenced with key pages from the design waiver included in the GTA study.
- A preliminary signal warrant analysis based on average daily traffic (ADT) volumes utilizing ITE methodologies will be included in the GTA study for the future Westwood Center Drive/Cornerside Boulevard traffic signal.
- VDOT's pedestrian project that includes the Route 7 bridge over the Dulles Toll Road will be referenced in the GTA study.
- At the Route 7/Westwood Center Drive/Tyco Road intersection, future pedestrian volumes based on WMATA estimates and/or assumed mode-splits will be forecasted through study intersections and included in the Synchro analysis.
- Any existing design features that are substandard must be documented and approved by VDOT if they are to remain. A summary of those filed and approved to date is included as **ATTACHMENT 10**.
- All new or replacement safety hardware installed on the NHS must be tested and found acceptable in accordance with NCHRP 350 criteria, regardless of funding source.
- A signing and striping plan must be prepared and submitted to VDOT for concurrence.
- Copies of memorandums provided by VDOT covering minor modification to the Interstate system and HCM reporting will be included in the Global Traffic Analysis Study.

SCOPE OF WORK FORM SIGNATURE PAGE

Global Traffic Impact Analysis
Change in Limited Access Control
(Leesburg Pike) Route 7 at Future Street

SIGNED: _____ DATE: 7/22/2014
Applicant or Consultant

PRINT NAME: KEVIN FELLIN
Applicant or Consultant

SIGNED: Paul J. Kraucunas DATE: 7/30/2014
Virginia Department of Transportation Representative

PRINT NAME: Paul J. Kraucunas
Virginia Department of Transportation Representative

R:\PROJECTS\6230 TYSONS WEST-LIMITED ACCESS\SCOPE FOR GTA\6230 SCOPING GRAPHICS_UPDATE.DWG LEA

Attachment 1
Site Location

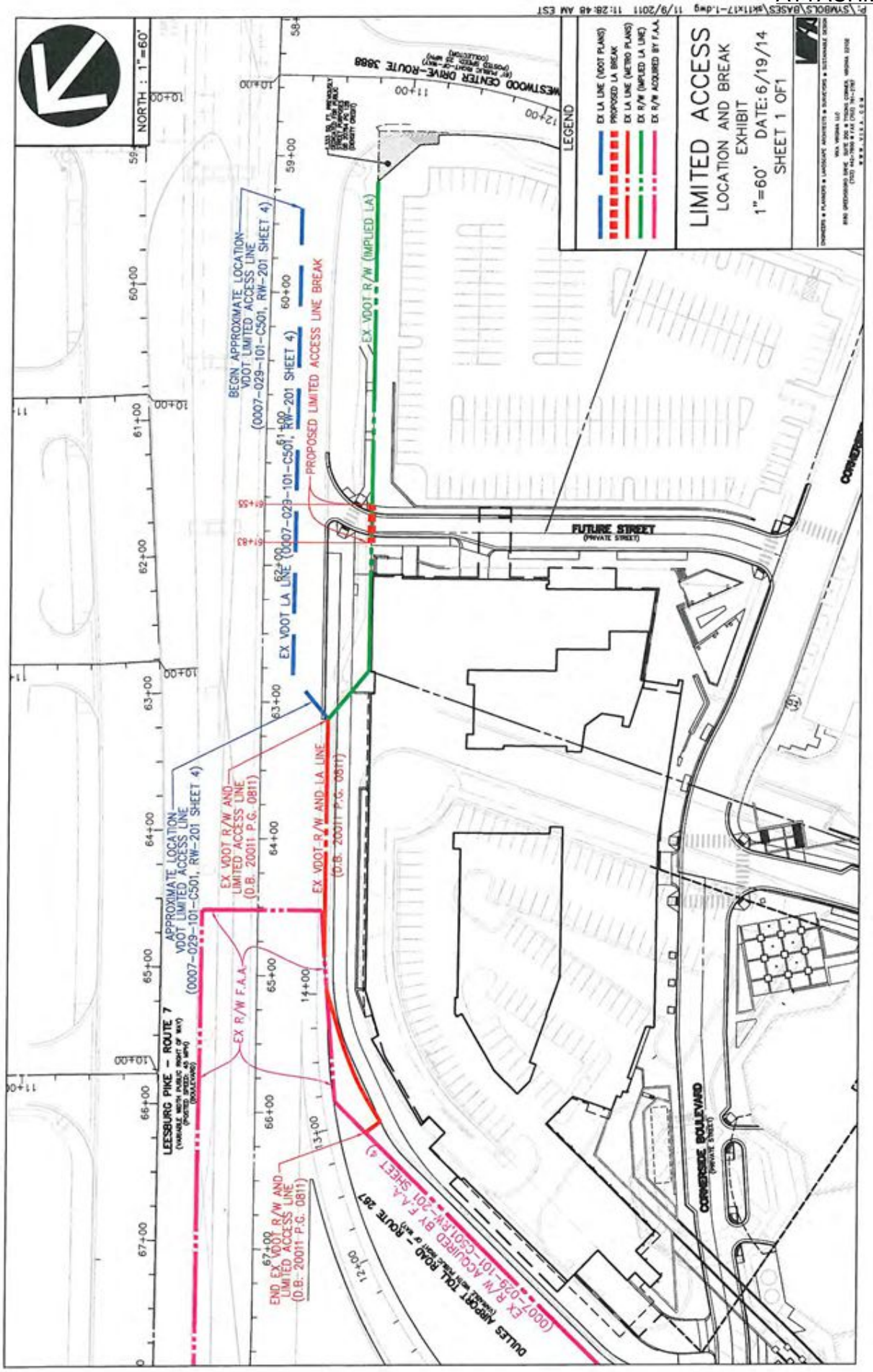
Site Limits

North

Tysons West
Fairfax County, Virginia

Wells + Associates, Inc.

ATTACHMENT 1


LIMITED ACCESS
LOCATION AND BREAK
EXHIBIT
1"=60' DATE: 6/19/14
SHEET 1 OF1
LEGEND
EX LA LINE (VDOT PLANS)
PROPOSED LA BREAK
EX LA LINE (METRO PLANS)
EX R/W (IMPLIED LA LINE)
EX R/W ACQUIRED BY F.A.A.
NORTH : 1"=60'
WESTWOOD CENTER DRIVE-ROUTE 3888
BEGIN APPROXIMATE LOCATION
VDOT LIMITED ACCESS LINE
(0007-029-101-C501, RW-201 SHEET 4)
EX VDOT R/W (IMPLIED LA)
PROPOSED LIMITED ACCESS LINE BREAK
EX VDOT LA LINE (0007-029-101-C501, RW-201 SHEET 4)
FUTURE STREET
(PRIVATE STREET)
APPROXIMATE LOCATION
VDOT LIMITED ACCESS LINE
(0007-029-101-C501, RW-201 SHEET 4)
EX VDOT R/W AND
LIMITED ACCESS LINE
(D.B. 20011 P.G. 0811)
EX VDOT R/W AND LA LINE
(D.B. 20011 P.G. 0811)
EX R/W F.A.A.
LEESBURG PIKE - ROUTE 7
END EX VDOT R/W AND
LIMITED ACCESS LINE
(D.B. 20011 P.G. 0811)
DULLES AIRPORT TOLL ROAD - ROUTE 267
(0007-029-101-C501,RW-201 SHEET 4)
EX R/W ACQUIRED BY F.A.A.
CORNERSTONE BOULEVARD
(PRIVATE STREET)

TRANSPORTATION IMPROVEMENTS

26. Grid of Streets. The Applicants shall construct and place into operation a grid of streets throughout the Property as generally located and depicted on Sheets C-4 and C-7 of the CDP. The functional classification of the streets on and adjacent to the Property is provided below:

Street	Classification
Leesburg Pike	Boulevard
Westwood Center Drive	Collector
Sheraton Tysons Drive	Avenue
Cornerside Boulevard	Local (partially private)
Ashgrove Lane	Local (partially private)
Future Street	Local (private)

A. Public Streets. Those streets constructed within the limits of the Property and identified on the CDP as Westwood Center Drive, Sheraton Tysons Drive, the portion of Cornerside Boulevard between Westwood Center Drive and Ashgrove Lane, and the portion of Ashgrove Lane between Cornerside Boulevard and Sheraton Tysons Drive shall be designed and constructed as public streets. Public street improvements proposed herein shall be subject to VDOT approval and be in general conformance with the *Transportation Design Standards for Tysons Corner Urban Center* (the "Design Standards") of the Memorandum of Agreement approved by the Board of Supervisors on September 13, 2011, as may be amended (the "MOA"), subject to modifications/waivers as may be granted. The Applicants shall design and construct these streets to meet the Design Standards and shall work diligently with VDOT and the County during the FDP and site plan approval processes to ensure that the improvements proposed to existing and new public streets will be accepted into the VDOT system for maintenance. Right-of-way necessary for the existing and new public streets, as may be further qualified by these Proffers, shall be dedicated and conveyed to the Board of Supervisors in fee simple, as applicable, at the time of site plan approval.

The Applicants shall diligently pursue VDOT acceptance of improvements to existing streets and new public streets, for secondary street maintenance in accordance with the process outlined in VDOT's Secondary Street Acceptance Requirements (the "SSAR"), as amended, including VDOT's written certification that such streets and/or improvements have been constructed in a manner consistent with the VDOT approved plans and compliant with all applicable regulations ("VDOT's Written Certification"). In the event the Board of Supervisors has not requested that VDOT accept the dedicated new public streets or improvements into the secondary street network for maintenance within five (5) years of VDOT's Written Certification, such street(s) may be retained by the Applicants upon notification to, and the concurrence of FCDOT, as a private street subject to a public access and maintenance agreement in a form acceptable

to the County Attorney. In such event, a PCA, CDPA and/or FDPA will not be required.

B. Rights-of-Way. The Applicants shall dedicate and convey in fee simple to the Board of Supervisors rights-of-way for each of the public streets listed in Paragraph A above. Further, the Applicants shall reserve for future right-of-way dedication the portion of Ashgrove Lane west of Sheraton Tysons Drive; with such dedication to be provided upon demand by Fairfax County.

Dedication shall include the area of the adjacent landscape amenity panel and sidewalk and shall occur at the time of site plan approval, with the following exceptions:

(i) If at the time of site plan approval it is determined that stormwater management facilities, electric vaults or other similar facilities proposed to be located beneath the landscape amenity panel/sidewalk will prevent VDOT and/or Fairfax County from accepting the landscape amenity panel/sidewalk within the right-of-way, the Applicants shall provide dedication measuring 18 inches from the proposed face of curb line and shall reserve for potential future dedication the landscape amenity panel and sidewalk areas. A temporary public access shall be recorded over the reserved landscape amenity panel/sidewalk areas until such time as they are dedicated. This reservation area shall include easements for the installation of signage necessary for safety and operation of the street as well as parking regulation equipment by VDOT and/or the County. In addition, the Applicants shall provide easements within the amenity panel/sidewalk area for bus shelters as determined at the time of FDP or site plan. Conveyance of the amenity panel/sidewalk areas to the Board of Supervisors shall occur following construction of the street and streetscape improvements and final street acceptance inspection by Fairfax County and/or VDOT subject to the stipulations in these Proffers.

Should it be determined following final street acceptance inspection that the landscape amenity panel and sidewalk areas continue to be unacceptable to VDOT and/or Fairfax County for inclusion in the right-of-way, the reservation of potential future dedication of the landscape amenity panel and sidewalk areas shall be released and the Applicants shall grant a public sidewalk and utility easement, in a form acceptable to the Office of the County Attorney. This easement shall allow for the installation of signage necessary for safety and operation of the street as well as parking regulation equipment by VDOT and/or the County. In addition, in keeping with Proffer 40, the Applicants shall provide easements for bus shelters as determined at the time of FDP or site plan.

(ii) If at the time of site plan approval it is unclear whether stormwater management facilities, electric vaults or other similar facilities proposed to be located beneath the landscape amenity panel/sidewalk will be

acceptable to VDOT and/or Fairfax County, the Applicants shall provide dedication measuring 18 inches from the proposed face of curb line at the time of site plan approval and shall reserve for potential future dedication the landscape amenity panel and sidewalk areas. A temporary public access easement in a form acceptable to the County Attorney shall be recorded over the reserved landscape amenity panel/sidewalk areas until such time as such areas are dedicated. The reservation area shall include easements that allow for the installation of signage necessary for safety and operation of the street as well as parking regulation equipment by VDOT and/or the County. In addition, in keeping with Proffer 40, the Applicants shall provide easements for bus shelters as determined at the time of FDP or site plan. Conveyance of the amenity panel/sidewalk areas to the Board of Supervisors shall occur following construction of the street and streetscape improvements and final street acceptance inspection by Fairfax County and/or VDOT subject to the stipulations in these Proffers.

(iii) Should it be determined following final street acceptance inspection that the landscape amenity panel and sidewalk areas are not acceptable to VDOT and/or the County to be included in the right-of-way, the reservation of potential future dedication of the landscape amenity panel and sidewalk areas shall be released and a public sidewalk and utility easement, in a form acceptable to the County Attorney, shall be granted in its place. This easement shall allow for the installation of signage necessary for safety and operation of the street as well as parking regulation equipment by VDOT and/or the County. In addition, the Applicants shall provide easements within any privately-owned amenity panel/sidewalk area for bus shelters identified on the CDP or any subsequent FDP, as determined at the time of site plan.

C. Naming. The Applicants reserve the right to provide different names for the streets than those shown on the CDP.

27. Westwood Center Drive.

A. The Applicants shall design and construct improvements to Westwood Center Drive along the Property's frontage as generally depicted on Sheet C-4 of the CDP. A one-half section of Westwood Center Drive shall be constructed in general accordance with the typical section depicted on Sheet C-7A, as an undivided four-lane Collector, with two travel lanes in each direction, one bicycle lane in each direction, and variable pavement provided to accommodate optional curbside parking between Cornerside Boulevard and Sheraton Tysons Drive as shown on Sheet C-4 and pavement transitions as may be required by VDOT.

B. Improvements to Westwood Center Drive along the Property's frontages shall include a pavement section designed to accommodate bicycle lanes on both sides of the street. Striping of a bicycle lane shall be subject to the approval of the County and VDOT.

C. The final design of the improvements to Westwood Center Drive as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Westwood Center Drive. The construction of Westwood Center Drive shall be phased in accordance with the Phasing Sheet.

D. Street improvements to Westwood Center Drive shall be undertaken and completed for the entire length of block between two planned streets, however streetscape improvements may be completed on a building frontage basis, unless otherwise determined at FDP. Striping of bicycle lanes along both sides of Westwood Center Drive shall be provided commensurate with the development of Building A, or earlier at the Applicants' discretion.

28. Sheraton Tysons Drive.

A. The Applicants shall design and construct improvements to Sheraton Tysons Drive along the Property's frontage as generally depicted on Sheet C-4 of the CDP. Sheraton Tysons Drive shall be restriped in general accordance with the typical interim section depicted on Sheet C-7A, as a three-lane Local Street with bicycle lanes in each direction, as may be approved by VDOT.

B. The final design of the improvements to Sheraton Tysons Drive as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Sheraton Tysons Drive. The construction of Sheraton Tysons Drive shall be phased in accordance with the Phasing Sheet.

29. Cornerside Boulevard.

A. The Applicants shall design and construct Cornerside Boulevard through the Property as generally depicted on Sheet C-4 of the CDP. It shall be constructed in general accordance with the typical section depicted on Sheet C-7A as a Local Street consisting of two (2) travel lanes (one in each direction) and two parking lanes. South of Ashgrove Lane, Cornerside Boulevard shall be provided as a public street and north of Ashgrove Lane, Cornerside Boulevard shall be provided as a private street. The Applicants shall grant a public access easement over the private street portion of Cornerside Boulevard, in a form acceptable to the Office of the County Attorney.

B. The final design of the improvements to Cornerside Boulevard as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Cornerside Boulevard. The construction of Cornerside Boulevard shall be phased in accordance with the Phasing Sheet.

30. Future Street.

A. The Applicants shall design and construct Future Street through the Property as generally depicted on Sheet C-4 of the CDP. It shall be constructed in general accordance with the typical section depicted on Sheet C-7A as a Local Street consisting of two (2) travel lanes (one in each direction) with a parking lane on the south side of the street. East of the parking garage entrance to Building C, Future Street shall become one-way eastbound, with right turn out only movements permitted at Future Street's intersection with Leesburg Pike. Future Street shall be a private street. The Applicants shall grant a public access easement over Future Street, in a form acceptable to the Office of the County Attorney.

B. The final design of the improvements to Future Street as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Future Street. The construction of Future Street shall be phased in accordance with the Phasing Sheet.

31. Ashgrove Lane.

A. The Applicants shall design and construct Ashgrove Lane through the Property as generally depicted on Sheet C-4 of the CDP. It shall be constructed in general accordance with the typical section depicted on Sheet C-7A as a Local Street consisting of two (2) travel lanes (one in each direction) and two curbside parking lanes. East of Sheraton Tysons Drive, Ashgrove Lane shall be provided as a public street and west of Sheraton Drive, Ashgrove Lane shall be provided as a private street. The Applicants shall grant a public access easement over the private street portion of Ashgrove Lane, in a form acceptable to the Office of the County Attorney.

B. The final design of the improvements to Ashgrove Lane as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Ashgrove Lane and Cornerside Boulevard. The construction of Ashgrove Lane shall be phased in accordance with the Phasing Sheet.

32. Public Street Standards. All public street improvements proposed herein shall be subject to VDOT approval, and shall be in general conformance with standards included in Attachment D (*Transportation Design Standards for Tysons Corner Urban Center*) of the Memorandum of Agreement approved by the Board of Supervisors on September 13, 2011, as may be amended, subject to any permitted modifications and/or waivers that may be granted.

33. Vacations and Abandonments. In the event any public street right-of-way that abuts the Property is vacated and/or abandoned subsequent to approval of this rezoning, such right-of-way area will become zoned to the PTC District pursuant to Sect. 2-203 of the Zoning

30. Future Street.

A. The Applicants shall design and construct Future Street through the Property as generally depicted on Sheet C-4 of the CDP. It shall be constructed in general accordance with the typical section depicted on Sheet C-7A as a Local Street consisting of two (2) travel lanes (one in each direction) with a parking lane on the south side of the street. East of the parking garage entrance to Building C, Future Street shall become one-way eastbound, with right turn out only movements permitted at Future Street's intersection with Leesburg Pike. Future Street shall be a private street. The Applicants shall grant a public access easement over Future Street, in a form acceptable to the Office of the County Attorney.

B. The final design of the improvements to Future Street as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Future Street. The construction of Future Street shall be phased in accordance with the Phasing Sheet.

31. Ashgrove Lane.

A. The Applicants shall design and construct Ashgrove Lane through the Property as generally depicted on Sheet C-4 of the CDP. It shall be constructed in general accordance with the typical section depicted on Sheet C-7A as a Local Street consisting of two (2) travel lanes (one in each direction) and two curbside parking lanes. East of Sheraton Tysons Drive, Ashgrove Lane shall be provided as a public street and west of Sheraton Drive, Ashgrove Lane shall be provided as a private street. The Applicants shall grant a public access easement over the private street portion of Ashgrove Lane, in a form acceptable to the Office of the County Attorney.

B. The final design of the improvements to Ashgrove Lane as generally described above shall be further refined in conjunction with the submission of any FDP and all site plans for those portions of the Property fronting Ashgrove Lane and Cornerside Boulevard. The construction of Ashgrove Lane shall be phased in accordance with the Phasing Sheet.

32. Public Street Standards. All public street improvements proposed herein shall be subject to VDOT approval, and shall be in general conformance with standards included in Attachment D (*Transportation Design Standards for Tysons Corner Urban Center*) of the Memorandum of Agreement approved by the Board of Supervisors on September 13, 2011, as may be amended, subject to any permitted modifications and/or waivers that may be granted.

33. Vacations and Abandonments. In the event any public street right-of-way that abuts the Property is vacated and/or abandoned subsequent to approval of this rezoning, such right-of-way area will become zoned to the PTC District pursuant to Sect. 2-203 of the Zoning

Ordinance and such right-of-way area may be used, without requiring a PCA, CDPA or FDPA, for utilities and to accommodate sidewalks and streetscape elements consistent with the street sections shown on the CDP and/or with the Tysons Urban Design Guidelines endorsed by the Board of Supervisors on January 24, 2012.

34. Traffic Signal.

A. The Applicants shall conduct a warrant study within twelve (12) months after the issuance of the initial RUP or Non-RUP for each of Buildings A, B and C for the intersection of Westwood Center Drive and Cornerside Boulevard.

B. If a traffic signal is deemed warranted by VDOT after having reviewed the warrant study and approving the same for installation, then the Applicants shall design, equip and install the signal along with installation of pedestrian enhancements as may be permitted and approved by VDOT no later than eighteen (18) months following approval of the warrant, utilizing any escrowed contributions for the signal received by the County.

C. If the signal is warranted by VDOT, the Applicants shall provide VDOT with the requisite traffic signal plans for review and approval. All right-of-way associated with signal equipment (poles, equipment boxes, etc.) on the Property not already dedicated shall be reserved for dedication in fee simple to the Board of Supervisors in accordance with Proffer 26B.

D. If the County, determines that deferral of the signal installation as proffered is appropriate, the Zoning Administrator may i) agree to a later date for completion of the traffic signal installation or ii) permit the Applicants to proceed without the signal installation.

E. In the event a traffic signal is not deemed warranted at that time, then the Applicants shall complete a second warrant study within twenty-four (24) months after the issuance of the initial RUP or Non-RUP for the last new building to be constructed on the Property. In the event the signal is warranted then the Applicants shall design, equip and install said signal, including those pedestrian enhancements as may be required by VDOT no later than eighteen (18) months after approval of the warrant. If the signal is deemed not warranted by VDOT at that time, the Applicants' obligation to install the signal shall be deemed null and void and the Applicants shall instead escrow their pro-rata share of a future signal to be provided by others. The Applicants' pro-rata impact of new site traffic at the Westwood Center Drive and Cornerside Boulevard intersection is approximately 33% and thus the Applicants shall escrow the sum of $84,000.00 with DPWES, which represents 33% of the cost of the new traffic signal installation.

35. Future Ramp Connection to Dulles Airport Access and Toll Road. To accommodate a future vehicular ramp connecting Sheraton Tysons Drive with the Dulles Airport Access and Toll Road:

A. The Applicants shall dedicate in fee simple to Fairfax County an area located west of Building E and identified as the "Initial Ramp Dedication Area" on Sheet C-4A of the CDP. Such dedication shall occur within two (2) years after written demand by Fairfax County and evidence of approval of construction of such ramp by all requisite governing bodies and agencies including, but not limited to, the Board of Supervisors, VDOT, the Metropolitan Washington Airports Authority ("MWAA") and the Federal Highway Administration ("FHWA"), but no sooner than ten (10) years from the approval of this Rezoning. The Applicants shall be eligible for compensation for existing appurtenances to Existing Building E, including but not limited to parking, loading and vehicular circulation, whether such appurtenances are located in or required to be relocated or replaced by the Initial Ramp Dedication Area as provided for in the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, ("URA"). In the event Park Space A, as identified in Proffer 54A, is constructed prior to the dedication of the Initial Ramp Dedication Area, and to the extent that the Applicant receives separate compensation for existing park facilities in Park Space A and the same are specifically enumerated in the URA award, the Applicant shall assign such compensation to the FCPA. FCPA shall use its best efforts to utilize such compensation to improve other park space within the Property (which shall include any relocated area for Park Space A or another of the parks within the Property), before utilizing such compensation for parks not within the Property.

With the dedication of the Initial Ramp Dedication Area, Sheraton Tysons Drive is to be upgraded from an interim "Local" street to "Avenue". As a result, the Applicants shall relocate the vehicular access for Existing Building D located on Sheraton Tysons Drive to Ashgrove Lane as shown on Sheet C-4A of the CDP and re-construct the streetscape along the Building D frontage to its ultimate "Avenue" streetscape as generally depicted on Sheet L-5-3 of the CDP. Nothing shall prevent the Applicants from opting to relocate the vehicular access for Existing Building D from Sheraton Tysons Drive to Ashgrove Lane in advance of the Initial Ramp dedication. Loading access for Existing Building D may remain on Sheraton Tysons Drive.

B. In the event, all of Existing Building E is demolished for redevelopment in accordance with a future RZ/PCA/CDP/FDP for the Property, or part thereof, the Applicants shall agree to dedicate an area identified as the "Future Ramp Dedication Area" on Sheet C-4A of the CDP for the ramp alignment. Should the Future Ramp Dedication Area be dedicated, any portion of the Initial Ramp Dedication Area not included in the Future Ramp Area shall be vacated to the benefit of the Applicants without the requirement for any payment by the Applicants and any further obligation to dedicate the Initial Ramp Dedication Area shall be null and void. If a ramp has been constructed in the Initial Ramp Dedication Area, it is understood that the vacation and return of the excess Initial Ramp Dedication Area may be delayed until the new ramp is constructed in the Future Ramp Dedication Area. The Applicants shall not be eligible to receive compensation under the URA, for appurtenances to Existing Building E located in

the Initial Ramp Dedication Area, if Existing Building E is no longer in use or is demolished for redevelopment.

C. The Applicants shall be entitled to a credit for the value of the Initial Ramp Dedication Area or Future Ramp Dedication Area against the Tysons-wide Transportation Fund as set forth in Proffer 37. Should the Initial Ramp Dedication Area be requested for dedication, any contributions previously made by the Applicants to the Tysons-wide Transportation Fund shall be returned to the Applicants with accrued interest to help fund the relocation/replacement of existing facilities located in the Initial Ramp Dedication Area.

D. The Applicants' obligation to provide the Initial Ramp Dedication Area or the Future Ramp Dedication Area shall cease if the future ramp is removed from the Comprehensive Plan or Fairfax County otherwise determines the future ramp will not be constructed in this location.

E. The Applicants shall provide a contribution toward the construction of the future vehicular ramp equal to $0.125 for each square foot of space constructed in Buildings A, B and C. Said contribution to Fairfax County shall be made upon site plan approval for each of the three buildings and shall be based on the site plan approved GFA for each building. This contribution shall not apply to any public-use facilities constructed on the Property, including the public arts office or alternate public use described in Proffer 57.

36. Tysons Grid of Streets Transportation Fund. The Applicants shall provide a contribution of $1,000.00 for each market rate residential unit and $6.44 for each square foot of new non-residential space in Buildings A, B and C to Fairfax County for the Tysons Grid of Streets Transportation Fund. The contribution associated with each building shall be paid on or before the issuance of each initial RUP or Non-RUP for the subject building based on the actual GFA of non-residential space and/or the actual number of market rate residential units in the building. This contribution shall not apply to any public-use facilities constructed on the Property, including the public arts office or alternate public use described in Proffer 57. The Applicants shall be eligible to receive and deduct credits against the contributions that would otherwise be due County for the Tysons Grid of Streets Transportation Fund in keeping with the Guidelines for the Tysons Grid of Streets Transportation Fund endorsed by the Board of Supervisors on January 8, 2013.

37. Tysons-wide Transportation Fund. The Applicants shall contribute the sum of $5.63 per square foot of new non-residential space in Buildings A, B, and C and $1,000.00 for each market rate residential unit constructed on the Property to Fairfax County for the Tysons-wide Transportation Fund. The contribution associated with each building shall be paid on or before the issuance of each initial RUP or Non-RUP for the subject building based on the actual GFA of non-residential space and/or the actual number of market rate residential units in the building. This contribution shall not apply to any public-use facilities constructed on the Property, including the public arts office or alternate public use described in Proffer 57.

The Applicants shall receive and deduct such credits against the contributions that would otherwise be due County for the Tysons-wide Transportation Fund in keeping with the Guidelines for the Tysons-wide Transportation Fund endorsed by the Board of Supervisors on January 8 , 2013. Specifically, the Applicants shall receive credit for the value of the dedication of the Initial Ramp Dedication Area, or in the alternative, the value of the Future Ramp Dedication Area both as described in Proffer 35.

BICYCLE FACILITIES AND BUS SHELTERS

38. Bicycle Circulation. In combination with the street and streetscape improvements identified in these Proffers, the Applicants shall provide on-street bicycle lanes on both sides of the street on Westwood Center Drive between Leesburg Pike and Sheraton Tysons Drive, on Sheraton Tysons Drive, and on Ashgrove Lane west of Sheraton Tysons Drive as shown on the CDP and as may be adjusted with approval of FDPs. Such striping shall be subject to approval by VDOT.

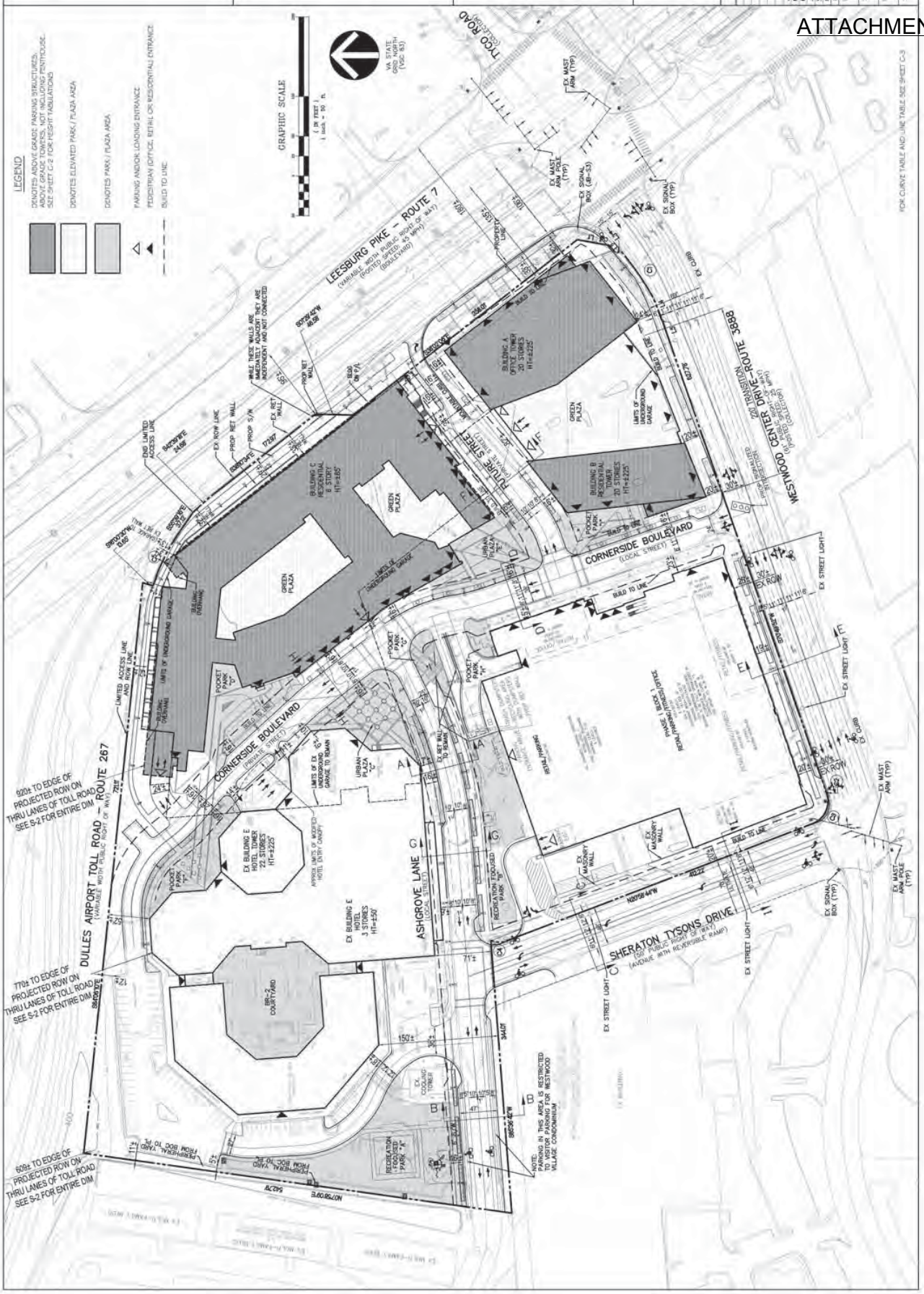
39. Bicycle Parking. Bicycle racks, bike lockers, and/or bike storage areas shall be provided on the Building A/B block and the Building C block, with the specific amounts and locations determined at the time of FDP and finalized with site plan approval in consultation with the FCDOT Bicycle Coordinator. Bicycle racks located outside of buildings and parking garages shall be inverted U-style racks or other design consistent with the Tysons Urban Design Guidelines and approved by FCDOT. The total number of bike parking/storage spaces provided for all Blocks shall be generally consistent with the Fairfax County Policy and Guidelines for Bicycle Parking for each building or group of buildings, as determined at the time of FDP approval. Signage shall be posted on the exterior side of buildings closest to entrances to bike parking/storage space to indicate bike parking/storage.

40. Bus Shelters. Bus shelter locations shall be evaluated for feasibility at the time site plan approval in consultation with FCDOT. The Applicants shall provide up to two bus shelters on the Property. If at the time of site plan approval of a building, Fairfax County requests provision of a bus shelter, the Applicants shall construct the requested bus shelter prior to the issuance of the first RUP for the applicable building. Identified bus shelter locations shall be within the landscape amenity panel of the streetscape to the extent feasible. The design of bus shelters shall be coordinated with Fairfax County and may include provision for electrical conduit for the purpose of providing real-time bus arrival information. Bus shelter locations may necessitate adjustments to street tree locations and other street furnishings from that shown on the CDP which shall be accommodated without the requirement for a CDPA or FDPA.

PARKING

41. Zoning Ordinance Requirements. Parking on the Property shall be provided in accordance with the parking requirements for the PTC District set forth in Section 6-509 and Article 11 of the Fairfax County Ordinance, and as shown on the CDP. Tandem and valet parking, shall be permitted and, subject to Board approval, shall count toward parking requirements. Tandem parking spaces may be used for residential units with two

ATTACHMENT 4



Attachment 5

Tysons West

Overall Site Trip Generation Analysis for Approved Rezoning Uses (with existing uses to remain) **(1) (2) (3)**

Land Use	Description	ITE Code	Size	Units	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	AM Percent Reduction	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	PM Percent Reduction	ADT
OFFICE	Phase 1 (Building D) - Existing to Remain **(4)**	710	28,768	GSF	62	9	71		19	92	111		510
	Phase 3 (Building A) - Approved Per Rezoning	710	387,000	GSF	497	68	565		87	425	512		3,782
	- Phase 3 Office includes 380,000 SF office plus		415,768	GSF	559	77	636		106	517	623		4,292
	7,000 SF of public space			Total Person Trips	671	92	763		127	620	747		5,150
				Internal Reduction With Hotel	-10	-9	-19	**3%**	-13	-14	-27	**4%**	-359
				Internal Reduction With Residential	-13	-3	-16	**2%**	-6	-13	-19	**3%**	-215
				External Office Trips	648	80	728		108	593	701		4,576
				Non-Auto Person Trips **(5) (6) (7) (8)**	-245	-25	-270	**35%**	-32	-221	-253	**34%**	-1,486
				Metro Rail	-155	-15	-170		-21	-138	-159		-937
				Bus	-54	-6	-60		-7	-49	-56		-327
				Bike	-18	-2	-20		-2	-17	-19		-111
				Walk	-18	-2	-20		-2	-17	-19		-111
				Office Auto-Person Trips **40% Total Reduction**	403	55	458	**40%**	76	372	448	**40%**	3,090
				Office Vehicle Trips	336	46	382		63	310	373		2,575
HOTEL	Sheraton Hotel (Buildings E) - Existing to Remain	310	443	Rooms	139	96	235		136	130	266		3,592
			443	Rooms	139	96	235		136	130	266		3,592
				Total Person Trips	139	96	235		136	130	266		3,592
				Internal Reduction With Office	-9	-10	-19	**8%**	-14	-13	-27	**10%**	-359
				External Hotel Trips	130	86	216		122	117	239		3,233
				Non-Auto Person Trips **(5) (6) (7) (8)**	-40	-24	-64		-34	-32	-66		-898
				Metro Rail	-25	-15	-40		-21	-21	-42		-566
				Bus	-9	-5	-14		-7	-7	-14		-198
				Bike	-3	-2	-5		-3	-2	-5		-67
				Walk	-3	-2	-5		-3	-2	-5		-67
				Hotel Auto-Person Trips **35% Total Reduction**	90	62	152	**35%**	88	85	173	**35%**	2,335
				Hotel Vehicle Trips	90	62	152		88	85	173		2,335
RESIDENTIAL	Phase 2 (Building C) - Approved Per Rezoning	220	400	D.U.	40	160	200		155	83	238		2,548
	Phase 3 (Building B) - Approved Per Rezoning	220	269	D.U.	27	109	136		108	58	166		1,754
			669	D.U.	67	269	336		263	141	404		4,302
				Total Person Trips	67	269	336		263	141	404		4,302
				Internal Reduction With Office	-3	-13	-16	**5%**	-13	-6	-19	**5%**	-215
				Internal Reduction With Retail	-3	-10	-13	**4%**	-26	-14	-40	**10%**	-430
				External Residential Trips	61	246	307		224	121	345		3,657
				Non-Auto Person Trips **(5) (6) (7) (8)**	-21	-85	-106	**32%**	-66	-36	-102	**25%**	-1,076
				Metro Rail	-16	-61	-77		-47	-25	-72		-765
				Bus	-1	-6	-7		-5	-3	-8		-75
				Bike	-2	-9	-11		-7	-4	-11		-118
				Walk	-2	-9	-11		-7	-4	-11		-118
				Residential Auto-Person Trips **40% Total Reduction**	40	161	201	**40%**	158	85	243	**40%**	2,581
				Residential Vehicle Trips	40	161	201		158	85	243		2,581
RETAIL	Phase 1 - (Building D) Existing to Remain **(4) (9) (10)**		135,117	GLA									
	Phase 2 - (Building C) - Approved Per Rezoning		50,000	GLA									
	Phase 3 - (Buildings A & B) - Approved Per Rezoning		50,000	GLA									
		820	235,117	GLA	164	99	263		511	552	1,063		11,838
				Total Person Trips	202	122	324		629	679	1,308		14,561
				Internal Reduction with Residential	-10	-3	-13	**4%**	-14	-26	-40	**3%**	-430
				External Retail Trips	192	119	311		615	653	1,268		14,131
				Retail Vehicle Trips	156	97	253		500	531	1,031		11,489
				25% Pass-by Reduction	-39	-24	-63	**25%**	-125	-133	-258	**25%**	-2,872
				New Retail Vehicle Trips	117	73	190		375	398	773		8,617
	Tysons West Trip Generation (with existing uses)												
	Total Generated Vehicle Trips				**929**	**541**	**1,470**		**1,016**	**1,340**	**2,356**		**24,024**
	Total Generated Person Trips				**1,079**	**579**	**1,658**		**1,155**	**1,570**	**2,725**		**27,605**
	Internal Person Trips				**-48**	**-48**	**-96**		**-86**	**-86**	**-172**		**-2,008**
	Transit/TDM Person Trips				**-306**	**-134**	**-440**		**-132**	**-289**	**-421**		**-3,460**
	External Person Trips				**725**	**397**	**1,122**		**937**	**1,195**	**2,132**		**22,137**
	External Vehicle Trips				**622**	**366**	**988**		**809**	**1,011**	**1,820**		**18,980**
	Pass-by Trips				**-39**	**-24**	**-63**		**-125**	**-133**	**-258**		**-2,872**
	New External Vehicle Trips				**583**	**342**	**925**		**684**	**878**	**1,562**		**16,108**
	Percent Reduction				**37%**	**37%**	**37%**		**33%**	**34%**	**34%**		**33%**

Notes:

(1) Trip Generation obtained from ITE's Trip Generation, 9th Edition.

(2) Average Auto Occupancy

Office	Hotel	Residential	Retail
1.2	1.0	1.0	1.23

Based on Institute of Transportation Engineers (ITE), Trip Generation, 5th edition.

(3) To remain consistent with the rezoning TIS dated October 15, 2012, the VDOT Internal Capture Rates were based on the "Revised Traffic Impact Analysis Regulations Administrative Guidelines" dated June 2010 (pages 77

(4) The Buildling D (office/retail) is an existing use that is currently constructed and occupied but did not exist at the time of the 2008 traffic counts, therefore is included herein as a pipeline development.

(5) Total reduction based on TDM goals shown in Table 5, Page 62 of the Tysons Corner Urban Center, Amended through 6-22-2010 Areawide Recommendations: Transportation.

	Office	Residential	**Hotel**
Total Reduction (Internal + Mode Split):	**35%+5%=40%**	**35%+5%=40%**	**30%+5%=35%**

(6) Rail, bus, bike and walk mode shares based on Table 3 of WMATA's 2005 Development Related Ridership Survey and Dunn-Loring Metro Area census data.

(7) Rail, bus, bike and walk mode shares based on Table 9 of WMATA's 2005 Development Related Ridership Survey and Dunn-Loring Metro Area census data.

(8) Rail, bus, bike and walk mode shares based on Table 15 of WMATA's 2005 Development Related Ridership Survey and Dunn-Loring Metro Area census data.

(9) The existing retail space under Phase 1 includes approximately 11,371 GSF of lobby space and 6,885 GSF of core shaft/mechanical space.

(10) The gross leasable area (GLA) for the Phase 1 retail space would therefore be 135,117 GLA (153,373 GSF - 11,371 GSF - 6,885 GSF = 135,117 GLA).

WELLS + ASSOCIATES

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Attachment 6
Site Location and Study Intersections

Study Intersections

North

Tysons West
Fairfax County, Virginia

Wells + Associates, Inc.

ATTACHMENT 6

Spring Hill Station
Pipeline Trip Generation Analysis

Land Use	ITE Code	Size	Units	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Average Daily Trips
Spring Hill Station Part D (RZ-2010-PR-014-D)										
Building D-2A										
Residential Vehicle Trips	220	**436**	unit	43	174	217	167	90	257	2,766
45% Non-Auto Mode Split Reduction				-19	-78	-97	-75	-41	-116	-1,245
New Vehicle Trips				24	96	120	92	49	141	1,521
Retail Vehicle Trips	826	**10,000**	S.F.	18	19	37	12	15	27	443
25% Pass-by Reduction				-5	-5	-9	-3	-4	-7	-111
New Retail Vehicle Trips				13	14	28	9	11	20	332
Spring Hill Station Part A (RZ-2010-PR-014-A)										
Residential Vehicle Trips	220	**404**	unit	40	162	202	156	84	240	2,572
35% Non-Auto Mode Split Reduction				-14	-57	-71	-55	-29	-84	-900
New Vehicle Trips				26	105	131	101	55	156	1,672

Notes:
1. Trip Generation obtained from ITE's Trip Generation, 9th Edition.
2. VDOT 870 internal capture rate smaller of 5 percent between retail and office.
3. Consistent with Table 5, *TDM Vehicle Trip Reduction Goals For Commercial and Residential Development, of the Tysons Corner Ubran Center, year 2020.*

Distance from Metro:

	1/8th Mile	1/4 Mile	1/2 Mile
Total Reduction:	45%	35%	30%

4. Residential units based on 1,000 S.F. per unit. Hotel rooms based on 750 S.F. per room.

ATTACHMENT 7

Tysons West - Building D

Existing + Approved Site Trip Generation Analysis **(1) (2) (3) (4)**

Land Use	Description	ITE Code	Size	Units	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	AM Percent Reduction	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	PM Percent Reduction
OFFICE	Phase 1 - Approved	710	30,200	GSF	64	9	73		19	93	112	
			30,200	GSF	64	9	73		19	93	112	
HOTEL	Existing	310	443	Rooms	139	96	235		136	130	266	
			443	Rooms	139	96	235		136	130	266	
RETAIL	Phase 1 - Approved		166,479	GLA								
		820	166,479	GLA	133	80	213		405	438	843	
			25% Pass-by Reduction		-33	-20	-53	**25%**	-101	-110	-211	**25%**
			New Retail Vehicle Trips		100	60	160		304	328	632	
	Tysons West Promenade Trip Generation											
	Total Generated Vehicle Trips				**336**	**185**	**521**		**560**	**661**	**1,221**	
	Pass-by Trips				**-33**	**-20**	**-53**		**-101**	**-110**	**-211**	
	New External Vehicle Trips				**303**	**165**	**468**		**459**	**551**	**1,010**	
	Percent Reduction				**10%**	**11%**	**10%**		**18%**	**17%**	**17%**	

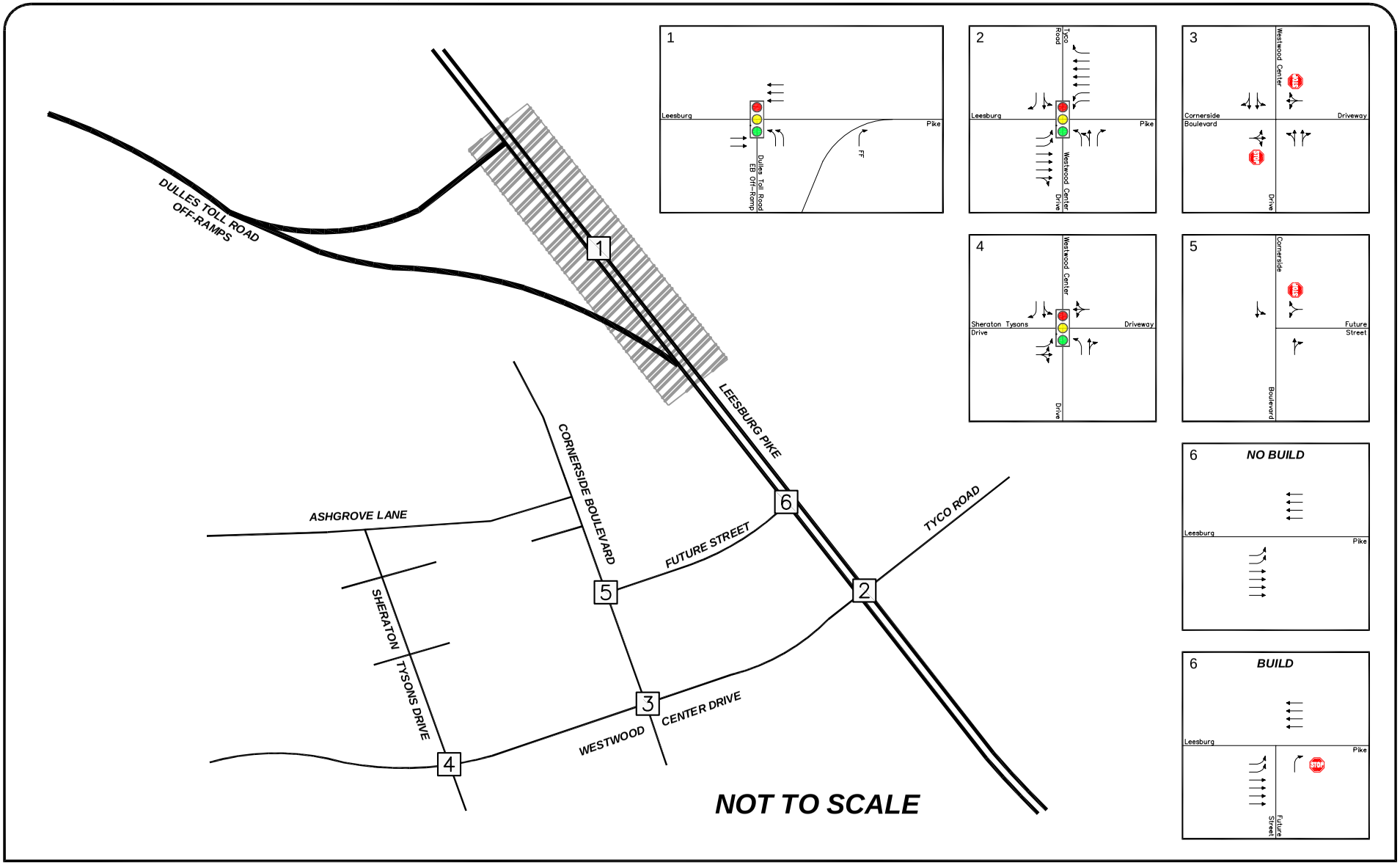
Notes: (1) Trip Generation obtained from ITE's Trip Generation, 9th Edition.

WELLS + ASSOCIATES

Tysons West Metrorail Station [1]
Pipeline Trip Generation Analysis

	ITE Code	Size	Units	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Average Daily Trips
Tysons West Metrorail Station										
Kiss & Ride, Transit Buses	n/a	n/a	n/a	273	275	548	307	413	720	7,200

Notes:
1. Trips based on peak hour counts conducted at the Dunn Loring Kiss & Ride at the intersection of Gallows Road and Bellforest Drive in Fairfax County on April 14, 2005



Attachment 8
2020/2030 Total Future Lane Use and Traffic Controls

Represents One Travel Lane
Signalized Intersection
Stop Sign

North

Tysons West
Fairfax County, Virginia

Wells + Associates, Inc.

ATTACHMENT 8

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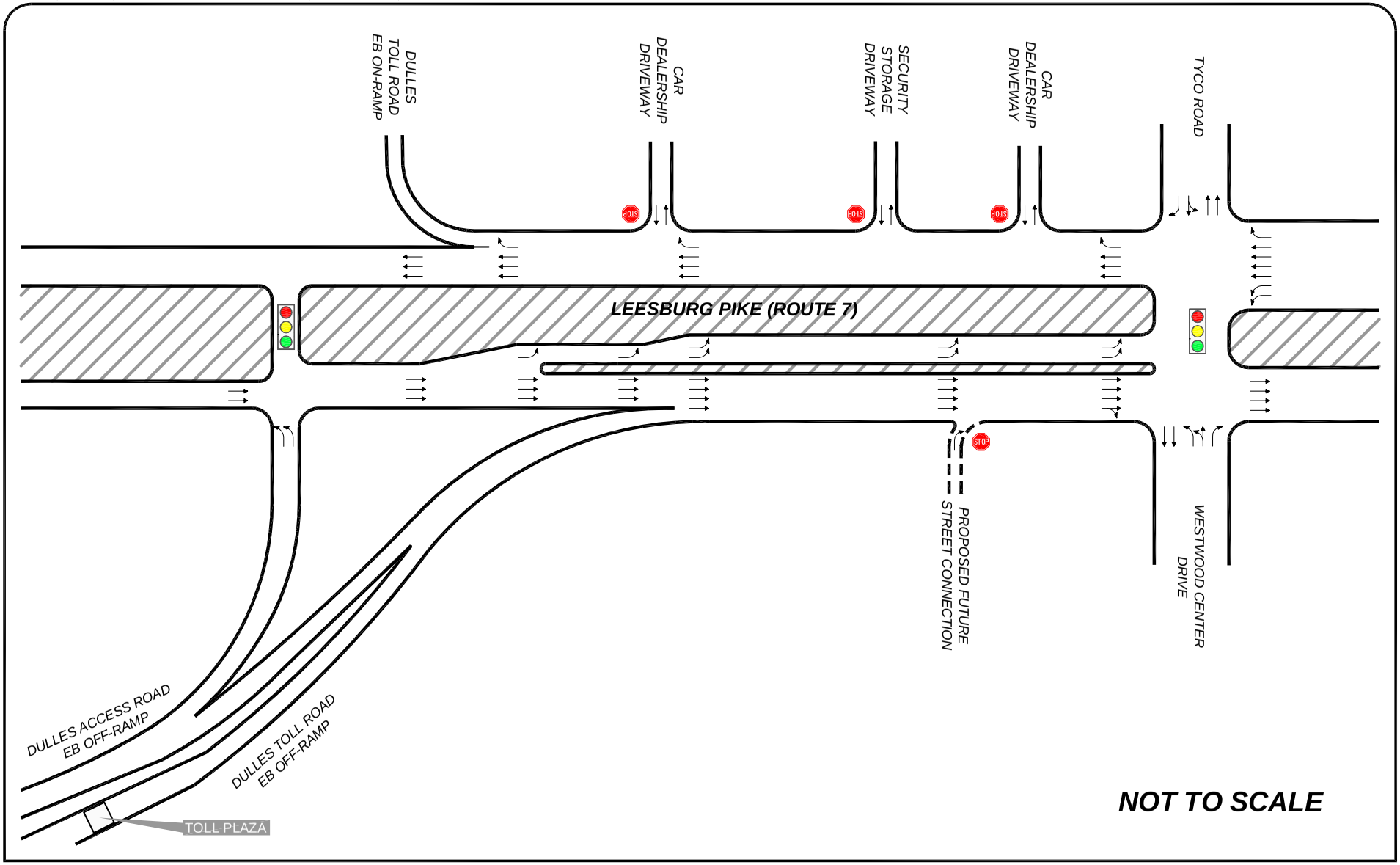


Attachment 9
Lane Geometry Along Route 7

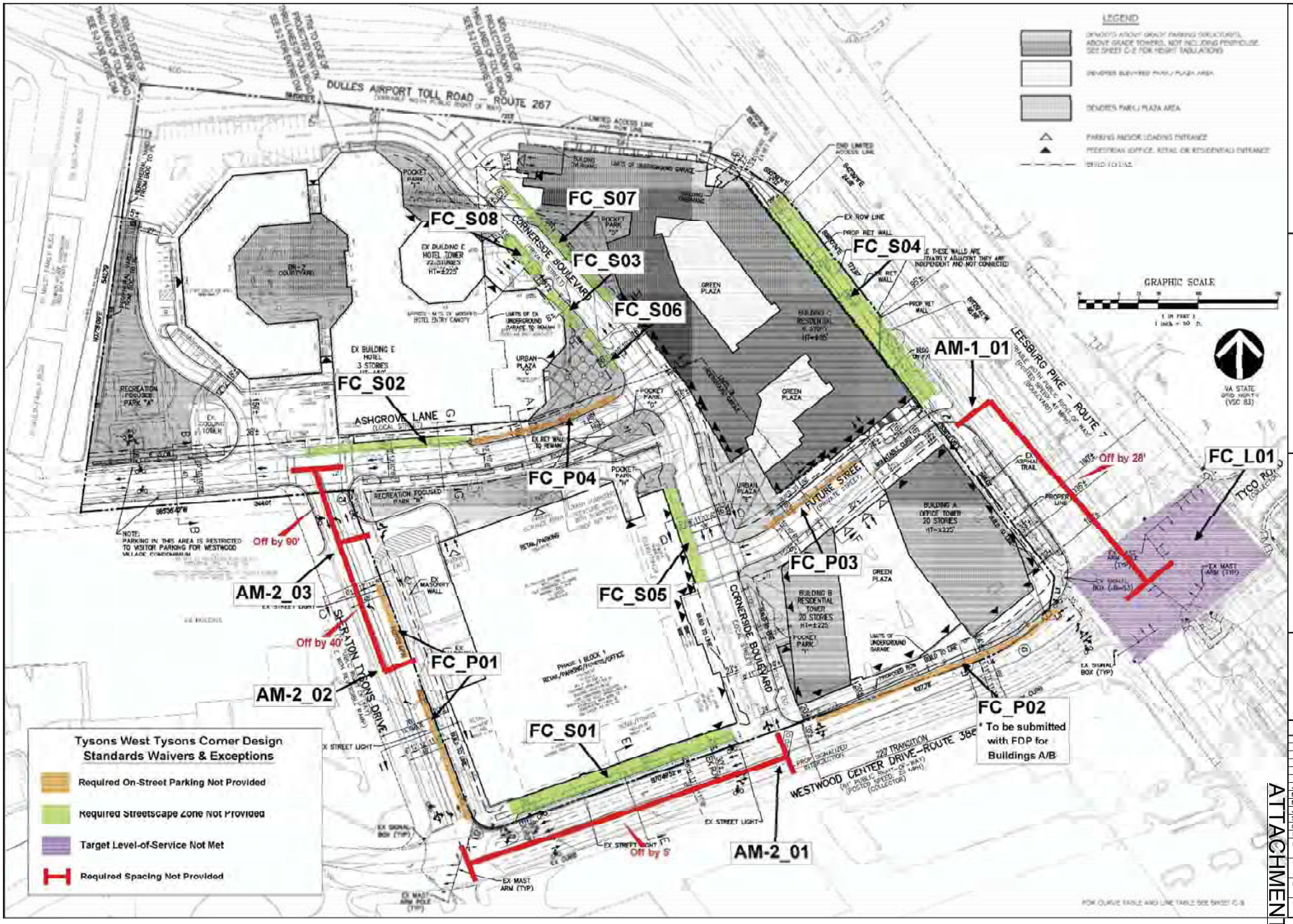
Raised Median

North

Tysons West
Fairfax County, Virginia

Wells + Associates, Inc.

ATTACHMENT 9



ATTACHMENT 10

Summary of Design Standards for Tysons Corner as Applicable to Tysons West

Classification / Criteria	Low Speed Boulevard	Leesburg Pike (Route 7)	Avenue	Sheraton Tysons Drive (NIS)	Collector	Westwood Center Drive (Route 3888)	Local	Comerside Boulevard (NIS)	Ashgrove Lane (NIS)	Future Street (Private Street)
Raised/Landscaped Median (Table 6, DS-15)	Required (16'-20')	✓	Optional[1, 7]	N/A	Optional[1, 7]	N/A	N/A	N/A	N/A	N/A
Circulator Route (Table 13, DS-6)	N/A	N/A	Yes @ certain locations	N/A	Yes @ certain locations	N/A	N/A	N/A	N/A	N/A
On-Street Parking (Table 5, DS-13)[3]	Restricted	✓	Required (8')	Need Waiver	Required (8')	Need Waiver	Required (7'-8')	✓	Need Waiver	Need Waiver
Target LOS (Table 2, DS-5)	D/E[1]	Need Waiver	E	✓	E	✓	E	✓	✓	✓
# of Through Lanes (Table 3, DS-10)	4-8 lanes	✓	4-6 lanes	✓	2-4 lanes	✓	2 lanes	✓	✓	✓
Design Speed (Table 3, DS-10)	40 mph	✓	30-35 mph	✓	25-30 mph	✓	25 mph	✓	✓	✓
Operating Speed (Table 3, DS-10)	35 mph	✓	25-30 mph	✓	25-30 mph	✓	25 mph	✓	✓	✓
Operational Analysis (Table 4, DS-11)	Required	✓	Discretionary	✓	Discretionary	✓	N/A	N/A	N/A	N/A
Signal Spacing (Table 4, DS-11)	Operational Analysis Req'd [2]	N/A	525'-660'[2]	✓	425'-660'[2]	* See Below	325'-660'	N/A	N/A	N/A
Unsignalized, Full Access Spacing (Table 4, DS-11)	Operational Analysis Req'd [2]	N/A	200'-660'	N/A	200'-660'	N/A	100'-660'	✓	✓	N/A
Unsignalized, Partial Access Spacing (Table 4, DS-11)	325'-660'	* See Below	200'-660'	N/A	155'-660'	N/A	N/A	N/A	N/A	N/A
Driveway Spacing (Table 4, DS-11)	Restricted	N/A	200'	*See Below	155'	N/A	50'	✓	✓	N/A
Lane Widths (Table 5, DS-13)	11'	✓	10'-11'	✓	10'-11'[4]	✓	10'	✓	✓	✓
Streetscape Zone Width (Table 14, DS-27)	33' = 15' Building zone 10' sidewalk 8' landscaping panel	Need Waiver, Areas less than 33' wide	20-28' = 4'-12' Building zone 8' sidewalk 8' landscaping panel	✓	20-28' = 4'-12' Building zone 8' sidewalk 8' landscaping panel	Need Waiver, Areas less than 20' wide	16-24' = 4'-12' Building zone 6' sidewalk 6' landscaping panel	Need Waiver, Areas less than 16' wide	Need Waiver, Areas less than 16' wide	✓
Sight Distance (Table 12, DS-23)	385' (305' SSD)	✓	200'	✓	155'	✓	155'	✓	✓	✓
Bike Lane (Table 15, DS-29)	N/A	N/A	4'-6'[4]	✓	4'-6'[4]	✓	N/A	N/A	N/A	N/A

Notes on Requirements:

1. District Administrator may accept lower LOS pending operational analysis.
2. Spacing must be demonstrated through an operational analysis; 880 to 1,320 feet recommended.
3. Evaluated on a case-by-case basis.
4. 10' for streets residential in character; 11' for streets more commercial in nature.
5. New signalized intersections on collectors/avenues within 660 feet of low speed boulevards need operational analysis.
6. Widths vary depending on location relative to curb, curbside parking, and right turn lanes.
7. On circulator routes medians should be 24'-36' on Avenues and Collectors.
8. Existing Lane Widths

*Intersection spacing requiring exceptions - distances shown (required)

Leesburg Pike (New Future Street Right-out to Westwood Center Dr)
- Centerline to centerline distance = 297' (325' required) exception for 28'

Westwood Center Dr. (New signal at Comerside Blvd is aligned signal at Sheraton Tysons Dr.)
- Centerline to centerline distance = 420 (425' required) exception for 5'

*Sheraton Tysons Dr (Phase I north driveway to Ashgrove Lane)
- Centerline to centerline distance = 110 (200' required) exception for 90'

*Sheraton Tysons Dr (Phase I north driveway to Phase I south driveway)
- Centerline to centerline distance = 160' (200' required) exception for 40'

VIKA
ENGINEERS ■ PLANERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ SUSTAINABLE DESIGN
VIKA INCORPORATED
8180 GREENSBORO DRIVE SUITE 200 ■ TYSONS CORNER, VIRGINIA 22102
(703) 442-7800 ■ FAX (703) 761-2787
W W W . V I K A . C O M

TYSONS WEST
HUNTER MILL DISTRICT
FAIRFAX COUNTY, VIRGINIA

ROAD DESIGN STANDARDS SUMMARY

VIKA REVISIONS

JUNE 12, 2013
MAY 10, 2013
MARCH 11, 2013
JANUARY 3, 2013
SEPTEMBER 21, 2012
OCTOBER 21, 2011
DATE: JUNE 30, 2011
DES. ENG | DWN. RMC
SCALE: N/A
PROJECT/FILE NO. V7405A
SHEET NO. S-8

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ATTACHMENT 10

Request for a Change in Limited Access (Route 7 - Leesburg Pike)

Hunter Mill District

Attachment III

Tax Map 29-1 & 29-3

N
W E
S

*** Symbol Denotes Limited Access Request**

Board Agenda Item
September 9, 2014

ACTION - 7

Recommendation to Amend Virginia Railway Express Master Agreement Regarding Weighted Voting

ISSUE:
The Virginia Railway Express (VRE) is proposing to amend the Master Agreement for the purpose of including a statutory requirement by the Virginia General Assembly, Section 15.2-4507, providing that for each year the state contribution to VRE is greater or equal to the highest contribution from a single jurisdiction, the Chairman of the Commonwealth Transportation Board, (CTB) or his designee shall have a weighted vote equal to the highest contributing jurisdiction. Due to the complexity of the process to fully execute an amended Master Agreement, the VRE Operations Board recommended to the Northern Virginia Transportation Commission (NVTC) and the Potomac Rappahannock Transportation Commission (PRTC) that they forward the attached amended Master Agreement (Attachment I) addressing the requirements of House Bill 2152 to the Participating and Contributing Jurisdictions for their approval and execution, and thereafter, that the Commissions approve and execute the amended Master Agreement. It was further recommended that the amendment be limited to the statutory requirement that will be effective on July 1, 2015.

RECOMMENDATION:
The County Executive recommends that the Board approve the attached amended VRE Master Agreement, Section II, Part B, Paragraph 4, that incorporates the Virginia General Assembly statutory requirement Section 15.2-4507 requiring a weighted vote for the Chairman of the CTB equal to the highest VRE contributing jurisdiction each year, if the state's contribution is greater or equal to the highest contribution from a single jurisdiction.

TIMING:
Action should be taken on this item on September 9, 2014, so that the Commissions have time to gather all necessary approvals by VRE's Participating and Contributing Jurisdictions before the enactment of Section 15.2-4507 on July 1, 2015.

BACKGROUND:
In February 2013, the Virginia State Legislature approved House Bill 2152. Signed into law on March 20, 2013, by then Governor McDonnell, the bill amends and reenacts

Board Agenda Item
September 9, 2014

Sections 15.2-4507 and 15.2-4512 of the Code of Virginia, relating to quorums and voting on the commissions and weighted voting on the VRE Operations Board.

As amended, Section 15.2-4507, subsection C states "… the agreement governing the creation of the railway shall provide that the Chairman of the Commonwealth Transportation Board or his designee shall have one vote on the oversight board for the railway. For each year in which the state contribution to the railway is greater than or equal to the highest contribution from an individual jurisdiction, the total annual jurisdictional subsidy used to determine vote weights shall be recalculated to include the Commonwealth contributing an amount equal to the highest contributing jurisdiction. The vote weights shall be recalculated to provide the Chairman of the Commonwealth Transportation Board or his designee the same weight as the highest contributing jurisdiction. The revised vote weights shall be used in determining the passage of motions before the oversight board."

As amended, Section 15.2-4512 provides in pertinent part: "…The presence of a quorum and a vote of the majority of the members necessary to constitute a quorum of all the members appointed to the commission, including an affirmative vote from a majority of the members, shall be necessary to take any action. The Chairman of the Commonwealth Transportation Board or his designee shall have voting rights equal to appointees of component governments on all matters brought before the commission."

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment I: Virginia Railway Express Amended Master Agreement: Section II, Part B, Paragraph 4

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Ellen Posner, FCDOT
Michael R. Lake, Senior Transportation Planner, Coordination and Funding Division, FCDOT

Attachment 1

Virginia Railway Express Amended Master Agreement: Section II, Part B, Paragraph 4

(4) The OPERATIONS BOARD shall endeavor to conduct its business by consensus to the extent possible. Nonetheless, each jurisdiction represented on the OPERATIONS BOARD shall be entitled to a vote with a weight proportionate to the jurisdiction's annual subsidy determined in accordance with Section VIII.A.(1) and (2) for the then current fiscal year~~, e.g., a jurisdiction paying 25% of the annual jurisdictional subsidy shall have a vote with a weight equal to 25% of the total.~~, and, in each year in which the Commonwealth's contribution to the annual cost of the commuter rail service, based on that year's transit operating formula assistance, and excluding any federal funds provided through the Commonwealth, is greater than or equal to the subsidy from the jurisdiction paying the highest annual subsidy that year, the Chair of the Commonwealth Transportation Board, or his designee shall be entitled to a vote with a weight equal to that of the jurisdiction paying the highest annual subsidy that year.

Board Agenda Item
September 9, 2014

ACTION – 8

Authorization to Issue Multifamily Housing Revenue Bonds by the Fairfax County Redevelopment and Housing Authority (FCRHA) for the Residences at the Government Center (Braddock District)

ISSUE:
Board of Supervisors authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) to issue multifamily housing revenue bonds in an amount not to exceed $15,000,000 for development of the Residences at the Government Center and adoption of a resolution.

RECOMMENDATION:
The County Executive recommends approving the issuance of Multifamily Housing Revenue Bonds by the FCRHA in an amount not to exceed $15,000,000.

TIMING:
Immediate.

BACKGROUND:
Pursuant to the Virginia Public-Private Educational Facilities and Infrastructure Act of 2002 (PPEA) as amended, the Board entered into a comprehensive agreement (Comprehensive Agreement) in 2008 with Dallas-based JPI Development Services (JPI) to build and operate an innovative, high quality, 270-unit affordable apartment complex with structured parking on its Government Center campus. Pursuant to the Comprehensive Agreement, the Board entered into a Contract to Ground Lease with JPI for the 8.1 acre county-owned Project site. JPI subsequently transferred its interests in the Project and the Contract to Ground Lease to Jefferson Apartment Group (JAG).

Using no County funding, the Board will leverage private investment of $56 million by JAG in the Project through a long-term ground lease of the County owned land that comprises the 8.1 acre Project site. The Project site is a part of the 86.6 acre Government Center campus. The Project will include green building, universal design, low impact and sustainable design features, and amenities such as garage parking, fitness and children's play areas, a conference room and outdoor courtyards, and will be connected to the adjacent Government Center by a trail system. The property will be certified as meeting Leadership in Energy and Environmental Design (LEED) standards. The Project will be located across the street from restaurants, shopping and movie

theaters at Fairfax Corner and will be close to transportation networks, including the Fairfax Connector bus system.

Previous Action and Current Status

On September 24, 2013, the Board approved issuance of Multifamily Housing Revenue bonds by the FCRHA. The developer's original plan was to finance the entire transaction with tax-exempt bonds and 4 percent Low Income Housing Tax Credits (LIHTC), which are non-competitive. However, due to a rise in interest rates, the developer was unable to finance the Project and close last year as originally proposed.

The developer has revised the financing structure by utilizing both 9 percent and 4 percent LIHTC. The property will be divided into two condominium regimes for ownership and financing purposes only, legally dividing the ownership of the property and related rights between two limited liability companies controlled by the developer (the ownership entities). The apartments will all be rental; both condominium regimes will have shared common elements and will be operated as a single property.

Condominium A (Condo A) will consist of 150 units (buildings 1, 2, 3 and cellars of buildings 4 and 5). Condo A will be financed used 9 percent LIHTC. The owner of Condo A and the recipient of the 9 percent LIHTC is Fairfax Corner Partners, LLC.

Condominium B (Condo B) will consist of 120 units (above ground floors of buildings 4 and 5). Condo B will be financed using tax-exempt bonds and 4 percent LIHTC. The owner of Condo B, recipient of the 4 percent LIHTC, borrower of the bond proceeds and mortgagor or record for the FHA loan is Fairfax Corner Partners II, LLC.

While the financing mechanism has been revised, the Project will still result in 270 affordable units and continue to serve the same income targeting mix as originally proposed. Details regarding the financing structures are described below under "Financing."

Project Owner/Investor Information

The developer/owner, JAG, headquartered in McLean, Virginia, is a full-service real estate firm specializing in multifamily and mixed-use real estate. JAG has a current portfolio of fourteen (14) properties with a total of 3,550 units.

<u>Ground Lease</u>
To facilitate the condominium regime, the ground lease to be entered into will be bifurcated into two leasehold parcels.

Both ground leases will be unsubordinated and will have a term of 99-years, with a one-time payment of $100. Both ground leases will be identical except for language specific to any restrictions on units as it pertains to each condominium building (e.g. number of units, income targeting, unit mix, etc.).

The leases will not be cross-defaulted. Under the Contract to Ground Lease, the severance of the ground lease is conditioned upon JAG providing a guarantee of completion for the Project in favor of the County. The ground leases for each of the condominium units will be executed at the time of financial closing in late 2014. At the end of the lease periods, the Board will have ownership of the land and all the improvements thereon. Each ground lease will be between the County and the respective ownership entity for each condominium (the FCRHA will not be a party to either lease).

This structure does not impact design or construction of the Project as a whole. Both Condominium A and Condominium B have been designed by the same architect, will be constructed at the same time by the same general contractor and will be managed by the same property management company. Each condominium, however, will execute separate contracts for with each of the architect, contractor and management agent.

Affordability

Twenty (20) percent of the total units, or 54 units, will be affordable to households with incomes at or below 50 percent of Area Median Income (AMI). The remaining units will be affordable to households with incomes at or below 60 percent of AMI. The Project will be affirmatively marketed to County and school employees and others in the general workforce.

Financing

Condo A: 9 Percent LIHTC

Condo A will be financed using 9 percent LIHTC, a Federal Housing Administration (FHA) insured taxable loan and a deferred developer fee. The lender of the FHA taxable loan is Wells Fargo Bank. The LIHTC syndicator is Stratford Capital Group. The Project received an allocation of 9 percent LIHTC in June 2014.

Condo B: 4 Percent LIHTC

The FCRHA, at its July 31, 2014 meeting, approved the issuance of tax-exempt in an amount not to exceed $15,000,000; the updated financing plan; and application to Virginia Department of Housing and Community Development (VADHCD) for the private activity bond allocation. A public hearing by the FCRHA on the proposed bond issue, pursuant to the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), was held on July 31, 2014. It is anticipated that the FCRHA will approve the final bond issue at its meeting on September 18, 2014.

Fairfax Corner Partners II, LLC has submitted an application requesting $14,745,367 for bond financing to the FCRHA. However, in order to provide flexibility in the event of cost increases, Fairfax Corner Partners II, LLC is requesting a bond issuance of up to $15,000,000. The final bond amount will be determined before the closing and upon completion of full underwriting. The FCHRA will request an allocation for private activity tax-exempt bond volume cap from the VADHCD.

The bonds will be structured so that neither the FCRHA, the County nor the bond holders will be at risk. The bonds will be 100 percent cash-collateralized at all times by bond proceeds and/or the proceeds of the FHA Loan made available by Wells Fargo. Furthermore, these bonds will be nonrecourse to the FCRHA. This structure, as described below in greater detail, allows the developer to bring additional equity to the Project through 4 percent Low Income Housing Tax Credits.

The closing of the financing for Condo A will occur at the same time as the closing of the financing for Condo B.

Timeline:
The estimated timetable of closing actions follows:

Issuance of a Declaration of Intent (Inducement Resolution)	February 21, 2013 **DONE**
Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing and FCRHA Meeting	July 31, 2014 **DONE**
Updated Phase I Environmental	August 2014
Appraisal as required by the FHA mortgage lender	August 2014
Apprise Board of Supervisors re: Updated Financing Plan	September 9, 2014
Tax credit application submitted and reservation received	September 2013
Bond counsel drafts documents required for closing (Bond Indenture, Loan Agreement, etc.)	September 2014
Issuer final bond resolution	September 18, 2014
Private activity bond application approved and allocation awarded by VADHCD	October 2014
FHA commitment received	November 2014
Preliminary Official Statement	November 2014
Underwriter prices and contracts to purchase/sell the bonds and Bond purchase agreement executed	December 2014
Final Official Statement/Remarketing Supplement	November/December 2014
Bond Closing	December 2014
Groundbreaking	December 2014 (estimate)

Potential Benefits

1. The Project will provide 270 new units affordable at 50 and 60 percent of Area Median Income (AMI) under a long-term ground lease with Fairfax County.
2. The Project will remain affordable for a total of 99 years pursuant to the provisions of the ground lease and an Extended Use Agreement that will be entered into under the Low Income Housing Tax Credit program.
3. The Project will be affirmatively marketed to Fairfax County employees and those working nearby.
4. The Project will incorporate green building, universal and sustainable design features. It will also be LEED-certified.
5. This Project is new construction located near shopping centers and transportation.

FISCAL IMPACT:

The FCRHA will receive an issuer's fee at the time of closing in late 2014. The fee is estimated to be $101,507 and will go into Fund 810-C81000, FCRHA General Operating Fund. The FCRHA will also receive an upfront monitoring fee, for the two year construction period, totaling $130,000. Following the construction period the annual monitoring fee will be $15,000. The monitoring fees will go into fund 810-C81000, FCHRA General Operating Fund. A bond application fee of $5,000 has already been received.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution
Attachment 2 – Vicinity Map
Attachment 3 – Fairfax County Government Center Campus Map
Attachment 4 – Renderings of Buildings/Condos

STAFF:

Paula C. Sampson, Director, Department of Housing and Community Development (HCD)
John Payne, Deputy Director, Real Estate, HCD
Aseem K. Nigam, Director, Real Estate Finance and Grants Management Division, (REFGM), HCD

ATTACHMENT 1

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia, on Tuesday, September 9, 2014, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Redevelopment and Housing Authority (the "Authority") of Fairfax County, Virginia, was established pursuant to the Housing Authorities Law, Title 36, Chapter 1 of the Code of Virginia Annotated (1950) (the "Act"), and pursuant to Section 36-19 and Section 36-29 of the Act, the Authority is authorized, among others, to issue bonds from time to time in its discretion, for any of its corporate purposes, and to make loans for assistance in planning, development, acquisition, construction, repair, rehabilitation, equipping or maintenance of commercial, residential or other buildings, provided that prior approval of any such loan by the local governing body shall be required if the building is not located within a housing, redevelopment or conservation area, or a rehabilitation area; and

WHEREAS, the Authority desires to issue and sell its Multifamily Housing Revenue Bonds (The Residences at Government Center Project), in one or more series, in an aggregate principal amount not to exceed $15,000,000 (the "Bonds") and loan the proceeds thereof to Fairfax Corner Partners II, LLC, to finance, refinance, or reimburse the cost of the acquisition, construction, and equipping of 120 units of an affordable multifamily rental housing project known as The Residences at Government Center; fund capitalized interest and other related reserves, if any; and pay costs of issuance of the Bonds (the foregoing, collectively, the "Project"); and

WHEREAS, the Authority held a public hearing at 4500 University Drive, Fairfax, Virginia, on July 31, 2014, for which public notice was duly given on July 17, 2014 (being no fewer than 14 days prior to the date of the public hearing as required under the regulations applicable to Section 147(f) of the Internal Revenue Code of 1986, as amended), and also on July 24, 2014.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors:

1. For the purposes of compliance with Section 147(f)(2)(B) of the Internal Revenue Code of 1986, as amended, the Board of Supervisors does hereby approve the issuance of the Bonds and the Project.

2. The Board of Supervisors in no manner assumes any legal or moral obligation for the Bonds. The Bonds will be limited obligations of the Authority and payable from the revenues pledged thereto pursuant to the Trust Indenture pursuant to which the Bonds will be issued. As required by the Act, the Bonds shall not be a debt of Fairfax County, Virginia, the Commonwealth of Virginia, or any political subdivision thereof (other than the Authority) and neither Fairfax County, Virginia, nor the Commonwealth of Virginia, or any political subdivision thereof (other than the Authority) shall be liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Authority pledged thereto under the Indenture. The Bonds shall not

constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Board expresses no opinion as to the merits of the Project or of its financing.

This Resolution shall take effect immediately.

This Resolution is adopted by a majority of a quorum of the Board of Supervisors present and voting.

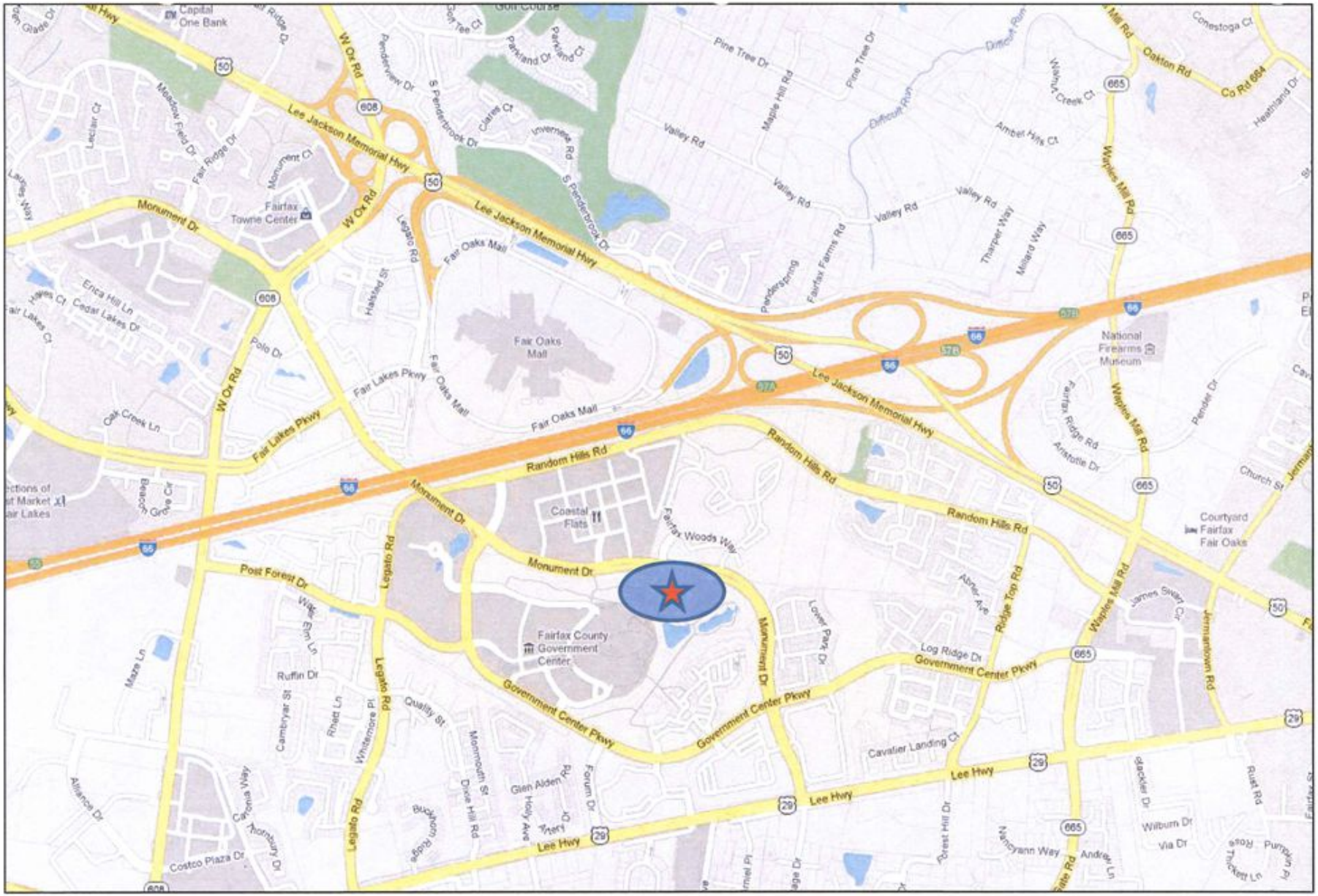
Those members voting in favor of the resolution are:

Those members opposed to the resolution are:

Those members absent from the meeting are:

A Copy Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors



The Residences at Government Center

Residences at Government Center
Neighborhood Map

Residences at Government Center
Rendering

Board Agenda Item
September 9, 2014

ACTION - 9

Authorization to Sign Department of Rail and Public Transportation Project Funding Agreements

ISSUE:
Board of Supervisors' authorization for the County Executive or his designee to sign agreements with the Virginia Department of Rail and Public Transportation (DRPT). These agreements provide funding to Fairfax County in FY 2015 for Washington Metropolitan Area Transit Authority (WMATA) operating assistance and for Fairfax County capital projects.

RECOMMENDATION:
The County Executive recommends that the Board approve the execution of 19 Project Agreements between DRPT and Fairfax County to fund Fairfax County operating and capital projects (Attachments 1 through 19).

TIMING:
The Board of Supervisors should act on this item on September 9, 2014, so that DRPT will release FY 2015 transit funding for each project.

BACKGROUND:
For more than 30 years, the state has disbursed state transit assistance to the Northern Virginia jurisdictions through NVTC. NVTC has used a Subsidy Allocation Model (SAM) to distribute this regional transit funding between the jurisdictions, as required by the Code of Virginia. While the SAM has been amended in the past, the Northern Virginia jurisdictions are satisfied with the current SAM which has essentially been in place for approximately ten years. Beginning with the last fiscal year, DRPT required each of the NVTC jurisdictions contract directly for its transit assistance. This has resulted in 19 separate project agreements, which are attached. Prior to the DRPT change in FY2013, there were only three main agreements processed by NVTC on Fairfax County's behalf (two for WMATA regional projects and one for Fairfax County local projects). In FY2013 and FY2014 there were as many as 29 separate agreements for the jurisdictions to approve locally. In FY2015, NVTC is again able to act as Fairfax County's agent for WMATA regional agreements, and Fairfax County is required to process 19 local agreements. FCDOT staff will continue to work with DRPT to streamline this annual process.

FISCAL IMPACT:
The FY 2015 funding in the Six-Year Improvement Program provides the County with $38,474,000 for Approved Fairfax County Transit Capital Projects and $14,311,518 for Operating Assistance. Funding from the Commonwealth for Transit Capital Projects is provided on a reimbursement basis after the purchase and/or project is complete. These funds are already included in Fairfax County's FY 2015 Adopted Budget, and there will be no additional fiscal impact if this item is approved.

ENCLOSED DOCUMENTS:
Attachment 1 – Project Grant # 72015-32 WMATA Operating Assistance
Attachment 2 – Project Grant # 72015-74 Purchase of 7 35-foot buses
Attachment 3 – Project Grant # 73015-75 Purchase of 10 40-foot buses
Attachment 4 – Project Grant # 73015-76 Purchase of 12 35-foot expansion buses
Attachment 5 – Project Grant # 73015-77 Funding for a 3rd Party contract auditor to inspect buses
Attachment 6 – Project Grant # 73015-78 Purchases of spare parts and associated capital maintenance ("ACM") items
Attachment 7 – Project Grant # 73015-79 Purchase of three support vehicles
Attachment 8 – Project Grant # 73015-80 Design and construction of the Annandale Transit Center
Attachment 9 – Project Grant # 73015-81 Design and construction of the GMU Transit Center
Attachment 10 – Project Grant # 73015-82 Design and construction of the Richmond Highway Transit Center
Attachment 11 – Project Grant # 73015-83 Design and construction of the Springfield CBC parking garage
Attachment 12 – Project Grant # 73015-84 Stringfellow Road parking lot expansion
Attachment 13 – Project Grant # 73015-85 Purchase of passenger shelters
Attachment 14 – Project Grant # 73015-86 Design of the Herndon Metrorail Garage
Attachment 15 – Project Grant # 73015-87 Design of Innovation Center Garage
Attachment 16 – Project Grant # 73015-88 Rehab/Renovation of the Herndon Garage
Attachment 17 – Project Grant # 73015-89 Expansion of the West Ox facility
Attachment 18 – Project Grant # 73015-90 Reston Town Center Renovations
Attachment 19 – Project Grant # 73015-91 Funding for the Columbia Streetcar Project

Board Agenda Item
September 9, 2014

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Noelle Dominguez, Coordination and Funding Division, FCDOT
Patricia McCay, Assistant County Attorney
Malcolm Watson, Transportation Planner, FCDOT

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 72015-32

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and the Fairfax County ("Grantee"), is for the provision of funding for Fiscal Year 2015 Operating Assistance ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for operating assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Fiscal Year 2015 Operating Assistance.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $14,311,518 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project Number: 72015-32
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2015

Operating Assistance Payment Schedule

Payment No.	Estimated Payment Date	Payment Amount
1	August 15, 2014	$ 3,577,879
2	November 15, 2014	$ 3,577,879
3	February 15, 2015	$ 3,577,880
4	May 15, 2015	$ 3,577,880
TOTAL GRANT AMOUNT		**$14,311,518**

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 100%)	$14,311,518
	Total Project Expense	**$14,311,518**

In no event shall this grant exceed $14,311,518.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-74

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the purchase of 17 35-foot replacement buses ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Purchase 17 35-foot replacement buses.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $5,780,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Purchase 17 35-Foot Replacement Buses

State Project Agreement

Project Number: 73015-74
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
478	Grant Amount (State share of Project cost 68%)	$5,780.000
1400	Local share of Project cost (32%)	$2,720.000
	Total Project Expense	$8,500,000

In no event shall this grant exceed $5,780,000.

Attachment 3

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-75

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the purchase of 10 40-foot expansion buses ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Purchase 10 40-foot expansion buses.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $3,400,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Purchase 10 40-Foot Expansion Buses

State Project Agreement

Project Number: 73015-75
Project Start Date: July 1, 2014
Project Expiration Date: March 31, 2016

Fund Code		Item Amount
478	Grant Amount (State share of Project cost 68%)	$3,400.000
1400	Local share of Project cost (32%)	$1,600.000
	Total Project Expense	$5,000,000

In no event shall this grant exceed $3,400,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-76

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the purchase of 12 35-foot expansion buses ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Purchase 12 35-foot expansion buses.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $4,080,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Purchase 12 35-Foot Expansion Buses

State Project Agreement

Project Number: 73015-76
Project Start Date: July 1, 2014
Project Expiration Date: December 31, 2015

Fund Code		Item Amount
478	Grant Amount (State share of Project cost 68%)	$4,080,000
1400	Local share of Project cost (32%)	$1,920,000
	Total Project Expense	$6,000,000

In no event shall this grant exceed $4,080,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-77

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the provision of funding for a 3rd Party contract auditor to inspect buses ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Hire 3rd party contract auditor to inspect buses.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $272,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Hire 3rd Party Contract Auditor to Inspect Buses

State Project Agreement

Project Number: 73015-77
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 68%)	$272,000
1400	Local share of Project cost (32%)	$128,000
	Total Project Expense	$400,000

In no event shall this grant exceed $272,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-78

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the purchase of spare parts and associated capital maintenance ("ACM") items ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Purchase spare parts, ACM items.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $76,500 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Purchase Spare Parts, ACM Items

State Project Agreement

Project Number: 73015-78
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 17%)	$ 76,500
1400	Local share of Project cost (83%)	$373,500
	Total Project Expense	$450,000

In no event shall this grant exceed $76,500.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-79

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the purchase of three support vehicles ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Purchase three support vehicles.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $9,180 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Purchase Three Support Vehicles

State Project Agreement

Project Number: 73015-79
Project Start Date: July 1, 2014
Project Expiration Date: September 30, 2015

Fund Code		Item Amount
478	Grant Amount (State share of Project cost 17%)	$ 9,180
1400	Local share of Project cost (83%)	$44,820
	Total Project Expense	$54,000

In no event shall this grant exceed $9,180.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-80

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the design and construction of the Annandale Transit Center ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Design and construction of Annandale Transit Center.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $68,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Design and Construction of Annandale Transit Center

State Project Agreement

Project Number: 73015-80
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$ 68,000
1400	Local share of Project cost (66%)	$132,000
	Total Project Expense	$200,000

In no event shall this grant exceed $68,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-81

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the design and construction of the GMU Transit Center ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Design and construction of GMU Transit Center.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $68,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Design and Construction of GMU Transit Center

State Project Agreement

Project Number: 73015-81
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$ 68,000
1400	Local share of Project cost (66%)	$132,000
	Total Project Expense	$200,000

In no event shall this grant exceed $68,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-82

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the design and construction of the Richmond Highway Transit Center ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Design and construction of Richmond Highway Transit Center.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $170,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Design and Construction of Richmond Highway Transit Center

State Project Agreement

Project Number: 73015-82
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$170,000
1400	Local share of Project cost (66%)	$330,000
	Total Project Expense	$500,000

In no event shall this grant exceed $170,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-83

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the design and construction of the Springfield CBC parking garage ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Design and construction of Springfield CBC parking garage.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $850,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Design and Construction of Springfield CBC Parking Garage

State Project Agreement

Project Number: 73015-83
Project Start Date: July 1, 2014
Project Expiration Date: May 31, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$ 850,000
1400	Local share of Project cost (66%)	$1,650,000
	Total Project Expense	$2,500,000

In no event shall this grant exceed $850,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-84

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the Stringfellow Road parking lot expansion ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Stringfellow Road parking lot expansion.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $102,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Stringfellow Road Parking Lot Expansion

State Project Agreement

Project Number: 73015-84
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
478	Grant Amount (State share of Project cost 34%)	$102,000
1400	Local share of Project cost (66%)	$198,000
	Total Project Expense	$300,000

In no event shall this grant exceed $102,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-85

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the purchase of passenger shelters ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Purchase passenger shelters.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $595,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Purchase Passenger Shelters

State Project Agreement

Project Number: 73015-85
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
478	Grant Amount (State share of Project cost 34%)	$ 595,000
1400	Local share of Project cost (66%)	$1,155,000
	Total Project Expense	$1,750,000

In no event shall this grant exceed $595,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-86

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the design of the Herndon Metrorail Garage ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Design of Herndon Metrorail Garage.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $782,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Design of Herndon Metrorail Garage

State Project Agreement

Project Number: 73015-86
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$ 782,000
1400	Local share of Project cost (66%)	$1,518,000
	Total Project Expense	$2,300,000

In no event shall this grant exceed $782,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-87

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the design of the Innovation Center Garage ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Design of Innovation Center Garage.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $782,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Design of Innovation Center Garage

State Project Agreement

Project Number: 73015-87
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$ 782,000
1400	Local share of Project cost (66%)	$1,518,000
	Total Project Expense	$2,300,000

In no event shall this grant exceed $782,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-88

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the rehab/renovation of the Herndon Garage ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Rehab/Renovation of the Herndon Garage.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $2,040,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Rehab/Renovation of Herndon Garage

State Project Agreement

Project Number: 73015-88
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2017

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$2,040,000
1400	Local share of Project cost (66%)	$3,960,000
	Total Project Expense	$6,000,000

In no event shall this grant exceed $2,040,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-89

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the expansion of the West Ox facility ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Expansion of the West Ox facility.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $340,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

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Appendix 1

Grantee: Fairfax County

Project: Expansion of West Ox Facility

State Project Agreement

Project Number: 73015-89
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2017

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$ 340,000
1400	Local share of Project cost (66%)	$ 660,000
	Total Project Expense	$1,000,000

In no event shall this grant exceed $340,000.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-90

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the Reston Towne Center Renovations ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Reston Towne Center Renovations.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $47,600 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

Appendix 1

Grantee: Fairfax County

Project: Reston Towne Center Renovations

State Project Agreement

Project Number: 73015-90
Project Start Date: July 1, 2014
Project Expiration Date: December 31, 2015

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$47,600
1400	Local share of Project cost (66%)	$92,400
	Total Project Expense	$140,000

In no event shall this grant exceed $47,600.

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 73015-91

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the provision of funding for the Columbia Street Car project ("Project").

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), on behalf of the Grantee, submitted an application to the Department for funding in the Fiscal Year 2015 – Fiscal Year 2020 Six Year Improvement Program ("SYIP") for capital assistance to support the Grantee's locally provided transit service; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Columbia Street Car project.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $299,200 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

Appendix 1

Grantee: Fairfax County

Project: Columbia Street Car Project

State Project Agreement

Project Number: 73015-91
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2016

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 34%)	$299,200
1400	Local share of Project cost (66%)	$580,800
	Total Project Expense	$880,000

In no event shall this grant exceed $299,200.

Board Agenda Item
September 9, 2014

ACTION - 10

Approval of Project Agreement Between the Commonwealth of Virginia Department of Rail and Public Transportation and Fairfax County for Funding Fiscal Year 2015 Transportation Demand Management Outreach and Rideshare Operating Assistance

ISSUE:
Approval for the Director of the Department of Transportation to sign Project Agreement for Use of Commonwealth Transportation Funds approved by the Commonwealth Transportation Board on June 18, 2014, to continue ridesharing and transit marketing activities in FY 2015. Of the total grant award, $501,547 is state funding from the Virginia Department of Rail and Public Transportation (VDRPT) and the remaining $125,387 is the required 20 percent Local Match. The grant period runs from July 1, 2014, through June 30, 2015.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Director of the Department of Transportation to sign this project agreement that falls under the DRPT Master Agreement and that have been approved by the Commonwealth Transportation Board expressly for Transportation Demand Management outreach and rideshare operating assistance.

TIMING:
Board action is requested on September 9, 2014, in order to implement the FY 2015 Transportation Demand Management outreach and rideshare operating assistance marketing activities.

BACKGROUND:
The Transportation Demand Management Marketing and Ridesharing Program has received state grant support every year since 1984. This grant program provides funding to promote the use of High Occupancy Vehicle lanes, park and ride facilities, and commuter alternatives throughout Fairfax County including, ridematching, carpooling, teleworking, vanpooling, biking, walking, the Guaranteed Ride Home (GRH) program, FAIRFAX CONNECTOR, Metrobus, Metrorail, Virginia Railway Express (VRE), and other alternatives to single-occupant driving. It also promotes cooperative events/marketing campaigns such as transportation fairs, County expos, marketing campaigns with other jurisdictions and the Washington Metropolitan Area Transit Authority (WMATA). In addition, funds are used to support FCDOT's Transportation Demand Management (TDM) activities including proffer review, participation in

Congestion Mitigation Programs, and coordination with other entities to reduce vehicle miles traveled; provide support to Transportation Management Associations (TMAs); promote specific marketing campaigns in targeted areas; support production and distribution of various marketing materials, such as maps, timetables, brochures, flyers, and posters; support the County's participation in the Metropolitan Washington Council of Governments' COMMUTER CONNECTIONS network; and provide ridematching assistance to commuters Countywide. The rideshare program provides free ridematching services to County residents and to employees who work at employment sites within the County.

The Commonwealth Transportation Board (CTB) approved funding for the County's TDM and rideshare Marketing Program on June 18, 2014.

FISCAL IMPACT:
Funding of $626,934 for the TDM and rideshare Marketing Program is available to continue ridesharing and TDM marketing activities in FY 2015. Of the total grant award, $501,547 is state funding from the Virginia Department of Rail and Public Transportation (VDRPT) and the remaining $125,387 is the required 20 percent Local Cash Match approved at carryover FY2014 in Fund 100. No additional funding is required from the County. The grant period runs from July 1, 2014, through June 30, 2015.

ENCLOSED DOCUMENTS:
Attachment I: Project Agreement Fiscal Year 2015 –Grant Number 71015-10

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Ellen Posner, Coordination and Funding, Department of Transportation
Beth Francis, Chief, Transportation Marketing Section, Department of Transportation
Walter E. Daniel, Jr., Transportation Marketing Section, Department of Transportation

Attachment I

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 71015-10

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the provision of funding for Fiscal Year 2015 Transportation Demand Management rideshare operating assistance ("Project").

WHEREAS, the Grantee submitted an application to the Department for funding in the Fiscal Year 2015 Six Year Improvement Program for the Project; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Development of an Annual Work Plan for approval by the Department, and
    b. Operation of the Grantee's rideshare program.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $501,547 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN WITNESS WHEREOF, the Department and the Grantee have caused this Agreement to be executed by their duly authorized officials on the dates listed below.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1
Grantee: Fairfax County

Project No: 71015-10
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2015

Rideshare Assistance
(Transportation Demand Management)

Payment No.	Estimated Payment Date	Payment Amount
1	October 15, 2014	$158,824
2	January 15, 2015	$158,824
3	April 15, 2015	$158,824
4	Final Payment *	$ 25,075
TOTAL GRANT AMOUNT		$501,547

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 80%)	$501,547
1400	Local share of Project cost (20%)	$125,387

In no event shall this grant exceed $501,547.

* The processing for each payment will be initiated on the estimated payment date. The final payment will be processed when a signed copy of the Certification of Ridesharing Expenses is received by the Department of Rail and Public Transportation. The Certification shall be submitted no later than September 30, 2015.

Board Agenda Item
September 9, 2014

ACTION - 11

Approval of Project Agreement Between Commonwealth of Virginia Department of Rail and Public Transportation and Fairfax County for Funding Fiscal Year 2015 Transportation Demand Management Plan

ISSUE:
Board approval for the Director of the Department of Transportation to sign Project Agreement for Use of Commonwealth Transportation Funds of $30,000 for a Transportation Demand Management Plan (TDMP) FY 2015. The Virginia Department of Rail and Public Transportation (VDRPT) now requires that any transportation demand management program operator receiving state or federal funding through VDRPT prepare, adopt, and submit a TDMP. Of the total grant award, $6,000 is the required 20 percent Local Match. The grant period runs from July 1, 2014, through June 30, 2015.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the Director of the Department of Transportation to sign this project agreement that falls under the DRPT Master Agreement and that have been approved by the Commonwealth Transportation Board expressly for Transportation Demand Management outreach and rideshare operating assistance.

TIMING:
Board action is requested on September 9, 2014, in order to request solicitation from a TDM consultant to develop a TDM Plan. The Commonwealth Transportation Board approved funds on June 18, 2014.

BACKGROUND:
The TDMP will improve efficiency and effectiveness of the County's TDM program by identifying the needs and required resources for maintaining, modifying and enhancing services provided to the general public. The plan will also provide a solid foundation for funding requests and feed directly into the planning process. TDMP will provide the flexibility to address changes in areas such as; organizational and governance changes, new services, available funding, land use plans and development plans, economic conditions, population and employment changes and patterns, demographic trends and changes, and changes in federal and state laws and regulations.

The Commonwealth Transportation Board (CTB) approved funding for Fairfax County's Transportation Demand Management Plan on June 18, 2014.

FISCAL IMPACT:
Funding of $30,000 for the TDMP total grant award, $24,000 is state funding from the Virginia Department of Rail and Public Transportation (VDRPT) and the remaining $6,000 is the required 20 percent Local Cash Match approved at carryover FY2014 in Fund 100. No additional funding is required from the County. The grant period runs from July 1, 2014 through June 30, 2015.

ENCLOSED DOCUMENTS:
Attachment I: Project Agreement Fiscal Year 2015 – Grant Number 71415-09

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Ellen Posner, Coordination and Funding, Department of Transportation
Beth Francis, Chief, Transportation Marketing Section, Department of Transportation
Walter E. Daniel, Jr., Transportation Marketing Section, Department of Transportation

Attachment 1

Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2015
Six Year Improvement Program Approved Project
Grant Number 71415-09

This Project Agreement ("Agreement"), effective July 1, 2014, by and between the Commonwealth of Virginia ("Commonwealth") Department of Rail and Public Transportation ("Department"), and Fairfax County ("Grantee"), is for the provision of funding for Fiscal Year 2015 Transportation Management Project ("Project").

WHEREAS, the Grantee submitted an application to the Department for funding in the Fiscal Year 2015 Six Year Improvement Program for a Transportation Management Project; and

WHEREAS, the Department has approved funding for the Project; and

WHEREAS, on June 18, 2014, the Commonwealth Transportation Board ("CTB") allocated funding for the Project; and

WHEREAS, the parties wish to define the extent of the Project, the responsibilities of each party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. The Work under the terms of this Agreement is as follows:

    a. Development of a final Scope of Work for approval by the Department, and
    b. Transportation Demand Management ("TDM") plan.

2. The Department agrees to provide funding as detailed below:

    a. State grant funding in the amount of $24,000 for the Project approved in the Fiscal Year 2015 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Agreement.

3. The Grantee hereby acknowledges that state grant funding for this grant cannot exceed the amount allocated by the CTB and that state grant funding is contingent upon appropriation by the General Assembly of Virginia.

ARTICLE 2. INCORPORATION OF MASTER AGREEMENT FOR USE OF COMMONWEALTH FUNDS

The parties hereby agree to incorporate the Master Agreement for Use of Commonwealth Transportation Funds, dated May 30, 2012, as if set out in full herein.

This space intentionally left blank

IN WITNESS WHEREOF, the Department and the Grantee have caused this Agreement to be executed by their duly authorized officials on the dates listed below.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: TDM Plan

Transportation Management Project Agreement

Project Number: 71415-09
Project Start Date: July 1, 2014
Project Expiration Date: June 30, 2015

Fund Code		Item Amount
477	Grant Amount (State share of Project cost 80%)	$24,000
1400	Local share of Project cost (20%)	$ 6,000
	Total Project Expense	$30,000

In no event shall this grant exceed $24,000.

Board Agenda Item
September 9, 2014

ACTION - 12

Approval of Comments on the Draft Real Property Master Plan and the Draft Environmental Impact Statement for Short-Term Projects and Real Property Master Plan Update at Fort Belvoir, Virginia

ISSUE:
The Department of the Army has issued a Draft Environmental Impact Statement (DEIS) for Short-Term Projects and Real Property Master Plan Update at Fort Belvoir, Virginia. Concurrently, the National Capital Planning Commission (NCPC) has referred the final Draft Real Property Master Plan (RPMP) to Fairfax County for review and comment. A public meeting on the DEIS is anticipated to be held by the Army on September 25, 2014, and the public comment period ends on October 30, 2014. The Draft RPMP has been tenatively scheduled for action at the October 2, 2014 NCPC meeting, with comments in advance of themeeting. A Final Environmental Impact Statement will be published subsequently with issuance of a Record of Decision to follow. NCPC action on the final RPMP documents will occur subsequent to the issuance of the Record of Decision.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the cover letters and comments prepared by staff (see Attachments 1, 2, and 3) and authorize the transmittal of these materials to NCPC and Fort Belvoir.

TIMING:
Board action is requested on September 9, 2014 in order to meet the NCPC deadline for comments.

BACKGROUND:
The RPMP serves as a framework for developing and managing real property on Fort Belvoir, including the 7,682-acre Main Post and the 807-acre Fort Belvoir North Area. The existing RPMP, adopted in 1993 and amended in 2002 and 2007, does not adequately reflect the present nature of Fort Belvoir, which has evolved from an installation focused on troop support and training to an administrative support center housing a number of Department of Defense organizations. The updated RPMP seeks to reflect the evolution of Fort Belvoir, providing a framework for future growth from the nearly 40,000 personnel currently employed at Fort Belvoir, to a total of 56,000 by 2030. The RPMP includes three documents, the Installation Vision and Development Plan, the Installation Planning Standards, and the Transportation Management Plan.

The DEIS evaluates the potential environmental consequences of implementing the RPMP update for Fort Belvoir. The EIS identifies and evaluates reasonable alternatives, potential environmental consequences, cumulative effects, and mitigation measures to inform Army decisionmaking on implementing the RPMP's elements, which include 56 short-term projects by 2017 and 19 long-term projects by 2030.

The DEIS considers a range of reasonable alternative ways to implement the RPMP as well as the No Action Alternative. The range of alternatives developed had to meet the project purpose and need, minimize environmental impacts, recognize the possibility of funding delays (which would postpone projects), and ensure that access to the FBNA was sufficient to accommodate future development. The net workforce increases are measured from the fall 2011 (post-BRAC) workforce of approximately 39,000. In all, three alternatives (in addition to a No Action alternative) are presented:

- Alternative 1 – Full Implementation (Preferred Alternative): Alternative 1 assumes that all parts of the RPMP would be approved and implemented, including the Installation Vision and Development Plan, the Installation Planning Standards, and the Transportation Management Plan. Full implementation would result in a total post workforce of approximately 44,000 by 2017 and 56,000 by 2030.
- Alternative 2 – Modified Long-Term: Alternative 2 assumes full implementation of the RPMP except that there would be no long-term development project on the FBNA (a proposed secure campus for 7,500 additional personnel). Also, two projects involving expansion of the Defense Logistics Agency, would be delayed until the long-term. Alternative 2 allows a comparison of the transportation system effects of not building on the FBNA in the long term with building a major, new, secure campus for 7,500 personnel in the long term under Alternatives 1 and 3. Implementing Alternative 2 would result in approximately 43,000 personnel on post by 2017 and 50,000 by 2030.
- Alternative 3 – Modified Short-Term: Alternative 3 assumes almost full implementation of the master plan except that implementation of the majority of short-term projects would be delayed from the short-term (2012-2017) to the long-term (2018-2030) and some projects would have fewer personnel than under Alternative 1. Projects postponed until 2018 or later would still be implemented. Implementing this alternative would result in approximately 40,000 personnel by 2017 and 55,000 by 2030.

Staff has reviewed the Draft RPMP and DEIS and has prepared letters and comments for transmittal to NCPC and Fort Belvoir. For each document, the comments are presented in two sections: major issues and suggested corrections. These materials are enclosed as Attachments 1, 2, and 3. The Department of Planning and Zoning (DPZ) coordinated the preparation of these materials, but the cover letter and comments reflect the collective efforts of the following agencies:

- Department of Planning and Zoning

- Department of Transportation
- Fairfax County Park Authority
- Department of Public Works and Environmental Services
- Health Department
- Fairfax County Public Schools
- Police Department
- Fire and Rescue Department
- Fairfax County Environmental Coordinator
- Fairfax Water

Staff is supportive of Fort Belvoir's efforts to update the RPMP, which will allow for proposed development on the installation to be analyzed within the context of a guiding framework for the future. However, staff has some concerns about the impacts of implementing the RPMP. Most notably, staff feels that the DEIS does not clearly show how mitigation strategies for transportation impacts were derived, nor does it clearly illustrate how the proposed mitigation strategies would address deficiencies in the transportation network. These concerns, as well as a list of suggestions or clarifications related to the environmental issues, heritage resources, schools, and land use are included within Attachment 3.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Draft letter from Sharon Bulova, Chairman, Fairfax County Board of Supervisors, to Christine Saum, Director, Urban Design and Plan Review, NCPC, transmitting the staff comments on the Draft RPMP and the DEIS
Attachment 2: Draft letter from Sharon Bulova, Chairman, Fairfax County Board of Supervisors, to Colonel Michelle D. Mitchell, Commander, U.S. Army Garrison Fort Belvoir, transmitting the staff comments on the Draft RPMP and DEIS
Attachment 3: Appendices to the draft letters to NCPC and Fort Belvoir

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Tom Biesiadny, Director, Department of Transportation (DOT)
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Kimberly M. Rybold, Planner III, Policy and Plan Development Branch, PD, DPZ

Attachment 1

COMMONWEALTH OF VIRGINIA
County of Fairfax
BOARD OF SUPERVISORS

SUITE 530
12000 GOVERNMENT CENTER PKWY
FAIRFAX, VIRGINIA 22035-0071

TELEPHONE: 703-324-2321
FAX: 703-324-3955
TTY: 711

chairman@fairfaxcounty.gov

SHARON BULOVA
CHAIRMAN

September 9, 2014

Christine Saum, AIA
Director, Urban Design and Plan Review
National Capital Planning Commission
401 9th Street, NW
North Lobby, Suite 500
Washington, DC 20004

Dear Ms. Saum:

Through this letter, I am transmitting comments from Fairfax County staff regarding the Draft Real Property Master Plan (RPMP) for Fort Belvoir, Virginia, and the accompanying Draft Environmental Impact Statement (DEIS) for Short Term Projects and Real Property Master Plan Update. These comments were reviewed and endorsed by the Fairfax County Board of Supervisors at its September 9, 2014 meeting.

The proposed action would result in an updated RPMP to guide future growth through 2030. The existing RPMP, adopted in 1993 and amended in 2002 and 2007, does not adequately reflect the present nature of Fort Belvoir, which has evolved from an installation focused on troop support and training to an administrative support center housing a number of Department of Defense organizations. The updated RPMP seeks to reflect the evolution of Fort Belvoir, providing a framework for future growth from the nearly 40,000 personnel currently employed at Fort Belvoir, to a total of 56,000 by 2030.

Over the past few years, Fort Belvoir planners have coordinated with county staff as the draft RPMP documents have developed. We appreciate the coordination that has occurred and are supportive of Fort Belvoir's efforts to update its RPMP. This will allow for proposed development on the installation to be analyzed within the context of a guiding framework for the future. In particular, we wish to highlight the strong environmental stewardship ethic that is evident throughout the RPMP documents. We recognize that Fort Belvoir's stewardship efforts extend well beyond regulatory mandates, and stress admiration for and appreciation of this stewardship ethic.

We have some concerns about the proposed action, particularly as it relates to the characterization of impacts. The DEIS highlights some adverse impacts that future growth may have on the transportation network. Overall, staff feels that the DEIS does not clearly show how mitigation strategies were derived, nor does it clearly illustrate how the proposed mitigation strategies would address deficiencies in the transportation network. There is no post-mitigation analysis provided as a part of the DEIS or Transportation Management Plan (TMP) that supports the recommended improvements outlined in the DEIS. For impacts that have been identified, but not fully quantified, the Final EIS should contain a commitment that prior to final design approval for any projects contained within this EIS, an updated traffic impact analysis will be conducted and, in consultation with the Fairfax County Department of

Transportation (FCDOT) and the Virginia Department of Transportation (VDOT), all such measures as may be necessary will be taken to mitigate those impacts.

A comprehensive set of comments for each document is attached. Comments related to the March 2014 Draft RPMP can be found in Attachments A and B, while those specific to the April 2014 DEIS are within Attachments C and D. I recommend coordination between the project consultants and county staff on the resolution of any outstanding issues. Our points of contact are Marianne Gardner and Kimberly Rybold with the Department of Planning and Zoning (703-324-1380).

Thank you for your attention and for your consideration of our comments.

Sincerely,

Sharon Bulova
Chairman, Fairfax County Board of Supervisors

SB/KMR

Attachments: As Stated

cc: Fairfax County Board of Supervisors
Fairfax County Planning Commission
Fairfax County School Board
Fairfax County Park Authority Board
Fairfax County Environmental Quality Advisory Council
Fairfax County Transportation Advisory Commission
Colonel Michelle D. Mitchell, U.S. Army Garrison Fort Belvoir
Edward L. Long, Jr., County Executive
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Fred R. Selden, Director, Department of Planning and Zoning
James W. Patteson, Director, Department of Public Works and Environmental Services
Gloria Addo-Ayensu, Director, Department of Health
Kirk W. Kincannon, Director, Fairfax County Park Authority
Karen Garza, Superintendent, Fairfax County Public Schools

Attachment 2

COMMONWEALTH OF VIRGINIA
County of Fairfax
BOARD OF SUPERVISORS

SUITE 530
12000 GOVERNMENT CENTER PKWY
FAIRFAX, VIRGINIA 22035-0071

TELEPHONE: 703-324-2321
FAX: 703-324-3955
TTY: 711

chairman@fairfaxcounty.gov

SHARON BULOVA
CHAIRMAN

September 9, 2014

Colonel Michelle D. Mitchell
Commander, U.S. Army Garrison Fort Belvoir
Re: Real Property Master Plan EIS
9430 Jackson Loop
Fort Belvoir, VA 22060

Dear Colonel Mitchell:

Through this letter, I am transmitting comments from Fairfax County staff regarding the Draft Real Property Master Plan (RPMP) for Fort Belvoir, Virginia, and the accompanying Draft Environmental Impact Statement (DEIS) for Short Term Projects and Real Property Master Plan Update. These comments were reviewed and endorsed by the Fairfax County Board of Supervisors at its June 3, 2014 meeting.

The proposed action would result in an updated RPMP to guide future growth through 2030. The existing RPMP, adopted in 1993 and amended in 2002 and 2007, does not adequately reflect the present nature of Fort Belvoir, which has evolved from an installation focused on troop support and training to an administrative support center housing a number of Department of Defense organizations. The updated RPMP seeks to reflect the evolution of Fort Belvoir, providing a framework for future growth from the nearly 40,000 personnel currently employed at Fort Belvoir, to a total of 56,000 by 2030.

Over the past few years, Fort Belvoir planners have coordinated with county staff as the draft RPMP documents have developed. We appreciate the coordination that has occurred and are supportive of Fort Belvoir's efforts to update its RPMP. This will allow for proposed development on the installation to be analyzed within the context of a guiding framework for the future. In particular, we wish to highlight the strong environmental stewardship ethic that is evident throughout the RPMP documents. We recognize that Fort Belvoir's stewardship efforts extend well beyond regulatory mandates, and stress admiration for and appreciation of this stewardship ethic.

We have some concerns about the proposed action, particularly as it relates to the characterization of impacts. The DEIS highlights some adverse impacts that future growth may have on the transportation network. Overall, staff feels that the DEIS does not clearly show how mitigation strategies were derived, nor does it clearly illustrate how the proposed mitigation strategies would address deficiencies in the transportation network. There is no post-mitigation analysis provided as a part of the DEIS or Transportation Management Plan (TMP) that supports the recommended improvements outlined in the DEIS. For impacts that have been identified, but not fully quantified, the Final EIS should contain a commitment that prior to final design approval for any projects contained within this EIS, an updated traffic impact analysis will be conducted and, in consultation with the Fairfax County Department of

Transportation (FCDOT) and the Virginia Department of Transportation (VDOT), all such measures as may be necessary will be taken to mitigate those impacts.

A comprehensive set of comments for each document is attached. Comments related to the March 2014 Draft RPMP can be found in Attachments A and B, while those specific to the April 2014 DEIS are within Attachments C and D. I recommend coordination between the project consultants and county staff on the resolution of any outstanding issues. Our points of contact are Marianne Gardner and Kimberly Rybold with the Department of Planning and Zoning (703-324-1380).

Thank you for your attention and for your consideration of our comments.

Sincerely,

Sharon Bulova
Chairman, Fairfax County Board of Supervisors

SB/KMR

Attachments: As Stated

cc: Fairfax County Board of Supervisors
Fairfax County Planning Commission
Fairfax County School Board
Fairfax County Park Authority Board
Fairfax County Environmental Quality Advisory Council
Fairfax County Transportation Advisory Commission
Christine Saum, National Capital Planning Commission
Edward L. Long, Jr., County Executive
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
Fred R. Selden, Director, Department of Planning and Zoning
James W. Patteson, Director, Department of Public Works and Environmental Services
Gloria Addo-Ayensu, Director, Department of Health
Kirk W. Kincannon, Director, Fairfax County Park Authority
Karen Garza, Superintendent, Fairfax County Public Schools

Attachment A

Draft Real Property Master Plan for Fort Belvoir, Virginia
Comments from Fairfax County, Virginia

Policy Issues

This attachment presents a compilation of comments as identified through a multi-agency review of the Installation Vision and Development Plan, Installation Planning Standards, and Transportation Management Plan components of the Draft Real Property Master Plan dated March 2014. The following agencies participated in this review:

County Executive's Office (Fairfax County Environmental Coordinator)
Fairfax County Department of Planning and Zoning
Fairfax County Department of Public Works and Environmental Services
Fairfax County Department of Transportation
Fairfax County Health Department
Fairfax County Fire and Rescue Department
Fairfax County Park Authority
Fairfax County Police Department
Fairfax County Public Schools
Fairfax Water

March 2014 Draft Real Property Master Plan for Fort Belvoir, Virginia
Draft Installation Vision and Development Plan, Draft Installation Planning Standards, and Draft Transportation Management Plan
Comments from Fairfax County, Virginia – Policy Issues

VDP = INSTALLATION VISION AND DEVELOPMENT PLAN
IPS = INSTALLATION PLANNING STANDARDS
TMP = TRANSPORTATION MANAGEMENT PLAN
DEIS = DRAFT ENVIRONMENTAL IMPACT STATEMENT

GENERAL COMMENTS

The comments that follow are organized by document, chapter, and page number. Throughout the documents, it is noted that there are some grammatical and typographical errors, as well as other suggested corrections. The comments do not point out each error specifically; however, a collection of the most notable suggested corrections is listed in Appendix B. Care should be taken in preparing the final documents to proofread and correct these errors. In addition, some maps and images within the documents are difficult to read, particularly in the hard copy version. For instance, several maps contain a layer called "Constrained Development Areas" that is not clearly visible on the printed version of the maps. Likewise, some features shown in the Regulating Plan figures within the Installation Planning Standards (IPS) are difficult to read in the hard copy version, including BRAC PA Restricted Areas. These graphics should be refined prior to publication of the final documents so that all information being illustrated is communicated clearly.

Overall, staff appreciates that many of the county's comments on the March 2013 draft Real Property Master Plan (RPMP) have been incorporated into this latest (March 2014) draft of the RPMP. In some instances, it appears as though some of these comments, while addressed in this draft of the RPMP, were not addressed in corresponding sections of the DEIS. Where applicable, these inconsistencies are noted within comments for the DEIS, contained within Appendices C and D.

INSTALLATION VISION AND DEVELOPMENT PLAN (VDP)

General Comments

While there are a number of specific comments outlined in this document relating to the siting and design of new development (and associated stormwater management) staff feels that Fort Belvoir has prepared a document that reflects well on the needs for environmentally-sensitive location and design approaches.

Staff had previously raised concerns about the potential cumulative impacts of the RPMP projects on air quality. In response to these concerns, Fort Belvoir noted that air quality assessments would more appropriately be addressed within the Environmental Impact Statement

than within the RPMP. Staff concurs and has prepared comments regarding air quality assessments in its review of the DEIS for the RPMP.

Staff continues to support the proposed Master Plan Guiding Principles of "Achieve environmental sustainability" and "Support the natural habitat" and notes the prominence of the concept of environmental stewardship within the Garrison Mission Statement. This environmental stewardship ethic is evident throughout the master plan documents, and it is recognized that Fort Belvoir's stewardship efforts extend well beyond regulatory mandates. County staff stresses admiration for and appreciation of this stewardship ethic; Fort Belvoir has long held a commitment to environmental stewardship and staff thanks Fort Belvoir for this commitment. While there are numerous detailed comments and questions relating to environmental considerations, recognition of and support for Fort Belvoir's environmental stewardship efforts should be stressed. The detailed comments on environmental considerations are offered within this supportive context.

County staff had previously noted that the RPMP draft documents did not contain references to tidal wetland or shoreline management. It was also noted that the Fairfax County Wetlands Board had adopted a living shoreline policy (www.fairfaxcounty.gov/dpz/environment/finallivingshoreline.pdf), and it was recommended that a similar policy be included in the RPMP. In response, Fort Belvoir noted the recognition of tidal wetlands in a natural resource appendix as well as the Integrated Natural Resource Management Plan. Fort Belvoir also referenced the Environmental Impact Statement associated with the RPMP update, and the DEIS does identify tidal wetland plant communities. The DEIS indicates that all wetland impacts of the various alternatives would occur in nontidal areas. The Installation Planning Standards document identifies 11 districts on the post for which Regulating Plans have been developed ("areas where future growth may occur"), and only one of these districts could potentially include tidal wetland areas (the South Post Community Support District). It is clear from the Regulating Plan for that district that no development in that area would directly affect tidal wetlands. Tidal wetland management efforts would not, therefore, be relevant to any of the specific development projects anticipated within the timeframe of the planning documents. However, if Fort Belvoir would see a need for tidal shoreline stabilization efforts that would be completely independent of these projects, efforts consistent with the living shoreline policy would be appropriate. County staff is encouraged by Fort Belvoir's response that "Fort Belvoir strives to use natural stabilization methods in all restoration projects for both shorelines and streams" and, consistent with this statement, continues to encourage Fort Belvoir to recognize the living shoreline policy within its planning documents.

As identified in county staff's scoping comments for the Environmental Impact Statement associated with the RPMP, consideration should be given to the following:

- Guidelines and controls for land disturbing activities to include maintenance and training to prevent damage to natural resources.

- A prohibition against the use of any non-native invasive plant species in plantings on post and a non-native invasive species inventory and control program.
- Revision of the proposed landscape treatments for naturalized landscaping to utilize locally common native plant species shown occurring in Fairfax County in the Digital Atlas of Virginia Flora.
- A strong program for controlling white-tailed deer to reduce the population to the ecological carrying capacity. The program should include population surveys, browse impact surveys to measure vegetative response and recovery, and funding and staff commitments to reduce and control deer herds and not solely relying on volunteer hunting, as this has not been shown to be capable of reducing deer to necessary levels to recover native vegetation.

Chapter 1: Master Plan Vision

VDP 1-2 and 1-4: Staff thanks Fort Belvoir for its responsiveness to earlier comments regarding opportunities to enhance energy efficiency and water conservation, noting that the "Achieve environmental sustainability" principle now includes statements to "capitalize use of on-site power generation by servicing multiple buildings," to "select energy sources that promote renewable technologies and programs" and to "expand our leadership role in water conservation best practices." Staff also supports the "Energy and Water Efficiency, and Security" Line of Effort from the Installation Management Campaign Plan.

VDP 1-4: Consistent with guidance presented later in the document (see Planning Considerations on pages 2-9, 2-10, 2-11 and 2-14), Fort Belvoir should consider expanding the second item under "Support the natural habitat" by adding the concept of restoration to the concepts of preservation and protection.

VDP 1-5: The last item under "Create a diverse and dynamic community" states: "Take advantage of the unique waterfront resource for recreational and other public uses." It is stressed that this should be done in a manner consistent with environmental constraints and opportunities. County staff appreciates Fort Belvoir's earlier concurrence with this comment.

Chapter 2: Site Assessment

VDP 2-5 and elsewhere within both the VDP and IPS: The word "watersheds" is used inconsistently within the document. In the first paragraph under Water Resources, the term is used to describe both the three major watersheds on the post (Accotink Creek, Pohick Creek and Dogue Creek) as well as seven smaller drainage areas within these broader areas. Staff recommends that Fort Belvoir use the same watershed naming conventions as Fairfax County and refer to the smaller on-post drainage areas as "catchments," "sub-watersheds" (such as the reference to the "Accotink Bay sub-watershed on page 5-13 of the VDP) or "drainage areas." If this will not be possible due to naming conventions applied in Fort Belvoir's Integrated Natural

Resource Management Plan, perhaps the three broader watershed areas can be referred to as "Fairfax County-designated watersheds."

VDP 2-6: County staff had previously suggested that, in light of its low levels of fragmentation, its size, its extent of ecologically significant areas and other factors, the Southwest Area of the post be considered for addition to the list of special natural areas and that this area be adaptively managed for biodiversity in support of the guiding principle to "recognize and preserve existing biodiversity." In response, Fort Belvoir noted that special natural areas are designated within the Integrated Natural Resource Management Plan (INRMP) consistent with Department of Defense and Department of Army policies and recognized that significant portions of the Southwest Area are protected through the INRMP. Fort Belvoir further noted that the "Southwest Area" designation is a planning designation and not a natural resource-based designation and that it would therefore be inappropriate to define it as a special natural area. County staff appreciates this response and recommends that, regardless of how this area may be designated, it be adaptively managed for biodiversity and that any adverse impacts associated with training activities that may occur within it be mitigated.

VDP 2-7: Staff previously asked for guidance on the criteria that Fort Belvoir use to define 100-year floodplains; it was recommended that the county's Zoning Ordinance definition be used, which applies a floodplain designation to any stream with a drainage area of greater than 70 acres. Fort Belvoir responded by noting that, for its baseline mapping for general planning guidance, it follows state and federal definitions, which apply Federal Emergency Management Agency guidelines for floodplains. However, Fort Belvoir also noted that the installation generally requires that site plans for new construction follow county requirements with regard to limits of 100-year floodplains and Resource Protection Areas (RPAs). Staff appreciates Fort Belvoir's sensitivity to, and application of, the county's definition and recommends that clarification be provided in the master plan regarding the need to apply the county's definition during the site plan process.

VDP 2-7, 2-63, 5-13 and IPS (particularly pages 6-3 through 6-5 and 6-40): Staff supports the proposed planning consideration for the application of better site design and low impact development (LID) practices, as well as the planning consideration referencing a need to comply with state and county stormwater management requirements. Page 6-3 of the IPS states that "Fairfax County regulations are generally in accordance with VSMP (Virginia Stormwater Management Program) requirements, but may not be updated to comply with the most recent state requirements." Fairfax County has adopted a new Stormwater Management Ordinance pursuant to Virginia's Stormwater Management Regulations; the updating referenced on page 6-3 has occurred. It is noted, though, that contrary to what is suggested in the first paragraph on page 6-4 of the IPS, neither the state regulations nor the county ordinance that has been adopted per these regulations require stormwater management efforts as stringent as those mandated for federal projects by Section 438 of the Energy Independence and Security Act of 2007.

VDP 2-7, 2-63, 5-13 and IPS (particularly pages 6-3 through 6-5 and 6-40): Staff supports the incorporation of LID techniques into site design and, consistent with the proposed planning

considerations, encourages Fort Belvoir to design stormwater management strategies to infiltrate, evapotranspire or reuse stormwater runoff to the extent practicable. Fort Belvoir pursues stormwater management approaches that would achieve goals that are likely to go beyond county requirements, notably the efforts mandated by Section 438 of the Energy Independence and Security Act of 2007. Compliance with Section 438 will necessitate that considerable emphasis be placed on stormwater reuse, infiltration, and evapotranspiration through measures such as vegetated roofs. Indeed, Fort Belvoir has highlighted to county staff that, per installation master planning guidance, LID efforts are emphasized. Section 438 of the Energy Independence and Security Act (EISA) is recognized on pages 2-63 and 5-13 of the VDP (as well as on pages 6-3 and 6-4 of the IPS), and it is recommended that it also be recognized as a planning consideration on page 2-7 (either directly or through a general reference to federal requirements). In response to an earlier comment, Fort Belvoir indicated that it has coordinated with the Stormwater Planning Division (SWPD) of the Department of Public Works and Environmental Services (DPWES). This coordination should be continued.

VDP 2-9, 2-11 and B-9: On page 2-11, the document states that "The Fairfax County EQC (Environmental Quality Corridor) is a comprehensive plan policy; it is not enforced by a regulation. It is the view of county staff that, while the EQC policy has no regulatory application, it is a key Board of Supervisors-adopted environmental policy that is applied consistently and thoroughly during the county's zoning process. It would, therefore, be appropriate to consider consistency with this policy as development projects on Fort Belvoir are reviewed, even though the county has no approval authority for these projects. The document further states: "Fort Belvoir's environmental site constraints . . . compare and align with Fairfax County's EQC policies." County staff agrees that this is largely (but not entirely) the case, and Appendix B-2 bears this out. The appendix further demonstrates that Fort Belvoir has identified large areas of environmentally-constrained "severely restricted" land that that would fall outside of the stream valley core area of the EQC policy. County staff thanks Fort Belvoir for establishing this alignment and for the breadth of its conservation efforts. However, there is at least one substantial area where Fort Belvoir's approach to riparian area protection does not align with the EQC policy, and the document could better clarify the extent of the development constraint associated with steeply sloping areas adjacent to streams and floodplains. The most significant difference between Fort Belvoir's environmental site constraints and the EQC policy concerns the widths of buffer areas that would be protected adjacent to intermittent streams. Fort Belvoir's policy is to establish 35-foot wide protected areas along each side of intermittent streams. The EQC policy establishes a variable-width buffer area based on average slope adjacent to the stream or floodplain. At a minimum, the EQC buffer width is 50 feet; there is an additional four feet of minimum buffer width for every percent of the average slope adjacent to the floodplain or stream (see http://www.fairfaxcounty.gov/dpz/comprehensiveplan/policyplan/environment.pdf, the bottom of page 15 and top of page 16). Further, the EQC policy does not distinguish between intermittent and ephemeral streams, although EQC designations have not, in practice, extended to the extreme headwaters of stream systems (Comprehensive Plan policy guidance does, though, support riparian buffer area protection and restoration within these areas). While a 35-foot

riparian buffer area adjacent to intermittent streams is certainly preferable to no buffer, county staff would support a widening of these buffer areas consistent with the EQC policy and the inclusion of these areas within the "constrained development areas" as shown on the proposed land use plan. Further, a case-by-case consideration of extension of riparian areas along ephemeral streams is recommended where the protection and/or restoration of such buffers would have significant water quality and/or habitat benefits.

VDP 2-18 and 2-39: In regard to steep slopes, the document states: "Development on steep slopes located adjacent to streams and floodplains is not permitted." This is consistent with the county's EQC policy and is therefore supported by county staff. The document adds that development on steep slopes outside of RPAs and Riparian Areas is discouraged but considered on a case-by-case basis. Yet Table 2.4 and Figure 2.27 do not differentiate between steep slopes adjacent to streams or floodplains and other steeply sloping areas; all such areas are considered to be "moderately suitable for development." Consideration should be given to refining how steeply sloping areas are considered such that those steeply sloping areas within which development is not permitted would be considered to be a "least suitable for development" constraint.

VDP 2-9 and 2-11: On Figure 2-9, riparian buffer areas are not identified along streams in the Fort Belvoir North Area (FBNA). An "Accotink Creek Conservation Corridor" defined by EQC delineation criteria is instead identified within the FBNA along Accotink Creek and many of its tributaries. Not all streams within FBNA would be located within this protected area. At a minimum, riparian buffer areas should be identified and protected and/or restored along these streams. Ideally, an approach consistent with the EQC policy would be pursued for these streams as well.

VDP 2-8 and B-4: In the discussion addressing wetlands, page 2-8 of the document states: "The installation's policy is to mitigate wetlands within the same watershed as the impacted area before resorting to purchasing mitigation credits off site." This is reiterated in Appendix B. Staff continues to support this policy and thanks Fort Belvoir for its sensitivity to the need to replace wetlands near areas of impact.

VDP 2-10: Previous documentation had identified the area of what is now called the "Accotink Creek Conservation Corridor" as being 204 acres, and the DEIS for the RPMP applies the same figure. The area is described in the VDP, though, as having an area of 191 acres. Please clarify if this reduction in area is related to the loss of area resulting from road construction along the southern boundary of FBNA.

VDP 2-10 through 2-14: The document contains a number of planning considerations that stress the need for restrictions on land disturbing activities within environmentally sensitive areas. The extent to which these considerations would guide active uses such as recreation and military training within these sensitive areas is unclear, though. Restrictions should be placed on such uses as appropriate to protect environmentally sensitive areas. Further, environmentally sensitive areas should be managed for the long-term protection of their natural communities and

ecosystems and, where applicable, for the protection and recovery of species or communities of concern.

VDP 2-12: The document notes that, for the Accotink Creek Conservation Corridor, steeply sloping areas that fell outside the area that had been previously identified as EQC were added to this area. County staff is interested in getting more detail about where these areas are, as it is not clear why these areas would not have been included in the EQC designation.

VDP 2-8 through 2-12: While there are a number of specific comments regarding the Vegetation and Habitat sections of the document, staff wishes to stress its general support for these sections (as well as the biodiversity and reforestation section) and their associated planning considerations. The addition of a new item to the "habitat planning considerations" focusing on rare and unique habitat areas and managing them for biodiversity is appreciated. Fort Belvoir should consider broadening the focus of its planning considerations to recognize the desire to manage vegetative resources outside these areas adaptively for biodiversity. Page 2-12 outlines Fort Belvoir's commitment to maintaining and enhancing biodiversity, and it doesn't seem to county staff that the planning considerations recognize this commitment fully.

VDP 2-9, 2-14 and 2-15: County staff thanks Fort Belvoir for its commitment to restoring tree cover through its policy to require the planting of two trees for every tree with a four inch or greater diameter that is removed. County staff supports Fort Belvoir's identification of on-site reforestation as the preferred option for replanting and also thanks Fort Belvoir for committing to coordination with the county regarding watershed and/or riparian buffer planting recommendations. Staff continues to encourage Fort Belvoir to consider broadening the focus of its tree replacement policy such that replacement efforts would be pursued for all clearing, even of trees that are less than four inches in diameter at breast height. Early/mid successional vegetation that may be less than 4" in caliper provides ecological services, and there would be benefit to mitigation for the loss of these services. An overall tree canopy approach to replacement could be considered. Through this approach, tree canopy that would be removed to accommodate new development (even where in an early/mid successional stage) would be restored via reforestation and landscape tree planting. Additionally, the replacement criteria for trees should include a statement on promoting biodiverse community types (e.g., acidic oak-hickory forest over pine plantings) and include a commitment for extended warranty periods in restoration to monitor, replace plants and control deer and non-native invasive species.

VDP 2-10: The third bullet in the planning considerations for riparian areas recommends that, if unavoidable development occurs within these areas, LID or stream restoration practices should be incorporated into the development design in order to restore or enhance these areas. It is not clear how LID practices relate to riparian area restoration or enhancement.

VDP 2-10: County staff appreciates Fort Belvoir's responsiveness to an earlier comment regarding the potential for redevelopment in riparian areas through the addition of the fourth bullet in the planning considerations for riparian areas. It is noted that the opportunity to improve stormwater management through redevelopment would not be limited to redevelopment that

occurs in riparian areas, and this appears to be recognized within the text of the new bullet. Staff encourages Fort Belvoir to pursue stormwater management improvement opportunities for all redevelopment that may be pursued on the post.

VDP 2-11, 2-39 and 2-44: Neither the map of special natural areas nor the Environmental Composite Constraints Map includes the entirety of an "intact watershed" (subwatershed 48) in the Southwest Area that has been identified in the Fort Belvoir's Integrated Natural Resources Management Plan (INRMP), dated March 2001. The INRMP notes that this subwatershed is "virtually un-impacted by development or land disturbance" and that streams within this subwatershed are therefore suitable for consideration as reference streams that can be used for comparison to streams being evaluated elsewhere in the area. The INRMP also identifies this subwatershed as a "high conservation priority" that should be protected from impacts and identifies this area on a composite map of ecologically significant natural resource areas on Fort Belvoir. In response to an earlier comment regarding the intact watershed, Fort Belvoir confirmed that the watershed is still intact, and it was noted that most of this watershed is covered by the expansion of the Accotink Bay Wildlife Refuge that was required by the 2005 BRAC Record of Decision. In the past, county staff has supported the recognition of the entirety of this watershed as a constrained area. Fort Belvoir has not concurred with this suggestion, noting that portions of this watershed are not constrained as defined by federal, state and local regulations. In conversations between county staff and the PRMP project team, it has been noted by the project team that the limited training activities that may occur in this area (per the description for area 27 on page 2-44) would be compatible with the INRMP recommendation to protect this watershed. Consideration should be given to establishing RPMP guidance that would highlight the value of this watershed and the need for any activity within it to be consistent with INRMP recommendations.

VDP 2-11: The first bullet in the habitat planning considerations states: "Development in wildlife management areas is not permitted." The term "wildlife management area" is not defined, and other terms (e.g., "special natural areas;" "ecologically significant flora and fauna area;" "wildlife refuge area") are applied elsewhere. The reference to "wildlife management areas" is unclear.

VDP 2-13 and 2-14: County staff recommends that Fort Belvoir coordinate with the Stormwater Planning Division of the Department of Public Works and Environmental Services on the stream restoration projects identified on Figure 2.11.

VDP 2-13: In recognition of the county's location within a non-attainment area for the federal 8-hour ozone (O3) standards, it was previously recommended that Fort Belvoir ensure that any project will NOT:

- Cause or contribute to any new violations of an NAAQS (National Ambient Air Quality Standard) in an area;

- Increase the frequency or severity of any existing violation of any NAAQS in an area; and
- Delay timely attainment of any NAAQS or any required interim emission reductions or other milestones in an area.

Fort Belvoir has incorporated all three of these statements in its guidance on air quality. Staff thanks Fort Belvoir for addressing the comment from earlier drafts.

VDP 2-36 through 2-38; 2-45: Relating to Davison Army Airfield (DAAF), the first bullet point in the planning considerations for off-post land use states: "Land uses around DAAF affect the operational capacity of the airfield. A joint land use study (JLUS) could be undertaken to identify actions that can be taken jointly by the surrounding community and the Post to solve existing compatibility problems and to prevent future ones." Fairfax County staff is available to discuss airfield operational issues and their relationships to off-post land uses, as well as broader land use compatibility concerns.

VDP 2-37: The graphic showing potential maximum building heights based on imaginary surfaces associated with operations at DAAF (Figure 2.25) identifies, in some areas, maximum building heights of 0-20 feet, indicating that there are existing conflicts with airport safety surfaces and potential future conflicts with any new development or redevelopment that may occur in these areas. It is clear that these conflicts are related to the natural topographic setting of the airfield in relation to surrounding areas (i.e., the airfield is located within a low-lying area near Accotink Creek, while much of the nearby off-post area is characterized by considerably higher elevations). It is recognized that the airport safety surfaces are based on mathematical formulae and do not vary based on airport operations. However, it is not clear if the potential conflicts may become more or less consequential if there were to be changes in airfield operations. While this planning document may not be the appropriate venue for consideration of airfield operations, there should be a process through which possible operational approaches can be considered to minimize the potential for safety concerns associated with topography. In an earlier response to this comment, Fort Belvoir noted that there would be an update to the Air Installation Compatible Use Zone (AICUZ) study for the airfield in order to assess potential height conflicts. More guidance is needed on what the AICUZ study will entail. Please clarify if it will simply present the safety surfaces (which will not change, regardless of operations), or if it will focus on operational procedures that can serve to minimize the potential for conflicts off-site. The planning documents should either discuss this in more detail or identify a process through which this issue can be considered.

VDP 2-38: Figure 2.26 presents average noise level contours associated with operations at DAAF as determined from an Air Installation Compatible Use (AICUZ) study. The Draft Environmental Impact Statement indicates that these contours reflect current conditions and that airfield operations are not expected to change as a result of the short-term or long-term RPMP projects. It is noted that the contours have a pronounced northwest/southeast orientation extending straight outward from the runway orientation, suggesting that jets/fixed wing aircraft

are the primary influence on these contours as opposed to helicopters. Please inform staff if this conclusion is accurate. With respect to the noise impacts identified by these contours, it is noted that the 60-65 dB ADNL impact area extends west from I-95 into a residential area. While noise impacts between 60 and 65 dB ADNL may be considered by the Army to be compatible with residential development, such impacts are, in staff's view, significant and merit consideration as to whether there may be operational efforts that could be pursued to reduce these impacts. While it is recognized that this question would fall outside the purview of the RPMP, county staff is interested in following up on this issue with Fort Belvoir and recommends that a process be established to provide for this follow-up.

VDP 2-39, 2-47 and 3-18: The environmental composite constraints map is very helpful and staff appreciates that Fort Belvoir is overlaying constrained development areas on its proposed land use map.

VDP 2-47: The text on this page indicates that the Developable Areas Map is a result of combining the "Ideal for Development" areas with the "Restricted Development" areas on the Composite Environmental Constraints Map that was presented as Figure 2.27. Yet Figure 2.27 does not apply those categories. The correct references would appear to be the "Most Suitable for Development" and "Moderately Suitable for Development" categories. As suggested from an earlier comment, the "Developable Areas" identified in Figure 2.30 and Table 2.5 may be overestimating available land, as all steep slopes are categorized as "Moderately Suitable for Development," while those steeply sloping areas adjacent to streams and floodplains have been previously identified as being areas within which development is not permitted.

Chapter 3: Land Use Plan

VDP 3-5 and 3-7: The second bullet in the planning considerations for the Fairfax County Comprehensive Plan references potential "encroachments" of adjacent development upon the Installation. A similar reference to encroachment is provided in the Regional Planning Initiatives planning consideration. Clarification is needed on how the use of private land off-post would constitute an encroachment onto the post.

Chapter 4: Framework Plan

Staff appreciates the focus on environmental protection and sustainability that has been incorporated into the Planning Strategies Matrices.

VDP 4-7: Areas on the DAAF site that are near the adjacent off-post residential development currently provide this development with a buffer from airfield activities. Figure 4.4 identifies two development/redevelopment parcels in close proximity to this boundary. In an earlier review of an Area Development Plan for the airfield, staff raised concerns about potential land use incompatibilities that might result from such development. Staff is encouraged by Figure 2-4 on page 2-9 of the IPS, which identifies a 100-foot minimum buffer along the property boundary. Staff requests that Fort Belvoir retain the existing tree cover in this area and seek to maximize

the width of this buffer area (to widths beyond 100 feet if possible). Fort Belvoir's project team has noted that it is possible that some clearing will be needed in this area because of topographic considerations but has added that any such cleared area will be revegetated. Staff recommends the use of native tree species that will augment the visual buffering provided by the trees that will be retained.

VDP 4-9: Figure 4.5 identifies a future transit corridor extending along and north of Cinder Bed Road. This would be in addition to the transit corridor that would be established along the rail alignment that would connect Fort Belvoir with the Franconia-Springfield Metro/VRE stations. Please discuss what is envisioned for this new transit corridor, and if Cinder Bed Road would need to be extended to the north. There is an extensive area of EQC associated with the Long Branch stream valley in this area, and there is therefore a concern about potential impacts to that EQC.

VDP 4-14: Staff understands that as a component of the master planning process, a carrying capacity analysis is conducted to assess potential future growth beyond 2030. Within the discussion of this planning horizon, it should be made clear that 2030+ time period was not included within the National Environmental Policy Act (NEPA) analysis, and that future growth during this timeframe would be subject to additional review.

VDP 4-14: The discussion of the framework plan describes ranges of growth in employment for 2017, 2030, and 2040. Elsewhere in the document, the population is stated as a single number that is at the high end of these ranges. It is unclear as to why the framework for growth is presented as a range in this discussion.

Chapter 5: Infrastructure Plans

VDP 5-9: With respect to energy conservation, Fort Belvoir should consider whether there may be opportunities for coordinated, on-site scale energy projects (e.g., use of on-site power generation for several building rather than having individual building systems; using waste heat generated in one building to provide heating in another).

VDP 5-13 through 5-16: Staff thanks Fort Belvoir for its efforts to apply LID stormwater management practices in furtherance of Section 438 of the Energy Independence and Security Act. Staff notes that stormwater reuse concepts are identified elsewhere in the RPMP documentation (pages 2-36 and 5-14 of the IPS); consideration should be given to recognizing reuse opportunities within this section.

VDP 5-17: In discussing the long-term development plan for the base, the first paragraph on this page states, "Due to site limitations, most stormwater management (quality and quantity control) facilities in the 1400 Area are likely to be underground storage systems, designed to serve only one or two new buildings." Underground facilities are also mentioned for the Lower North Post Area. The specific type of underground storage is not discussed. Although underground detention structures are effective measures for stormwater runoff quantity control, standard

detention vaults etc. do not provide significant water quality control or primary stormwater treatment. There are also long-term maintenance concerns with such devices that are often "out-of-sight, out-of-mind." If detention vaults are used, additional stormwater BMPs should be used to provide stormwater treatment. Water quality treatment can occur in underground rainwater harvesting structures (http://vwrrc.vt.edu/swc/documents/2013/DEQ%20BMP%20Spec%20No%206_RAINWATER%20HARVESTING_Final%20Draft_v1-9-5_03012011.pdf), which capture runoff for re-use in landscape irrigation, grey-water systems etc. Stormwater Planning and Design staff in the Department of Public Works and Environmental Services would appreciate additional information on the army's plans for re-use of captured runoff.

Appendices

VDP B-1: The document notes that a North Carolina protocol is applied to the designation of perennial streams. It is county staff's understanding that the North Carolina protocol has been selected, rather than the county's own perennial stream assessment protocol, due to a need to differentiate between ephemeral and intermittent streams. In that the North Carolina protocol strongly informed the development of the county's protocol, county staff supports Fort Belvoir's stream mapping approach.

INSTALLATION PLANNING STANDARDS (IPS)

General Comments

The inclusion of "Sustainable Design Principles" at the end of each section of the document is appreciated.

In the scoping comments for the RPMP EIS, staff encouraged Fort Belvoir to explore the option of using reclaimed water from the county's Norman M. Cole, Jr. Pollution Control Plant. This would support the sustainable design principles outlined in the IPS and provide other benefits noted in the county's scoping comments. Fort Belvoir has noted that further study would be needed beyond the scope of this planning document and that this may be a future action for the installation. The county thanks Fort Belvoir for considering this idea.

Chapter 2: Site Planning Standards

IPS 2-24 and 2-25: The narrative for the Industrial Area Regulating Plan states that a new road would be constructed on the western side of the district that would parallel Theote Road. This new road is not identified on Figure 2.12. It is unclear if this road would require disturbance to environmentally constrained land in this area, and if so, to what extent. In the event that there would be such a disturbance, justification as to why it would be appropriate is desired.

Chapter 3: Building Design Standards

IPS 3-56 through 3-59: Staff thanks Fort Belvoir for its commitment to the application of LEED as an integral component of project design and to the Army's commitment to pursue LEED Silver certification of qualified projects. Staff also supports adaptive reuse as a sustainability strategy and the water and energy conservation emphases that are noted on pages 3-58 and 3-59. The document should, however, recognize that the U.S. Green Building Council has adopted a new version of LEED (LEED Version 4), which will eventually replace LEED 2009.

Chapter 4: Circulation Design Standards

IPS 4-6: Where center medians are incorporated into highway designs, consideration should be given to designing them to accept and infiltrate stormwater runoff from adjacent impervious areas.

IPS 4-18: In the March 2013 comments, staff noted that Figure 4.11 illustrated five- and ten-minute walking distances from prominent employment and commercial centers. Staff commented that this map should note that these radii may be affected by barriers, both natural and man-made, and are dependent on the presence of adequate pedestrian facilities. The ten-minute walking distance is now featured in Figure 4.9; however, there still is not a discussion about how the walkshed may be affected by the presence or absence of barriers and pedestrian facilities.

Chapter 6: Site Element Design Standards

IPS 6-6 through 6-13: County staff thanks Fort Belvoir for consulting the county's outdoor lighting standards in the development of the Exterior Lighting section of the IPS and for emphasizing the use of full cutoff lighting fixtures. Fort Belvoir is encouraged to apply full cutoff fixtures wherever they are feasible.

TRANSPORTATION MANAGEMENT PLAN (TMP)

Chapter 2: Existing & Emerging Conditions

TMP 2-13: Consideration should be given to utilizing the gate on Beulah Street at Backlick Road (north end of Accotink Village) to help distribute trips. This gate is not mentioned in the summary of access control points.

TMP 2-15: It should be noted in the text and on Figure 2.6 that Cinder Bed Road is only under consideration for potential transit connections and that no decisions have been made as to whether this public right-of-way may be used for a public transportation connection.

TMP 2-21: The section on bicycle and pedestrian accessibility should include a discussion of the Bicycle Master Plan. Suggested language is as follows: "The Fairfax County Department of Transportation is finalizing its first comprehensive bicycle plan. The plan identifies a network of

both on and off road bicycle facilities as well as other infrastructure improvements making bicycling a viable transportation option. The plan additionally will address policies and programs that will contribute toward building a bicycle culture through education and encouragement."

Chapter 3: Survey Assessment

TMP 3-4: Within Table 3.2, it is not clear if "South Fairfax County" refers to the southern half of Fairfax County or just the areas to the south of Fort Belvoir. Depending on the definition, it is possible that the number of employees living south of Fort Belvoir is actually less than 60 percent.

Chapter 4: Parking Assessment

TMP 4-11 and 4-12: It would be preferable to see an end state that achieves the 60 percent parking goal. Table 4.2 indicates a 73 percent ratio in 2030, while Figure 4.7 indicates a 67 percent parking ratio. There are notes about loss of existing surface parking and community and hospital parking. These should be clearly quantified to show that the 60 percent goal is achievable. Additionally, please clarify if there is a desire to achieve the 60 percent goal in the subareas as opposed to on an overall installation-wide level. As presented, it appears that certain areas will be significantly higher than 60 percent.

Chapter 5: Traffic Assessment

TMP 5-21: More information is desired regarding how the travel demand model addresses non-residential and non-employment type trips in the area. There are a number of special generators at Fort Belvoir, such as the hospital and the museum, which would generate significantly more trips than just those based on employment. There are many visitors at Fort Belvoir that access for a multitude of purposes unrelated to the residential population or workforce. There are also many tourist-oriented land uses in the area surrounding Fort Belvoir that would generate trips above and beyond those based on the area resident population and workforce, such as Mount Vernon and Gunston Hall. Please include a discussion about how these types of trips are accounted for in the modeling.

TMP 5-27: It is not clear from the text and from Figures 5.5, 5.6 and 5.7 what growth rates were ultimately applied to existing traffic data to assess future traffic conditions. Please provide the bottom line growth rates that were taken from the modeling effort and applied in the analysis (perhaps in tabular format). It would also be beneficial to provide graphics showing traffic volumes (existing, 2017 no-build, 2017 alternative 1, 2030 no-build, 2030 alternative 1) by link and by intersection.

TMP 5-27 through 5-30: In order to better understand the impacts of Fort Belvoir trips vs. external trips, it would be useful if graphics were provided, based on the modeling effort, showing general trip distribution patterns for Fort Belvoir trips (2017 no-build, 2017 alternative

1, 2030 no-build, 2030 alternative 1). This would essentially be an update to the survey findings from Section 3 (Table 3.3, Figure 3.5) with tracking of site trips through the network.

TMP 5-32 and 5-33: It is unclear why there is a category that has both positive and negative capacity ratios.

TMP 5-32 and 5-33; 5-41 and 5-44: The links need road names to better understand their relationship. Cube links do not depict road alignments well enough for the base map road labels to be helpful.

TMP 5-36: More information is desired regarding the methodology that was used for how intersection operations were optimized.

- Were cycle lengths maintained?
- Was signal phasing for synchronized/coordinated corridors maintained?

TMP 5-40; This has been discussed previously, but it would be beneficial if an intersection level analysis was provided for 2030 conditions (2030 no-build, 2030 alternative 1). This would help in evaluating need for certain mitigation measures.

TMP 5-45: It is unclear if a reduction to 75 percent Single Occupancy Vehicle (SOV) by 2017 is achievable. Similarly, it is unknown if a reduction to only 60 percent SOV by 2030 is achievable. Identify which other modes are planned for implementation within that timeframe, to achieve these drastic reductions.

TMP 5-45: Most of the needed short-term improvements will be provided through federal, state, or county funding. It seems that Fort Belvoir should also be responsible for some improvements to public streets, or should provide a monetary contribution toward these improvements.

TMP 5-48: Recommended mitigation measures are provided without the benefit of seeing their impact on traffic operations. It is unclear how effectively the recommended improvements will address previously identified deficiencies in the transportation network. Please provide a post-mitigation analysis for 2017 and 2030.

TMP 5-51: For item number 11, it would be helpful to know if Fort Belvoir has a proposed location for the transit hub. The Fairfax County Department of Transportation has been studying this concept in the Richmond Highway Corridor, and has not yet been successful at finding an appropriate location that is acceptable.

Chapter 6: TMP Strategies

TMP 6-1: The 40 percent non-SOV goal is laudable if it can be achieved, but it is questionable whether the strategies provided will be enough to more than double existing levels. High quality transit, such as heavy rail, light rail or bus rapid transit, with direct connections to Fort Belvoir, would most likely be needed in order to have any chance at achieving this goal. In order to meet

this goal, the recommendations of the ongoing Virginia Department of Rail and Public Transportation (VDRPT) Route 1 Multimodal Alternatives Analysis will need to be implemented.

TMP 6-3: In the discussion of SOV trips, it is noted that with 85 percent of the workforce arriving in a SOV, approximately 33,000 vehicles enter the installation every day. This does not take into account that among the other 15 percent of the workforce, additional vehicles enter the installation as a result of ridesharing. In addition to the workforce, visitors account for a significant number of vehicles entering the installation. This statement is also inconsistent with statistics given the April 10, 2014 Real Property Planning Board meeting, where it was stated that currently, between 72,000 and 80,000 vehicles come through the gates every day. This section should be clarified to state that these figures refer to SOV trips only, or the additional vehicular trips should be accounted for in the 2030 projections of cars entering the installation.

Chapter 7: Implementation Plan

TMP 7-1: The TMP fails to sufficiently address funding as part of its implementation plan. Given the extent of mitigation proposed, and the anticipated impact of current and planned development at Fort Belvoir, a funding plan should be included with potential funding sources. Ultimately, Fort Belvoir should show a commitment toward funding its fair share.

Attachment B

Draft Real Property Master Plan for Fort Belvoir, Virginia
Comments from Fairfax County, Virginia

Suggested Corrections/Items for Clarification

This attachment presents a compilation of comments relating to factual corrections and needs for clarification and/or elaboration. These comments were identified through a multi-agency review of the Installation Vision and Development Plan, Installation Planning Standards, and Transportation Management Plan components of the Draft Real Property Master Plan dated March 2014. The following agencies participated in this review:

County Executive's Office (Fairfax County Environmental Coordinator)
Fairfax County Department of Planning and Zoning
Fairfax County Department of Public Works and Environmental Services
Fairfax County Department of Transportation
Fairfax County Health Department
Fairfax County Fire and Rescue Department
Fairfax County Park Authority
Fairfax County Police Department
Fairfax County Public Schools
Fairfax Water

March 2014 Draft Real Property Master Plan for Fort Belvoir, Virginia
Draft Installation Vision and Development Plan, Draft Installation Planning Standards, and Draft Transportation Management Plan
Comments from Fairfax County, Virginia – Suggested Corrections/Items for Clarification

VDP = INSTALLATION VISION AND DEVELOPMENT PLAN
IPS = INSTALLATION PLANNING STANDARDS
TMP = TRANSPORTATION MANAGEMENT PLAN
DEIS = DRAFT ENVIRONMENTAL IMPACT STATEMENT

The comments that follow are organized by document and page number. Throughout the documents, it is noted that there are some grammatical and typographical errors, as well as other suggested corrections. The comments do not point out each error specifically; however, a collection of the most notable suggested corrections is listed within this appendix. Care should be taken in preparing the final documents to proofread and correct these errors. In addition, some maps and images within the documents are difficult to read, particularly in the hard copy version. For instance, several maps contain a layer called "Constrained Development Areas" that is not clearly visible on the printed version of the maps. Likewise, some features shown in the Regulating Plan figures within the Installation Planning Standards (IPS) are difficult to read in the hard copy version, including BRAC PA Restricted Areas. These graphics should be refined prior to publication of the final documents so that all information being illustrated is communicated clearly.

Overall, staff appreciates that many of the county's comments on the March 2013 draft Real Property Master Plan (RPMP) have been incorporated into this latest (March 2014) draft of the RPMP. In some instances, it appears as though some of these comments, while addressed in this draft of the RPMP, were not addressed in corresponding sections of the DEIS. Where applicable, these inconsistencies are noted within comments for the DEIS, contained within Appendices C and D.

Installation Vision and Development Plan

VDP 2-5: "Accotink Creek" is misspelled as "Acktotink Creek" in Figure 2.6.

VDP 2-5: In the legend for Figure 2.6, consideration should be given to changing "creeks" to "streams" in order to be consistent with terminology used in the text.

VDP 2-5: In the first paragraph under Water Resources, the three major Fairfax County watersheds (Accotink Creek, Pohick Creek, Dogue Creek) on the post are correctly identified as such in the first sentence, although the phrasing of this sentence is confusing: "…within the lower reaches of three major tributaries and watersheds to the Potomac: Accotink Creek, Dogue Creek, and Pohick Creek." This sentence would be clearer if it read: "…within the lower reaches of three major watersheds that are tributaries to the Potomac."

VDP 2-6: The reference to Figure 2.44 in the "Water Resources" section should be 2.13.

VDP 2-6: There is an error in the description of the definition of Resource Protection Areas (RPAs): "non-tidal shore" should instead be "tidal shore."

VDP 2-7: The last sentence in the fifth bullet in the Water Resources Planning Considerations is confusing and grammatically incorrect. It would be clearer to say something like: "Other alternatives to detention or retention ponds such as bioswales, rain gardens, infiltration trenches, and vegetated strips can be implemented as long as they meet regulatory requirements."

VDP 2-7: The sixth bullet in the Water Resources Planning Considerations is punctuated incorrectly. It would be clearer to say something like: "Construct site-specific controls (such as linear sand filters or biofilters) for water quality management of impervious areas (for example, parking facilities)."

VDP 2-10 and 2-39: In the second paragraph in the "habitat" section, reference is made to early-successional habitat areas as "other conservation areas that support wildlife habitat." Please clarify if these areas are included on Figure 2.10 as "ecologically significant flora and fauna areas," and describe how they are characterized in Table 2.4 on page 2-39 (levels of environmental constraint).

VDP 2-12: The last sentence in the "biodiversity" section references a photo of a stream restoration effort as being on the previous page. The photo is on the same page.

VDP 2-16: Figure 2.15 is referenced as presenting information about open space and impervious cover. Figure 2.15, however, presents topographic information and not information regarding open space or impervious cover. It appears as though the intent was to reference Figure 2.14 instead.

VDP 2-16: There are two references to low impact development (LID) measures as factors affecting watershed and stream conditions. This is redundant.

VDP 2-17: The references to stable, marginal and unstable watersheds should be clarified. It is not clear if these designations are being made based on assessments of physical conditions, or if they are being made based on the percent of open space within each watershed. The headings on page 2-17 suggest the latter, even though the text on page 2-16 suggests that there are many additional factors affecting watershed and stream conditions.

VDP 2-19: In the section on Fort Belvoir's History, it is noted that the headings are inconsistent. These headings include "Fort Belvoir in the Seventeenth Century," "The Eighteenth Century," and "Belvoir in the Nineteenth Century." It is suggested that the words "Fort Belvoir" and "Belvoir" be removed since the installation did not exist during these times. This will also allow for consistency with other time-period headings.

VDP 2-19: In the discussion of the Eighteenth Century, it is suggested that language be added after the "Battle of the White House" to explain the origins of the name. The name was derived

from the White House fishery which was located (or later located) in the area. If the fishery was established in 1812 then use the wording "was located," or if it was established in 1840, as indicated in an article by Frederick Tilp, then use the wording "later located."

VDP 2-22: The second paragraph should be revised to insert the word "the": This was "the" largest BRAC military construction program in history to date.

VDP 2-24: Within the third paragraph, the reference to the "Fort Belvoir Mansion" should be revised to be consistent with the National Register of Historic Places (NRHP) site name, "Belvoir Mansion Ruins and the Fairfax Grave Site."

VDP 2-37: The note for Figure 2.25 refers to Figure 2.16 for "a Comprehensive Map indicating land and height restrictions." This is an incorrect reference, and it appears as though the intent was to reference Figure 2.18.

VDP 2-38: There are typographical errors in the first bullet of the airfield noise planning considerations.

VDP 2-39: In Table 2.4, the sixth item under "Operational Resources" is listed as "Land Use Incumbrances." Consistent with wording in the rest of the section, this should read "Land Use Encumbrances."

VDP 2-40: Item 2 under Professional/Institutional land use states the mission of the DeWitt Hospital. This should be updated to reflect that the hospital is no longer used and slated for demolition, consistent with references within the rest of the document.

VDP 2-46: In the March 2013 comments, staff noted that the title of Figure 2.26, "Fairfax County Comprehensive Land Use Plan" was misleading, as the Comprehensive Land Use Plan map shows planned, not existing, land use. This map, now Figure 2.29, has been retitled "Fairfax County Existing Land Use Plan." Existing land use is not reflected in a planning document, and as such, the word "Plan" should be deleted. Likewise, it was noted that many of the areas shown as "Recreation" are common open space for townhouse and condominium developments, and are not necessarily considered to be a recreation use. In its January 2014 response to Fairfax County, Fort Belvoir indicated that it concurred with this recommendation and that this category would be renamed "Recreation/Open Space." This is not reflected in the March 2014 document.

VDP 2-48: Figure 2.32 illustrates regional transportation facilities and shows the Fairfax County Parkway as Route 1700. The Fairfax County Parkway was previously designated Route 7100, and has since been renumbered as Route 286. Consistent with the other maps in the RPMP, the Fairfax County Parkway should be relabeled Route 286.

VDP 2-48: In the March 2013 comments, staff noted that the discussion of the Fairfax County Parkway (previously page 2-43) states that the roadway serves as the eastern boundary of the Fort Belvoir North Area (FBNA), which should be corrected to state the Parkway runs along the western and southern boundaries of FBNA. This is not reflected in the March 2014 document.

VDP 2-49: The description for Route 235 (Mount Vernon Memorial Highway) states that this road serves as the most western boundary of southern Main Post. This should be corrected to state that Route 235 is the easternmost boundary of southern Main Post.

VDP 2-52: The color scheme applied to Figure 2.35 is not consistent with the description in the three bullets on this page.

VDP 2-53: The reference to Figure 2.38 in the first paragraph under "Rail" is incorrect. It appears as though the intent was to reference Figure 2.36.

VDP 2-60: Under the discussion of water supply, the text should be revised to indicate that there are multiple wholesale customer agreements. There is a capacity of 4.6 million gallons per day (MGD) for the Main Post and 3.0 MGD for the FBNA.

VDP 3-3 and 3-5: The planning consideration relating to the Prince William County Comprehensive Plan states that future development within the county will "increase the capacity on already strained transportation corridors." Please clarify if the intent was to reference an increase in traffic congestion rather than capacity, which would suggest a reduction in traffic congestion. Similarly, the third bullet for the planning considerations associated with the Fairfax County Comprehensive Plan states that an increase in population in the planning districts near the post will increase the capacity on existing transportation corridors. Please clarify if the intent was to reference an increase in traffic congestion rather than capacity.

VDP 3-4: Since publication of the March 2013 draft RPMP, the Comprehensive Plan has been updated to the 2013 Edition. The reference to the document in the first paragraph should be revised to read "The Fairfax County Comprehensive Plan, 2013 Edition (as amended)…"

VDP 3-4, 3-5, and 3-6: When referring to Comprehensive Plan recommendations, any use of the word "shall" or "allow" should be replaced by a less prescriptive word (such as "should" or "recommends"), as the Comprehensive Plan is a guide for future development and is not legally binding.

VDP 3-4: Figure 3.5 illustrates planning districts within the vicinity of Fort Belvoir, and also contains the locations of nearby Historic Overlay Districts. It should be noted that the Historic Overlay Districts are a zoning district, not sub-areas of the Comprehensive Plan.

VDP 3-5: In the March 2013 comments, staff noted that the area identified on Figure 3.10 (now Figure 3.6) as the Franconia-Springfield Transit Area should be identified as the Franconia Springfield Transit Station Area. In its January 2014 response to Fairfax County, Fort Belvoir indicated that it concurred with this recommendation. This is not reflected in the March 2014 document.

VDP 3-5: The reference to Figure 3.11 in the first bullet in the planning considerations for the Fairfax County Comprehensive Plan is incorrect. Please modify this reference to reflect that the I-95 Corridor Industrial Area is shown in Figure 3.7.

VDP 3-6: In the March 2013 comments, staff noted that the within the Planning Initiatives section (previously page 3-4) the 2008 BRAC Area Plans Review (APR) cycle was incorrectly identified as the "Annual Plan Review" cycle and should be updated to "Area Plans Review." In its January 2014 response to Fairfax County, Fort Belvoir indicated that it concurred with this recommendation. This is not reflected in the March 2014 document. Staff also noted that the paragraph generally characterized the changes to the Comprehensive Plan as allowing for rezoning from industrial use to office use; however, only three of the adopted Comprehensive Plan changes were of this nature. The March 2014 document updates this paragraph to state that three of the changes recommend higher density office use in place of industrial use. However, the paragraph also retains the old text that refers to all of the amendments, stating, "Generally, these Comprehensive Plan Amendments allow for a zoning change from industrial zoned land use to office use with options for the development of hotel and/or retail uses." This sentence should be deleted, as it is incorrect and provides conflicting information within this paragraph.

VDP 3-7: Item number 4, the Loisdale Road Special Study, refers to a rezoning that "is now or formerly referred to as the Belvoir Secure Campus." This statement is confusing and should be modified.

VDP 3-7: Items number 9, 10, and 11 were also amendments to the Comprehensive Plan, even though they are not listed with the items identified as Plan amendments.

VDP 3-10: The number 5 is located incorrectly on Figure 3.12.

VDP 3-15: In the March 2013 comments, staff noted that within Table 3.2, there was a conflict between the color and the letter shown for residential use in unaccompanied personnel housing, officer spaces. In its January 2014 response to Fairfax County, Fort Belvoir indicated that it concurred that this should be corrected. This is not reflected in the March 2014 document.

VDP 4-2 and 4-3: In the discussion of common areas, it is noted that Figure 4.2 illustrates the general location of mobile service locations. These locations are not listed in the legend, so it is unclear where they are proposed.

VDP 4-10: Part of the paragraph at the beginning of the page is missing.

VDP 4-16: Under Land Capacity Analysis, a capacity plan is referred to in Figure 4.10 and Table 2.8. This should be updated to reflect that the table for the capacity plan is Table 4.8.

VDP 5-7 and 5-10: Under the discussion of projected utility demands, delete the references to contract negotiations between Fairfax Water and the Installation, as these have already been completed.

VDP 5-9: There is a fragmented/incomplete sentence in the second paragraph under "Planning Level."

VDP 5-11 and 5-12: In the March 2013 comments, staff noted that references were made to sewer and water capacity studies that were conducted as part of the 2007 Master Plan, and it was

unclear to what planning process this refers. In its January 2014 response to Fairfax County, Fort Belvoir indicated that it concurred that this reference should be removed. This was updated in the March 2014 document under the discussion of sanitary sewers; however, it is still present under the discussion of water distribution and the storm sewer system.

VDP B-3: There appears to be a slight error in the characterization of the required 100-foot buffer per the county's Chesapeake Bay Preservation Ordinance. The ordinance requires that this buffer be applied to all perennial bodies of water, all tidal wetlands, all nontidal wetlands that are connected by surface flow and contiguous to either of the above features, and all tidal shores. While this is presented correctly on page 2-6, page B-3 suggests that the buffer area is not required adjacent to wetlands (and the buffer requirement adjacent to tidal shores is not recognized explicitly); this should be corrected. The document is correct that major floodplains do not require additional buffer areas where such buffer areas would not otherwise be required.

VDP E-3: Under the listing of South Post Historic Architectural Properties, the word "Humphries" should be changed to "Humphreys."

VDP E-5: Under Historic Properties within the Visual APE, Main Post, Historic Architectural Properties, Virginia Properties – the entry "House, 8000 Telegraph Road" should be removed. It has not been formally evaluated by the Virginia Department of Historic Resources (VDHR) for NRHP and the Virginia Cultural Resource Information System (V-CRIS) entry recommends it as not significant. Also, remove "Hilltop Sand and Gravel." It has not been evaluated for NRHP and is now demolished.

Installation Planning Standards

IPS 2-21: The southeastern corner of the Lower North Post District shown in Figure 2.10 (now Figure 2.14) did not match the recommendation of Figure 4.4 in the VDP. In its January 2014 response to Fairfax County, Fort Belvoir indicated that it concurred that this should be corrected. This is not reflected in the March 2014 document.

IPS 5-7 and 5-17: There is an internal conflict regarding tree planting in parking lots. On page 5-7, the document states that "trees shall provide 40 percent shade coverage within 10 years of installation," while a 50 percent figure is identified on page 5-17.

IPS 6-12: Some roads on Figure 6.2 are difficult to see on the hard copy version of the document.

Transportation Management Plan

General: Throughout the document, there is a lack of consistency when referring to U.S. Route 1. It is referred to as both Route 1 and U.S. Route One within the document. It would be preferable to use only one term throughout the document to refer to this road for consistency's sake.

General: Several acronyms are used throughout the document. While these acronyms are defined in Appendix H, it would also be helpful to define these acronyms the first time they appear in the

document. It would also be helpful to include a reference to Appendix H in the introduction of the document so that readers are instructed to seek out the definition of these acronyms in the appendix.

TMP 1-1: The first paragraph, last sentence should read "…not required to prepare a TMP." Currently the document says that a "TDM" is not required.

TMP 1-1: As it currently reads, the second paragraph is confusing: "… the purpose of a TMP is to document an employer's active program to foster more efficient employee commuting patterns by minimizing single occupancy vehicle (SV trips to federal agency work sites, as mandated by federal air quality regulations, local trip reduction ordinances, and regional planning requirements." It is suggested that this statement be reworded so the documentation of the employer's program is better understood.

TMP 1-3: There is a reference to the "Master Plan" within the first sentence. For consistency, this should be referred to as the "Real Property Master Plan" or RPMP to be consistent with other portions of the document.

TMP 2-1: In the first sentence of the second paragraph, the word "Manager" should be updated to "Management" when referring to TDM.

TMP 2-1: In the second sentence of the first paragraph, it is unclear if the word "population" is intended to mean workforce population, or if it also includes residents and visitors.

TMP 2-7: Consideration should be given to renaming Figure 2.2 from "Regional Roadway Network" to "Regional Transportation Network," since it shows rail lines in addition to highways. Also, since Maryland is depicted in the map, MARC lines should be included as well. It may be clearest to produce two separate maps, one depicting roadways (in greater detail) and one including rail transit.

TMP 2-17: It is unclear as to why Fairfax Connector Route 335, between Franconia-Springfield Metro and the Fort Belvoir Community Hospital, is shown as a dashed line. This is confusing, as the private bus company is also symbolized with a dashed line.

TMP 2-23: Please verify if the Fairfax County Paved Trails and Bicycle Routes shown as existing on Figure 3.4-4 exist. This map does not appear to be accurate. This comment also applies to page 3-199 of the DEIS (see Appendix B, page B-12).

TMP 2-30: Roadways illustrated on Figure 2.1 do not appear clearly, particularly outside of Fort Belvoir. Also, as US BR 1 currently runs parallel to US Route 1, it is suggested that a Bike Route symbol be used on the alignment for clarification.

TMP 5-3: The reference to the 2012 Route 1 Countywide Transit Network Study should be modified to '2012 Countywide Transit Network Study" as it was not limited to the Route 1 corridor.

TMP 5-15: Please identify the peak hours for the entrances and exits.

TMP 5-18: In Table 5.5, the abbreviation for signalized intersection type should be “signal.” It is incorrect to label them “intersn” as stop signs are also intersections.

TMP 5-19: There should be a legend for the "type" column in table 5.5.

TMP 5-20: In Figure 5.2, the colors used to represent Level of Service (LOS) are not standard. Adjusting the colors to have a green to red scale would be helpful. Three varying colors of green to yellow could represent A, B, and C. LOS D could be yellow, E orange, and F red.

TMP 5-51: Item number 10 is not in conformance with the Fairfax County Transportation Plan. The Fairfax County Parkway is not planned to be widened east of I-95.

Attachment C

Draft Environmental Impact Statement for Short-Term Projects and Real Property Master Plan Update – Fort Belvoir, Virginia
Comments from Fairfax County, Virginia

Policy Issues

This attachment presents a compilation of comments as identified through a multi-agency review of the Draft Environmental Impact Statement dated April 2014. The following agencies participated in this review:

County Executive's Office (Fairfax County Environmental Coordinator)
Fairfax County Department of Planning and Zoning
Fairfax County Department of Public Works and Environmental Services
Fairfax County Department of Transportation
Fairfax County Health Department
Fairfax County Fire and Rescue Department
Fairfax County Park Authority
Fairfax County Police Department
Fairfax County Public Schools
Fairfax Water

April 2014 Draft Environmental Impact Statement for Short-Term Projects and Real Property Master Plan Update – Fort Belvoir, Virginia
Comments from Fairfax County, Virginia – Policy Issues

VDP = INSTALLATION VISION AND DEVELOPMENT PLAN
IPS = INSTALLATION PLANNING STANDARDS
TMP = TRANSPORTATION MANAGEMENT PLAN
DEIS = DRAFT ENVIRONMENTAL IMPACT STATEMENT

GENERAL COMMENTS

The comments that follow are organized by subject area. While there are a number of specific comments about the DEIS, staff feels that Fort Belvoir has prepared a set of planning documents that reflect well on the needs for environmentally-sensitive location and design approaches. Staff continues to support the proposed Real Property Master Plan (RPMP) Guiding Principles of "Achieve environmental sustainability" and "Support the natural habitat" and notes the prominence of the concept of environmental stewardship within the Garrison Mission Statement. This environmental stewardship ethic is evident throughout the Master Plan documents and associated DEIS, and it is recognized that Fort Belvoir's stewardship efforts extend well beyond regulatory mandates. County staff stresses admiration for and appreciation of this stewardship ethic. Fort Belvoir has long held a commitment to environmental stewardship and staff thanks the Fort for this commitment. While there are numerous detailed comments and questions relating to how environmental issues are addressed within the DEIS, staff wishes to stress its general support for Fort Belvoir's environmental stewardship efforts. The detailed comments on environmental considerations are offered within this supportive context.

Within the DEIS, the No Action Alternative does not include some projects that have already been constructed or that are currently under construction. Staff understands that the reasoning behind this is to be consistent with the RPMP documents, which use the 2011 post-BRAC condition as the baseline to assess future growth. However, this renders the No Action Alternative impossible to achieve, making the impacts associated with this alternative technically inaccurate.

Air Quality

With respect to atmospheric ozone (O_3) and fine particulates ($PM_{2.5}$), the DEIS states: "Potential emissions increases from additional vehicle miles traveled (VMT) resulting from an action could affect regional O_3 and/or $PM_{2.5}$ levels. However, because these are problems of regional concern and subject to air transport phenomena under different weather conditions, regional effects are generally evaluated by the Metropolitan Washington Council of Governments (MWCOG) using regional airshed model(s). Regional analysis is generally not conducted on a project-specific basis and is not necessary for this EIS." County staff recognizes that atmospheric ozone issues in particular are regional in nature and that ozone concentrations on any given day are influenced heavily by temperature, sunshine and wind conditions. Staff also recognizes that, if evaluations of emissions of ozone precursors associated with the DEIS alternatives were to be performed

(considering both direct effects associated with construction and employee commuting and indirect effects associated with increased off-post traffic congestion) and compared with regional emissions levels, they would not likely provide beneficial guidance regarding differences among alternatives, in that the results for any specific DEIS alternative would be orders of magnitude less than the regional emissions levels. Mobile source emissions of precursors of ozone are, though, influenced by traffic congestion, and if a project was to cause a substantial increase in traffic congestion, increases in emissions of ozone precursors from all vehicles caught in that congestion (and not just the vehicles originating from or heading to the project) would occur. Efforts to ensure that significant traffic congestion impacts are mitigated will, therefore, have air quality benefits as well. Please see comments on transportation issues elsewhere within this document.

With respect to the potential for carbon monoxide (CO) hot spots associated with traffic congestion, the DEIS notes that hot spot analyses performed in conjunction with the recent Base Realignment and Closure (BRAC) action at Fort Belvoir concluded that the CO concentrations for the intersections that would be most affected by increased traffic congestion would increase slightly but would not approach the National Ambient Air Quality Standards for CO. The DEIS notes that the BRAC assessment involved the addition of 22,000 personnel while the short-term increase in personnel for the RPMP revision would be only 4,755. The DEIS concludes that CO hot spot analyses are therefore not necessary. County staff has the following concerns about this conclusion:

- The increase in personnel reported in this statement is only for the short-term projects. Over 12,000 additional personnel have been identified for the longer-term projects covered by this DEIS. These added personnel would be <u>in addition to</u> the personnel that were added through the recent BRAC actions. The cumulative impact of these personnel additions should be considered, and not just the magnitude of a short-term increase in relation to an earlier increase.

- The potential for high CO concentrations is tied to traffic congestion. Even if the total personnel increase would be less than 5,000, if it would result in a substantial increase in congestion at an intersection, it is possible that CO concentrations at that intersection could increase substantially. While the BRAC analysis does suggest that it is not likely that such increases would exceed the NAAQS for CO, it is not clear from the DEIS whether the levels of congestion projected for the short- and long-term RPMP projects would be less than, comparable to, or greater than the levels of congestion identified in the BRAC analysis.

For the above reasons, it is not clear to county staff that the conclusions from the BRAC analysis would be comparable to the combined RPMP projects. Staff would concur with this conclusion, though, if it would be demonstrated that the levels of traffic congestion at area intersections resulting from the cumulative BRAC, short-term RPMP and long-term RPMP projects would be no greater than the levels of congestion that were evaluated for potential CO hotspots in the

BRAC assessment. Absent a comparison of these projected levels of congestion, it is staff's view that CO hot spot analyses for these intersections would be appropriate.

Ecological Resources

Page ES-33 states that:

- "Impacts to forest resources would be significant if more than two percent of the resource were permanently lost as a result of the RPMP short- and long-term projects."
- "For state-listed species, the threshold for significance would be loss of more than two percent of the species' habitat on the installation."

Page 3-373 has a section titled Thresholds of Significance to determine the severity of impacts to biological resources that would apply a measure based on the permanent loss of no more than two percent of a given resource including plant communities and forest resources, aquatic macroinvertebrates/fish and wildlife habitat. A similar threshold is applied to wetland loss on page 3-374. Similar statements can be found on pages 3-403, 3-408, 3-409, 3-412 and 3-416. Please clarify what the bases are for these two percent thresholds.

Within the DEIS, Department of the Army staff have done a very good job of quantifying the resources on Fort Belvoir. Under the Biological Resources section on page 3-373 there is a description of employing an "ecosystem-based natural resource management program" focused on systems rather than organisms. The DEIS also includes the employment of both project-level and cumulative, installation-wide mitigation and protective measures (p. 3-422). The plan could include a description of the annual and long-term monitoring and management programs to be established and employed to measure change over time and implement ecosystem based management.

Fort Belvoir's Tree Removal and Protection policy is referenced in several places in the DEIS. The document notes that this policy includes a preference for avoiding impacts to existing mature trees and a requirement for the planting of two trees for every tree with a four inch or greater diameter that is removed (with some flexibility to allow for the consideration of "out-of-kind" mitigation actions, although the draft Installation Vision and Development Plan identifies on-site reforestation as the preferred option). County staff thanks Fort Belvoir for this commitment and encourages Fort Belvoir to consider broadening the focus of its tree replacement policy such that replacement efforts would be pursued for all clearing, even of trees that are less than four inches in diameter at breast height. Early/mid successional vegetation that may be less than 4" in caliper provides ecological services, and there would be benefit to mitigation for the loss of these services. An overall tree canopy approach to replacement could be considered—through this approach, tree canopy that would be removed to accommodate new development (even where in an early/mid successional stage) would be restored via reforestation and landscape tree planting. Additionally, the replacement criteria for trees should include a statement on promoting biodiverse community types (e.g., acidic oak-hickory forest over pine

plantings) and include a commitment for extended warranty periods in restoration to monitor, replace plants and control deer and non-native invasive species.

In earlier reviews, it has been noted that the Southwest Area of the Main Post contains mature upland forest with low levels of fragmentation, includes an "intact watershed" (Butterfly Creek in sub-watershed 48 as referenced on page 3-381), adjoins the Accotink Bay National Wildlife Refuge and protects both the Accotink and Pohick Creeks as they enter the tidal regime of the Potomac River at Pohick Bay and Gunston Cove. None of the alternatives would result in any development within the Southwest Area of the Main Post, and staff commends Fort Belvoir for recognizing the ecological value and sensitivity of this area. This area contains a high percentage of steep slopes and erodible soils that would be highly impacted by development activity; a significant number of rare plant communities (Figure 3.9-5), and extensive habitat for rare, threatened and endangered species (Figure 3.9-4). Much of the Southwest Area has been incorporated into the Accotink Bay Wildlife Refuge, and the Partners-in-Flight buffer areas encumber much of the area outside of the refuge designation (Figure 3.9-3). The Southwest Area should therefore be preserved for natural and cultural resource protection and management with no development and limited activities.

On page 3-396, the DEIS states that it is Fort Belvoir's policy, for wetlands mitigation efforts, "to try to mitigate somewhere on the post, before considering off-post commercial banks." County staff continues to support this policy and thanks Fort Belvoir for its sensitivity to the need to replace wetlands near areas of impact.

As identified in county staff's scoping comments for this EIS, consideration should be given to the following:

- Guidelines and controls for land disturbing activities to include maintenance and training to prevent damage to natural resources.
- A prohibition against the use of any non-native invasive plant species in plantings on post and a non-native invasive species inventory and control program.
- Revision of the proposed landscape treatments for naturalized landscaping to utilize locally common native plant species shown occurring in Fairfax County in the Digital Atlas of Virginia Flora.
- A strong program for controlling white-tailed deer to reduce the population to the ecological carrying capacity to include population surveys, browse impact surveys to measure vegetative response and recovery, and funding and staff commitments to reduce and control deer herds and solely relying on volunteer hunting which has not been shown to be capable of reducing deer to necessary levels to recover native vegetation.

Water Resources and Stormwater Management

Page ES-32 states, "Impacts to watersheds would be significant if an individual project increased the overall imperviousness of the watershed by more than one percent, or if all the RPMP

projects cumulatively would increase the imperviousness of any watershed by more than two percent or would cause the watershed to cross the 10 to 20 percent impervious cover threshold associated with a degradation of stream quality." Similar statements are made on pages 3-337 and 3-354. Please clarify what the basis is for the one percent and two percent thresholds. It is county staff's view that any increase in imperviousness that could create or aggravate degradation to downstream aquatic resources would constitute a significant impact. The identification in the DEIS of cumulative increases in impervious cover associated with the various alternatives is appropriate, as is Fort Belvoir's commitment to the rigorous stormwater management efforts required by Section 438 of the Energy Independence and Security Act.

Staff supports the emphasis that is noted in the DEIS on the incorporation of low impact development (LID) techniques of stormwater management into site design; staff encourages Fort Belvoir to design stormwater management strategies to infiltrate, evapotranspire or reuse stormwater runoff to the extent practicable. Fort Belvoir pursues stormwater management approaches that would achieve goals that are likely to go beyond county requirements, notably the efforts mandated by Section 438 of the Energy Independence and Security Act of 2007. Compliance with Section 438 will necessitate that considerable emphasis be placed on stormwater reuse, infiltration, and evapotranspiration through measures such as vegetated roofs. The DEIS highlights Fort Belvoir's intent to pursue such measures.

On pages ES-35 and in section 3, the DEIS notes that implementation of any of the action alternatives would result in a substantial increase in the amount of water consumed by the post. The cooling water needs associated with data centers are identified specifically. On page 3-507, the DEIS notes Fort Belvoir's efforts to use harvested rainwater for on-site irrigation. Perhaps there is an opportunity to harvest rainwater for use as cooling water.

On page 3-337, the DEIS establishes a threshold of significance for impacts to Resource Protection Areas (RPAs), Belvoir Riparian Areas and the Accotink Creek Conservation Corridor in the FBNA. For RPAs, the threshold of significance is identified as being an impact to more than one percent of the RPAs on the site without mitigation. No guidance is provided as to why the one percent threshold was selected. In addition, no thresholds are identified for the other stream valley protection areas that have been referenced.

On page 3-351, it is noted that Fort Belvoir has included the 100-year floodplain as part of the RPA buffer area. County staff continues to recommend that Fort Belvoir apply the county's definition of 100-year floodplain (which references streams with drainage areas of greater than 70 acres). While Fort Belvoir has not, in the past, applied this definition in its identification of floodplains, Fort Belvoir has noted that the installation generally requires that site plans for new construction follow county requirements with regard to the limits of 100-year floodplains and RPAs. Fort Belvoir should clarify whether its RPA designations and review process will ensure that major floodplains, as defined by the county, will be included in site-specific RPA designations that are considered during the site plan process.

County staff has recommended in the past that Fort Belvoir identify and protect Environmental Quality Corridors (EQCs) consistent with the guidance for EQC protection in the Policy Plan

volume of Fairfax County's Comprehensive Plan. While this policy has no regulatory application, it is a key Board of Supervisors-adopted environmental policy that is applied consistently and thoroughly during the county's zoning process. It would, therefore, be appropriate to consider consistency with this policy as development projects on Fort Belvoir are reviewed, even though the county has no approval authority for these projects. Fort Belvoir has identified an "Accotink Creek Conservation Corridor" in the FBNA along Accotink Creek and tributaries that flow into the creek on that property; this area has been defined applying EQC designation criteria. Elsewhere on the post, Fort Belvoir's environmental constraint definitions and protection efforts generally align well with the EQC policy, but there is at least one substantial area of difference. Fort Belvoir's policy is to protected 35-foot wide riparian buffer areas along each side of intermittent streams. The EQC policy establishes a variable-width buffer area based on average slope adjacent to the stream or floodplain. At a minimum, the EQC buffer width is 50 feet; there is an additional four feet of minimum buffer width for every percent of the average slope adjacent to the floodplain or stream (see http://www.fairfaxcounty.gov/dpz/comprehensiveplan/policyplan/environment.pdf, the bottom of page 15 and top of page 16). Further, the EQC policy does not distinguish between intermittent and ephemeral streams, although EQC designations have not, in practice, extended to the extreme headwaters of stream systems (Comprehensive Plan policy guidance does, though, support riparian buffer area protection and restoration within these areas). While a 35-foot riparian buffer area adjacent to intermittent streams is certainly preferable to no buffer, county staff would support a widening of these buffer areas consistent with the EQC policy and the inclusion of these areas within the "development constraints" area as shown on the proposed land use plan. Further, a case-by-case consideration of extension of riparian areas along ephemeral streams is recommended where the protection and/or restoration of such buffers would have significant water quality and/or habitat benefits.

Page 3-364 indicates that proposed project ST 49 would encroach slightly into an RPA in two areas of the project; one area is characterized by a grass/lawn cover, while the other is forested. While these areas of encroachment would be limited (totaling only 0.14 acre), staff questions why any such encroachment is necessary. The DEIS suggests that it may be possible, through detailed design, to pull the project out of the wooded portion of the RPA. Efforts should be made to pull the project out of the RPA in its entirety and to restore the lawn to a wooded condition.

There are a number of long-term transportation projects identified on page 2-54 that may require construction through RPAs or other stream valleys. Road design and construction practices should be pursued to minimize impacts to these resources, including: the use of open-bottom culverts or bridges to maintain more natural stream flow; the incorporation of LID stormwater management practices; the incorporation of wildlife passage tunnels and larger culverts to facilitate safe wildlife movement across road corridors; the use of native plants in stabilizing roadside areas; the avoidance of frequent mowing of shoulders and medians; and control (and avoidance of planting) of invasive plant species during stabilization and restoration project establishment phases.

Project consultants should coordinate with the Stormwater Planning Division of the Department of Public Works and Environmental Services on the design and implementation of stream restoration and stormwater management projects. A point of contact within the Stormwater Planning Division is Danielle Wynne, who can be reached at 703-324-5500.

Page F-91 displays the relationship of the Family Travel Camp project (phases 1 and 2) to sensitive water resources. The short-term construction sites identified are consistent with what was presented in the November 2010 Environmental Assessment (EA) for this project. In review of that EA, staff raised concern with the extent of encroachment that was being proposed into 100-year floodplains and RPAs. A set of preliminary project plans that was submitted to the National Capital Planning Commission in October 2011 showed significant improvement, in that the previously identified encroachments into floodplains and RPAs were largely pulled out of these areas. It is unclear why the areas of encroachment into the floodplains and RPAs are now being shown in the DEIS. It is noted that the EA for the Family Travel Camp identified an RPA impact of 3.9 acres while the current DEIS identifies an impact of 0.67 acres (most of which would have been provided within a previously existing parking area). Therefore, it is unclear if the illustration of the short-term construction sites identified on page F-91 is an accurate depiction of this project. If this development has been constructed consistent with what is depicted on page F-91, staff would be interested in follow-up discussions to understand the process through which that development was approved in light of the October 2011 NCPC submission.

Wastewater Management

3-507: It is noted that conversations have occurred between Fairfax County and Fort Belvoir to explore the use of reclaimed water from the Noman M. Cole Jr. Pollution Control Plant. Potential uses could include irrigation of the golf course and parade grounds and cooling water for new/planned buildings. Fairfax County has provided infrastructure components, competitive rates, and favorable terms for current reclaimed water users. The use of reclaimed water would: demonstrate the Army's commitment to environmental stewardship and sustainability; reduce the demand on (and conserve) drinking water resources; reduce the Army's cost of paying for drinking water; improve the Chesapeake Bay's water quality by reducing the discharge of nutrients from the plant to the Bay; and provide nutrients (nitrogen and phosphorous) to the irrigated areas. While the DEIS identifies obstacles to implementation of this concept (mainly funding), staff encourages Fort Belvoir to continue exploring this opportunity.

Land Use

2-60: It is stated that Alternative 3 is generally the same as Alternative 1, with the postponement of short-term projects and some projects containing fewer personnel. Please clarify if this will result in reduced building sizes, or if there will be potential for additional personnel in these buildings beyond the long term (2030+).

3-35 (lines 744-751) and page 3-38: This discussion of surrounding area land use plans and studies restates the land use planning goals contained within the Policy Plan element of the

Comprehensive Plan. One of these goals is stated as "provide adequate public services and facilities" which is expanded upon in the Comprehensive Plan to state "including a system of transportation facilities." It is stated that Alternative 1, the preferred alternative, is consistent with this goal. Furthermore, in the comparison of alternatives in Table 3.1-4, it is stated that this alternative will have beneficial impacts relative to relevant plans and studies for areas around Fort Belvoir. However, the transportation analysis indicates there may be significant impacts on two intersections under the three proposed alternatives. This would seem to indicate that the alternatives may not be fully consistent with this Comprehensive Plan goal.

3-50 and 3-51: In the discussion of off-post housing, vacant units classified as "other" make up a relatively large proportion of the total number of vacant units. In Table 3.2-6, it is not clear what type of units fall into the "other" category that would justify this being such a large proportion.

Transportation

2-45: In Table 2-3 it is unclear why certain recommended improvements from Table 5.12 (TMP page 5-48) are not carried forward to Table 2-3 (Page 2-45) of the DEIS. Please provide more information on how these short term improvements were selected and how they will be effective in addressing short term transportation deficiencies on and off Fort Belvoir. There is no post-mitigation analysis provided as part of the DEIS or TMP that would support the recommended improvements.

2-54: In Table 2-5 it is unclear why certain recommended improvements from Table 5.13 (TMP page 5-51) are not carried forward to Table 2-5 (Page 2-54) of the DEIS. Please provide more information on how these long term improvements were selected and how they will be effective in addressing long term transportation deficiencies on and off Fort Belvoir. There is no 2030 pre-mitigation intersection-level analysis, nor a post-mitigation analysis, provided as part of the DEIS or TMP to support the recommended improvements.

3-94 (lines 1305-1308): This sentence states that for the adversely affected Lorton Road/Route 1 intersection, Fort Belvoir would coordinate with the Virginia Department of Transportation (VDOT) and the Fairfax County Department of Transportation (FCDOT) on solutions. This does not represent a strong commitment to mitigate an adverse impact.

3-219: The last sentence of the first paragraph indicates that the majority of traffic on the public roadway system is non-installation traffic; however, it is important to note that installation-related traffic increases the burden on the road network considerably.

3-239: It is unclear if the 2017 Alternative 1 traffic analysis reflects the 75 percent Single-Occupancy Vehicle (SOV) goal set forth in the TMP. To ensure all potential impacts are captured, the analysis should be conservative and not reflect this potentially ambitious goal.

3-241: It is unclear if the 2030 Alternative 1 traffic analysis reflects the 60 percent SOV goal set forth in the TMP. To ensure all potential impacts are captured, the analysis should be conservative and not reflect this potentially ambitious goal.

3-241: The recommendation of triple left turn lanes is excessive. Please explore if there is another way to improve traffic and delay at this intersection other than providing triple lefts. This will create a very wide crossing segment.

3-241: Please clarify how the screenline growth rates/factors were applied to existing traffic data to derive 2030 Alternative 1 forecasts. It is unclear what actual rates/factors were applied.

3-241: The 2030 Alternative 1 Fort Belvoir trip distribution and assignment should be provided in map format to show how, and to what degree, site trips impact area transportation facilities.

3-241: Please identify how many left turns would be provided on Lorton Road with the additional left turn lane, and in the long term, identify what other improvements would provide this additional capacity.

3-241 and 3-242: The 2030 Alternative 1 traffic analysis should provide more definitive results. The use of terms such as "likely" and "mostly" is too frequent. Examples are as follows:

- "Some roadway segments entering the study area are likely to be over capacity in 2030 under the No-Build Alternative, including US Route 1, Telegraph Road (between US Route 1 and Fairfax County Parkway, West of Hayfield Road), Fairfax County Parkway (between I-95 and Telegraph Road), and Beulah Street (close to Franconia-Springfield Parkway) in the commuting rush hours."
- "The performance on these roadway segments under the Build Alternative 1 will likely get worse but mostly remain in the same LOS categories as the No-Build, except for a few segments that would deteriorate from near capacity (LOS E) under 2030 No-Build conditions to over capacity (LOS F) under Alternative 1 in 2030, which would be a significant impact, applying the significance criteria defined at the beginning of the transportation section:"

3-260: It is unclear if the discussion of 2017 traffic assumes the reduction to 75 percent SOV.

3-264: It is unclear if the discussion accounts for a reduction to 60 percent SOV. Please identify what would happen if this goal is not achieved. This is an aggressive goal and may not be achieved without considerable improvements to mass transit in the area.

3-275: In Table 3.4-13, it remains unclear how public intersections were determined to be significantly and/or adversely impacted. This does not show how intersections that are performing poorly under 2017 No-Build conditions are treated. If an intersection performs at LOS E or F under the No Build Alternative and remains so under Alternative 1, is it not mentioned as having an adverse impact. This does not seem to take into account cumulative impacts that include the base 39,000 workforce population.

3-275: In Table 3.4-13, please verify how was increased transit usage, ridesharing and bicycle/pedestrian usage was forecasted, and if this is strictly a qualitative assessment.

5-5: Under "Energy Use and Sustainability" the integration of land use and transportation planning to reduce transportation-related impacts is identified as one mitigation measure. It is unclear if this is intended to be applied at an individual project level. If so, the RPMP document should explicitly state how this will be done.

Heritage Resources

3-162 through 3-179: The Integrated Cultural Resources Management Plan (ICRMP) DRAFT page 177 identifies, as a highest priority, Architectural Resources Goal (within 1-3 years) to "Survey previously-unevaluated buildings and other facilities for NR eligibility when they reach the 50-year age criterion". Several of the projects listed on pages 3-163 through 3-179 indicate that they may affect buildings which have not been evaluated. This applies both to buildings that are 50 years old and those that may reach the 50 year old mark prior to the project being undertaken. For this reason, the goal from the ICRMP should be inserted on page 3-162, line 1182. Suggested wording is as follows: "For those projects which may affect buildings that have not been evaluated for NR-eligibility, a priority goal of the Integrated Cultural Resources Management Plan is to survey previously-unevaluated buildings and other facilities for NR eligibility within the next 1 -3 years."

3-163 (lines 1206 -1214): This paragraph states that ". . . ST32 would require removal of three buildings yet to be identified. . . . The review would also consider whether the buildings to be demolished are NRHP-eligible." While it is understood that all projects cannot avoid all NRHP-eligible properties, these statements indicate that a decision has already been made to demolish buildings which may or may not be NRHP-eligible. This appears contrary to the information on other projects listed on pages 3-163 through 3-179 where options regarding the treatment of potential NRHP-eligible properties are included and decisions on building demolition have not been reached. Example page 3- 168, lines 1410 and 1411 state that modifying the project to avoid demolishing buildings would be considered. The pre-determination for ST 32 on page 3-163 does not appear to be in keeping with Fort Belvoir's efforts to meet both the intent and spirit of Section 106 including its commitment to the well-thought out process in designing the Maintenance, Operation and Planning Programmatic Agreement. Please modify the statement regarding pre-determination to demolition and align with other projects which indicate alternatives to demolition will be considered.

Schools

Student Enrollment

The enrollment numbers listed in Table 3.2-11 of the DEIS indicate a 2011 estimated enrollment of 166,137 (Fairfax County and Fairfax City). For reference, Fairfax County Public Schools (FCPS) historical membership numbers list an enrollment of 174,473 for the 2010-2011 School Year (September 2010 to June 2011). Additionally, the DEIS estimated enrollment numbers for both the 2011-2017 and 2018-2030 timeframes are provided in Tables 3.2-21 and 3.2-23 of the DEIS. It should be noted that these enrollment numbers are not official FCPS numbers. FCPS numbers anticipate enrollment growth of approximately 19,065 students from the 2010-11 to

2016-17 school years, over three times the growth indicated in Table 3.2.21. An additional 11,260 students are projected to enter the system by the 2023-24 School Year. FCPS official enrollment numbers and enrollment projections can be found in the FCPS FY 2015-2019 Capital Improvement Program (http://www.fcps.edu/fts/planning/cip.shtml).

The DEIS provides an estimated impact the proposed Plan Update would have on student enrollments. Estimates are provided during both the "Short-Term" (2011-2017) and the "Long Term" (2018-2030) time frames. Based on these numbers, Fairfax County would receive additional students through 2030 as a result of the proposed Plan Update. This increase ranges from 693 students under "Alternative 2," to 1,092 students under the "Preferred Alternative." In addition, Fairfax City would see an increase in enrollment through 2030 ranging from 81 students under "Alternative 2," to 129 students under the "Preferred Alternative." The net maximum estimated impact to FCPS would be a 1,221 student increase under the "Preferred Alternative."

The DEIS contends the 1,221 student increase would make up only a portion of the anticipated overall student growth in FCPS through the year 2030, and the school system would be able to handle the influx as a "normal fluctuation"…which is…"not expected to exceed the ability of the school district to accommodate growth" (Page 4-12). FCPS does not agree with this statement. The school system is currently challenged with a limited amount of resources and a significant capital budget need. Several areas of the county are facing school capacity challenges, including the Richmond Highway Corridor (where Fort Belvoir is located). Although the school system has continued to meet demands with limited resources (by using temporary classrooms and modular additions), the potential addition of 1,221 students would have an impact on the school system. Such impact may necessitate potential capacity enhancements to mitigate the impacts of the additional students.

As noted in the DEIS, it is unclear exactly how many employees will relocate, where they will relocate, and when they will relocate. While the DEIS provides a methodology for estimating the system-wide impact to FCPS (1,221 students), different areas of the county are experiencing differing rates of student enrollment growth and varying levels of school utilization. The concentration of relocated employees in an area of the county with high growth and/or over capacity schools would have a significantly different impact on FCPS than the concentration of relocated employees in the area of the County with low growth and/or under capacity schools. Further, as noted earlier, the baseline data used in Tables 3.2-21 and 3.2-23 are not official FCPS numbers. FCPS numbers provide for higher rates of enrollment growth from 2011 to 2017 (19,065 students), and 11,260 additional students by the 2023-24 School Year.

Additional elementary school capacity is proposed (as described below) at the elementary level. This addresses an existing capacity concern on Fort Belvoir. However no mitigation is provided for future off-post enrollment growth. Further, mitigation at the middle and high school level is not provided.

School Facilities

As detailed in the DEIS, the Plan Update includes a second Belvoir Elementary School (ST 24) to be built adjacent to the existing Fort Belvoir Elementary School. The project is listed with a capacity of 492 and is identified as a Short-Term Project (Construction FY 2012-2017). This project is identified in the FCPS FY 2015-2019 Capital Improvement Program as a funded project. FCPS is providing $3.5 and $4.0 million in funding in FY 2015 and 2016 respectively.

The DEIS states the construction of the second Fort Belvoir Elementary School will help the current capacity challenge at the existing Fort Belvoir Elementary School. In addition, the second elementary school would allow students on-post who attend off-post schools to return, freeing up space at off-post schools. For example, students in Fort Belvoir's Woodlawn Village currently attend Woodlawn Elementary (an off-post school); these students would be able to return to an on-post facility with the construction of the second Fort Belvoir Elementary school, freeing up space at Woodlawn Elementary for off-post students. While a majority of post students may be able to return to an on-post school, all would not likely return because some programs that students may participate in may not be offered at on-post schools. Further, countywide estimates indicated FCPS will have a capacity deficit at the elementary school level of approximately 2,900 seats by the 2018-19 School Year. This deficit does not account for the construction of the approximately 500 seat second Fort Belvoir Elementary School, which would reduce the deficit to approximately 2,400 seats.

While the report notes capacity surplus' for the middle and high schools serving the post (Whitman MS and Mount Vernon HS) in the 2013-14 school year, it is important to note projections indicate these schools will see their capacity surplus' decrease annually through the 2018-19 school year (as the Short Term projects are under construction or completed in FY 2017). Since students resulting from the new employment on-post will be located throughout the county, it is important to note, FCPS is estimated to have a county-wide capacity deficit at the high school level of approximately 1,000 seats by the 2018-19 School Year. The middle school level is projected to have a county-wide surplus of approximately 1,250 seats in the 2018-19 School Year.

The total increase of 1,221 students to FCPS would equate to the following school facility needs. Assuming the 1,221 students were divided equally among grades K-12, FCPS would experience an increase of 94 students per grade (1,221/13=94 students per grade).

School Facility Needs by School Level:

School Level	Students	Capacity	Need
Elementary	658 (94x7)	950	0.70 ES
Middle	188 (94x2)	1,350	0.14 MS
High	376 (94x4)	2,500	0.15 HS

The monetary impact to capital facilities to accommodate an additional 1,221 students can be estimated using the current FCPS Public Facilities Impact Formula. The current per student contribution rate is $10,825. Based on this rate, the addition of 1,221 students would equate to a contribution of $13,217,325.

Other Items

- Several school facilities are located within the map extents of Figure 3.2-2, but are not labeled. This facility information can be provided upon request. (Page 3-59, 3-61).
- FCPS is contributing 7.5 million in funding towards the construction of the second Fort Belvoir Elementary School (Page 3-61).
- Enrollment is expected to increase over the next 10 years; however projections do not indicate a 2.1 percent rate of growth to continue for the next 10 years. (Page 3-62).
- The September 30, 2013 enrollment at Fort Belvoir ES is 1,112 (Page 3-62).
- The current program capacity at Fort Belvoir ES is 1,106 (Page 3-62).
- The September 30, 2013 count of on-post elementary students attending off-post elementary schools is 409 (Page 3-63, 3-87, 4-12).
- According to September 30, 2013 enrollment data, the four most attended off-post elementary schools for on-post elementary students are: Woodlawn, Riverside, Lane and Fort Hunt (Page 3-63).
- According to September 30, 2013 enrollment data, the enrollment at Whitman Middle School was 973 (Page 3-63).
- According to September 30, 2013 enrollment data, the enrollment at Mount Vernon High School was 1,969 (Page 3-63).

Conclusion

As a result of the increase in on-post employment, the DEIS notes the potential increase in the workforce living in Fairfax County and Fairfax City, adding an estimated 1,221 additional students to FCPS by the year 2030. The DEIS contends the 1,221 student increase would make up only a portion of the anticipated overall student growth in FCPS through the year 2030, and the school system would be able to handle the influx as a “normal fluctuation”…which is…“not expected to exceed the ability of the school district to accommodate growth.” FCPS does not agree with this statement. Such impact may necessitate potential capacity enhancements to mitigate the impacts of the additional students.

The school system is currently challenged with a limited amount of resources and a significant capital budget need. Several areas of the county are facing school capacity challenges, including the Richmond Highway Corridor, where Fort Belvoir is located. Although the school system has

continued to meet demands with limited resources by using temporary classrooms and modular additions, the potential addition of 1,221 students would have an impact on the school system.

As noted in the DEIS, it is unclear exactly how many employees will relocate, where they will relocate, and when they will relocate. While the DEIS provides a methodology for estimating the system-wide impact to FCPS (1,221 students), different areas of the county are experience differing rates of student enrollment growth and varying levels of school utilization. However, given the current enrollment and capacity projections it is anticipated this development would have a significant impact on FCPS ability to accommodate students and provide a quality learning environment.

Miscellaneous

3-79 through 3-115: The Environmental Consequences of the alternatives are analyzed in sections 3.2.3 through 3.2.6. Impacts on population are projected based on the findings of a survey response of 14.9 percent of workers and an extrapolation of the Metropolitan Washington Council of Governments (MWCOG) population forecast, as outlined on pages 3-47 and 3-48. This method of analysis raises a couple of concerns.

- Is a 14.9 percent sample size an appropriate basis to extrapolate population changes of this nature?
- Within the tables throughout this section (3.2-17, 3.2-19, 3.2-20, 3.2-21, 3.2-22, and 3.2-23) it seems odd that Arlington County always has a net change of 0. It seems odd that a locality of this size would experience no change.

3-314: It is stated that future tiered National Environmental Policy Act (NEPA) documentation associated with intersection improvement projects would not need to include detailed traffic noise analyses, as these projects should “have little effect on traffic noise.” County staff does not feel that this would necessarily be the case, as an intersection improvement project aimed at alleviating traffic congestion would likely have the effect of increasing traffic speeds, which, in turn, would likely increase traffic noise levels, even if traffic volumes were to remain constant. If there will be any intersection improvement projects near residential or other noise sensitive uses for which the post-project traffic volumes and speeds would not have previously been evaluated for noise impacts, or if the noise-sensitive uses were not present or considered during the earlier evaluation, staff recommends that highway noise impacts continue to be a consideration for NEPA documentation.

3-495 through 3-520: County staff appreciates the Army’s commitment to environmental sustainability as highlighted beginning on page of the DEIS. Page 3-500 of the DEIS states: “Design strategies using cool roofs, solar hot water heating, waste heat harvesting, and integrated co-generation systems are encouraged.” Staff suggests that Fort Belvoir consider whether there may be opportunities for coordinated, on-site scale energy projects (e.g., use of on-site power generation for several building rather than having individual building systems; using waste heat generated in one building to provide heating in another).

Attachment D

Draft Environmental Impact Statement for Short-Term Projects and Real Property Master Plan Update – Fort Belvoir, Virginia
Comments from Fairfax County, Virginia

Suggested Corrections/Items for Clarification

This attachment presents a compilation of comments relating to factual corrections and needs for clarification and/or elaboration. These comments were identified through a multi-agency review of the Draft Environmental Impact Statement dated April 2014. The following agencies participated in this review:

County Executive's Office (Fairfax County Environmental Coordinator)
Fairfax County Department of Planning and Zoning
Fairfax County Department of Public Works and Environmental Services
Fairfax County Department of Transportation
Fairfax County Health Department
Fairfax County Fire and Rescue Department
Fairfax County Park Authority
Fairfax County Police Department
Fairfax County Public Schools
Fairfax Water

April 2014 Draft Environmental Impact Statement for Short-Term Projects and Real Property Master Plan Update – Fort Belvoir, Virginia
Comments from Fairfax County, Virginia – Major Issues

VDP = INSTALLATION VISION AND DEVELOPMENT PLAN
IPS = INSTALLATION PLANNING STANDARDS
TMP = TRANSPORTATION MANAGEMENT PLAN
DEIS = DRAFT ENVIRONMENTAL IMPACT STATEMENT

The comments that follow are organized by page number. Overall, staff appreciates that many of the county's comments on the March 2013 draft Real Property Master Plan (RPMP) have been incorporated into the March 2014 draft of the RPMP. In some instances, it appears as though some of these comments, while addressed in this draft of the RPMP, were not addressed in corresponding sections of the DEIS. Where applicable, these inconsistencies are noted within this appendix.

ES-32, ES-40, 3-327, 3-329, 3-332, 3-333, and 3-336: These pages identify the potential for asbestos-containing parent material. Naturally-occurring asbestos is not a concern anywhere on or near Fort Belvoir or in the coastal plain in general.

2-5: The legend of the proposed land use plan (Figure 2.2) does not match precisely the legend of the same proposed plan map as shown on page 3-18 of the March 2014 Draft Installation VDP. One map identifies "development constraints," while the other identifies "constrained development areas." There is also a difference in how the training land use category is identified. Further, an area of development constraint east of Heller Road in the Fort Belvoir North Area (FBNA) is not depicted consistently on these maps.

2-7: Table 2-1 indicates that, under the proposed land use plan, there would be an addition of 11 acres of developable land in comparison to the current plan. Please clarify why would there be a change in developable acreage, and identify where the additional developable area is located.

2-17: Figure 2-4, the map of proposed short-term projects, identifies four phases for the National Museum of the U.S. Army. The first phase is identified to the west of subsequent phases. It was county staff's understanding that the westernmost component of the museum (project 27) would not be constructed first.

2-25 (line 699-701): This sentence states that the former Post Exchange (PX) will be demolished. This sentence should be updated to reflect that the former PX has been demolished, consistent with the status listed on page 2-13 (Table 2-2) and elsewhere in the document.

2-47: Table 2-4 lists the Administrative Campus District as project LT 4. The description of this project includes the demolition of the existing Dewitt Army Community Hospital. Staff understands that the demolition of the hospital is expected to occur within the short-term timeframe of the RPMP, as it is currently listed on the FY 2014 Facilities Reduction Program. This should be reflected accordingly within the DEIS.

2-58: The DEIS indicates that Alternative 2 would include full implementation of the preferred alternative with the exception that project LT9, a secure campus for up to 7,500 personnel within the FBNA, would not be pursued. However, Table 2-6 indicates that there would be only a difference of 6,000 in 2030 employment between the preferred alternative and Alternative 2. It is not clear if it is assumed that, for the preferred alternative, 1,500 employees would be phased in after 2030. If this is not the case, please identify why the difference would only be 6,000 employees rather than 7,500 employees.

2-60: Within the discussion of Alternative 2, transportation concerns resulting from the 2005 BRAC process are mentioned. As a result of these concerns, the Washington Headquarters Service was moved to the Mark Center in Alexandria, and a Memorandum of Agreement (MOA) was established, capping employee population at 8,500 pending further transportation improvements. This discussion should mention the MOA and discuss if and how this may impact future development at FBNA.

3-18 (line 401): The citation within this sentence does not match the reference listed in Chapter 7 (page 7-3). The words “comprehensive plan” should be capitalized replaced with “Fairfax County Comprehensive Plan in this sentence, to clarify this is a county document.

3-18 and 3-24: A discussion of Accotink Village is presented within the section on the Fairfax County Comprehensive Plan. The area is described as a specific area with special or unique characteristics and notes that it is not considered a formal planning district. It should be noted that Accotink Village is located within the Lower Potomac Planning District. Additionally, there are existing multifamily residential units along Richmond Highway that should be noted in the description of existing uses in this area.

3-23: The word “shall” is used in discussing Comprehensive Plan recommendations for the Lower Potomac and Springfield Planning Districts. When referring to Comprehensive Plan recommendations, any use of the word “shall” should be replaced by a less prescriptive word (such as “should”), as the Comprehensive Plan is a guide for future development and is not legally binding.

3-23 and 3-24: Planning objectives for each of the planning districts near Fort Belvoir are summarized on these pages. However, not all of the objectives for each district are listed, and it is unclear as to why some objectives were omitted. In particular, objectives related to the identification of heritage resources and the support of mass transit are not included, despite their relevance to the future growth of Fort Belvoir.

3-26 and 3-27; 4-7 and 4-8: Tables 3.1-3 and 4.1 contain a list of current and future off-post development projects. This list is generally consistent with the planning initiatives outlined on pages 3-6 and 3-7 of the VDP. In commenting on the RPMP draft from March 2013, staff noted that project number 6, General Services Administration Warehouse Framework Plan, was adopted as a component of the Springfield Connectivity Study Plan amendment referenced in project number 3 and should not be listed as a separate study. This change was reflected in the March 2014 RPMP document, but has not been reflected in the DEIS. This table should be

revised to be consistent with the information provided in the March 2014 VDP. Additional comments on this table are as follows:

- The description for project number 3 states that "Springfield Metro Center Industrial Park parcels are being reviewed for rezoning as a mixed-use zoning district." This rezoning was approved in May 2012.
- Project number 9, Kingstowne Town Center, has largely been built out, particularly with the planned number of residential uses. It is unclear as to where the 230,000 square feet of retail refers. If this is the existing retail use, this should be clarified in the item description.

3-28: The discussion of current and future development near Fort Belvoir contains information about amendments that have been made to the Comprehensive Plan, which is generally consistent with the discussion of planning initiatives outlined on page 3-6 of the VDP. In commenting on the RPMP draft from March 2013, staff noted that the 2008 BRAC Area Plans Review (APR) cycle was incorrectly identified as the "Annual Plan Review" cycle. Additionally, staff noted that during this cycle, 14 nominations to amend the Comprehensive Plan were adopted, not 11. The paragraph generally characterizes the changes to the Plan as allowing for rezoning from industrial use to office use; however, only three of the adopted Plan changes were of this nature. Of the 14 adopted changes, only seven are in the vicinity of FBNA and the General Services Administration (GSA) warehouse. Other adopted Plan changes were located along the Richmond Highway Corridor and near the Huntington Metrorail Station. To reflect this some modifications were made in the March 2014 RPMP document; however, these changes were not reflected in the DEIS. This section should be revised to be consistent with the information provided in the March 2014 VDP, inclusive of staff comments contained on Appendix A, pages A11 through A-12 of this document.

3-116: Table 3.2-28 provides a summary of socioeconomic impacts. The impact for Alternative 1 in the first item, "Short-term increased employment and income from construction spending and labor," is listed as "Beneficial Less than significant adverse." Based on descriptions within the document, it is assumed that this impact should be "Beneficial."

ES-29 (line 321): This line should read "Section 106 of the National Historic Preservation Act of 1966" not "National Register."

3-21: Figure 3.1-4 illustrates planning districts within the vicinity of Fort Belvoir, and also contains the locations of nearby Historic Overlay Districts (HODs). It should be noted that the Historic Overlay Districts are a zoning district, not sub-areas of the Comprehensive Plan. To clarify this, it is suggested that a statement for the HODs be inserted on page 3-25 following Accotink Village. "Fairfax County Historic Overlay Districts are created for the purpose of promoting the general welfare, education, and recreational pleasure of the public, through the perpetuation of those general areas or individual structures and premises that have been officially designated by the Board of Supervisors as having historic, architectural, archaeological or cultural significance."

3-122 through 3-125: Section 3.3.1.3 appears to be taken from an earlier draft of the RPMP, which has since been revised. This should be updated to match the revised RPMP language in the March 2014 draft document. Specific comments are as follows:

- 3-122 (lines 115 and 118): The plantation/estate was called Belvoir, not Belvoir Mansion. The word "mansion" specifies the house itself. The Belvoir Mansion Ruins are on the National Register of Historic Places. It is suggested that the word "Mansion" instead of "Manor" should be used throughout the document for consistency when referring to house or ruins of the house.
- 3-122 (lines 121 and 122): Since the War of 1812 Battle of the White House is mentioned here, and the White House fishery is noted on line 133, it is recommended that one sentence regarding the battle be inserted starting on line 134 before the sentence beginning "During the Civil War . . ." A suggested sentence is within the RPMP VDP (page 2-19, last sentence under the subheading *The 18th Century*).
- 3-122 (lines 124 and 125): Woodlawn was built in the 19th century, but the rest of sentence refers to the 18th century. This language has been revised in the March 2014 draft of the RPMP (VDP page 2-19). Please revise this sentence to be consistent with the RPMP language.

3-133: Washington's Distillery is not a Fairfax County Historic Site, nor is it listed on neither the National Register of Historic Places (NRHP) nor the Virginia Landmarks Register (VLR). Only the grist mill is listed. It is suggested that the contributing status of the Distillery be confirmed with the Virginia Department of Historic Resources (VDHR). The references to the distillery and grist mill should be separated to distinguish the listing statuses.

3-132 through 3-136: Table 3.3-3 lists Historic Architectural Resources within and near Fort Belvoir. The following revisions to this table are suggested:

- 3-132: Camp A.A. Humphreys' Pump, et al: add Fairfax County Historic Site
- 3-133: US Army Package, et al: add Fairfax County Historic Site
- 3-133: Thermo-Con: add Fairfax County Historic Site
- 3-134: The current Woodlawn Baptist Church was built in 1998 (sanctuary) and 1969 (previous additions to now demolished church still extant). The demolished church is the Fairfax County Historic Site, not the current church. The contributing status of current church should be confirmed with VDHR since there is conflicting information in the Virginia Cultural Resource Information System (V-CRIS) (see 029-0070). References to the demolished church, current church and cemetery should be separated to distinguish listing statuses.

3-139 (line 475): Insert "and in the Fairfax County Inventory of Historic Sites in 2006."

3-139 (line 487): Insert "It is also listed in the Fairfax County Inventory of Historic Sites."

3-140 (line 503): Insert 'It was listed in the Fairfax County Inventory of Historic Sites c. 1997."

3-140 (line 534). This sentence states that Woodlawn "is NHL-listed in the Virginia Landmarks Register." This statement should be revised to distinguish that it is a National Historic Landmark (NHL) and is also listed in the VLR.

3-141 (lines 542 through 545, 579): Please note the construction date of distillery, and that it is non-contributing to NRHP, VLR and is not a Fairfax County Historic Site. It is also noted that just the grist mill, not the distillery, contributes to the Woodlawn Historic Overlay District.

3-141 (line 562 through 567). The 1872 church should be referred to in the past tense, as it no longer exists. The current Woodlawn Baptist Church is not a Fairfax County Historic Site. The listing refers to original church, which has been demolished.

3-142 (line 599): It appears that a word or words are missing here. Please clarify the first bullet point.

3-184 (lines 78-107): Planned improvements for other facilities are summarized in Section 3.4.1.1. The sub-section summarizing US Route 1 should include language stating Fairfax County's plans to widen this road to six lanes through the entire corridor.

3-187: Figure 3.4-2 should reflect the Metrorail Silver Line, slated to open mid-2014.

3-189 (lines 108-119): The Fairfax County Comprehensive Plan also calls for High-Occupancy Vehicle (HOV) lanes on the Fairfax County Parkway, in addition to the planned six lanes and various grade separated interchanges. It should also be noted that the Fairfax County Parkway is only recommended to be widened to 6 lanes west of I-95. The text suggests that it will be widened for the section between I-95 and US Route 1.

3-189: The Mount Vernon Memorial Highway and George Washington Memorial Parkway are located to the east of Fort Belvoir. The description of this roadway should be updated to reflect that the Mount Vernon National Park is the southern terminus of the George Washington Memorial Parkway.

3-190 (line 153): "Express Lanes" should be capitalized.

3-190: The discussion of the widening of Rolling Road states that the county "wants" this roadway to be four lanes. This discussion should be updated to reflect that this facility is currently two lanes, but is planned for four on the Fairfax County Transportation Plan. Rolling Road changes to Pohick Road at I-95. Both road names should be referenced in the description. The discussion of local opposition to planned road widenings is inappropriate in this context.

3-191: The last sentence in the North Post Roadway Network should end with a period, not a colon.

3-193: Under "Access to/from Fairfax County Parkway" it is stated that there are two Access Control Points (ACPs); however, three are discussed.

3-193: The discussion of FBNA is unclear. It is stated that there are traffic control points in this area. It is unclear if a traffic control point is different than an ACP. This distinction should be clarified.

3-194: When discussing transit accessibility the ongoing Virginia Department of Rail and Public Transportation (VDRPT) US Route 1 Alternatives Analysis should be mentioned.

3-199: Please verify if the Fairfax County Paved Trails and Bicycle Routes shown as existing on Figure 3.4-4 exist. This map does not appear to be accurate.

3-203: The acronym for the Virginia Department of Rail and Public Transportation should be modified to VDRPT.

3-204 (line 608): This figure reference is incorrect; it should refer to Figure 3.4-6.

3-209 (line 633): The reference to the 2012 Route 1 Countywide Transit Network Study should be modified to ‘2012 Countywide Transit Network Study” as it was not limited to the Route 1 corridor.

3-209: The VDRPT Route 1 Multimodal Alternatives Analysis should be listed as a relevant study.

3-268: Under Recommendation 11, in the description column, 'ransportation' should be corrected to “transportation.”

3-351: The county’s Chesapeake Bay Preservation Ordinance identifies redevelopment as an allowed use in Resource Protection Areas (RPAs). This is not recognized within the discussion of RPAs.

3-374: It is stated that the Accotink Creek Conservation Corridor on the Fort Belvoir North Area is 204 acres in size, while page 2-10 of the VDP identifies this area as containing 191 acres. Whichever figure is in error should be corrected.

3-425 and 3-426: Under the discussion of water supply, the text should be revised to indicate that there are multiple wholesale customer agreements. Additionally, the FBNA is not yet receiving service from Rolling Road. This section, beginning on line 39, should be revised as follows: “A 36-inch water supply line along Backlick Road provides potable water to FBNA along its perimeter. A 16-inch water supply line in Rolling Road will also provide potable water to FBNA along its perimeter in the future.”

3-426: Within Table 3.10-1, the figures for usage are not consistent with the text on page 2-60 of the VDP.

3-426 (lines 47 and 48): Revise sentence beginning line 47 to read: “The current purchased capacity for potable water from Fairfax Water for the Main Post is 4.6 mgd (peak flow) and for FBNA, is 3.0 mgd (peak flow). When the demand reaches 80 percent of the purchased capacity

at either the Main Post or the FBNA, the Virginia Department of Health, the regulating authority, requires submission of plans for system upgrades."

3-443 (line 386): This sentence should be revised to read "As noted in Section 3.10.1.1, when the water demand reaches 80 percent of the 4.6-mgd or 3.0-mgd purchased capacity for Main Post and FBNA respectively, the Virginia Department of Health requires submission of a plan for system upgrades." Subsequent calculations should be revised to reflect separate thresholds for the 80 percent calculation (pages 3-443, 3-445, 3-452, 3-457, 3-458).

3-444 (line 389): This sentence should be revised to distinguish that Fairfax Water is a separate entity from the county government, as follows: "Fairfax Water staff indicate that their existing water system has adequate capacity…"

F-83, F-85 and F-90: There are inconsistencies among the Water Resources Small Area maps (Appendix F) in regard to RPA boundaries near the Post Exchange (PX) and Commissary.

Board Agenda Item
September 9, 2014

ACTION – 13

Approval of the Consolidated Memorandum of Understanding (MOU) Between Fairfax County and Volunteer Fairfax as a Part of the Implementation of the County-Wide Volunteer Management System

ISSUE:
Approval of an updated, consolidated memorandum of understanding between Fairfax County and Volunteer Fairfax necessitated by the implementation of the Volunteer Management System (VMS).

RECOMMENDATION:
The County Executive recommends that the Board approve the updated consolidated memorandum of understanding and authorize him to execute an agreement substantially in the form of the attached updated MOU between Volunteer Fairfax and Fairfax County.

TIMING:
The Board should act on this recommendation at this time as part of the implementation of the new Volunteer Management System (VMS).

BACKGROUND:
As part of the development and implementation of the enterprise VMS, County volunteer coordinators reviewed policies and procedures utilized by 22 different County programs for recruitment, placement and management of volunteers. In line with the goals of having consistent practices and documentation for volunteer programs, a single memorandum of understanding has been prepared by Fairfax County and Volunteer Fairfax to replace the existing individual agreements previously established for each county volunteer program.

The MOU (Attachment 1) was developed by a working group that included volunteer managers, the Office of Public Private Partnerships (OP^3) and Volunteer Fairfax, with review and input from the Offices of Risk Management and the County Attorney. Legal counsel for Volunteer Fairfax also reviewed and provided input on the MOU.

Development of the VMS has been co-led by the Department of Information Technology (DIT) and OP^3, with participation of county volunteer coordinators and representatives of Volunteer Fairfax. Samaritan Technologies, the contractor responsible for implementation and hosting of the VMS, launched the enterprise system in April 2014, and since then seven volunteer programs have been brought online: Health Department (including Medical Reserve Corps); Certified Emergency Response Team;

Fairfax County Public Library; Volunteer Income Tax Assistance; Office for Women and Domestic Violence Services; and the Office of Elections. Four other County volunteer programs are now in development: Volunteer Solutions, Long Term Care Ombudsman; Prevention Services; and Fairfax County Park Authority. It is expected that the remainder of the participating volunteer programs will be brought online by spring 2015.

FISCAL IMPACT:
There is no cost associated with the consolidated MOU between Volunteer Fairfax and Fairfax County. The implementation of the VMS is projected to improve efficiency and coordination of recruiting and sharing volunteers. The VMS makes finding and applying for volunteer opportunities easier for those who live or work in Fairfax County. Integrating volunteer data in VMS should improve upon the accuracy and timeliness of reporting of the number of volunteers and hours contributed. It should also assist in the evaluation of the types of services rendered by volunteers to individual agencies and County-wide.

ENCLOSED DOCUMENTS:
Attachment 1: Memorandum of Understanding with Volunteer Fairfax County

STAFF:
Patricia Stevens, Executive Director, Office of Public Private Partnerships
Wanda Gibson, Director, Department of Information Technology
Gail Langham, Deputy County Attorney, Office of the County Attorney

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between Volunteer Fairfax, incorporated in the Commonwealth of Virginia as a private nonprofit corporation and Fairfax County (hereafter referred to as "Organization").

THE ORGANIZATION HEREBY AGREES THAT IT SHALL:

1. be a public entity, which provides services to the community at-large or to special populations.

2. not discriminate in serving its clients on the basis of religion, age, sex, race, disabilities, sexual orientation or income, within the limits of its mission. Likewise, it shall not discriminate in the acceptance of volunteers on the basis of religion, age, sex, race, disabilities, sexual orientation or income. Reasonable and appropriate guidelines in the areas of age and sex will be accepted;

3. be responsible solely for screening and evaluating volunteers referred by Volunteer Fairfax. The Organization understands and agrees that it is free to accept or reject any volunteer referred by Volunteer Fairfax based upon the evaluation of such volunteer by the Organization. Upon acceptance by the Organization, the referred volunteer becomes a volunteer of the Organization;

4. agree not to pursue any claims against Volunteer Fairfax, its officers, directors, employees and agents arising out of Volunteer Fairfax's referral of volunteers to the Organization and any act or omission of any volunteer arising out of and in the course of volunteer services performed by a volunteer on behalf of the Organization;

5. provide Volunteer Fairfax with the name of a person who will serve as the primary point of contact for volunteers from each agency/division/branch (Fairfax County Volunteer Resource Coordinator will maintain and submit list to Volunteer Fairfax, as changes are made to this list);

6. through the Fairfax County Volunteer Management System each agency/division/branch profile and logo and volunteer opportunities will be submitted electronically to the Volunteer Fairfax database;

7. respond to Volunteer Fairfax's periodic requests for updated information to maintain accurate and current volunteer opportunity listings;

8. remain in good standing with the community by complying with all applicable laws and safety, health and fire regulations;

9. maintain a safe, sanitary environment in which volunteers can serve;

10. Fairfax County division/branch/programs that agree to accept, on a case-by-case basis, court-referred or pre-trial clients, will abide by the Alternative Community Service Guidelines ("ACS Guidelines"), attached hereto as Exhibit A. Acceptance of these clients is subject to all conditions listed in the ACS Guidelines.

ATTACHMENT 1

Organization shall provide written notice to Volunteer Fairfax of Fairfax County division/branch/programs that elect to accept court-referred or pre-trial clients.

ATTACHMENT 1

VOLUNTEER FAIRFAX HEREBY AGREES THAT IT SHALL:

1. provide an orientation bi-annually to Fairfax County volunteer coordinators about Volunteer Fairfax services to Member Organizations;

2. promote volunteerism in Fairfax County on behalf of Organization through media;

3. maintain the Organization's basic data (names, address, phone number, e-mail, website) and volunteer needs information, (as defined and processed through the API system) in its database, updating as needed;

4. include the Organization in the Call for Nominations for the Fairfax County Volunteer Service Awards;

5. provide newsletters including articles and news of interest to Member Organizations and the volunteer sector of Fairfax County, as well as other mailings of pertinent information on an on-going basis;

6. afford the Organization priority in all of Volunteer Fairfax's activities and collaborations;

7. provide all benefits associated with the Partner level membership as defined by Volunteer;

8. Screen, place, and monitor pre-trial and court-referred volunteers with division/branch/programs that have agreed to the ACS Guidelines.

VOLUNTEER FAIRFAX RETAINS THE RIGHT TO:

1. notify an agency/division/branch/program that they must edit or withdraw an opportunity if it does not meet Volunteer Fairfax standards. If an agency/division/branch/program fails to edit or withdraw an opportunity upon request, Volunteer Fairfax has the right to request that the agency/division/branch/program no longer post on their site.

2. request verification of compliance with applicable laws, including health, safety and fire regulations.

3. display member agency's submitted logo alongside agency's information on VF website.

The Parties may modify this Memorandum of Understanding by a written document signed by both Parties.

Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice to the other party.

Fairfax County	VOLUNTEER FAIRFAX
By:_____	By:_____
Date _____	Date _____

Volunteer Fairfax Member Memorandum of Understanding
For a signed copy of this document please contact membership@volunteerfairfax.org

Exhibit A

Alternative Community Service (ACS) Guidelines (ACS Guidelines)

Your organization may agree to receive referrals of clients needing to complete community service hours in reference to a court case, subject to all conditions outlined in these Guidelines. Should you elect to receive such referrals, each division/branch or program will designate in writing a representative authorized to accept ACS volunteers on a case- by-case basis, and will provide requirements or limitations for acceptance of these volunteers. In doing so, you agree to the following stipulations.

Types of clients:

a) Court Referred Clients

Court referred clients are those who are mandated to complete a set number of hours in order to have their charge reduced or dismissed. Court referred clients will be given a due date to complete their hours based on the number assigned or the proximity of their court date – whichever comes first. This also includes clients who need to complete a designated number of hours as an agreement between the attorney and the prosecutor. Hours must be completed according to the timeframe indicated on the client's timesheet.

b) Pre-Trial Clients

Pre-trial clients are those that have been recommended by their attorneys to complete as many hours as possible prior to their court date. Client's paperwork provided by Volunteer Fairfax will indicate if a client is pre-trial in the referral letter and on the timesheet denoted by a "0" under "Hours Required". Pre-trial clients are allowed to complete service hours up to two business days prior to their court date.

1) Client Screening

Volunteer Fairfax does not accept clients who are minors or have a history of violent, sexual, or concealed weapons charges. Furthermore, the ACS manager will screen clients according to the specified agency requirements. The ACS manager will discuss referral stipulations of each agency with the representing supervisor. Interviews are conducted with each client, which allows VF to gauge the attitude and personality of the client, disclosure of any additional charges, or circumstances that would prevent the client from being a part of the ACS program. Fairfax County court-referred clients are referred to the program based on the fact that they do not have a history of violent or sexual offenses. Criminal background history is reviewed by the court before a referral is conducted. Upon intake probation officers and attorneys who refer clients are required to submit a criminal background history for their clients.

2) Client Confidentiality

While Volunteer Fairfax is able to disclose the details regarding a client's case to the organization's staff member responsible for accepting the client, the ACS program requires that the agency maintains the confidentiality of the client. The knowledge that the client is completing hours in reference to a court case should remain between the client and the supervising staff members. The client should be oriented to and processed by the agency as any regular volunteer.

3) Accreditation of Hours

Whatever hours a client must complete for their court case cannot count doubly for any other reason such as for school credit or for a second case. A client must not receive monetary compensation for their hours. A client cannot have another individual work his or her hours for them. A client cannot receive credit for hours not worked or hours promised. Clients should only receive credit for hours spent servicing the agency. Time spent attending the initial interview, orientation, or breaks should not count towards the final total.

Volunteer Fairfax will not attribute credit for community service unless there is written verification from the agency supervisor. Clients are instructed to record their hours separately from the official timesheet maintained by the agency. At the completion of a client's hours, the primary supervisor will confirm the times and signatures recorded on the timesheet. If there is any dispute between an agency and a client regarding the accuracy of hours worked and recorded, Volunteer Fairfax will differ to the reporting of the agency.

4) Recording and Reporting of Client Hours

A timesheet will be provided directly to agency supervisors for each client referred. The timesheet is for the recording of the date, time in, time out and total number of hours the client performs for each shift. The supervisor is expected to initial each shift and sign when the client is finished. The timesheet includes Volunteer Fairfax's logo and is faxed directly to the agency in order to prevent forgery, though if the agency has their own method of recording a client's hours, that documentation can be used as well. Volunteer Fairfax requests that agencies do not provide the timesheet directly to clients to avoid any incident of forgery. Clients are instructed to record their hours separately. An accurate record is extremely important. Clients are instructed to notify their supervisors as well as the ACS program manager upon completion of their hours. The program manager will request a copy of the client's timesheet and verification of the total hours worked. Additional comments in regards to a client's performance can be included and will be forwarded to the client's referring entity.

5) Reasons for Client Termination

Volunteer Fairfax will support the guidelines your agency has set forth for your volunteers. We expect the client to be prompt, courteous, cooperative, and to perform the work assigned.

The following are the reasons that client's case may be terminated with Volunteer Fairfax as noted in the program guidelines:

- failure to follow the work schedule;
- poor work/behavioral performance and/or attendance;
- failure to finish the hours by the assigned completion date;
- failure to pay the administrative fee by the assigned date; and
- failure to notify staff upon completion of hours.

If there is no improvement after one verbal warning, the client can be removed from the program. If a client is found to be in violation of agency/ACS regulations, the ACS program manager must be notified immediately. The agency reserves the right to terminate clients at their discretion.

Additional Information:

Volunteer Fairfax maintains a specific insurance policy for the Alternative Community Service Program which covers court referred clients.

Board Agenda Item
September 9, 2014

ACTION - 14

Approval of the FY 2015-16 State Performance Contract Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services

ISSUE:
Board of Supervisors approval for the Fairfax-Falls Church Community Services Board's acceptance of funds and approval of the FY 2015-16 State Performance Contract with the Virginia Department of Behavioral Health and Developmental Services.

RECOMMENDATION:
The County Executive recommends that the Board approve the FY 2015-16 Community Services Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and the associated acceptance of funds.

TIMING:
Immediate

BACKGROUND:
By law, the Fairfax-Falls Church Community Services Board (CSB) must make its proposed State Performance Contract available for public review prior to the CSB Board's final recommendations and approval and prior to the CSB submitting the State Performance Contract for review and approval by Fairfax County and the Cities of Fairfax and Falls Church

The proposed FY 2015-16 Community Services Performance Contract was available for thirty days for public review and comment. Copies of the FY 2015-16 State Performance Contract were disseminated to County Regional Libraries, two City Councils, the CSB, CSB outpatient treatment sites and Board of Supervisors District Offices. Notices were sent to the CSB distribution list and posted on the CSB's Web page. Comments were received until August 26, 2014.

On August 20, 2014, the Virginia Department of Behavioral Health and Developmental Services issued Revision 1 to the FY2015-16 Community Services Performance Contract including a summary of changes to contract language resulting from legislative actions affecting CSBs enacted by the 2014 General Assembly and the deliberations of the Governor's Mental Health Task Force and the Joint Subcommittee to Study Mental Health Services in the Commonwealth in the 21st Century (SJ47). Those revisions to this earlier draft made available to local CSBs for review and public comment have been made to conform to changes in State law effective July 1 and do not materially change

the allocation of funds posted for review in Attachment A-1. The letter from the State that summarizes these revisions to the original contract is provided in Attachment A-3.

On August 27, 2014, the CSB Board approved the FY 2015-16 Community Services Performance Contract, following which the FY 2015-16 Community Services Performance Contract is being presented for review and approval by Fairfax County and the Cities of Fairfax and Falls Church.

The contract transfers $40,376,918 in state-controlled funds to the CSB, which is the total estimate of $22,256,968 in State funds, $4,266,850 in Federal funds, $11,097,032 in Medicaid State Plan Option funds and $2,756,068 in MR Waiver funds.

FISCAL IMPACT:
This is the contractual mechanism used by the State to receive $40,376,918 in state-controlled funds to the CSB. This is a decrease of $184,114 or .05% than the FY 2013-2014 annual contract amount of state-controlled funds, largely attributable to the estimated revenues from Medicaid State Plan Option in the CSB's FY2015 Adopted Budget.

ENCLOSED DOCUMENTS:
Attachment A-1: FY 2014 Attached CSB-Specific Information
Attachment A-2: FY 2015-16 Community Services Performance Contract (*This document can be found online:* http://www.dbhds.virginia.gov/OCC-default.htm) Please note: Board offices were sent the full copy of the State Performance Contract document on July 28, 2014.
Attachment A-3: FY 2015 and FY 2016 Performance Contract Revision No. 1

STAFF:
Patricia Harrison, Deputy County Executive for Human Services
Leonard P. Wales, Acting Director of Administrative Services/General Manager, Fairfax-Falls Church Community Services Board
Daryl Washington, Deputy Director, Fairfax-Falls Church Community Services Board
Jerome Newsome, Director of Informatics, Fairfax-Falls Church Community Services Board

FY 2015 And FY 2016 Community Services Performance Contract

FY 2015 Exhibit A: Resources and Services

Fairfax-Falls Church Community Services Board

Consolidated Budget (Pages AF-3 through AF-8)				
Funding Sources	**Mental Health Services**	**Developmental Services**	**Substance Abuse Services**	**TOTAL**
State Funds	14,947,643	2,032,713	3,721,344	20,701,700
Local Matching Funds	54,539,983	43,745,473	11,424,851	109,710,307
Total Fees	9,717,207	6,648,451	3,061,687	19,427,345
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	1,199,266	0	3,632,567	4,831,833
Other Funds	0	0	60,000	60,000
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	**80,404,099**	**52,426,637**	**21,900,449**	**154,731,185**
State Funds One-Time	0		0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	**0**	**0**	**0**	**0**
TOTAL ALL FUNDS	**80,404,099**	**52,426,637**	**21,900,449**	**154,731,185**

Cost for MH/DV/SA Services	**63,870,422**	**51,266,549**	**16,630,225**	**131,767,196**

Cost for Emergency Services (AP-4)	**7,456,985**
Cost for Ancillary Services (AP-4)	**13,982,557**

Total Cost	**153,206,738**

Local Match Computation	
Total State Funds	20,701,700
Total Local Matching Funds	109,710,307
Total State and Local Funds	130,412,007
Total Local Match % (Local/Total State + Local)	**84.13%**

CSB Administrative Expenses	
Total Admin. Expenses	20,651,953
Total Expenses	153,206,738
Administrative Percent	**13.48%**

FY2015 Community Services Performance Contract
Exhibit A: Resources and Services
Fairfax-Falls Church Community Services Board
Financial Comments

Comment1	MH Fees Other: $1,604,965 Self Pay, $915,307 insurances, $1,300,412 CSA
Comment2	$68,172 State Courts, $14,100 Fines and Penalties
Comment3	MH Total Regional Transfer In/Out is detailed on the Regional Funds Worksheet
Comment4	DV Fees other: $547,958 Self Pay
Comment5	SA Fees Other: $576,184 Self Pay, $489,765 insurances, $21,681 LRP, $41,701 CSA
Comment6	SA Other Fed-CSB; $410,000 HIDTA, $154,982 Food Stamps
Comment7	SA Other Funds: $60,000 VHYF-Al's Pals
Comment8	The increase in administrative expenses from FY2013-14 to FY2015-16 is
Comment9	primarily attributable to a reorganization of personnel and costs
Comment10	to reflect an integrated behavioral health care service delivery model.
Comment11	During FY2015, the budget and actual expenditures for the following
Comment12	cost categories will be transferred/allocated to directly benefitting programs:
Comment13	commercial leases, utilities, contract rate adjustments, vehicles,
Comment14	computer equipment, training, and postage as well as other ancillary costs.
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY 2015 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
FEES	
MH Medicaid Fees	5,814,251
MH Fees: Other	3,902,956
Total MH Fees	9,717,207
MH Transfer Fees In/(Out)	0
MH Net Fees	9,717,207
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	269,450
MH FBG SMI (93.958)	902,245
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVMH Board (93.958)	0
Total MH FBG SMI FUNDS	902,245
MH FBG Geriatrics (93.958)	0
MH FBG Consumer Services (93.958)	0
Total MH FBG Adult Funds	902,245
MH Federal PATH (93.150)	27,571
MH Other Federal - DBHDS	0
MH Other Federal - CSB	0
TOTAL MH FEDERAL FUNDS	1,199,266
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	1,663,793
MH Acute Care Transfer In/(Out)	0
MH Net Acute Care - Restricted	1,663,793
MH Regional DAP (Fiscal Agent)	4,832,365
MH Regional DAP Transfer In/(Out)	-2,937,756
MH Net Regional DAP - Restricted	1,894,609
MH Crisis Stabilization (Fiscal Agent)	847,933
MH Recovery (Fiscal Agent)	543,192
MH Other Merged Regional Funds (Fiscal Agent)	771,962
MH Total Regional Transfer In/(Out)	-463,128
MH Net Unrestricted Regional State Funds	1,699,959
Total MH Net Regional State Funds	5,258,361

Report Date 8/26/2014

FY 2015 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
Children State Funds	
MH Child & Adolescent Services Initiative	515,529
MH Children's Outpatient Services	75,000
Total MH Restricted Children's Funds	590,529
MH State Children's Services	0
MH Juvenile Detention	111,724
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	111,724
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	0
Total MH Net Restricted Crisis Response & Child Psychiatry	0
Total MH State Children's Funds	702,253
Other State Funds	
MH Law Reform	530,387
MH Pharmacy - Medication Supports	1,665,990
MH Jail Diversion Services	321,050
MH Adult Outpatient Competency Restoration Srvs	0
MH CIT Assessment Sites	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
Total MH Net Expanded Community Capacity	0
MH 2014 DAP (Fiscal Agent)	222,056
MH 2014 DAP Transfer In/(Out)	-62,060
Total MH Net 2014 DAP	159,996
Total MH Restricted Other State Funds	2,677,423
MH State Funds	5,585,856
MH State Regional Deaf Services	23,750
MH State NGRI Funds	0
MH PACT	700,000
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	6,309,606
Total MH Other State Funds	8,987,029
TOTAL MH STATE FUNDS	14,947,643

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FY 2015 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
OTHER FUNDS	
MH Other Funds	0
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Prog	0
MH Other Retained Earnings	0
Total MH Other Funds	0
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	54,539,983
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	54,539,983
Total MH Funds	**80,404,099**
ONE TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Consumer Services (93.958)	0
MH State Funds	0
Total MH One Time Funds	**0**
Total MH All Funds	**80,404,099**

FY 2015 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Developmental Services (DV)

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
FEES	
DV Other Medicaid Fees	6,100,493
DV Medicaid ICF/ID Fees	0
DV Fees: Other	547,958
Total DV Fees	6,648,451
DV Transfer Fees In/(Out)	0
DV NET FEES	6,648,451
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
TOTAL DV FEDERAL FUNDS	0
STATE FUNDS	
DV State Funds	150,123
DV OBRA	18,610
Total DV Unrestricted State Funds	168,733
DV Crisis Stabilization (Fiscal Agent)	1,760,000
DV Rental Subsidies	0
DV Crisis Stabilization – Children	103,980
TOTAL DV Restricted State Funds	1,863,980
TOTAL DV STATE FUNDS	2,032,713
OTHER FUNDS	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings-Regional Prog	0
DV Other Retained Earnings	0
TOTAL DV OTHER FUNDS	0
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	43,745,473
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
TOTAL DV LOCAL MATCHING FUNDS	43,745,473
Total DV All Funds	**52,426,637**

Report Date 8/26/2014

FY 2015 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
FEES	
SA Medicaid Fees	1,932,356
SA Fees: Other	1,129,331
Total SA Fees	3,061,687
SA Transfer Fees In/(Out)	0
SA NET FEES	3,061,687
FEDERAL FUNDS	
SA FBG Alcohol/Drug Trmt (93.959)	1,659,779
SA FBG SARPOS (93.959)	207,611
SA FBG Jail Services (93.959)	159,802
SA FBG Co-Occurring (93.959)	115,716
SA FBG New Directions (93.959)	0
SA FBG Recovery (93.959)	0
Total SA FBG A/D Trmt Funds	2,142,908
SA FBG Women (includes LINK at 6 CSBs) (93.959)	443,444
SA FBG Prevention-Women (LINK) (93.959)	0
Total SA FBG Women Funds	443,444
SA FBG Prevention (93.959)	481,233
SA FBG Prev-Family Wellness (93.959)	0
Total SA FBG Prevention Funds	481,233
SA Other Federal - DBHDS	0
SA Other Federal - CSB	564,982
TOTAL SA FEDERAL FUNDS	3,632,567
STATE FUNDS	
Regional Funds	
SA Facility Reinvestment (Fiscal Agent)	0
SA Facility Reinvestment Transfer In/(Out)	0
SA Net Facility Reinvestment	0

Report Date 8/26/2014

FY 2015 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Fairfax-Falls Church Community Services Board

Funding Sources	Funds
Other State Funds	
SA Women (includes LINK at 4 CSBs) (Restricted)	129,200
Unrestricted Other State Funds	
SA State Funds	3,154,554
SA Region V Residential	0
SA Jail Services/Juv Detention	243,526
SA MAT - Medically Assisted Treatment	0
SA SARPOS	148,528
SA Recovery	0
SA HIV/AIDS	45,536
Total SA Unrestricted Other State Funds	3,592,144
Total SA Other State Funds	3,721,344
TOTAL SA STATE FUNDS	3,721,344
OTHER FUNDS	
SA Other Funds	60,000
SA Federal Retained Earnings	0
SA State Retained Earnings	0
SA State Retained Earnings-Regional Prog	0
SA Other Retained Earnings	0
TOTAL SA OTHER FUNDS	60,000
LOCAL MATCHING FUNDS	
SA Local Government Appropriations	11,424,851
SA Philanthropic Cash Contributions	0
SA In-Kind Contributions	0
SA Local Interest Revenue	0
TOTAL SA LOCAL MATCHING FUNDS	11,424,851
TOTAL SA Funds	**21,900,449**
ONE-TIME FUNDS	
SA FBG Alcohol/Drug Trmt (93.959)	0
SA FBG Women (includes LINK-6 CSBs) (93.959)	0
SA FBG Prevention (93.959)	0
SA State Funds	0
TOTAL SA ONE-TIME FUNDS	**0**
TOTAL ALL SA Funds	**21,900,449**

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AF-8

FY 2015 Community Services Performance Contract

Local Government Tax Appropriations

Fairfax-Falls Church Community Services Board

City/County	Tax Appropriation
Falls Church City	629,819
Fairfax City	1,389,544
Fairfax County	107,690,944
Total Local Government Tax Funds:	109,710,307

FY 2015 And FY 2016 Community Services Performance Contract

FY 2015 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Revenues and Utilization Data Core Services Costs by Program Area

Fairfax-Falls Church Community Services Board

	MH Services	DV Services	SA Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	80,404,099	52,426,637	21,900,449			154,731,185
Cost for MH, DV, SA, Emergency, and Ancillary Services (Page AF-1)	63,870,422	51,266,549	16,630,225	7,456,985	13,982,557	153,206,738
Difference	16,533,677	1,160,088	5,270,224	-7,456,985	-13,982,557	1,524,447

Difference results from

Other: 1,524,447

Explanation of Other in Table Above:

Regional Acute Care attributable to other CSBs

Report Date 8/26/2014

FY 2015 And FY 2016 Community Services Performance Contract

FY 2015 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Fairfax-Falls Church Community Services Board

Report for Form 11

Core Services Code	Projected Service Capacity	Projected Costs
250 Mental Health Acute Psychiatric Inpatient Services	4.2 Beds	$1,119,223
310 Outpatient Services	56.6 FTEs	$14,688,370
350 Assertive Community Treatment	10.7 FTEs	$1,677,521
320 Case Management Services	87.8 FTEs	$12,654,858
410 Day Treatment or Partial Hospitalization	45 Slots	$2,230,720
425 Mental Health Rehabilitation	197 Slots	$2,541,542
430 Sheltered Employment	8 Slots	$22,091
465 Group Supported Employment	6 Slots	$15,482
460 Individual Supported Employment	5.4 FTEs	$1,264,725
501 Mental Health Highly Intensive Residential Services	26 Beds	$3,284,394
510 Residential Crisis Stabilization Services	21 Beds	$5,441,438
521 Intensive Residential Services	24 Beds	$2,654,611
551 Supervised Residential Services	185.68 Beds	$11,954,513
581 Supportive Residential Services	23.13 FTEs	$4,320,934
	Total Costs	**$63,870,422**

FY 2015 And FY 2016 Community Services Performance Contract

FY 2015 Exhibit A: Resources and Services

CSB 200 Developmental Services

Fairfax-Falls Church Community Services Board

Report for Form 21

Core Services Code	Projected Service Capacity	Projected Costs
320 Case Management Services	38.8 FTEs	$5,969,820
420 Ambulatory Crisis Stabilization Services	3 Slots	$51,015
425 Developmental Habilitation	88 Slots	$11,360,598
430 Sheltered Employment	125 Slots	$3,155,867
465 Group Supported Employment	274 Slots	$6,698,488
460 Individual Supported Employment	11.7 FTEs	$1,998,739
510 Residential Crisis Stabilization Services	6 Beds	$1,289,646
521 Intensive Residential Services	95 Beds	$10,708,393
551 Supervised Residential Services	38 Beds	$9,058,642
581 Supportive Residential Services	0 FTEs	$975,341
	Total Costs	**$51,266,549**

FY 2015 And FY 2016 Community Services Performance Contract

FY 2015 Exhibit A: Resources and Services

CSB 300 Substance Abuse Services

Fairfax-Falls Church Community Services Board

Report for Form 31

Core Services Code	Projected Service Capacity	Projected Costs
260 Community-Based SA Medical Detoxification Inpatient (Hospital) Services	0.35 Beds	$62,935
310 Outpatient Services	14 FTEs	$1,879,284
313 Intensive Outpatient Services	4.4 FTEs	$760,453
320 Case Management Services	4.9 FTEs	$539,094
410 Day Treatment or Partial Hospitalization	32 Slots	$911,744
501 Substance Abuse Highly Intensive Residential Services (Medically Managed Withdrawal Services)	13 Beds	$1,573,403
521 Intensive Residential Services	118.4 Beds	$8,815,028
551 Supervised Residential Services	35 Beds	$894,468
581 Supportive Residential Services	0.55 FTEs	$38,904
610 Prevention Services	11.25 FTEs	$1,154,912
	Total Costs	**$16,630,225**

FY 2015 And FY 2016 Community Services Performance Contract

FY 2015 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Fairfax-Falls Church Community Services Board

Report for Form 01

Core Services Code	Projected Service Capacity	Projected Costs
100 Emergency Services	31.28 FTEs	$7,456,985
390 Consumer Monitoring Services	22.5 FTEs	$4,255,370
720 Assessment and Evaluation Services	65.4 FTEs	$8,590,802
730 Consumer Run Services (No. Individuals Served)	4000 Individuals	$1,136,385
	Total Costs	**$21,439,542**

FY 2015 Community Services Performance Contract

Table 1: Board of Directors Membership Characteristics

Name of CSB: Fairfax-Falls Church Community Services Board

Total Appointments: 16 **Vacancies:** 1 **Filled Appointments:** 15

Number of Individuals Who Previously Receives Services: 2

Number of Individuals Currently Receiving Services: 0

Number of Family Members: 5

FY 2015 Community Services Performance Contract

Exhibit D: CSB Board of Directors Membership List

Fairfax-Falls Church Community Services Board

Name	Address	Phone Number	Start Date	End Date	Term No.
Gary Ambrose, Vice Chair	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2014	6/30/2017	1
Pamela Barrett	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2012	6/30/2015	2
Susan Beeman	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2013	6/30/2016	3
Ken Garnes, Chair	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2014	6/30/2017	1
Katherine Hanley	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2013	6/30/2015	U
Suzette Kern, Secretary	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2012	6/30/2015	1
Paul Luisada	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2014	6/30/2017	1
Lynn Miller	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	3/1/2014	6/30/2015	U
Juan Pablo Segura	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2014	6/30/2017	1
Lori Stillman	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2014	6/30/2017	3
Dallas "Rob" Sweezy	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	6/1/2013	6/30/2016	1
Diana Tuininga	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2013	6/30/2016	1
Jeffrey Wisoff	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2014	6/30/2017	1
Spencer Woods	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2013	6/30/2016	1
Jane Woods	12011 Government Center Pkwy, Suite 836 Fairfax,VA 22	(703) 324-7000	7/1/2013	6/30/2016	2

FY 2015 Community Services Performance Contract

Table 2: Board Management Salary Costs

Name of CSB: **Fairfax-Falls Church Community Services Board** **FY 2015**

Table 2a: Management Position Title	FY 2015 Beginning	Salary Range Ending	Budgeted Tot. Salary Cost	Tenure (yrs)
Executive Director	$160,000.00	$160,000.00	$160,000.00	0.00

Table 2: Integrated Behavioral and Primary Health Care Questions

1. Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?

Yes

2. If yes, who is the partner?

- ☑ a federally qualified health center
  - Name: Health Works of Northern Virginia & Alexandria Neighborhood
- ☐ a free clinic
  - Name:
- ☑ a local health department, or
  - Name: Community Health Care Network through Fairfax County Healt
- ☐ another organization
  - Name:

3. Where is primary health (medical) care provided?

- ☑ on-site in a CSB program,
- ☑ on-site at the primary health care provider, or
- ☐ another site --specify:

4. Where is behavioral health care provided?

- ☑ on-site in a CSB program,
- ☑ on-site at the primary health care provider, or
- ☐ another site --specify:

FY 2015 Community Services Performance Contract

Fairfax-Falls Church Community Services Board

Table 2: Board Management Salary Costs

Explanations for Table 2a

Table 2b: Community Service Board Employees

1.	2.	3.	4.	5.	6.	7.
No. of FTE CSB Employees	MH	DEV	SA	SAOPA	ADMIN	TOTAL
Consumer Service FTEs	366.00	159.00	226.00	128.00		879.00
Peer Staff Service FTEs	11.00	0.00	2.00	1.00		14.00
Support Staff FTEs	57.00	15.00	31.00	0.00	32.00	135.00
TOTAL FTE CSB Employees	434.00	174.00	259.00	129.00	32.00	1,028.00

COMMONWEALTH of VIRGINIA

DEBRA FERGUSON, Ph.D.
COMMISSIONER

DEPARTMENT OF
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TO: Community Services Board and Local Government Department Executive Directors and the Behavioral Health Authority Chief Executive Officer

FROM: Paul R. Gilding
Community Contracting Director

SUBJECT: **FY 2015 and FY 2016 Performance Contract Revision No. 1**

DATE: August 19, 2014

My May 9 memo distributing the initial FY 2015 and FY 2016 Community Services Performance Contract noted that, given the complexity of bills affecting CSBs enacted by the 2014 General Assembly and the deliberations of the Governor's Mental Health Task Force and the Joint Subcommittee to Study Mental Health Services in the Commonwealth in the 21st Century (SJ 47), contract amendments may be necessary after the start of the contract term. That prediction proved to be accurate. The FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1 and the CSB Administrative Requirements Revision No. 1 are available for your information and use on the Department's web site at www.dbhds.virginia.gov/OCC-default.htm.

The Department developed this major revision of the performance contract in collaboration with the Performance Contract Committee, established by the Department and the VACSB, in response to concerns about accountability and the ongoing interest in our services system by the Governor's Mental Health Task Force and the SJ 47 Joint Subcommittee. The Office of the Attorney General has reviewed and approved Revision no. 1 as to form. Changes in the revision from the initial FY 2015 and FY 2016 Performance Contract are summarized below.

Performance Contract Revision No. 1 Changes

1. Language in the 2nd paragraph of section 4.a on page 3 about notifying the Department when a CSB begins providing a new category or subcategory or stops providing an existing category or subcategory of core services if the service is funded with more than 50 percent of state or federal funds or both is changed to 30 percent.
2. Section 4.a on page 3 in the 3rd paragraph: Language is added about accepting TDOs in residential crisis stabilization programs.
3. Section 4.b on page 3: Added language requires administrative and management costs to be reasonable and subject to review by the Department.

4. Section 4.c on page 3: Added language requires CSBs to comply with regional emergency services protocols.
5. Section 4.c.8.) on page 5: Added language requires updating the bed registry in real time.
6. Section 4.c.9.) on page 5: Added language requires preadmission screening evaluators to meet qualifications established by the Department and receive required training provided by the Department.
7. Section 4.d.8.) on page 7: Added language requires CSB emergency services staff to receive consistent training from the Department on REACH (a DOJ requirement).
8. New section 4.f on page 9 describes emergency services availability requirements.
9. New section 4.g on page 9 lists the minimum requirements for emergency evaluations.
10. Section 5 on page 10: Added language requires CSBs to maximize billing and collecting Medicaid payments and other fees in all covered services.
11. Section 5.a on page 10: Added language allows the Department to reduce restricted or earmarked state or federal funds during the contract term if the CSB significantly reduces or stops providing services supported by those funds. Language excludes these reductions from the final stage of the dispute resolution process in sections 9.c or 9.f of the contract.
12. Section 5.b on page 10: Revised language states continued disbursement of restricted or earmarked state or federal funds may be contingent on documentation in CCS and CARS reports that the CSB is providing the services supported by those funds.
13. Section 6.a on page 11: Added language requires the CSB to ensure appropriate management of each TDO admission to a state hospital to identify the cause of the admission and the actions the CSB may take in the future to identify alternative facilities.
14. Section 6.b.1.) on page 11: Added language requires reports on the CSB performance measures to be presented at least quarterly during scheduled board meetings.
15. Section 6.b.2.) on page 11 is rewritten and a requirement is added to review and update the quality improvement plan at least every four years.
15. Section 6.b.3.) on page 11: Revised language requires the CSB to implement procedures to insure the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect when they are reported to the Department.
16. New section 6.b.4.) on page 11 requires the CSB to ensure its clinical emergency services, other than preadmission screening evaluations, are provided only by licensed mental health professionals (psychologists, social workers, or professional counselors), certified preadmission screening evaluators, or residents or supervisees registered with the Board of Health Professions. This requirement does not preclude peers from participating as part of a team delivering emergency services. Preadmission screening evaluations can only be provided by CSB staff that meet requirements in section 4.c.9.) of the contract.
17. New section 6.b.7.) on page 13 addresses conflict-free case management services.
18. Section 6.b.8.) on page 13: Added language requires the CSB to provide ready access to records or other information for the Department to conduct reviews or investigations.

19. Section 6.b.9.) on page 13: Added language requires the CSB to post its dispute resolution procedures on its web site.
20. New section 6.b.10.) on page 13 requires rapid access to treatment for opioid drug abuse.
21. Section 6.c.2.) a.) on page 15: Revised language requires quarterly CARS reporting and reporting state and federal block grant funds expended by core service with the 4th quarter CARS report.
22. New section 6.i on page 17 requires CSB participation in reviews conducted by the Department.
23. Section 7.b.2.) on page 18: Added language requires the Department to post CSB TDO admissions and bed day utilization on its web site.
24. Section 7.c.1.) on page 18 (and several other places): Language is revised to move most of the text in the initial Exhibit B on continuous quality improvement (CQI) from the contract to a new Appendix E in the CSB Administrative Requirements.
25. New sections 7.c.6.) and 7.) on page 19 move Department requirements about human rights and licensing from the former Exhibit K to the contract body.
26. New section 7.j on page 22 requires the Department to conduct the CSB reviews in section 6.i.
27. Section 9.b on page 23: Added language includes reducing allocations and payments as compliance remedies, consistent with the change in section 5.a on page 10.
28. Section 9.f.11.) on page 25: Added language restricts circuit court review to termination or suspension of the contract, consistent with the change in section 5.a on page 10.
29. Former section 9.i in the initial contract about fraud is moved to the new Exhibit J.
30. Section 10 on page 26: Language in the initial contract is replaced with language to develop an incentive mechanism for excellent performance and a state hospital TDO bed utilization mechanism to be modeled in FY 2015 and that may have fiscal incentives or disincentives applied to outliers based on those baselines in FY 2016.
31. Exhibit B: Most of the CQI text is moved to Appendix E in the revised CSB Administrative Requirements.
32. Exhibit B on page 42: The measure in the initial contract on employment is split into two measures with no change in what is measured and reported.
33. Exhibit B on page 42: Additional measures are included in section III that are in the Department's data dashboard. These measures do not require additional CSB data collection since the sources are current CCS 3 data or AVATAR state facility data
34. Exhibit B on page 43: Added language in new section IV establishes an 80 percent utilization rate for residential crisis stabilization programs.
35. Exhibit E on pages 47-52: Language incorporates Amendment No.1, distributed on July 1, and is revised to reflect the change to quarterly CARS reporting.
36. Exhibit I on pages 57 and 58: Revised language reflects quarterly CARS reporting.
37. Former Exhibit J on page 66 is deleted and replaced with language at 08-01-14 in Exhibit E requiring a CSB entering into a joint agreement pursuant to § 37.2-512 of the Code of Virginia to attach a copy to the contract as Exhibit K.

38. Former Exhibit K is renamed Exhibit J on pages 59-64 and revised to focus on other CSB accountability requirements. Several of the existing requirements are revised to be more specific (e.g., the Conflict of Interests Act and the Freedom of Information Act).

39. Exhibit J on page 60: Added language identifies a series of CSB and Board of Directors Organization and Operations requirements.

40. Exhibit J on pages 61 and 62: Added language describes requirements related to hiring a new CSB executive director or BHA chief executive officer. Much of the text is moved from section II.A.5.a (Human Resource Management Requirements) in the CSB Administrative Requirements to Exhibit J, and additional requirements about involving Department staff in the process are inserted.

If you have not submitted your initial FY 2015 and FY 2016 Performance Contract signature pages (pages 25 and 44) and Exhibits F and G yet, please submit signed Revision No.1 versions. If you have submitted those pages from the initial performance contract, please submit signed or completed pages 26, 43, and 54 from Revision No. 1 to document your acceptance of the revision. A copy of the contract signature page (page 26 in Revision No. 1) signed by Commissioner Ferguson is attached for your use. Please return the applicable pages of the contract to Joel Rothenberg unfolded and in a large envelope. If you have any questions about this memo or the contract documents, please e-mail or call Joel Rothenberg, the Community Contracting Administrator, at joel.rothenberg@dbhds.virginia.gov or (804) 786-6089 or me at paul.gilding@dbhds.virginia.gov or (804) 786-4982. Thank you.

Enclosure (1)

pc:

Peggy S. Balak	Kevin A. Howard	Les H. Saltzberg
Jack W. Barber, M.D.	Dee A. Keenan	Russell S. Sarbora
Jae H. Benz	Martha Kurgens	Michael A. Schaefer
Connie L. Cochran	Eric S. Leabough	Michael A. Shank
Donald D. Darr	Deborah M. Lochart	Hervey E. Sherd
Charline A. Davidson	Janet S. Lung	Randy B. Sherrod
Sterling G. Deal, Ph.D.	James M. Martinez, Jr.	Cheri L. Stierer, Ph.D.
Andrew C. Diefenthaler	Heather A. Norton	Gail M. Taylor
Kathy B. Drumwright	William O'Bier	Susan L. Tinsley
Debra L. Ferguson, Ph.D.	Michael R. Olsen	Dawn A. Traver
Adrienne H. Ferriss	Russell C. Payne	Don C. Tyson
Chris J. Foca	Tammy E. Peacock, Ph.D.	Robert J. Villa
A. Wayde Glover	Phil R. Peter, MBA	Florence B. Wells
Linda B. Grasewicz	Mellie E. Randall	Steven Wolf, Ph.D.
Marion Y. Greenfield	Gail B. Rheinheimer	Allyson K. Tysinger, J.D.
Kenneth M. Gunn, Jr.	Cecily J. Rodriguez	Joe Flores
Neila L. Gunter	Beverly Rollins	Susan E. Massart
Daniel L. Herr, J.D.	Joel B. Rothenberg	Jennifer M. Faison

Board Agenda Item
September 9, 2014

INFORMATION – 1

County Holiday Schedule – Calendar Year 2015

A proposed calendar year 2015 Holiday Schedule for Fairfax County Government has been prepared. County employees are authorized 11 ½ holidays in each calendar year.

The proposed holiday schedule for 2015 lists the Federal Government holidays as well as those of the Fairfax County Public Schools. State employees and the Courts observe the Commonwealth of Virginia designated holidays.

Unless otherwise directed by the Board of Supervisors, the enclosed will be adopted as the holiday schedule for calendar year 2015.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Holiday Schedule – 2015

STAFF:
Edward L. Long Jr. County Executive
Susan Woodruff, Human Resources Director

Proposed Holiday Schedule – Calendar Year 2015 **ATTACHMENT 1**

HOLIDAY	OBSERVED DAY - DATE	FAIRFAX COUNTY GOVERNMENT	FAIRFAX COUNTY PUBLIC SCHOOLS*	COMMONWEALTH OF VIRGINIA	FEDERAL GOVERNMENT
New Year's Day	Thursday Jan 1 2015	X	X	X	X
Lee-Jackson Day	Friday Jan 16	regular work day	regular work day	X	regular work day
Martin Luther King, Jr. Day	Monday Jan 19	X	X	X	X
George Washington's Day	Monday Feb 16	X	X	X	X
Memorial Day	Monday May 25	X	X	X	X
Independence Day	Friday July 3	X	X	X	X
Labor Day	Monday Sept 7	X	X	X	X
Columbus Day	Monday Oct 12	X	X	X	X
Veterans Day	Wednesday Nov 11	X	regular work day	X	X
Additional Time Off	Wednesday Nov 25	regular work day	regular work day	X (1/2 Day)	regular work day
Thanksgiving Day	Thursday Nov 26	X	X	X	X
Day after Thanksgiving	Friday Nov 27	X	X	X	regular work day
Floating Holiday/Additional Time Off	Unknown	regular work day	X	regular work day	regular work day
Christmas Eve Day	Thursday Dec 24	X (1/2 day)	X	X (1/2 Day)	regular work day
Christmas Day	Friday Dec 25	X	X	X	X
Total Holidays		11.5	12	13	10

* **The actual dates of some holidays may change to accommodate the student calendar.**

Board Agenda Item
September 9, 2014

INFORMATION – 2

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Banks Property, Pohick Creek Tributary, Rabbit Branch Tributary and South Lakes High School Stream Restoration Projects (Lee, Braddock and Hunter Mill Districts)

The Virginia General Assembly created the Stormwater Local Assistance Fund (SLAF) to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices in order to reduce pollution generated from stormwater runoff. In November of 2013, the County submitted an application to the Department of Environmental Quality (DEQ) in response to the Fiscal Year 2014 SLAF grant solicitation and requested funding for six stream and water quality improvement projects. In December 2013, DEQ issued a project funding list, which included funding for the Banks Property, Pohick Creek Tributary, Rabbit Branch Tributary, and South Lakes High School stream restoration projects submitted by Fairfax County.

In order to receive grant funding in the amount of $2,003,188, the County must execute a grant agreement with DEQ. The grant agreement award amount is fifty percent of the total eligible project design and construction costs.

It has been computed that these projects will reduce phosphorous, nitrogen and total suspended solids in our streams and the Chesapeake Bay by 340 pounds/year, 3,600 pounds/year and 324 tons/year, respectively.

The Banks Property stream restoration project was substantially complete in August 2014, and restored approximately 1,200 linear feet of Piney Run in the Dogue Creek Watershed. This project was identified in the Belle Haven, Dogue Creek, and Four Mile Run Watershed Management Plan as DC9218. The project site is located on Park Authority and HOA property near the intersection of Old Telegraph Road and Helmsdale Lane in Tax Map 91-4.

The Pohick Creek Tributary stream restoration project was substantially complete in April 2014, and restored approximately 1,310 linear feet of an unnamed Pohick Creek tributary and retrofitted the downstream receiving stormwater facility. This project was identified in the Pohick Creek Watershed Management Plan as PC9257. The project is located on HOA property having a storm drainage easement near the intersection of Harford Lane and Guinea Road in Tax Map 69-4.

The Rabbit Branch Tributary stream restoration project was substantially complete in April 2014 and restored approximately 1,550 linear feet of an unnamed Rabbit Branch tributary. This project was identified in the Pohick Creek Watershed Management Plan as PC9263. The project is located on Fairfax County Park Authority property near the intersection of Dequincey Drive and Commonwealth Boulevard in Tax Map 69-3.

The South Lakes High School stream restoration project was substantially complete in August 2014, and restored approximately 660 linear feet of an unnamed tributary to Snakeden Branch. The project is located on Fairfax County Public School property near the intersection of South Lakes Drive and Seahawks Drive in Tax Map 26-2.

The County Executive previously informed the Board regarding the SLAF grant on two occasions. Due to the short application solicitation period, on November 4, 2013, a memorandum notified the Board that an SLAF application had been submitted requesting funds for six stormwater projects. On January 21, 2014, a memorandum indicated that the state had reviewed the County's application and authorized matching grant funding for four of the proposed projects. The final phase of documentation to receive the reimbursement for projects is the Grant Agreement submitted to the Board through this item.

Unless otherwise directed by the Board of Supervisors, the County Executive, on behalf of the County, will execute the Grant Agreement and other supporting documents with the Virginia Department of Environmental Quality for the Banks Property, Pohick Creek Tributary, Rabbit Branch Tributary, and South Lakes High School stream restoration projects.

Board Agenda Item
September 9, 2014

FISCAL IMPACT:
This grant is a reimbursement of funds to the County. The state will reimburse costs, up to $2,038,687 for fifty percent of total eligible project costs incurred by the County, prior to, and subsequent to execution of the grant agreement. Funding for these projects has been appropriated by the County in Fund 400-C40100, Stormwater Services, in Project SD-000031, Streams and Water Quality Improvements; and Fund 300-C30090, Pro-Rata, in Project SD-000009, Dogue Creek Watershed, SD-000022, Pohick Creek Watershed, and SD-000008, Difficult Run Watershed. The reimbursed amount will be posted to these funds and will provide funding for other projects within these watersheds.

ENCLOSED DOCUMENTS
Attachment 1: Grant Agreement SLAF 14-04

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randolph W. Bartlett, Deputy Director, DPWES

ATTACHMENT 1

STORMWATER LOCAL ASSISTANCE FUND
GRANT AGREEMENT
Grant # : SLAF 14-04

THIS AGREEMENT is made as of this _____ day of _____, by and between the Virginia Department of Environmental Quality (the "Department"), and Fairfax County, Virginia (the "Grantee").

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth's 2013-14 Budget) (the "Act"), the General Assembly created the Stormwater Local Assistance Fund (the "Fund"). The Department is authorized pursuant to Item C-39.40 in Chapter 1 of the 2014 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the "Board") or the Department.

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) "Agreement" means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) "Capital Expenditure" means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the

definition of "placed in service" under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) "Eligible Project" means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with, among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) "Grant" means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) "Total Project Budget" means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Eligible Project in a written notice to the Department.

(k) "Project Schedule" means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) "Working Capital Expenditure" means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) "VPBA" means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) "VPBA Bonds" means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III
SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **$2,003,188.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1. Payment of Grant. Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.2. Disbursement of Grant Funds. The Department will disburse the Grant to the Grantee not more frequently than once each calendar month for approved eligible reimbursement of a minimum of one thousand ($1,000.00) dollars, excluding the final payment, upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually

performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department of the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.3 Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.4. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.5 Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.6 Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, “tax- exempt”) pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

ATTACHMENT 1

ARTICLE V
RESPONSIBILITIES AND MAINTENANCE PLAN

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-870-112 of the Virginia Stormwater Management Program (VSMP) Permit Regulations.

ARTICLE VI
MATERIAL BREACH

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

6.3 Extraordinary Conditions.

(a) The Grantee may assert and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(1) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(2) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

(b) If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(a)(2), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

ARTICLE VII
GENERAL PROVISIONS

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future

default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose, provided that any significant modification to this Agreement must be preceded by public notice of such modification.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payment. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

ATTACHMENT 1

Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn: CWFAP Program Manager

Grantee: Fairfax County, Virginia

Attn: Ronald Kirkpatrick, Deputy Director
Department of Public Works and Environmental Services

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

7.13. Termination. The Agreement shall terminate upon final reimbursement to the Grantee.

ARTICLE VIII
COUNTERPARTS

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ARTICLE IX
CREDIT GENERATION

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____

Its: _____

Date: _____

GRANTEE'S AUTHORIZED REPRESENTATIVE

By: _____

ATTACHMENT 1

Its: _____

Date: _____

EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: Fairfax County, Virginia

Grant # : SLAF 14-04

Project Descriptions:

1. Pohick Creek Tributary Stream Restoration (PC9257), Contract No. CN13125083, Project No. SD-000031-114

   This project involves the restoration of approximately 1,314 linear feet of an unnamed Pohick Creek Tributary using natural stream channel design principles and repairs to the downstream receiving stormwater management facility.

2. Rabbit Branch Tributary Stream Restoration (PC9263), Contract No. CN13125084, Project No. SD-000031-115

   This project involves the restoration of approximately 1,550 linear feet of the Rabbit Branch Tributary using natural channel design principles.

3. Banks Property Stream Restoration (DC9218), Contract No. CN14125104, Project No. SD-000031-130

   This project involves the restoration of approximately 1,200 linear feet of Piney Run using natural stream channel design principles to develop a stable channel and includes daylighting portions of the stream previously piped.

4. South Lakes Stream Restoration Project – Annual Contract for Stream Restoration and Water Quality Improvement, Contract No. CN13125900, Project No. SD-000031-124

   This project involves the restoration of approximately 660 linear feet of an unnamed tributary to Snakeden Branch using natural stream channel design principles.

EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: Fairfax County, Virginia

Grant # : SLAF 14-04

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	Note	Grant %	Grant Amount
Design Engineering				
Banks Property	$394,284.00		50.00%	$197,142.00
Rabbit Branch	$273,200.00		50.00%	$136,600.00
Pohick Creek	$334,414.00		50.00%	$167,207.00
South Lakes H.S.	$236,566.00		50.00%	$118,283.00
Sub-Total	$1,238,464.00			$619,232.00
Construction				
Banks Property	$686,862.00		50.00%	$343,431.00
Rabbit Branch	$728,058.00		50.00%	$364,029.00
Pohick Creek	$799,704.00		50.00%	$399,852.00
South Lakes H.S.	$453,288.00		50.00%	$226,644.00
Sub-Total	$2,667,912.00			$1,333,956.00
Other				
Contingency	$100,000.00		50.00%	$50,000.00
				$0.00
				$0.00
				$0.00
Sub-Total	$100,000.00			$50,000.00
TOTALS	**$4,006,376.00**			**$2,003,188.00**

Notes:

Fairfax County, Virginia

EXHIBIT C

PROJECT SCHEDULE

Grantee: Fairfax County, Virginia

Grant # : SLAF 14-04

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline	Note
Banks Property	Construction Complete	9/15/2014	1,2
Rabbit Branch	Construction Complete	5/1/2014	1,2
Pohick Creek	Construction Complete	5/1/2014	1,2
South Lakes H.S.	Construction Complete	9/1/2014	1,2

Notes:

1. Project construction completion date based upon the August 12, 2014 project status update report.
2. Final plantings tentatively scheduled for Fall 2014, weather and site conditions permitting.

EXHIBIT D

REQUISITION FOR REIMBURSEMENT
(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Program Manager

RE: **Stormwater Local Assistance Fund Grant**

Grant # : SLAF 14-04

Dear Program Manager:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of [*insert date of grant agreement*] between the Department of the Virginia Department of Environmental Quality and _____. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of $_____, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

_____
(Authorized Representative of the Grantee)

Attachments

SCHEDULE 1
STORMWATER LOCAL ASSISTANCE FUND
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # _____
Grantee: Fairfax County, Virginia

Grant # : SLAF 14-04

CERTIFYING SIGNATURE: _____

TITLE: _____

Cost Category	Total Project Budget	Total Eligible Project Budget	Grant Budget	Current Expenditures	Cumulative Expenditures	Unexpended Grant Balance
Design and Engineering						
Banks Property	$394,284.00	$394,284.00	$197,142.00			$197,142.00
Rabbit Branch	$273,200.00	$273,200.00	$136,600.00			$136,600.00
Pohick Creek	$334,413.00	$334,413.00	$167,207.00			$167,207.00
South Lakes H.S.	$236,565.00	$236,565.00	$118,283.00			$118,283.00
Sub-Total	$1,238,462.00	$1,238,462.00	$619,232.00	$0.00	$0.00	$619,232.00
Construction						
Banks Property	$686,862.00	$686,862.00	$343,431.00			$343,431.00
Rabbit Branch	$728,057.00	$728,057.00	$364,029.00			$364,029.00
Pohick Creek	$799,704.00	$799,704.00	$399,852.00			$399,852.00
South Lakes H.S.	$453,288.00	$453,288.00	$226,644.00			$226,644.00
Sub-Total	$2,667,911.00	$2,667,911.00	$1,333,956.00	$0.00	$0.00	$1,333,956.00
Other						
Contingency	$100,000.00	$100,000.00	$50,000.00			$50,000.00
						$0.00
						$0.00
						$0.00
Sub-Total	$100,000.00	$100,000.00	$50,000.00	$0.00	$0.00	$50,000.00
Totals	**$4,006,373.00**	**$4,006,373.00**	**$2,003,188.00**	**$0.00**	**$0.00**	**$2,003,188.00**

Total Grant Amount: $2,003,188.00
Previous Disbursements: $_____
This Request: $_____
Grant Proceeds Remaining: $2,003,188.00

Fairfax County, Virginia

CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

Grant # : SLAF 14-04

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by the _____(the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

_____
(Project Engineer)

_____
(Date)

Fairfax County, Virginia

EXHIBIT E

DETERMINATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Grantee: Fairfax County, Virginia

Grant # : SLAF 14-04

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

Step 1. Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

Step 2. Set forth in Column III the economic life of each type of asset listed in accordance with the following:

Land. Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

Land Improvements. Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

Buildings. Forty years is the economic life for most buildings.

Equipment. Please select an Asset Depreciation Range ("ADR") midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

Contingency. Any amounts shown on the Project Budget as "contingency" should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

Step 3. Set forth in Column IV the date each asset is expected to be placed in service. An asset is first placed in service when it is first placed in a condition or state of readiness and available for a

specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

Step 4. Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

Step 5. For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

Step 6. Total all the entries in Column II and in Column VI.

Step 7. Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	**Column II**	**Column III**	**Column IV**	**Column V**	**Column VI**
Asset	**Total Cost Financed with Grant**	**Economic Life**	**Date Asset Placed in Service**	**Adjusted Economic Life**	**Column II x Column V**
Land Improvements	$1,953,188	20	9/15/2014	21.6	42,188,861
Building					
Equipment					
Contingency	$50,000	20	9/15/2014	21.6	1,080,000
TOTAL	$ 2,003,188				$ 43,268,861

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II **= 21.6**

Board Agenda Item
September 9, 2014

10:50 a.m.

Matters Presented by Board Members

Board Agenda Item
September 9, 2014

11:40 a.m.

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).

1. *Verizon Online, LLC v. Fairfax County Board of Supervisors*, Case No. CL-2013-0019167 (Fx. Co. Cir. Ct.); *Board of Supervisors of Fairfax County, and Fairfax County, Virginia, and Kevin Greenlief, Director, Department of Tax Administration v. Verizon Online, LLC*, Case No. CL 2014-0009039 (Fx. Co. Cir. Ct.)

2. In Re: $6,086,310.50 (Fx. Co. Cir. Ct.)

3. Erroneous Real Estate Tax Assessment Appeals filed by Wilkes Artis, Chartered, Against Board of Supervisors of Fairfax County, Virginia (Fx. Co. Cir. Ct.) (All Districts)

4. *MEPT 1660 International Drive LLC v. Board of Supervisors of Fairfax County, Virginia*, Case No. 2013-0015435 (Fx. Co. Cir. Ct.) (Providence District)

5. *Ricardo Astudillo v. Fairfax County Department of Family Services*, Record No. 0106-14-4 (Va. Ct. App.)

6. *Dora E. Caudle v. Christopher D. Colandene, David P. Bobzien, the Fairfax County Retirement Administration Agency, and Does 1 through 20*, Case No. 5:14cv00031 (W.D. Va.)

7. *Ramatu Bangura v. Fairfax County, Fairfax County School Board, and John Doe*, Case No. CL-2014-0009790 (Fx. Co. Cir. Ct.)

8. *Commissioner of Highways v. Second Holly Knoll Homeowners Association and The Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2012-0018730 (Fx. Co. Cir. Ct.) (Dranesville District)

9. *Poplar Place Homeowners Association v. Fairfax County* (Fx. Co. Bd. of Building Code App.) (Dranesville District)

10. In Re: November 20, 2013, Decision Of The Fairfax County Board of Zoning Appeals In BZA Appeal No. A-2013-SU-024, Case No. CL-2013-0018953 (Fx. Co. Cir. Ct.) (Sully District)

11. *Light Global Mission Church and Seyku Chang v. Lawyer's Title Realty Services, Inc.; Reliance Trust Company; Ridgestone Bank; B.C. Ziegler and Co.; Cede & Co.; The Depository Trust Co.; The Unknown Owners of the $9,070,000 Light Global Mission Church First Mortgage Bonds Dated December 1, 2007; Su Chang Kim, Trustee; Corbett Construction, Inc.; Pender, L.L.C.; and the County of Fairfax*, Case No. 13-11337-BFK and Adv. Proc. No. 14-01112-BFK (E.D. Va. Bankr.) (Sully District)

12. *Zenglai Ge and Hongyan Guo v. Fairfax County Board of Supervisors*, Case No. CL-2014-0010272 (Fx. Co. Cir. Ct.) (Dranesville District)

13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Rama Sanyasi Rao Prayaga and Niraja Dorbala Prayaga*, Case No. CL-2012-0019078 (Fx. Co. Cir. Ct.) (Dranesville District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Duc Dang*, Case No. CL-2012-0011237 (Fx. Co. Cir. Ct.) (Providence District)

15. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Helen M. Parker-Smith*, Case No. CL-2014-0001775 (Fx. Co. Cir. Ct.) (Providence District)

16. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Hanson A. Gyamfi and Emelia A. Gyamfi*, Case No. CL-2012-0004306 (Fx. Co. Cir. Ct.) (Lee District)

17. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Robert N. Jacobi*, Case No. CL-2013-0016587 (Fx. Co. Cir. Ct.) (Dranesville District)

18. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Ted J. Fares*, Case No. CL-2013-0019056 (Fx. Co. Cir. Ct.) (Mason District)

19. *Eileen M. McLane, Fairfax County Zoning Administrator v. Hillbrook Real Estate Holdings, LLC*, Case No. CL-2010-0013770 (Fx. Co. Cir. Ct.) (Mason District)

20. *Eileen M. McLane, Fairfax County Zoning Administrator v. Julio Moya*, Case No. CL-2009-0017993 (Fx. Co. Cir. Ct.) (Lee District)

21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Richard Chiu*, Case No. CL-2013-0007284 (Fx. Co. Cir. Ct.) (Mason District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Anil K. Bagga*, Case No. CL-2011-0009679 (Fx. Co. Cir. Ct.) (Mason District)

23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Roy Melvin Perry*, Case No. CL-2012-0011472 (Fx. Co. Cir. Ct.) (Mason District)

24. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jaime R. Rueda*, Case No. CL-2009-0008709 (Fx. Co. Cir. Ct.) (Mason District)

25. Eileen M. McLane, Fairfax County Zoning Administrator v. 7610 Lee Highway, LLC, Case No. CL-2008-0003570 (Fx. Co. Cir. Ct.) (Providence District)

26. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Sidney B. Hill and Wanda C. Hill*, Case No. CL-2012-0011053 (Fx. Co. Cir. Ct.) (Hunter Mill District)

27. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Westwood Buildings Limited Partnership, Istanbuli Mediterranean Grill, Inc., D/B/A Mint Café, Anis Rhanime, and Moe Rafaie*, Case No. CL-2014-0007202 (Fx. Co. Cir. Ct.) (Hunter Mill District)

28. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. James C. Benton*, Case No. CL-2013-0016586 (Fx. Co. Cir. Ct.) (Lee District)

29. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Thinh V. Luong and Thuy T. Trinh***,** Case No. CL-2014-0004972 (Fx. Co. Cir. Ct.) (Mason District)

30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jean W. Lupton*, Case No CL-2014-0007204 (Fx. Co. Cir. Ct.) (Lee District)

31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ola M. Coalson*, Case No. CL-2014-0005987 (Fx. Co. Cir. Ct.) (Lee District)

32. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Joseph E. Mulligan*, Case No. CL-2014-0005986 (Fx. Co. Cir. Ct.) (Mount Vernon District)

33. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Terry R. Rychlik and Rebecca L. Smith*, Case No. CL-2014-0007481 (Fx. Co. Cir. Ct.) (Mason District)

34. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Federal Realty Investment Trust and Zen Bar Concepts, L.L.C.*, Case No. CL-2014-0006013 (Fx. Co. Cir. Ct.) (Mason District)

35. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Tatianna M. Le*, Case No. CL-2014-0004934 (Fx. Co. Cir. Ct.) (Mount Vernon District)

36. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Xiu Lin*, Case No. CL-2014-0009027 (Fx. Co. Cir. Ct.) (Braddock District)

37. *Leslie B. Johnson, Fairfax County Zoning Administrator v. BuildAmerica at Skyline, A Condominium*, Case No. CL-2014-0009149 (Fx. Co. Cir. Ct.) (Mason District)

38. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Ronnie L. Chase, N. Bruce Chase, Norman C. Chase, Alvin M. Chase, Carl A. Chase, Gladys B. Ferguson, Deloris R. Chase, and Josephine C. Evans*, Case No. CL-2014-0009499 (Fx. Co. Cir. Ct.) (Mount Vernon District)

39. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Samuel A. Forcey and Jo Jo's Massage & Asian Body Works*, Case No. CL-2014-0010092 (Fx. Co. Cir. Ct.) (Mason District)

40. *Leslie B. Johnson, Fairfax County Zoning Administrator v. David Taehee Kim and Terry Kim*, Case No. CL-2014-0010506 (Fx. Co. Cir. Ct.) (Mason District)

41. *Leslie B. Johnson, Fairfax County Zoning Administrator v. John L. Butterfield and Nancy S. Butterfield*, Case No. CL-2014-0010617 (Fx. Co. Cir. Ct.) (Dranesville District)

42. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Donald P. Fanelli*, Case No. CL-2014-0010616 (Fx. Co. Cir. Ct.) (Dranesville District)

43. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Janak R. Sachdev and Neelam Sachdev*, Case No. CL-2014-0010732 (Fx. Co. Cir. Ct.) (Mount Vernon District)

44. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hue Vinh Giang and Chau N. Ta*, Case No. CL-2014-0010891 (Fx. Co. Cir. Ct.) (Providence District)

45. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. John Hicks, Betty Pearson-Pavone, Dallas Hicks, Harold E. Pearson, Alice Hicks, and Edward Hicks*, Case No. CL-2014-0011059 (Fx. Co. Cir. Ct.) (Providence District)

46. *Oscar Benitez v. Fairfax County Risk Management and Herbert Michael Napper*, Case No. GV14-008942 (Fx. Co. Gen. Dist. Ct.)

47. *Melissa Rioja v. Fairfax County Park Authority and Abasto Howard*, Case No. GV14-014434 (Fx. Co. Gen. Dist. Ct.)

48. *Karen Payne v. Sharman G. Harris*, Case No. GV14-014868 (Fx. Co. Gen. Dist. Ct.)

49. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ming Yang, Xin Yu, and Fan Yang*, Case No. GV14-012591 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

50. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Jackie S. Fleming and Emilia A. Cole*, Case No. GV14-006134 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

51. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Judy V. Marshall*, Case No. GV14-012084 (Fx. Co. Gen. Dist. Ct.) (Providence District)

52. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Carson F. Scheirer*, Case No. GV14-013552 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

53. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yung Chi Yung*, Case No. GV14-013438 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

54. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Yung Chi Yung*, Case No. GV14-013439 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

55. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Yong H. Kim and Yang Ja Kim*, Case No. GV14-013440 (Fx. Co. Gen. Dist. Ct.) (Mason District)

56. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Kelvin J. Lee*, Case No. GV14-013441 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

57. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Luz A. Uzmanor and Nelson Naitive, a/k/a Nelson Nativi*, Case No. GV14-011326 (Fx. Co. Gen. Dist. Ct.) (Lee District)

58. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Yurie C. Chigna*, Case No. GV14-007900 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

59. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Araya Neway and Yodit Seifu*, Case No. GV14-013319 (Fx. Co. Gen. Dist. Ct.) (Mason District)

60. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Araya Neway and Yodit Seifu*, Case No. GV14-013318 (Fx. Co. Gen. Dist. Ct.) (Mason District)

61. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jose Antonio Salmeron and Emilio Salmeron*, Case No. GV14-013437 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

62. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Patrick V. Ferree*, Case No. GV14-014523 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

63. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Myla M. Archer*, Case No. GV14-014867 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

64. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. White's General Partnership*, Case Nos. GV14-005838 and GV14-005839 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

65. *Jeffery L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Herbert H. Becker*, Case No. GV14-005478 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

66. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Phuong M. La,* Case Nos. GV14-015761 and GV14-015762 (Fx. Co. Gen. Dist. Ct.) (Providence District)

67. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Nazari Living Trust, Majid Nazari, Trustee, or his Successors in Trust Under the Nazari Living Trust*, Case Nos. GV14-007894, GV14-007895, and GV14-007988 (Fx. Co. Gen. Dist. Ct.) (Mason District)

68. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Peter P. Snitzer, Alice Snitzer, and Marcia S. Twomey*, Case No. GV14-015043 (Fx. Co. Gen. Dist. Ct.) (Mason District)

69. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Flor Gonzales*, Case No. GV-14-015100 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

70. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Elizabeth S. Koon*, Case No. GV14-015473 (Fx. Co. Gen. Dist. Ct.) (Sully District)

71. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jacinto Sanchez and Elyse Sanchez***,** Case Nos. GV14-015545 and GV14-015546 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

72. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Roberto C. Lozano and Gladis A. Lozano*, Case No. GV14-015628 (Fx. Co. Gen. Dist. Ct.) (Lee District)

73. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Gary D. Carlson and Susan S. Carlson*, Case No. GV14-016796 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

74. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Robert L. Hoegle*, Case No. GV14-016983 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

75. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert L. Sheldon and Doris A. Sheldon*, Case No. GV14-016767 (Fx. Co. Gen. Dist. Ct.) (Lee District)

76. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Rosa Lee Clegg, Trustee of the Rosa Lee Clegg Trust*, Case No. GV14-016798 (Fx. Co. Gen. Dist. Ct.) (Lee District)

77. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Kevin Gaston Nunez a/k/a. Leslie G. Nunez*, Case No. GV14-017092 (Fx. Co. Gen. Dist. Ct.) (Providence District)

78. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Michael A. Maestri and Diane R. Maestri*, Case No. GV14-017091 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

Board Agenda Item
September 9, 2014

3:30 p.m.

Public Hearing on RZ 2014-MV-002 (NCL XII, LLC) to Rezone from R-1 to PDH-2 and R-1 to Permit Residential Development with an Overall Density of 1.39 du/ac and Approval of the Conceptual Development Plan, Located on Approximately 13.44 Acres of Land (Mount Vernon District)

This property is located on the South side of Telegraph Road, Approximately 300 feet East of its intersection with Accotink Road. Tax Map 99-4 ((1)) 41, 42 and 43

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 17, 2014, the Planning Commission voted 12-0 to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2014-MV-002 and the associated Conceptual Development Plan, subject to the execution of proffers consistent with those dated July 15, 2014;
- Modification of Section 11-302(2) of the Zoning Ordinance for the maximum length of a private street in favor of the private street shown on the CDP/FDP; and
- Modification of Section 8-0101.1 and 8-0102 of the public facilities Manual requiring a sidewalk on both sides of the private street in favor of the sidewalk shown on the CDP/FDP.

In a related action, on Thursday, July 17, 2014, the Planning Commission voted 12-0 to approve FDP 2014-MV-002, subject to Development Conditions dated July 3, 2014, and the Board's approval of RZ 2014-MV002 and the associated Conceptual Development Plan.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4455968.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Megan Duca, Planner, DPZ

RZ/FDP 2014-MV-002 – NCL XII, LLC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. Flanagan.

Commissioner Flanagan: Thank you, Mr. Chairman. I'm satisfied with the proffers that we -the community has worked out. And so I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2014-MV-002 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JULY 15, 2014.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor to recommend to the Board of Supervisors that it approve RZ 2014-MV-002, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Mr. Flanagan.

Commissioner Flanagan: I MOVE THAT THE PLANNING COMMISSION APPROVE THE FINAL DEVELOPMENT PLAN 2014-MV-002, SUBJECT TO DEVELOPMENT CONDITIONS DATED JULY 3, 2014, AND THE BOARD'S APPROVAL OF RZ 2014-MV002 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor of the motion to approve FDP 2014-MV-002, subject to the Board's approval of the rezoning and Conceptual Development Plan, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Flanagan: Third, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF SECTION 11-302(2) OF THE ZONING ORDINANCE FOR THE MAXIMUM LENGTH OF A PRIVATE STREET IN FAVOR OF THE PRIVATE STREET SHOWN ON THE CDP/FDP.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Flanagan: Finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF SECTION 8-0101.1 AND 8-0102 OF THE PUBLIC FACILITIES MANUAL REQUIRING A SIDEWALK ON BOTH SIDES OF THE PRIVATE STREET IN FAVOR OF THE SIDEWALK SHOWN ON THE CDP/FINAL DEVELOPMENT PLAN.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(Each motion carried by a vote of 12-0.)
JLC

Board Agenda Item
September 9, 2014

3:30 p.m.

Public Hearing on SEA 79-S-031-03 (McDonald's Corporation) to Amend SE 79-S-031 Previously Approved for a Fast Food Restaurant with Drive-Through to Permit Building Additions and Associated Modifications to Site Design and Development Conditions, Located on Approximately 12.45 Acres of Land Zoned C-6 (Springfield District)

This property is located at 9528 Old Keene Mill Road, Burke, 22015. Tax Map 88-1 ((1)) 14C.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 24, 2014, the Planning Commission voted 12-0 to recommend the following actions to the Board of Supervisors:

- Approval of SEA 79-S-031-03, subject to the Development Conditions dated July 16, 2014;

- Reaffirmation of the modification to the transitional screening and waiver of the barrier requirements along the southern lot line in favor of the treatment shown on the Special Exception Amendment Plat and as conditioned; and

- Reaffirmation of the modification of the stacking space requirement to permit 10 spaces to fulfill the requirement.

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission Verbatim Excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4456616.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Joe Gorney, Planner, DPZ

After Close of the Public Hearing

Vice Chairman de la Fe: Okay, the public hearing is closed; Mr. Murphy.

Commissioner Murphy: Thank you, Mr. Chairman. I want to thank the applicant for the several meetings that we had to get this in good shape. As I said, this is a neighborhood McDonald's and it is well-used by the people in the area. We had a citizens meeting. One person showed up and that person was there to support the application, unlike several other applications I've had in the Springfield District with Mr. Gorney. This was a unique situation and I appreciate that and I always appreciate Joe's hard work. And I also want to thank Mr. O'Donnell for not writing any cryptic notes on the development conditions. So I want to thank Mr. Reiger for coming out – we're going to get it resolved. And if it isn't resolved, you contact us and we'll take another look at it, okay? Because we don't want to do anything that jeopardizes another great building – another great business in Fairfax County, just to make another one look better. And this McDonald's is going to look a lot better and we're going to be very happy to have it the way it's going to be. So therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO BOARD OF SUPERVISORS THAT IT APPROVE SEA 79-S-031-03, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 16TH, 2014.

Commissioners Hall and Litzenberger: Second.

Vice Chairman de la Fe: Seconded by Ms. Hall and Mr. Litzenberger. Any comments?

Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Murphy: Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT REAFFIRM THE MODIFICATION TO THE TRANSITIONAL SCREENING AND WAIVER OF THE BARRIER REQUIREMENTS ALONG THE SOUTHERN LOT LINE IN FAVOR OF THE TREATMENT SHOWN ON THE SPECIAL EXCEPTION AMENDMENT PLAT AND AS CONDITIONED. AND ALSO – FURTHER REAFFIRM THE MODIFICATION OF THE STACKING SPACE REQUIREMENT TO PERMIT 10 SPACES TO FULFILL THE REQUIREMENT.

Commissioner Hall: Second.

Vice Chairman de la Fe: Seconded by Ms. Hall. All – any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Thank you very much.

//

(Each motion carried by a vote of 12-0.)

JLC

Board Agenda Item
September 9, 2014

4:00 p.m.

Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Sections 7-2-4, 7-2-8, 7-2-12, and 7-2-13 Relating to Election Precincts and Polling Places

ISSUE:
Public hearing to consider an ordinance that proposes to amend and readopt Chapter 7 of the Fairfax County Code to (1) divide Little Run, Holmes and Skyline precincts to form three new precincts and establish polling places; (2) adjust the boundary between Belvoir and Woodlawn precincts; (3) adjust the boundary between Centre Ridge and London Towne No. 2 precincts; (4) rename London Towne No. 1 and London Towne No. 2 precincts and establish a new polling place; (5) relocate the polling places for Terraset and Thoreau precincts; and (6) to readopt the descriptions of Marshall and Westhampton precincts to conform to the adjusted boundary line between Fairfax County and the City of Falls Church.

RECOMMENDATION:
The County Executive recommends adoption of the proposed ordinance.

TIMING:
The Board authorized this public hearing on July 29, 2014. Board action on September 9, 2014, is necessary to provide sufficient time to notify voters of the changes in advance of the 2014 general election.

BACKGROUND:
Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change polling place locations subject to the requirements of Virginia Code Sections 24.2-310 and 24.2-310.1. All registered voters who are affected by a change in their polling place will be mailed a new Virginia Voter Information Card in advance of the November general election.

(1) In Braddock District, staff recommends dividing the Little Run precinct along Olley Lane to reduce parking problems at the Little Run Elementary School polling place. The portion of the precinct east of Olley Lane, approximately 1,250 voters, will remain Little Run precinct and will continue to vote at Little Run Elementary School. The portion of the precinct west of Olley Lane, approximately 2,300 voters, will be named “Olde Creek” and its polling place will be established at the Olde Creek Elementary School, located at 9524 Old Creek Drive, Fairfax.

(2) In Hunter Mill District, staff recommends moving the polling place for Terraset precinct from the Terraset Elementary School located at 11411 Ridge Heights Road, Reston, to the Langston Hughes Middle School located at 11401 Ridge Heights Road, Reston. The middle school has a larger parking area and provides better accessibility for the voters than the elementary school which is currently undergoing renovation.

(3) In Dranesville District, staff recommends readopting the description of Westhampton precinct to conform to the new boundary between Fairfax County and the City of Falls Church that was adopted earlier this year. No voters were affected by this boundary change.

(4) In Mason District, staff recommends dividing the Skyline precinct to reduce the number of voters at the Goodwin House polling place where public access and parking are limited. The portion of the precinct that that is south of Leesburg Pike will remain the Skyline precinct with approximately 2,800 voters and its polling place will be moved into the tenant conference center in Three Skyline Place located at 5201 Leesburg Pike, Falls Church. The portion of the precinct to the north of Leesburg Pike with approximately 1,100 voters will be named "Crossroads" and its polling place will be at the Goodwin House Bailey's Crossroads.[1]

(5) In Mason District, staff also recommends dividing Holmes precinct along the boundary between the Eighth and Eleventh Congressional Districts and "resurrecting" Holmes No. 1 and Holmes No. 2 precincts. During the 2011 redistricting process, the Holmes No. 1 and Holmes No. 2 precincts were consolidated into one precinct to conserve resources. In order to comply with the State Board of Elections requirement to report election results by Congressional District, however, the voting equipment must be programmed and the election officers must manage Holmes as if it is two precincts. The voters also are checked in and are given different ballots for the two Congressional Districts. The election officers have requested that the precinct be re-divided to simplify the process for the officers and the voters. Both the new Holmes No. 1 and Holmes No. 2 will continue to vote at Baileys Elementary School.

(6) In Mount Vernon District, staff recommends adjusting the boundary between Belvoir and Woodlawn precincts to redistribute the voting population. During the 2011 redistricting process, Belvoir precinct was divided between the Thirty-Sixth and Thirty-Ninth Senate Districts and the Forty-Third and Forty-Fourth House of Delegates Districts, creating three separate ballot styles for voters in that precinct. The proposed boundary change will move approximately 525 voters who reside in the Forty-Fourth Delegate District from Belvoir to Woodlawn, eliminating one of the ballot styles. Both

[1] The County is currently in contract negotiations with the property owner of Three Skyline Place to use the site as a polling place for the Skyline precinct. Should the parties fail to reach an agreement; the boundaries of the Skyline precinct will remain unchanged with a polling location at Goodwin House Bailey's Crossroads.

the revised Belvoir and Woodlawn precincts will continue to use their existing polling places at the Kingstowne Library and the Knights of Columbus #5998, respectively.

(7) In Providence District, staff recommends readopting the description of Marshall precinct to conform to the new boundary between Fairfax County and the City of Falls Church that was adopted earlier this year. No voters were affected by this boundary change.

(8) In Providence District, staff recommends temporarily moving the polling place for Thoreau precinct from the Thoreau Middle School located at 2505 Cedar Lane, Vienna, to the Church of All Nations located at 8526 Amanda Place, Vienna. The church has kindly offered the use of its facility while the school is undergoing renovation.

(9) In Sully District, staff recommends adjusting the boundary between Centre Ridge and London Towne No. 2 precincts to redistribute the voting population. Centre Ridge precinct currently has nearly 5,000 registered voters, while London Towne No. 2 precinct has under 1,000 registered voters. The proposed boundary change will move approximately 1,350 voters from Centre Ridge to London Towne No. 2. Staff further recommends changing the name of London Towne No. 2 to “Spindle” and moving its polling place from London Towne Elementary School located at 6100 Stone Road, Centreville, to the Centreville Regional Library located at 14200 St. Germain Drive, Centerville.

(10) In Sully District, staff recommends changing the name of London Towne No. 1 to “London Towne” precinct.

FISCAL IMPACT:
Insignificant. Funding for polling place change notifications is provided in the agency’s FY 2015 Adopted Budget.

ENCLOSED DOCUMENTS:
Attachment 1 – Virginia Code Pertaining to Election Precincts and Polling Places
Attachment 2 – Summary of Proposed Changes
Attachment 3 – Descriptions and Maps of Proposed Changes
Attachment 4 – Proposed Ordinance

STAFF:
Cameron Quinn, General Registrar
Corinne Lockett, Assistant County Attorney

Attachment 1: Virginia Code pertaining to Election Polling Places

§ 24.2-305. Composition of election districts and precincts.

A. Each election district and precinct shall be composed of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.

B. A "clearly observable boundary" shall include (i) any named road or street, (ii) any road or highway which is a part of the federal, state primary, or state secondary road system, (iii) any river, stream, or drainage feature shown as a polygon boundary on the TIGER/line files of the United States Bureau of the Census, or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census. No property line or subdivision boundary shall be deemed to be a clearly observable boundary unless it is marked by a permanent physical feature that is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census.

(1986, c. 593, § 24.1-40.7; 1990, c. 500; 1992, c. 425; 1993, c. 641; 2001, c. 614.)

§ 24.2-307. Requirements for county and city precincts.

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within any election district used for the election of one or more members of the governing body or school board for the county or city.

The governing body shall establish by ordinance one polling place for each precinct.

(Code 1950, §§ 24-45, 24-46; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1992, c. 445; 1993, c. 641; 1999, c. 515.)

§ 24.2-310. Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city if the city is wholly contained within the county election district served by the precinct. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the electoral board to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. § 1973ee et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The electoral board shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except (i) as specifically prohibited by law including, without limitation, the prohibitions of § 24.2-604 and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place or (ii) upon the approval of the local electoral board, inside the structure where the election is conducted, provided that a reasonable person would not observe any campaigning activities while inside the polling place. The local electoral board may approve campaigning activities inside the building where the election is conducted pursuant to clause (ii) when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § 24.2-307 or 24.2-308 for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

(Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. 307; 2003, c. 1015; 2004, c. 25; 2005, c. 340; 2008, cc. 113, 394; 2010, cc. 639, 707.)

§ 24.2-310.1. Polling places; additional requirement.

The requirement stated in this section shall be in addition to requirements stated in §§ 24.2-307, 24.2-308, and 24.2-310, including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

(1993, c. 904, § 24.1-37.1; 1993, c. 641.)

Attachment 2

2014 PROPOSED PRECINCT and POLLING PLACE CHANGES

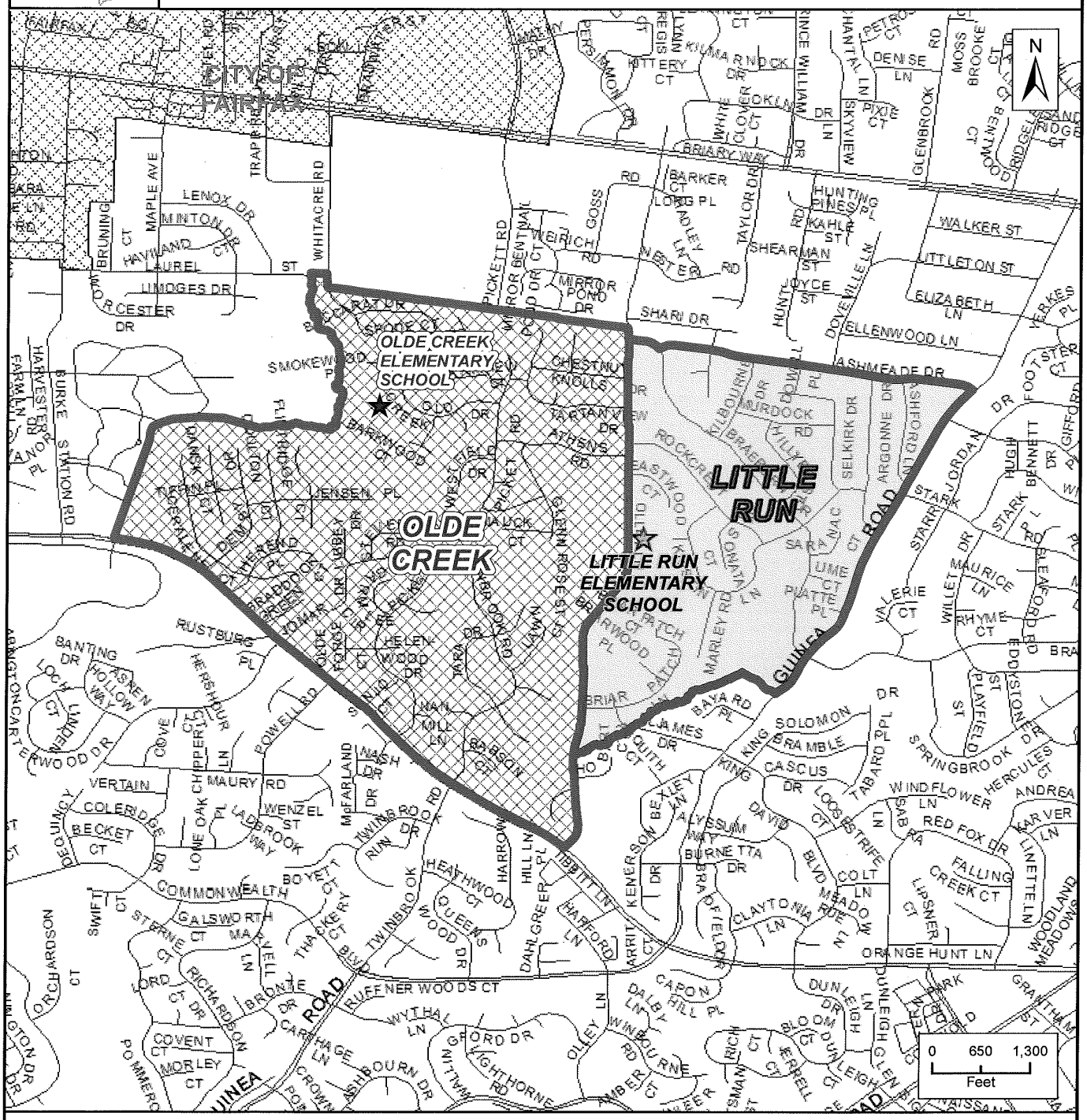
SUPERVISOR DISTRICT	EXISTING PRECINCT(S)	CURRENT REGISTERED VOTERS*	EXISTING POLLING PLACE(S)	NEW PRECINCT(S)	PROJECTED REGISTERED VOTERS	NEW POLLING PLACE(S)	NOTES ON CHANGES
BRADDOCK	LITTLE RUN	3,554	Little Run Elem. School	LITTLE RUN "OLDE CREEK"	1,228 2,326	Little Run Elem. School Olde Creek Elem. School	Divide precinct to reduce the number of voters voting at Little Run where parking is limited.
HUNTER MILL	TERRASET	4,172	Terraset Elem. School	TERRASET	4,172	Hughes Middle School	Move polling place for accessibility while Terraset is undergoing renovation.
DRANESVILLE	WESTHAMPTON	2,347	Lemon Road Elem. School	WESTHAMPTON	2,347	Lemon Road Elem. School	Readopt precinct description to conform to Fairfax County and City of Falls Church boundary change.
MASON	SKYLINE	3,945	Goodwin House	SKYLINE "CROSSROADS"	2,829 1,116	Three Skyline Place Goodwin House	Divide precinct to reduce the number of voters at Goodwin House where parking is limited.
MASON	HOLMES	2,651	Bailey's Elem. School	"HOLMES #1" "HOLMES #2"	713 1,938	Bailey's Elem. School Bailey's Elem. School	Divide precinct to eliminate the split Congressional District.
MOUNT VERNON	BELVOIR WOODLAWN	3,024 3,941	Kingstowne Library Knights of Columbus #5998	BELVOIR WOODLAWN	2,499 4,466	Kingstowne Library Knights of Columbus #5998	Adjust precinct boundary to eliminate the split House of Delegates District.
PROVIDENCE	MARSHALL	5,237	Marshall High School	MARSHALL	5,237	Marshall High School	Readopt precinct description to conform to Fairfax County and City of Falls Church boundary change.
PROVIDENCE	THOREAU	1,813	Thoreau Middle School	THOREAU	1,813	The Church of All Nations	Move polling place temporarily while Thoreau Middle School is under renovation.
SULLY	CENTRE RIDGE LONDON TOWNE #2	4,930 832	Centre Ridge Elem. School London Towne Elem. School	CENTRE RIDGE "SPINDLE"	3,584 2,178	Centre Ridge Elem. School Centreville Regional Library	Adjust boundary to redistribute voters and change precinct name and polling place.
SULLY	LONDON TOWNE #1	4,049	London Towne Elem. School	LONDON TOWNE	4,049	London Towne Elem. School	Rename precinct.

* Registered voters as of June 23, 2014

Commonwealth of Virginia

County of Fairfax

Braddock District



Proposed Division of Little Run Voting Precinct

Proposed Olde Creek Precinct

Updated Little Run Precinct

★ Proposed New Polling Place

☆ Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Braddock District

PRECINCT 109: LITTLE RUN

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FOURTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-FIRST**

DESCRIPTION:
Beginning at the intersection of Olley Lane and Braeburn Drive, thence with Braeburn Drive in an easterly direction to its intersection with Ashmeade Drive, thence with Ashmeade Drive in an easterly direction to its intersection with Guinea Road, thence with Guinea Road in a southwesterly direction to its intersection with Long Branch (stream), thence with the meanders of Long Branch in a northwesterly direction to its intersection with an unnamed stream, thence with the unnamed stream in a southwesterly direction to its intersection with Olley Lane, thence with Olley Lane in a generally northerly direction to its intersection with Braeburn Drive, point of beginning.

POLLING PLACE: Little Run Elementary School
4511 Olley Lane, Fairfax

MAP GRIDS: 69-2, 69-4

NOTES: Established as Little Run Precinct - February 1982
Name changed to Olde Creek Precinct - March 1996
Precinct description revised and readopted - March 2003
Precinct renamed and boundary adjusted – July 2011
Delegate District changed from 37th to 41st – July 2011
Precinct divided – September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Braddock District

PRECINCT 114: OLDE CREEK

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FOURTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-FIRST**

DESCRIPTION:
Beginning at the intersection of Long Branch (stream) and Laurel Street, thence with Laurel Street in an easterly direction to its intersection with Whitacre Road, thence with Whitacre Road in a southerly direction to its intersection with the south boundary of the Fairfax County School Property on which Woodson High School and Frost Middle School are located, thence with the boundary of the Fairfax County School Property and a projection of this boundary to an abandoned outlet road in an easterly direction to its intersection with Olley Lane, thence with Olley Lane in a generally southerly direction to its intersection with Braddock Road, thence with Braddock Road in a northwesterly direction to its intersection with the Calvary Memorial Park (cemetery) Road, thence with the Calvary Memorial Park Road in a general northerly direction to its intersection with a projection of an unnamed stream, thence with the projection and the unnamed stream in an easterly direction to its intersection with Long Branch, thence with the meanders of Long Branch to its intersection with Laurel Street, point of beginning.

POLLING PLACE: Olde Creek Elementary School
9524 Olde Creek Drive, Fairfax

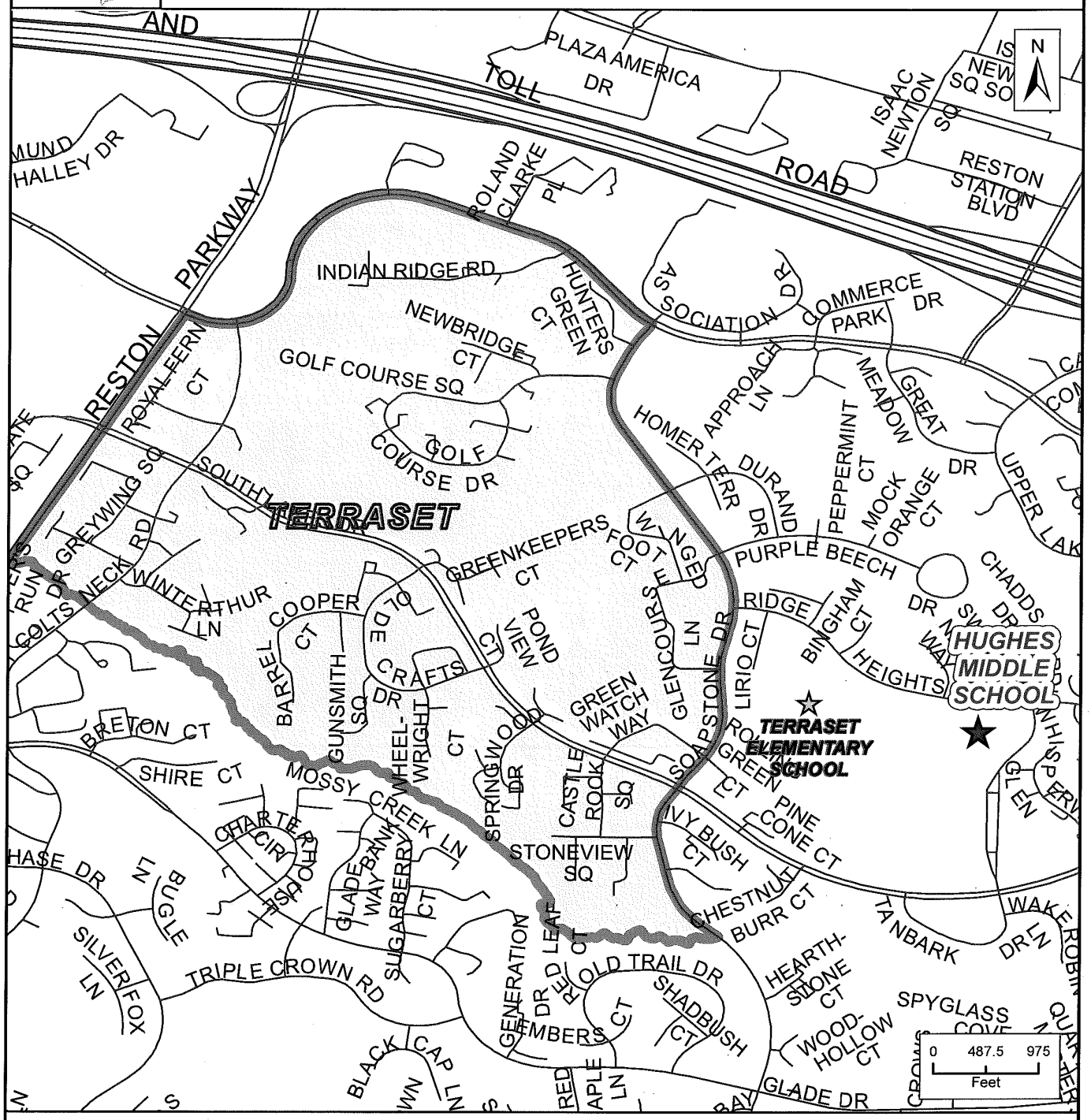
MAP GRIDS: 58-3, 58-4, 69-1, 69-2, 69-3, 69-4

NOTES: Established September 2014

Commonwealth of Virginia

County of Fairfax

Hunter Mill District



Proposed Polling Place Change for Terraset Voting Precinct

★ Proposed New Polling Place

☆ Current Polling Place

September 2014

Commonwealth of Virginia

COUNTY OF FAIRFAX

Hunter Mill District

PRECINCT 225: TERRASET

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **THIRTY-SIXTH**

DESCRIPTION:
Beginning at the intersection of Reston Parkway and Sunrise Valley Drive, thence with Sunrise Valley Drive in a generally easterly direction to its intersection with Soapstone Drive, thence with Soapstone Drive in a southerly direction to its intersection with Snakeden Branch (stream), thence with the meanders of Snakeden Branch in a northwesterly direction to its intersection with Reston Parkway, thence with Reston Parkway in a northeasterly direction to its intersection with Sunrise Valley Drive, point of beginning.

POLLING PLACE: ~~Terraset Elementary School~~ Hughes Middle School
~~11411~~ 11401 Ridge Heights Road, Reston

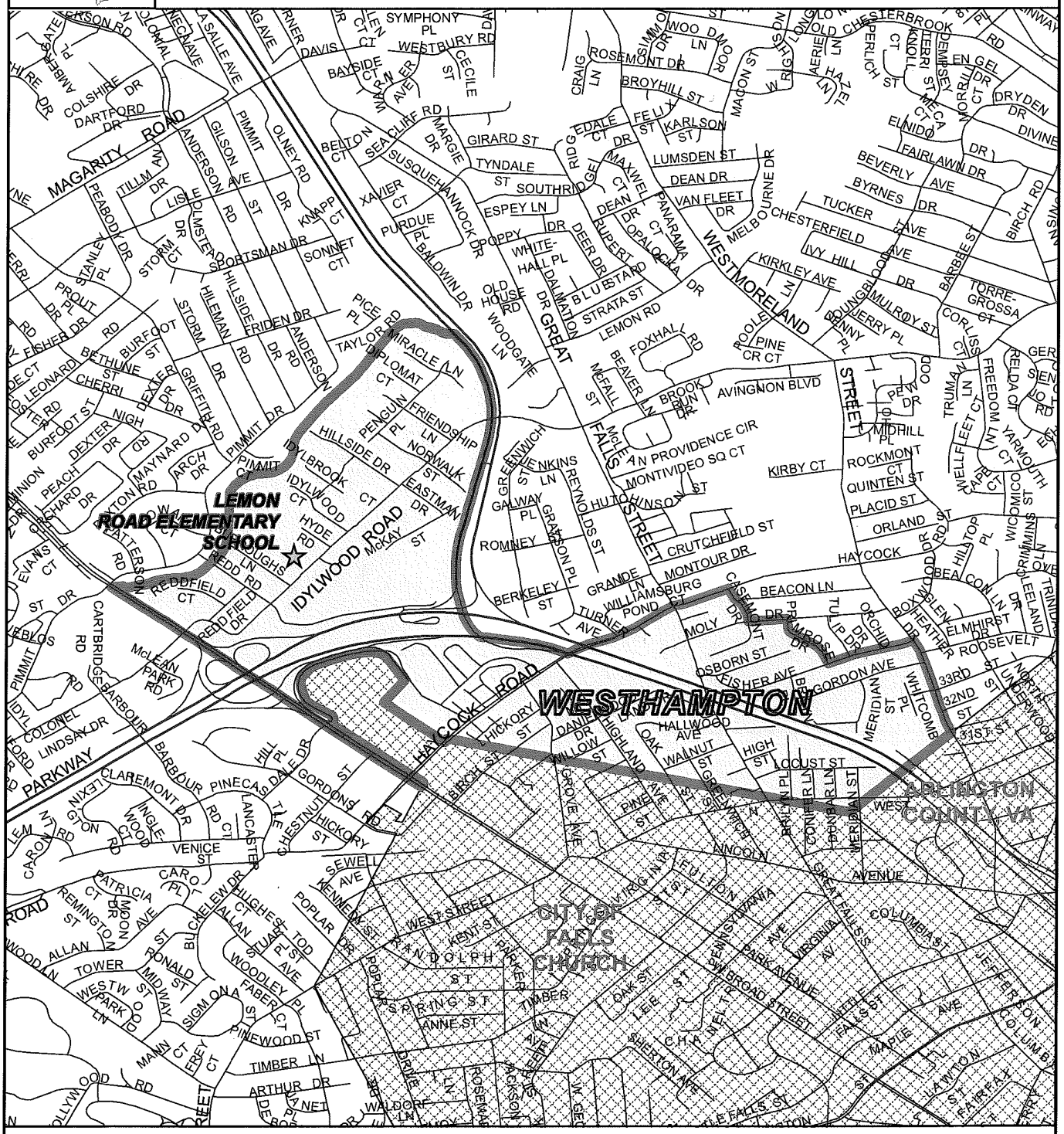
MAP GRIDS: 17-3, 17-4, 26-1, 26-2, 26-4

NOTES: Established December 1976
Precinct description revised and readopted – March 2003
Congressional District changed from 8th to 11th – January 2012
Polling Place moved – September 2014

Commonwealth of Virginia

County of Fairfax

Dranesville District



Precinct: 317 WESTHAMPTON

Polling Place: Lemon Road Elementary School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 700 1,400 Feet

N

January 2014

- REVISED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Dranesville District

PRECINCT 317: WESTHAMPTON

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of Pimmit Run (stream) and the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in a southerly direction to its intersection with Interstate 66, thence with Interstate 66 in an easterly direction to its intersection with Haycock Road, thence with Haycock Road in a northeasterly direction to its intersection with Casemont Drive, thence with Casemont Drive in a southerly direction to its intersection with Moly Drive, thence with Moly Drive in an easterly direction to its intersection with Primrose Drive, thence with Primrose Drive in a southeasterly direction to its intersection with Fisher Avenue, thence with Fisher Avenue in an northeasterly direction to its intersection with Westmoreland Street, thence with Westmoreland Street in a southeasterly direction to its intersection with the Arlington County/Fairfax County Line, thence with the Arlington County/Fairfax County Line in a southwesterly direction to its intersection with the north corporate boundary of the City of Falls Church, thence with the corporate boundary of the City of Falls Church in a westerly, northeasterly, northwesterly, westerly, (around the George Mason High School property), then southeasterly direction to its intersection with Leesburg Pike (Route 7), thence with Leesburg Pike in a northwesterly direction to its intersection with Pimmit Run, thence with the meanders of Pimmit Run in a generally northeasterly direction to its intersection with the Washington Dulles Access and Toll Road, point of beginning.

POLLING PLACE: Lemon Road Elementary School
7230 Idylwood Road, Falls Church

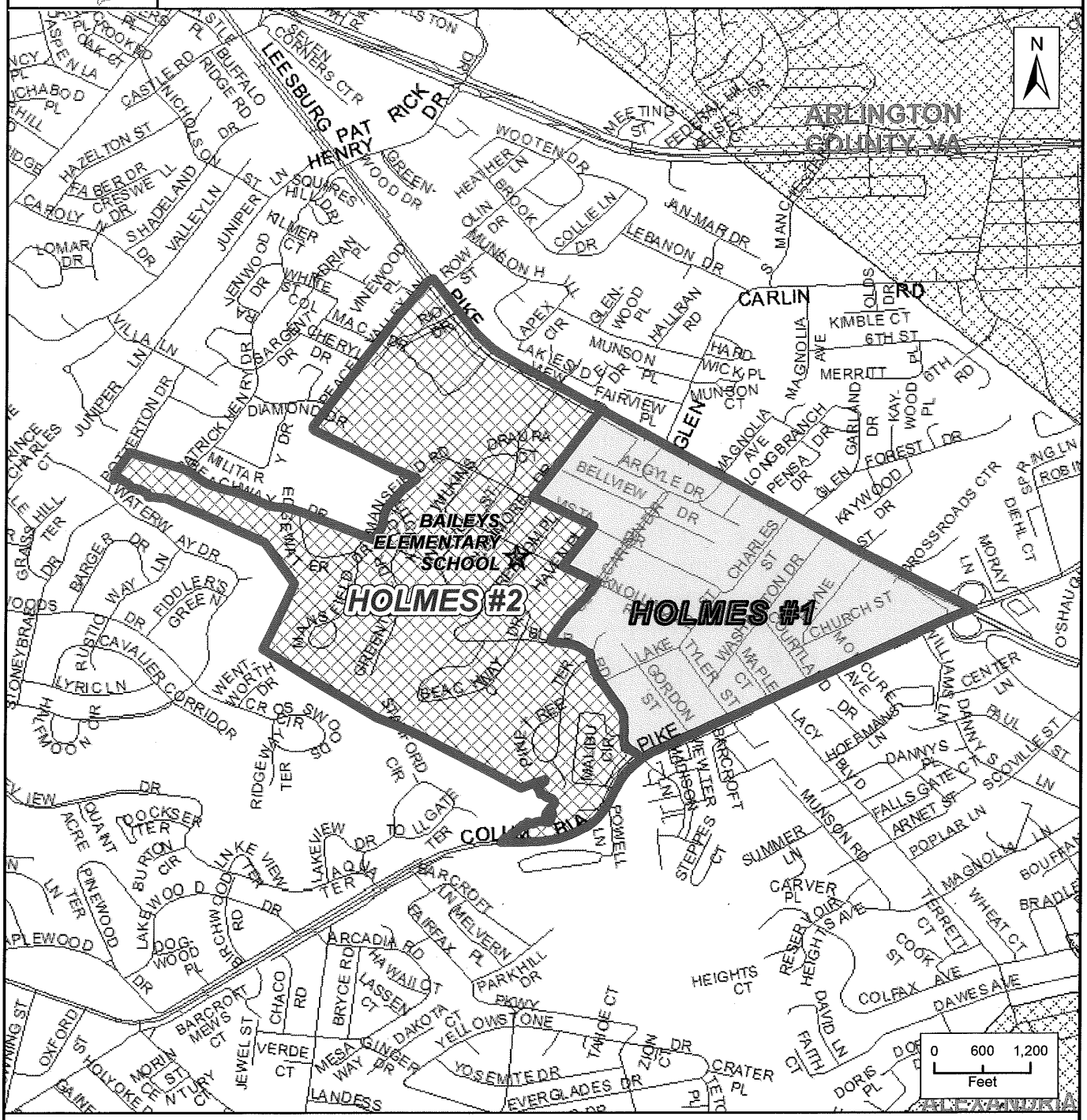
MAP GRIDS: 40-1, 40-2, 40-3, 40-4

NOTES: Established June 1971
Boundary adjusted to conform to Congressional District line - March 2002
Precinct description revised and readopted – March 2003
Boundary adjusted with City of Falls Church – January 2014

Commonwealth of Virginia

County of Fairfax

Mason District



Proposed Division of Holmes Voting Precinct

Updated Holmes #1 Precinct

Proposed Holmes #2 Precinct

☆ Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 506: HOLMES NO. 1

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-EIGHTH**

DESCRIPTION:
Beginning at the intersection of Glenmore Drive and Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with Columbia Pike, thence with Columbia Pike in a southwesterly direction to its intersection with Blair Road, thence with Blair Road in a northwesterly direction to its intersection with Glen Carlyn Drive, thence with Glen Carlyn Drive in a northeasterly direction to its intersection with Knollwood Road, thence with Knollwood Road in a northwesterly direction to its intersection with Haven Place, thence with Haven Place in a northeasterly direction to its intersection with Vista Drive, thence with Vista Drive in a northwesterly direction to its intersection with Glenmore Drive, thence with Glenmore Drive in a northeasterly direction to its intersection with Leesburg Pike, point of beginning.

POLLING PLACE: Baileys Elementary School
6111 Knollwood Drive, Falls Church

MAP GRIDS: 61-2, 61-4

NOTES: Established July 2011
Precinct combined Holmes No. 1 and Holmes No. 2 – July 2011
Precinct re-divided – September 2014

506-Holmes #1 / September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 530: HOLMES NO. 2

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-EIGHTH**

DESCRIPTION:
Beginning at the intersection of Peace Valley Lane and Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with Glenmore Drive, thence with Glenmore Drive in a southwesterly direction to its intersection with Vista Drive, thence with Vista Drive in a southeasterly direction to its intersection with Haven Place, thence with Haven Place in a southwesterly direction to its intersection with Knollwood Drive, thence with Knollwood Drive in a southeasterly direction to its intersection with Glen Carlyn Drive, thence with Glen Carlyn Drive in a southwesterly direction to its intersection with Blair Road, thence with Blair Road in a generally southeasterly direction to its intersection with Columbia Pike, thence with Columbia Pike in a southwesterly direction to its intersection with Holmes Run (stream), thence with the meanders of Holmes Run in a northwesterly direction into and through Lake Barcroft to its intersection with Potterton Drive, thence with Potterton Drive in a northeasterly direction to its intersection with Beachway Drive, thence with Beachway Drive in a southeasterly direction to its intersection with Mansfield Road, thence with Mansfield Road in a northeasterly direction to its intersection with Peace Valley Lane, thence with Peace Valley Lane, a projection of Peace Valley Lane and Peace Valley Lane in a northwesterly, then northeasterly direction to its intersection with Leesburg Pike, point of beginning.

POLLING PLACE: Baileys Elementary School
6111 Knollwood Drive, Falls Church

MAP GRIDS: 51-3, 61-1, 61-2, 61-3, 61-4

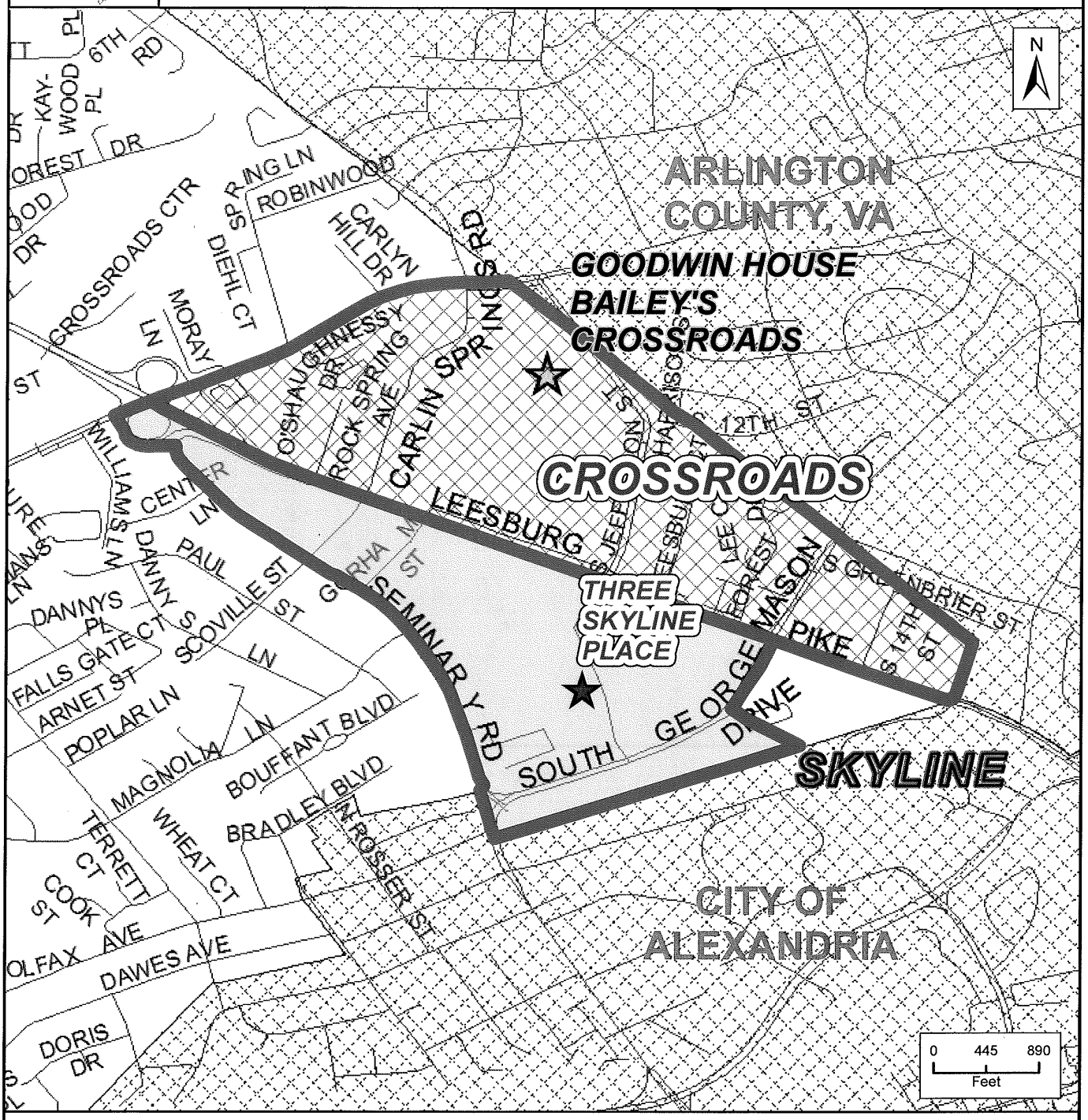
NOTES: Re-established September 2014

506-Holmes #2 / September 2014

Commonwealth of Virginia

County of Fairfax

Mason District



Proposed Division of Skyline Voting Precinct

Proposed Crossroads Precinct

Updated Skyline Precinct

★ Proposed New Polling Place

☆ Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 514: CROSSROADS

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-NINTH**

DESCRIPTION:
Beginning at the intersection of Columbia Pike and the Arlington County/Fairfax County Line, thence with the Arlington County/Fairfax County Line in a southeasterly, then southerly direction to its intersection with Leesburg Pike (Route 7), thence with Leesburg Pike in a northwesterly direction to its intersection with Columbia Pike, thence with Columbia Pike in a northeasterly direction to its intersection with the Arlington County/Fairfax County Line, point of beginning.

POLLING PLACE: Goodwin House Bailey's Crossroads
3440 South Jefferson Street, Falls Church

MAP GRIDS: 61-2, 62-1

NOTES: Established September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 520: SKYLINE

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-NINTH**

DESCRIPTION:
Beginning at the intersection of Seminary Road and Leesburg Pike (Route 7) thence with Leesburg Pike in a southeasterly direction to its intersection with South George Mason Drive, thence with South George Mason Drive in a southwesterly direction to its intersection with an unnamed parking lot access road along the southwestern boundary of the Skyline Plaza property, thence with the access road and a projection of the access road along the Skyline Plaza property line in a southeasterly direction to its intersection with the corporate boundary of the City of Alexandria, thence with the Corporate Boundary of the City of Alexandria in a southwesterly direction to its intersection with Seminary Road, thence with Seminary Road in a generally northwesterly direction to its intersection with Leesburg Pike, point of beginning.

POLLING PLACE: ~~Goodwin House Bailey's Crossroads~~ Three Skyline Place
~~3440 South Jefferson Street~~ 5201 Leesburg Pike, Falls Church

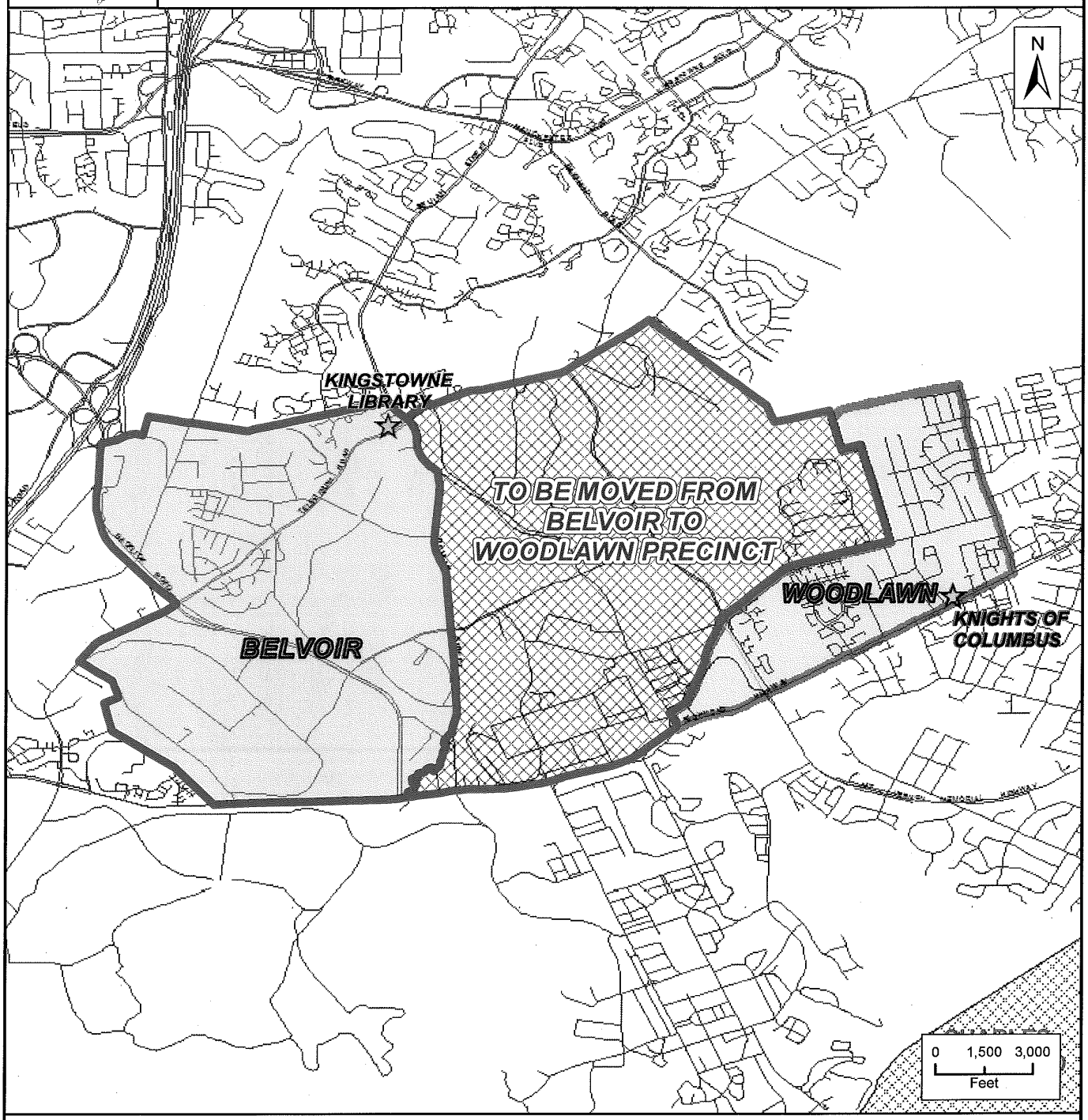
MAP GRIDS: 61-2, 61-4, 62-1, 62-3

NOTES:
Established July 1981
Polling place moved from Skyline Mall – March 2003
Precinct description revised and readopted – March 2003
Polling place moved – March 2010
Boundary adjusted, polling place moved – July 2011
Senate District changed from 31st to 35th – July 2011
Delegate District changed from 46th to 49th – July 2011
Precinct divided – July 2013
Precinct divided – September 2014

Commonwealth of Virginia

County of Fairfax

Mount Vernon District



Proposed Division of Belvoir Voting Precinct

Updated Belvoir Precinct

To Be Moved to Woodlawn Precinct

☆ Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mount Vernon District

PRECINCT 619: BELVOIR

CONGRESSIONAL DISTRICT:	**EIGHTH**
VIRGINIA SENATORIAL DISTRICT:	**THIRTY-SIXTH / THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT:	**FORTY-THIRD ~~/ FORTY-FOURTH~~**

DESCRIPTION:
Beginning at the intersection of Backlick Road and Newington Road, thence with Newington Road in an easterly direction to its intersection with the Richmond, Fredericksburg and Potomac Railroad, thence with the Richmond, Fredericksburg and Potomac Railroad in a northerly direction to its intersection with the Virginia Power Easement, thence with Virginia Power Easement in an easterly direction to its intersection with [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street and a projection of [the old alignment] of Beulah Street in an southerly direction to its intersection with Beulah Street at Woodlawn Road, thence with Beulah Street in a southerly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Beulah Road, thence with Beulah Road in a southerly direction to its intersection with Backlick Road, thence with Backlick Road in a northwesterly direction to its intersection with Mason Run (stream), thence with the meanders of Mason Run in a southwesterly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a westerly direction to its intersection with Britten Drive, thence with Britten Drive in a northwesterly direction to its intersection with Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with Backlick Road, thence with Backlick Road in a generally northwesterly direction to its intersection with Newington Road, point of beginning.

POLLING PLACE: Kingstowne Library
6500 Landsdowne Centre, Alexandria

MAP GRIDS: 99-1, 99-2, 99-3, 99-4, 100-1, 100-3, 101-3, 108-1, 108-2, 108-3, 108-4, 109-1, 109-3

NOTES: Established July 1998
Precinct description revised and readopted – March 2003
Senate and Delegate boundaries changed – July 2011
Boundary adjusted – September 2014

619-Belvoir / September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mount Vernon District

PRECINCT 627: WOODLAWN

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SIXTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-FOURTH**

DESCRIPTION:
Beginning at the intersection of [the old alignment of] Beulah Street and Telegraph Road, thence with Telegraph Road in a northeasterly direction to its intersection with the north boundary of the Fort Belvoir Military Reservation, thence with the boundary of the Fort Belvoir Military Reservation in a northeasterly, then southeasterly direction to its intersection with the western boundary of Huntley Meadows Park, thence with boundary of Huntley Meadows Park in a southeasterly, then northeasterly direction to its intersection with Frye Road, thence with Frye Road in a southerly direction to its intersection with Richmond Highway (Route 1), thence with Richmond Highway in a southwesterly direction to its intersection with Mason Run (stream), thence with the meanders of Mason Run in a northeasterly direction to its intersection with Backlick Road, thence with Backlick Road in a southeasterly direction to its intersection with Beulah Street, thence with Beulah Street in a northerly direction to its intersection with a projection of and [the old alignment of] Beulah Street, thence with [the old alignment of] Beulah Street in a northerly direction to its intersection with Telegraph Road, point of beginning.

POLLING PLACE: Woodlawn Elementary School
8505 Highland Lane, Alexandria

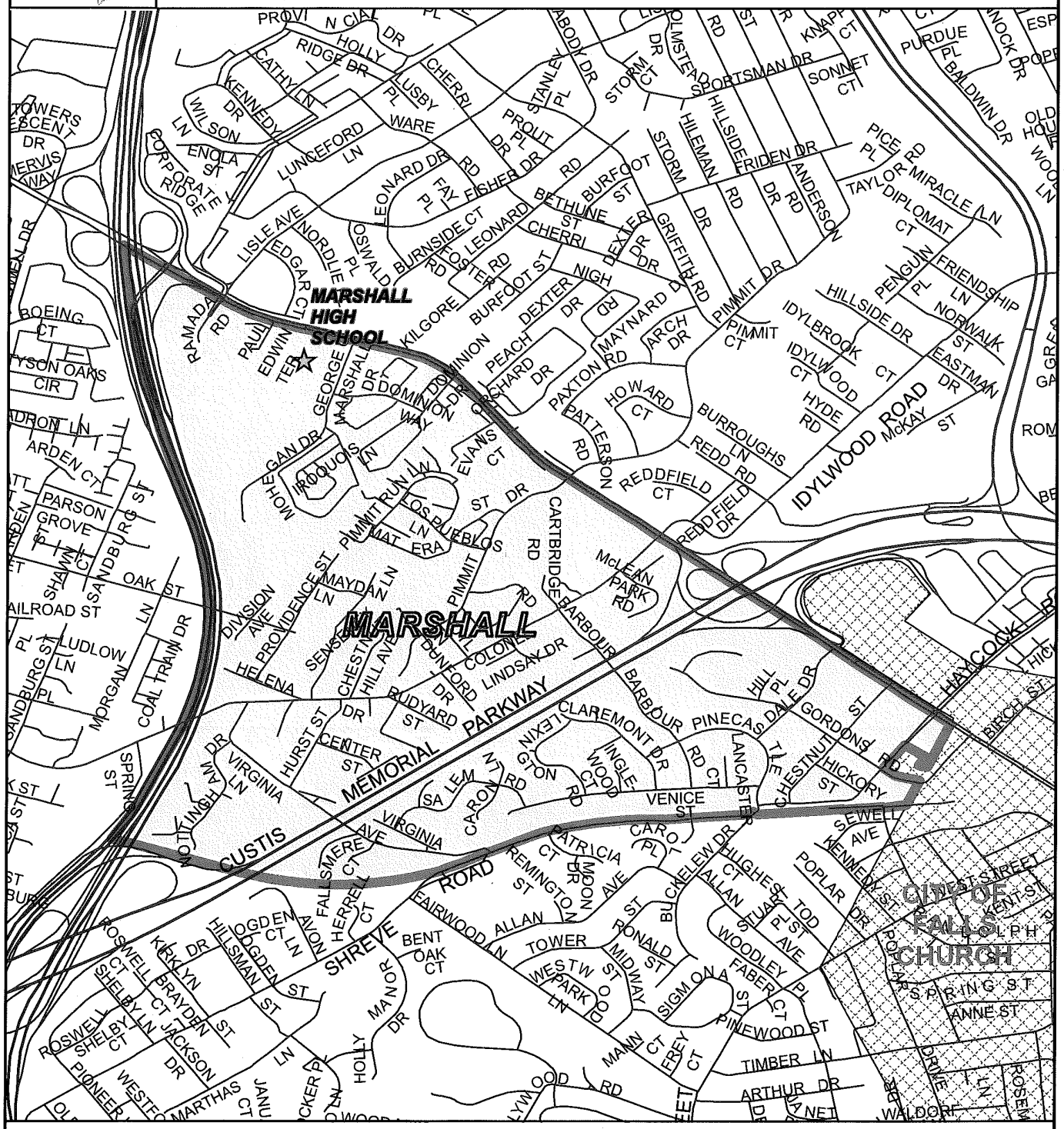
MAP GRIDS: 100-1, 100-2, 100-3, 100-4, 101-1, 101-3, 109-1, 109-2, 110-1

NOTES: Established July 1981
Moved from Lee District to Mount Vernon District-2001 Redistricting
Precinct description revised and readopted – March 2003
Precinct divided – April 2011
Precinct boundary adjusted – July 2011
Precinct boundary adjusted – September 2014

Commonwealth of Virginia

County of Fairfax

Providence District



Precinct: 708 MARSHALL

Polling Place: Marshall High School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 550 1,100 Feet

N

January 2014

- REVISED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 708: MARSHALL

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of the Capital Beltway (I-495) and Leesburg Pike (Route 7), thence with Leesburg Pike in a southeasterly direction to its intersection with the west corporate boundary of the City of Falls Church, thence with the corporate boundary of the City of Falls Church in a southwesterly, westerly, northeasterly, northwesterly, southwesterly, easterly, (around the City of Falls Church Maintenance Yard property) and then a southerly direction to its intersection with the Washington and Old Dominion Railroad Regional Park (trail), thence with the Washington and Old Dominion Railroad Regional Park in a westerly direction to its intersection with the Capital Beltway, thence with the Capital Beltway in a generally northerly direction to its intersection with Leesburg Pike, point of beginning.

POLLING PLACE: Marshall High School
7731 Leesburg Pike, Falls Church

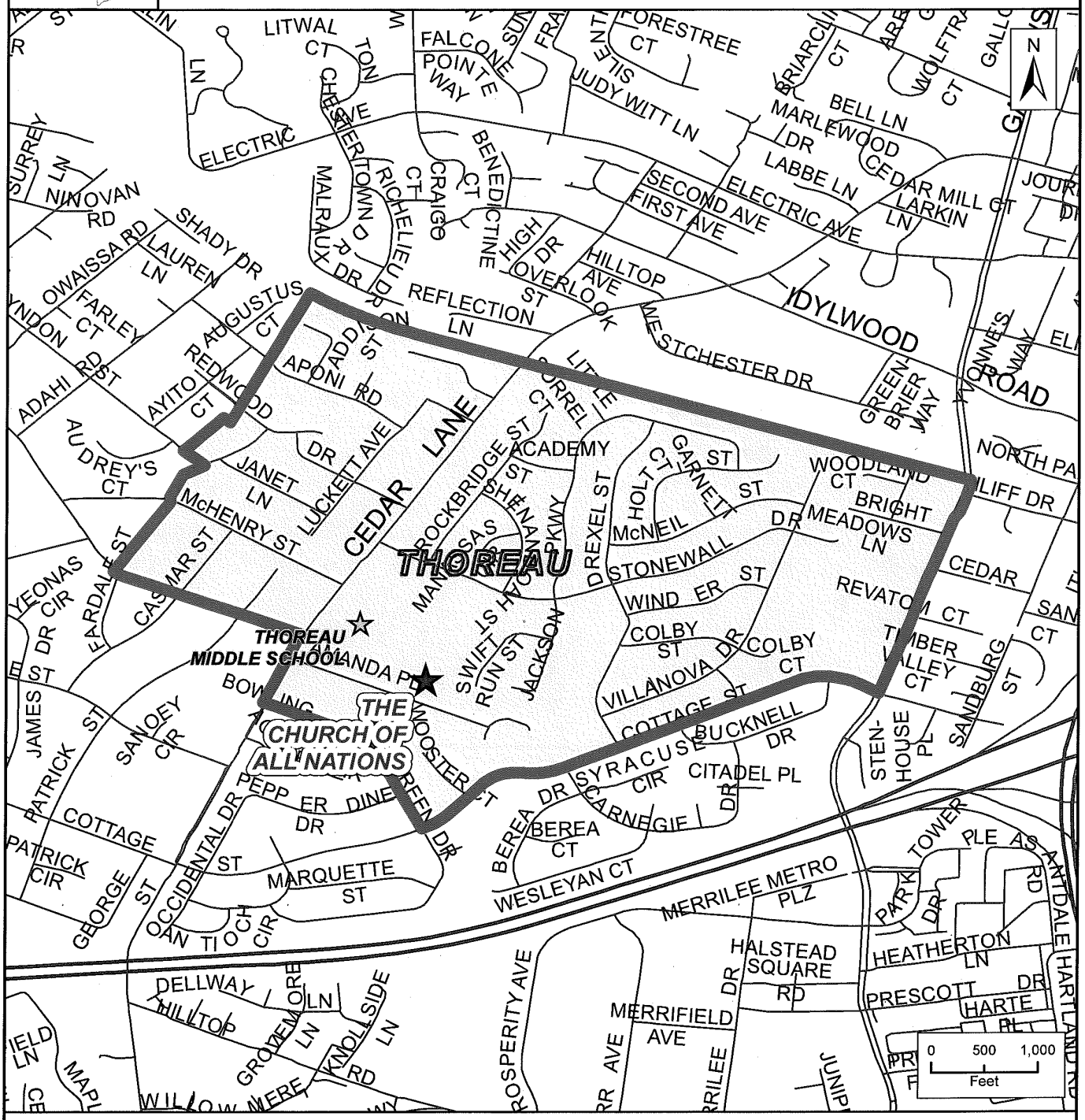
MAP GRIDS: 39-2, 39-4, 40-1, 40-3

NOTES: Established 1963
The Washington and Old Dominion Railroad Regional Park (trail) is the abandoned Washington and Old Dominion Railroad right-of-way
Precinct description revised and readopted – March 2003
Senate district changed from 32nd to 35th - July 2011
Boundary adjusted with City of Falls Church – January 2014

Commonwealth of Virginia

County of Fairfax

Providence District



Proposed Polling Place Change for Thoreau Voting Precinct

★ Proposed New Polling Place

☆ Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 720: THOREAU

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FOURTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:
Beginning at the intersection of the east corporate boundary of the Town of Vienna and the Washington and Old Dominion Railroad Regional Park (trail), thence with the Washington and Old Dominion Railroad Regional Park in a southeasterly direction to its intersection with Gallows Road, thence with Gallows Road in a southwesterly direction to its intersection with Cottage Street, thence with Cottage Street in a generally southwesterly direction to its intersection with Bowling Green Drive, thence with Bowling Green Drive in a northwesterly direction to its intersection with the east corporate boundary of the Town of Vienna, thence with the corporate boundary of the Town of Vienna in a northeasterly, then northwesterly, then northeasterly direction to its intersection with the Washington and Old Dominion Railroad Regional Park, point of beginning.

POLLING PLACE: ~~Thoreau Middle School~~ The Church of All Nations
~~2505 Cedar Lane~~ 8526 Amanda Place, Vienna

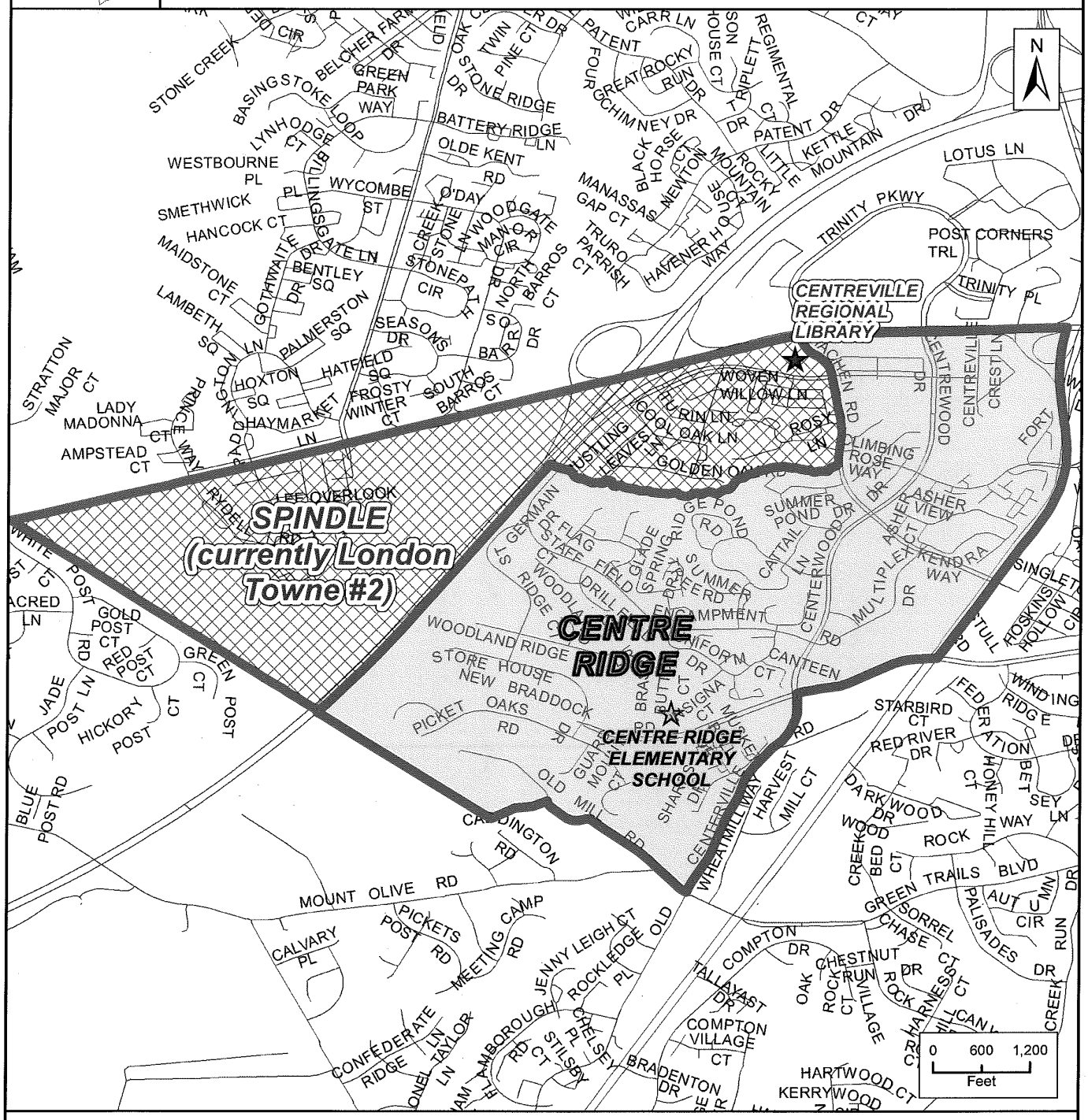
MAP GRIDS: 39-3, 39-4, 49-1, 49-2

NOTES: Established July 1981
The Washington and Old Dominion Railroad Regional Park (trail) is the abandoned Washington and Old Dominion Railroad right-of-way
Precinct description revised and readopted – March 2003
Delegate District changed from 53rd to 35th - July 2011
Polling place changed temporarily – September 2014

Commonwealth of Virginia

County of Fairfax

Sully District



Proposed Division of Centre Ridge Voting Precinct

- Proposed New Precinct (Spindle)
- Updated Centre Ridge Precinct
- ★ Proposed New Polling Place
- ☆ Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 720: THOREAU

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FOURTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:
Beginning at the intersection of the east corporate boundary of the Town of Vienna and the Washington and Old Dominion Railroad Regional Park (trail), thence with the Washington and Old Dominion Railroad Regional Park in a southeasterly direction to its intersection with Gallows Road, thence with Gallows Road in a southwesterly direction to its intersection with Cottage Street, thence with Cottage Street in a generally southwesterly direction to its intersection with Bowling Green Drive, thence with Bowling Green Drive in a northwesterly direction to its intersection with the east corporate boundary of the Town of Vienna, thence with the corporate boundary of the Town of Vienna in a northeasterly, then northwesterly, then northeasterly direction to its intersection with the Washington and Old Dominion Railroad Regional Park, point of beginning.

POLLING PLACE: ~~Thoreau Middle School~~ The Church of All Nations
~~2505 Cedar Lane~~ 8526 Amanda Place, Vienna

MAP GRIDS: 39-3, 39-4, 49-1, 49-2

NOTES: Established July 1981
The Washington and Old Dominion Railroad Regional Park (trail) is the abandoned Washington and Old Dominion Railroad right-of-way
Precinct description revised and readopted – March 2003
Delegate District changed from 53rd to 35th - July 2011
Polling place changed temporarily – September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 924: ~~LONDON TOWNE NO. 2~~ SPINDLE

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

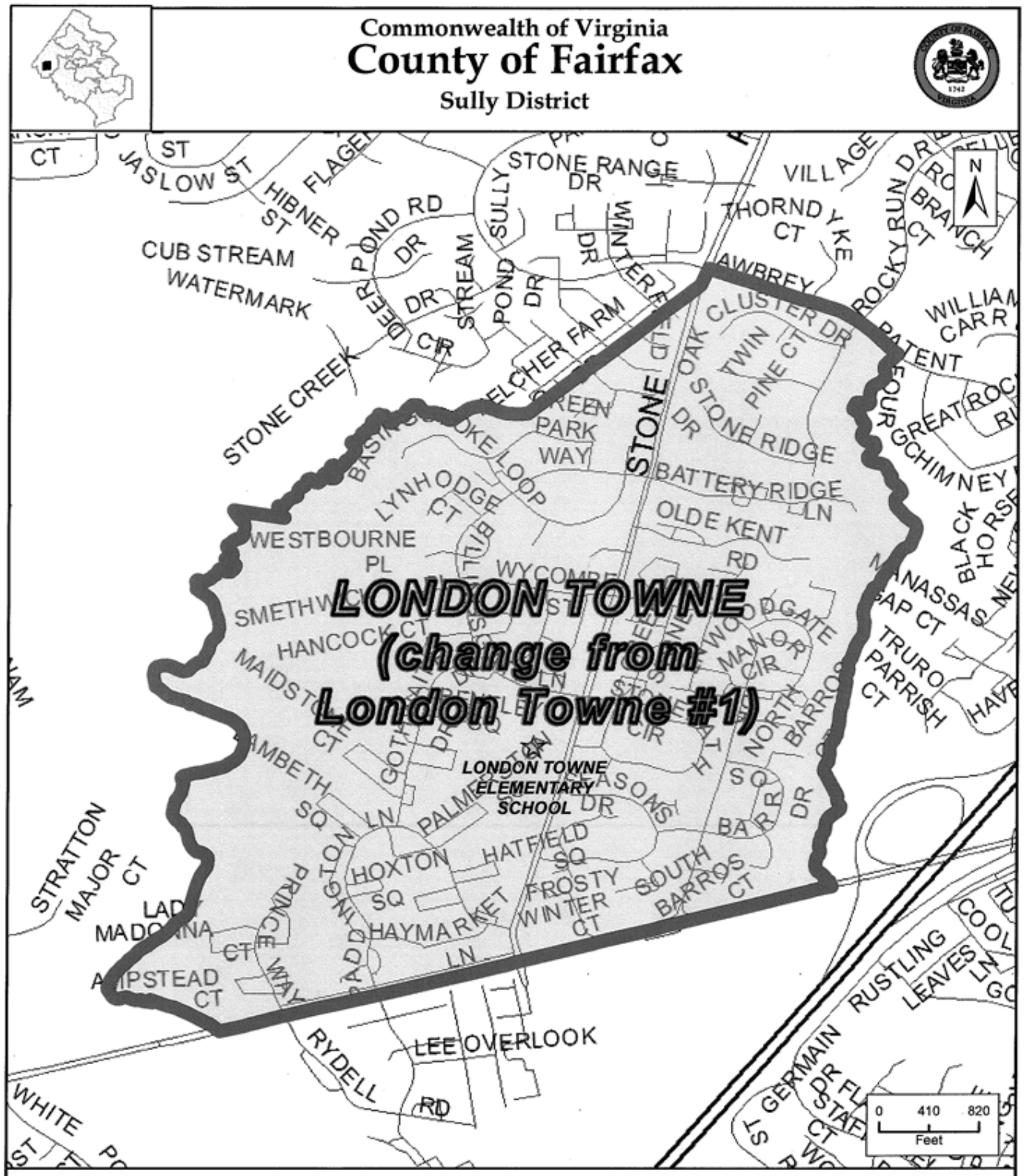
DESCRIPTION:
Beginning at the intersection of the Columbia Liquified Natural Gas Easement and Lee Highway (Route 29), thence with Lee Highway in a northeasterly direction to its intersection with Machen Road, thence with Machen Road in a southerly direction to its intersection with an unnamed tributary of Big Rocky Run (stream) to the south of Climbing Rose Way, thence with the meanders of the unnamed tributary in a westerly direction to its intersection with Interstate 66, thence with Interstate 66 in a southwesterly direction to its intersection with the Columbia Liquified Natural Gas Easement, thence with the Columbia Liquified Natural Gas Easement in a northwesterly direction to its intersection with Lee Highway, point of beginning.

POLLING PLACE: ~~London Towne Elementary School~~ Centreville Regional Library
~~6100 Stone Road~~ 14200 St. Germain Drive, Centreville

MAP GRIDS: 53-4, 54-3, 64-2, 65-1

NOTES: Established May 2001
Precinct description revised and readopted – March 2003
Precinct boundary adjusted and precinct renamed – July 2011
Congressional District changed from 10th to 11th – January 2012
Precinct boundary adjusted and precinct renamed – September 2014

924-Spindle / September 2014



Proposed Name Change for London Towne #1 Voting Precinct

London Towne #1 Precinct

☆ Current Polling Place

September 2014

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 910: LONDON TOWNE ~~NO. 1~~

CONGRESSIONAL DISTRICT:	**ELEVENTH**
VIRGINIA SENATORIAL DISTRICT:	**THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT:	**THIRTY-SEVENTH**

DESCRIPTION:
Beginning at the intersection of Stone Road and Awbrey Patent Drive, thence with Awbrey Patent Drive in a southeasterly direction to its intersection with Big Rocky Run (stream), thence with the meanders of Big Rocky Run in a generally southerly direction to its intersection with Lee Highway (Route 29), thence with Lee Highway in a southwesterly direction to its intersection with Cub Run (stream), thence with the meanders of Cub Run in a generally northerly direction to its intersection with an unnamed branch of Cub Run (north of the Transcontinental Gas Pipeline Corporation Easement), thence with the meanders of the unnamed branch of Cub Run in a northeasterly direction to its intersection with the Transcontinental Gas Pipeline Corporation Easement at the southern end of Belcher Farm Drive, thence with the Transcontinental Gas Pipeline Corporation Easement in a northeasterly direction to its intersection with Stone Road at, thence with Stone Road in a northerly direction to its intersection with Awbrey Patent Road, point of beginning.

POLLING PLACE: London Towne Elementary School
6100 Stone Road, Centreville

MAP GRIDS: 53-4, 54-1, 54-3

NOTES:
Established May 2001
Precinct description revised and readopted – March 2003
Delegate District changed from 67th to 37th – July 2011
Precinct boundary adjusted and precinct renamed – July 2011
Congressional District changed from 10th to 11th – January 2012
Precinct name changed – September 2014

PROPOSED ORDINANCE TO AMEND AND READOPT SECTIONS OF CHAPTER 7 OF THE FAIRFAX COUNTY CODE TO REFLECT THE FAIRFAX COUNTY - FALLS CHURCH BOUNDARY LINE AND ELECTION PRECINCT ADJUSTMENTS, TO ESTABLISH NEW PRECINCTS FOR BRADDOCK, MASON, AND SULLY DISTRICTS AND TO RELOCATE POLLING PLACES FOR CERTAIN PRECINCTS

July 8, 2014

AN ORDINANCE to amend and readopt Sections 7-2-4, 7-2-8, 7-2-12, and 7-2-13 of the Fairfax County Code to reflect adjustments in the boundary line between Fairfax County and the City of Falls Church, election precinct adjustments for Braddock, Mason, and Sully Districts, and relocation of polling places for certain precincts.

Be it ordained that the Board of Supervisors of Fairfax County:

1. That Sections 7-2-4, 7-2-8, 7-2-12, and 7-2-13 of the Fairfax County Code are amended and readopted:

Section 7-2-4. Braddock District.

The Braddock District shall consist of these election precincts: Bonnie Brae, Burke Centre, Canterbury, Cardinal, Chapel, Danbury, Eagle View, Fairview, Heritage, Keene Mill, Kings Park, Lake Braddock, Laurel, Little Run, Monument, North Springfield, Olde Creek, Ravensworth, Robinson, Sideburn, Signal Hill, Terra Centre, University, Villa, Wakefield, and Woodson.

Section 7-2-8. Mason District.

The Mason District shall consist of these election precincts: Baileys, Barcroft, Belvedere, Bren Mar, Bristow, Brook Hill, Camelot, Columbia, Crossroads, Edsall, Glen Forest, Holmes No. 1 and Holmes No. 2, Hummer, Lincolnia, Masonville, Parklawn, Plaza, Poe, Ravenwood, Ridgelea, Saint Albans, Skyline ~~[1]~~, Sleepy Hollow, Walnut Hill, Westlawn, Weyanoke, and Willston.

Section 7-2-12. Sully District.

The Sully District shall consist of these election precincts: Brookfield, Bull Run, Carson, Centre Ridge, Centreville, Chantilly, Compton, Cub Run, Deer Park, Difficult Run, Franklin, Green Trails, Kinross East, Kinross West, Lees Corner No. 1, Lees Corner No. 2, London Towne ~~No. 1, London Towne No. 2~~, Navy, Old Mill, Poplar Tree, Powell, Rocky Run, Spindle, Stone North, Stone South, Stonecroft, Vale, Virginia Run, and Waples Mill.

Section 7-2-13. General provisions.

All references to election precincts shall refer to those precincts, together with the descriptions and maps of the boundaries and polling places for each of those precincts, which were adopted by the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005, March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009, March 9, 2010, July 27, 2010, April 26, 2011, July 26, 2011, January 10, 2012, July 10, 2012, March 19, 2013, ~~and~~ July 9, 2013, and September 9, 2014, and kept on file with the clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature describes the boundary of a precinct, the center of such road, stream, or physical feature shall be the dividing line between that precinct and any adjoining precinct.

2. Polling place locations for new precincts identified in the first clause of this ordinance are established at:

Supervisor District	Precinct	Polling Place
Braddock	Olde Creek (new)	Olde Creek Elementary School 9524 Old Creek Drive Fairfax, Virginia 22032
Mason	Crossroads (renamed-formerly part of Skyline)	Goodwin House Bailey's Crossroads 3440 South Jefferson Street Falls Church, Virginia 22041
	Holmes No. 1 and Holmes No. 2 (Holmes divided into two precincts with same polling place)	Bailey's Elementary School 6111 Knollwood Drive Falls Church, Virginia 22041
Sully	Spindle (formerly London Towne No. 2)	Centreville Regional Library 14200 St. Germain Drive Centreville, Virginia 20121
	London Towne (formerly London Towne No. 1)	London Towne Elementary School 6100 Stone Road Centreville, Virginia 20120

3. That the election polling places of the following precincts are relocated:

Supervisor District	Precinct	Polling Place
Hunter Mill	Terraset	From: Terraset Elementary School

		11411 Ridge Heights Road Reston, Virginia 20191 <u>To</u>: Langston Hughes Middle School 11401 Ridge Heights Road Reston, Virginia 20191
Mason	Skyline	<u>From</u>: Goodwin House Bailey's Crossroads 3440 South Jefferson Street Falls Church, Virginia 22041 <u>To</u>: Three Skyline Place 5201 Leesburg Pike Falls Church, Virginia 22041
Providence	Thoreau	<u>From</u>: Thoreau Middle School 2505 Cedar Lane Vienna, Virginia 22180 <u>To</u>: Church of All Nations 8526 Amanda Place Vienna, Virginia 22180

4. That this ordinance shall become effective upon adoption.

GIVEN under my hand this _____ day of September, 2014.

_____
Catherine A. Chianese
Clerk to the Board of Directors

Board Agenda Item
September 9, 2014

4:00 p.m.

Public Hearing to Sublease Board-Leased Property at 2667 Prosperity Avenue to the Arts Council of Fairfax County (Providence District)

ISSUE:
Public hearing regarding the sublease of Board-leased property at 2667 Prosperity Avenue to the Arts Council of Fairfax County (Arts Council).

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to sublease Board-leased property at 2667 Prosperity Avenue to the Arts Council.

TIMING:
On July 29, 2014, the Board of Supervisors authorized the advertisement of a public hearing to sublease Board-leased property at 2667 Prosperity Avenue to the Arts Council.

BACKGROUND:
As part of the proffers associated with Rezoning Application RZ 2009-PR-002 for the development of Prosperity Flats Apartments in Merrifield, the developer Square 1400, L.C. (Developer) agreed to lease rent-free to the County approximately 3,000 square feet of space for public and community uses (Leased Space). The Leased Space has been constructed in the ground floor building that is attached to the parking structure of the apartment complex with a street address of 2667 Prosperity Avenue and identified by Fairfax County Tax Map Number of 49-1((13)) parcel 13A. The lease between the County and the Developer (Master Lease) has a twenty (20) year term that commenced on May 12, 2014. The Master Lease allows the County to sublease the Leased Space to Fairfax County organizations or entities for public or community uses.

The Leased Space is now ready for occupancy. The Arts Council, a non-profit organization that is designated as Fairfax County's local arts agency, will occupy part of the space to conduct business and fundraising activities. Staff and the Arts Council have negotiated the terms of a sublease which will allow the Arts Council to share the Leased Space with another subtenant. The Arts Council will have the exclusive right to occupy 1,797 square feet and the nonexclusive right to use 453 square feet of common area within the Leased Space for a five (5) year initial term. At the Arts Council's election and the County's discretion, the Arts Council has the option to extend the term for two additional five (5) year periods. The Arts Council will pay its own utility bills and its proportionate share of common area expenses.

Board Agenda Item
September 9, 2014

FISCAL IMPACT:
None

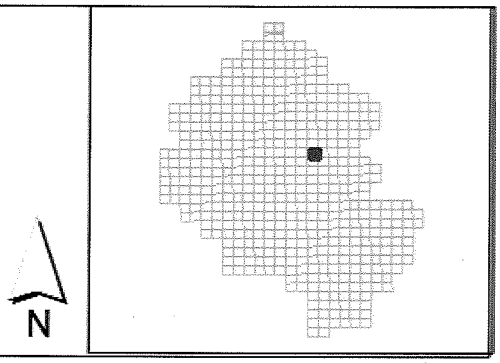
ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 – Draft sublease between County and the Arts Council

STAFF:
David J. Molchany, Deputy County Executive
Jose A. Comayagua, Jr., Director, Facilities Management Department

Attachment #1

Board-Leased Property at 2667 Prosperity Avenue, Merrifield

County Tax Map No. 49-1 ((13)) Parcel 13A



SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is made as of _____, 2014, by and between the ARTS COUNCIL OF FAIRFAX COUNTY, a Virginia non-profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 ("Subtenant"), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Sublandlord" or "Board").

RECITALS

WHEREAS, the Sublandlord is the holder of that certain lease dated December 16, 2013 ("Master Lease"), entered into between the Board, as tenant, and Square 1400, L.C., as landlord ("Prime Landlord"), for 3,000 square feet of ground floor space attached to the parking structure constructed on real property with a Fairfax County Tax Map Number of 49-1((13)) parcels 13A and 13B, having an address of 2667 Prosperity Avenue, Fairfax, Virginia 22031, which was leased to the Board pursuant to Proffer 28 of RZ 2009-PR-002 ("the Premises"). The Master Lease is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to the Master Lease, the Sublandlord has the right to sublease the Premises to qualified Fairfax County organizations, entities, departments, and/or persons for public or community uses; and

WHEREAS, as a local, non-profit arts organization, the Subtenant is a qualified organization for subleasing; and

WHEREAS, the Subtenant desires and intends to sublease from the Sublandlord, and Sublandlord desires and intends to sublease to Subtenant, 1,797 square feet of the Premises, as well as the non-exclusive right to use 453 square feet of common area within the Premises (as defined below) that shall be shared with another subtenant, and the non-exclusive right of ingress and egress through, over and across all common areas of the Premises (hereafter also referred to as the "Subleased Space"). The Sublandlord desires to sublease the Subleased Space to the Subtenant, for use as office space, on the terms and conditions set forth herein. The Subleased Space is identified on the document attached hereto as Exhibit B; and

THEREFORE, in consideration of the mutual covenants and agreements set forth in this Sublease, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord does hereby sublease to Subtenant, and Subtenant does hereby sublease from Sublandlord, the Subleased Space hereinafter described, upon the terms and conditions as further set forth herein:

AGREEMENT

1. Premises; Subleased Space.

a. The "Premises," containing approximately 3,000 square feet, are attached to the Parking Garage, and depicted on Exhibit B attached hereto and incorporated herein by this

reference.

b. The "Subleased Space," contains approximately 1,797 square feet of the Premises, as well as the non-exclusive right to use 453 square feet of common area that shall be shared with another subtenant. The Subtenant's proportionate share of the Premises as a whole shall be 70.55%. Subtenant shall also be entitled to seven (7) reserved parking spaces.

c. Sublandlord shall serve as the project manager for the Subtenant fit out of the Subleased Space, with input from Subtenant. The Sublandlord shall be responsible for all permits, construction, and information technology data and communications cabling costs. Sublandlord shall provide grey patch cable to Subtenant for data.

d. Sublandlord shall install and provide Systems Furniture for use in the Subleased Space. Sublandlord shall also provide signage and window treatments. Subtenant shall provide all loose furniture for use in the Subleased Space and any and all other items necessary for its use of the Subleased Space. Sublandlord and Subtenant agree that all Systems Furniture, signage, and window treatments are owned by the Sublandlord and shall remain in the space when vacated by the Subtenant. Subtenant may modify interior signage in the Subleased Space with prior, written consent of Sublandlord.

e. Any and all relocation costs shall be the sole responsibility of the Subtenant.

2. Term. The term of this Sublease shall commence on the date Subtenant first takes possession of the Subleased Space ("Commencement Date") and shall continue for five (5) years after the Commencement Date (the "Term"), with the option to extend the term, by mutual agreement, for two additional five (5) year terms, subject to the termination rights provided below. Such option may be exercised upon the Subtenant sending the Sublandlord a written request, six months prior to the end of the current term, of its desire to extend the term of the lease, and the Sublandlord accepting such request. Subtenant shall send Sublandlord a written notice confirming the Commencement Date promptly after taking possession.

3. Use.

a. The Subleased Space shall be used by the Subtenant solely for office purposes and no other purpose.

b. No changes shall be made to the exterior appearance of the Subleased Space or Premises, to include its façade, doors, windows, and landscaping.

c. The Subtenant shall not be permitted to post any signage on the exterior of the Subleased Space.

d. No modifications shall be made by the Subtenant to the Systems Furniture or interior of the Subleased Space, except that Subtenant shall be permitted to make modifications to its own loose furniture or office equipment.

e. Subtenant will not install or operate in the Subleased Premises any electrically operated equipment or other machinery, other than typical office equipment that includes, but is not limited to, copying machines, clocks, computers, printers, shredders, televisions, audiovisual equipment, telephone and radio communications equipment, without first obtaining prior written consent of Sublandlord, who may condition such consent upon payment by Subtenant of additional rent as compensation for additional consumption of utilities.

f. In no event shall the Subtenant use or permit the Subleased Space to be used for any illegal or unlawful purpose or activity or any activity which is hazardous, disruptive or disturbing to the Premises, the Subleased Space, and/or other buildings or persons in the vicinity of the Premises.

g. The Subleased Space shall be governed by the Sublandlord's policy regarding the use or consumption of Alcoholic Beverages on County property.

h. The Sublandlord, the Prime Landlord, and their respective representatives may enter and inspect the Subleased Space whenever such property is occupied and open to entry and may otherwise enter, at reasonable times and upon reasonable notice, for the purpose of inspecting the Subleased Space, or performing any work or maintenance necessary to the lease properties or the areas adjacent thereto. In the event of an emergency, Fairfax County safety/police/fire/maintenance services, the Sublandlord or Prime Landlord, or their respective representatives may enter without notice for the sole purpose of dealing with such emergency. The Subtenant agrees that it will deposit with and make available to the Sublandlord, at all times, keys or other devices as may be necessary to permit entry for such purposes.

4. Obligation to Provide Ingress and Egress. The Sublandlord intends to sublease to another subtenant 750 square feet of the Premises, which area lacks direct ingress and egress. The subtenant leasing such 750 square foot area, including its employees, business invitees, volunteers, guests, and/or clients shall have a right of ingress and egress through the Subleased Space, as depicted on Exhibit B. Subtenant hereby agrees not to interfere with or in any way obstruct the right of ingress and egress of its co-subtenant.

5. Rent, Utilities, and Maintenance.

a. *Rent*. Except as otherwise provided herein, Sublandlord shall provide the Subleased Space to Subtenant at no cost to Subtenant.

b. *Cable and Data Utilities*: Subtenant shall be responsible for establishing in Subtenant's name a contract with a cable provider for telephone and data service upon Commencement Date. Thereafter, Subtenant shall be responsible, at its sole cost and expense, for maintaining and paying all costs associated with such contract.

c. *Other Utilities*. Sublandlord shall establish all utility accounts, other than those referenced in paragraph 5(b). Subtenant shall be responsible for reimbursing Sublandlord for Subtenant's proportionate share (70.55%) of the costs of all such utilities within thirty (30)

days after presentation of an invoice by Sublandlord to Subtenant. The Subtenant shall provide access to the meters and/or submeters for the Subleased Space to utility providers, Sublandlord, or its agents, contractors, and employees.

d. *Maintenance*. Subtenant shall, at its sole cost and expense, maintain the Subleased Space in good condition and keep it in good order, free from any objectionable noises, odors or nuisances and in compliance with all health and police regulations, in all respects and at all times, normal and usual wear and tear excepted. Subtenant shall be responsible for establishing, maintaining, and paying all costs associated with a contract for cleaning, trash removal, and pest control services. Sublandlord shall be responsible for repairs, maintenance, and replacement to all interior improvements and mechanical systems serving the Premises, and Subtenant shall be responsible for reimbursing Sublandlord for its proportionate share (70.55%) of those costs within thirty (30) days following presentation of an invoice by Sublandlord to Subtenant. Subtenant shall immediately give Sublandlord notice of defect or need for repairs. After such notice, Sublandlord shall have reasonable opportunity to repair or cure such defect. Sublandlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this Sublease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

6. Property Management. The Sublandlord shall remain the property manager of the Subleased Space and shall be solely responsible for making decisions regarding the Premises and the Subleased Space. The Subtenant shall not be permitted to exercise any managerial role with respect to the Premises or to charge any other Sublessee any fee for such managerial function.

7. Subleases and Additional Occupancy.

a. During the continuation of this Sublease, the Subtenant shall be responsible for full observance of all of its terms, covenants, and conditions.

b. It is understood and agreed that the rights and obligations of the Subtenant hereunder are those of the Subtenant and the Subtenant shall not transfer or assign this Sublease, sublet any or all portion of the Subleased Space, or permit any other person, firm, entity, or organization to occupy or use any part of the Subleased Space.

8. Compliance with Laws. Following build-out of the Subleased Space by the Sublandlord, Subtenant shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to Subtenant's use of the Subleased Space. All business licenses and other applicable permits and licenses shall be secured and paid for by Subtenant.

9. Default. If Subtenant breaches or violates any of the terms or conditions contained in this Sublease and fails to cure any such default(s) after thirty (30) days' written notice from Sublandlord, or abandons or discontinues the use of the Subleased Space, this Sublease shall, at the sole option of the Sublandlord, terminate upon written notice to the Subtenant. Subtenant then shall cease its operations on the Subleased Space and vacate the Subleased Space within an additional thirty (30) days. Further, the Sublandlord is authorized to

repossess the Subleased Space and, should Subtenant fail to vacate the Subleased Space as provided herein, the Sublandlord is authorized to enter onto the premises and expel Subtenant and remove its effects forcibly, if necessary.

10. Termination for Convenience. Notwithstanding any other provision of this Sublease, each party shall have the right to terminate this Sublease at any time and for any reason by giving ninety (90) days' written notice to the other party. Following receipt of such notice, Subtenant shall have no right to the continuation of this Sublease beyond the effective date of such termination and, upon the expiration of the 90-day period, shall deliver possession of the Subleased Space to Sublandlord in the manner set forth in paragraph 14 below.

11. Subordination to Master Lease. This Sublease is subordinate and subject in all respects to the provisions of the Master Lease between the Sublandlord and Prime Landlord, and in the event of any conflict or ambiguity between this Sublease and the Master Lease, the provisions of the Master Lease shall govern. The terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements of the Master Lease are incorporated into this Sublease by reference and made a part hereof as if herein set forth at length, except to the extent that they are expressly inapplicable to or expressly modified or eliminated by the terms of this Sublease.

12. Indemnification. The Subtenant hereby agrees to indemnify and hold harmless the Sublandlord, Board of Supervisors of Fairfax County, Virginia, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries to the public, including cost or investigation and all expenses of litigation, arising from the use, occupancy, and/or condition of the Subleased Space by the Subtenant, including its agents, employees, volunteers, business invitees, customers, guests or trespassers.

13. Liability and Insurance.

a. All personal property of the Subtenant (including that of its employees, business invitees, volunteers, guests, and/or clients) in and on the Subleased Space shall be and remain the sole risk of the Subtenant, and the Sublandlord shall not be liable to them for any damage to or loss of such personal property. Further, the Sublandlord shall not be liable for any personal injury to the Subtenant (including that of its employees, business invitees, volunteers, guests, and/or clients) arising from the use, occupancy, and/or condition of the Subleased Space.

b. During the lease term, Subtenant shall maintain a policy of commercial general liability insurance insuring the Sublandlord and the Subtenant against liability arising out of the use, occupancy, and/or maintenance of the Subleased Space. The insurance will be for not less than $1,000,000 per occurrence for bodily or personal injury or death. The insurance policy shall insure the Sublandlord and Subtenant against liability for property damage in an amount of not less than $1,000,000 per occurrence. The limits of the insurance shall not limit the liability of the Subtenant. The Sublandlord shall be named as an "additional insured" on the Subtenant's General Liability policy and the Insurance Certificate shall state that this coverage "is primary to all other coverage the Sublandlord may possess."

c. Insurance carried by Subtenant will be with companies acceptable to the Sublandlord in its reasonable judgment. The Subtenant will deliver to the Sublandlord a certificate evidencing the existence and amounts of insurance upon commencement of its occupancy and shall provide additional such certificates verifying ongoing insurance coverage promptly thereafter upon Sublandlord's request.

14. Possession Upon Termination. Upon expiration of the Term of this Lease, or the earlier termination thereof as set forth herein, Subtenant shall deliver possession of the Premises to the Sublandlord in good condition, reasonable wear and tear excepted, broom clean, and free of any waste or debris. Subtenant shall remove all personal property owned by Subtenant, all loose furniture, equipment and inventory, and any other personal property owned by Subtenant or installed or placed by Subtenant at its expense in the Premises within thirty (30) days after the expiration of this Sublease, before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused by such removal. Any of Subtenant's property that is not removed by Subtenant within thirty (30) days after the expiration of the Term of this Sublease shall be considered abandoned and Sublandlord may remove any or all of such property and dispose of the same in any manner. Subtenant shall not remove any of the window treatments, Systems Furniture, and/or other items and improvements furnished or purchased by the Sublandlord. The Subtenant shall deliver all keys for the Premises to the Sublandlord at the Fairfax County Government Center, and shall inform Sublandlord of all combinations on locks, if any, in the Premises.

15. Notice. Any notices, requests for approval, and other communications under this Sublease (each, a "Notice") shall be in writing and shall be delivered via (a) hand delivery, (b) reputable, national overnight delivery service (with confirmatory receipt therefor), or (c) registered or certified United States mail, postage prepaid, in each case to the parties as follows:

If to Subtenant:

Arts Council of Fairfax County
10604 Judicial Drive
Fairfax, VA 22030
Attention: Linda S. Sullivan
(NOTE: After Commencement Date, to Subtenant at the Subleased Space.)

If to Sublandlord:

Facilities Management Department
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035-5503
Attention: Marguerite Guarino

With a copy to:

Office of the County Attorney

12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
Attention: County Attorney

Either party may change such address(es) to which a Notice is to be delivered by furnishing five (5) business days written notice of such change(s) to the other party. Each Notice shall be deemed given on the day actually received or the day delivery was refused.

16. Severability. If any term or provision of this Sublease or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease shall not be affected thereby, and each term and provision of this Sublease and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

17. Subject to Appropriations. Any and all financial commitments of Sublandlord under this Sublease are subject to appropriation by the Sublandlord.

18. Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one Sublease.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first written above.

SUBTENANT:

ARTS COUNCIL OF FAIRFAX, COUNTY

By: _____
Name:
Title:

SUBLANDLORD:

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____
Name:
Title:

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease" or "Agreement") is made as of December 16, 2013, by and between SQUARE 1400, L.C., a Virginia limited liability company ("Landlord"), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Tenant").

RECITALS

WHEREAS, Landlord is the owner of certain real property with a Fairfax County Tax Map Number of 49-1 ((13)), parcels 13A and 13B ("Land"); and

WHEREAS, pursuant to Proffer 28 of RZ 2009-PR-002 (the "Proffer"), Landlord agreed to provide Tenant with 3,000 GFA of ground floor space attached to the parking structure to be constructed on the Land; and

WHEREAS, the proffered space attached to the parking structure has been constructed on Parcels 13A and 13B, such building to have an address of 2667 Prosperity Avenue, Fairfax, Virginia 22031 (the "Parking Garage"); and

WHEREAS, Landlord has received a building permit for the Parking Garage; and

THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby lease and demise to Tenant, and Tenant does hereby lease and take from Landlord, the Premises hereinafter described, upon the terms and conditions of the Proffer and as further set forth herein:

AGREEMENT

1. Premises.

a. The "Premises," containing approximately 3,000 square feet, are attached to the Parking Garage, and depicted on Exhibit A attached hereto and incorporated herein by this reference. Tenant shall also be entitled to 11 reserved parking spaces.

b. Landlord shall be responsible for constructing the Premises as a rough shell with utilities to meet building permit requirements. The shell shall be completed and made available to the Tenant prior to the issuance of the first Residential Use Permit ("RUP") on the Land or as otherwise agreed to in writing by the Tenant and the County.

c. Tenant shall be responsible for constructing all of its own betterments and interior improvements serving the Premises. The Tenant shall have the right to complete its own betterments and improvements within the shell without the approval of the Landlord. If and to the extent any mechanics liens are filed against the Premises or the Land as a result of Tenant's construction on the Premises, Tenant shall cause such mechanics liens to be removed within one

hundred and twenty (120) days of their filing at no cost to Landlord. Tenant shall have no obligation to remove these betterments and improvements upon termination of this Lease.

2. Term. The term of this Agreement shall commence on the date Tenant first takes possession of the Premises ("Commencement Date") and shall continue for twenty (20) years after the Commencement Date (the "Term"). Tenant shall send Landlord a written notice of the Commencement Date promptly after taking possession.

3. Use.

a. The Premises shall be used for office purposes or such other future public and/or community uses as may be reasonably and mutually agreed to in advance by the parties, which agreement shall not be unreasonably withheld.

b. Landlord hereby indemnifies Tenant against any and all damages, losses, and/or claims arising out of the use by the Landlord or its employees, agents, contractors, tenants or sub-lessees (other than Tenant), customers, or visitors, of the Premises.

c. Landlord shall be entitled to make a claim to the Board (as hereinafter defined) for compensation for any or all damages, losses, and/or claims arising out of the use by the Tenant, or Tenant's employees, agents, contractors, tenants or sublessees, customers or visitors, of the Premises, the Land or the Parking Garage, and associated personal property located within.

d. Tenant shall exercise diligent and commercially reasonably efforts through the Term of the Lease to fill the Premises and keep the Premises occupied.

4. Rent, Utilities, and Maintenance.

a. *Rent.* Except as otherwise provided herein, Landlord shall provide the Premises to Tenant at no cost to Tenant.

b. *Sublease.* Tenant shall be entitled to sublease the Premises to Fairfax County organizations, entities, departments, and/or persons for public or community uses without Landlord approval. Tenant shall provide Landlord with written notice of any such sublease. No such sublease shall serve to release Tenant from its obligations hereunder.

c. *Utilities.* Tenant shall be responsible for all utilities for the Premises, which will be separately metered. The Landlord shall provide access to the meters and/or submeters for the Premises to utility providers, Tenant, or its agents, contractors and employees. Tenant shall be responsible for placing service in Tenant's name upon Commencement Date.

d. *Maintenance.* Landlord, at its expense, shall be responsible for maintenance of the Parking Garage and the Land, including routine maintenance, cleaning and pest control. Tenant shall, at its sole cost and expense, maintain the Premises in good condition

and keep the Premises in good order, free from any objectionable noises, odors or nuisances and in compliance with all health and police regulations, in all respects and at all times. Tenant, at Tenant's sole cost and expense, shall be responsible for all repairs, maintenance, and replacement to all betterments, interior improvements and mechanical systems serving the Premises.

e. *ADA*. Landlord shall deliver the Premises as a cold dark shell with some improvements that have been voluntarily contributed to the Premises by Landlord including HVAC, ceiling tiles, lighting and bathrooms. The Premises have been inspected by Fairfax County as in compliance with Building Code. Landlord shall make any necessary changes to the Parking Garage and Land to comply with Fairfax County Building Code and the 2010 American with Disabilities Act (ADA). Landlord shall not be responsible for any alterations or fit out work completed within Premises by Tenant.

5. Compliance with Laws. Tenant shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to Tenant's use, of the Premises. All business licenses and other applicable permits and licenses shall be secured and paid for by Tenant.

6. Insurance.

a. *Landlord Insurance*. Landlord agrees to obtain and maintain in effect at all times during the term hereof, fire and extended coverage insurance insuring the Parking Garage, including the Premises and the Land.

b. *Tenant Insurance*. Tenant represents that it is self-insured, and therefore, Tenant assumes the following risks arising from its use of the Premises:

- Workers' Compensation
- Commercial Automobile Liability
- Commercial General Liability
- Public Officials' Liability

Personal Property at the Premises from time to time, which is Tenant-owned and/or leased property in the care, custody and control of the Tenant, are commercially insured with self-insured retention. Tenant will insure its own losses to the extent such losses are not required to be covered by the Landlord under other sections of this Agreement, and provided that such losses do not result from the negligence of the Landlord, his employees and/or agent.

7. Possession Upon Termination. Upon expiration of the Term of this Lease, or the earlier termination thereof as set forth herein, Tenant shall deliver possession of the Premises to the Landlord in good condition, broom clean and free of any waste or debris. Tenant shall have the right, but not the obligation, to remove any fixtures capable of removal without damage to the Premises.

8. Notice. Any notices, requests for approval, and other communications under this Agreement (each, a "Notice") shall be in writing and shall be delivered via (a) hand delivery, (b) reputable, national overnight delivery service (with confirmatory receipt therefor), or (c) registered or certified United States mail, postage prepaid, in each case to the parties as follows:

If to Landlord:

Square 1400, L.C.
c/o Rushmark Properties
2900 Fairview Park Drive
Falls Church, Virginia 20042
Attention: Neal Kumar

With a copy to:

Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, Virginia 22201
Attention: Thomas J. Colucci, Esq.

If to Tenant:

Facilities Management Department
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035-5503
Attention: Marguerite Guarino

With a copy to:

Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
Attention: County Attorney

Either party may change such address(es) to which a Notice is to be delivered by furnishing five (5) business days written notice of such change(s) to the other party. Each Notice shall be deemed given on the day actually received or the day delivery was refused.

9. Severability. If any term or provision of this Agreement or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

10. Subject to Appropriations. Any and all financial commitments of Tenant under this Agreement are subject to appropriation by the Board of Supervisors of Fairfax, County, Virginia (the "Board").

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

SQUARE 1400, L.C.

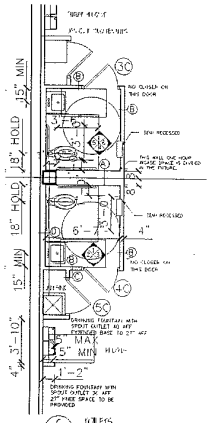
By: _____
Name: Patrick Kearney
Title: Manager

TENANT:

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____
Name: DAVID J. MOLCHANY
Title: DEPUTY COUNTY EXECUTIVE

EXHIBIT A - PREMISES

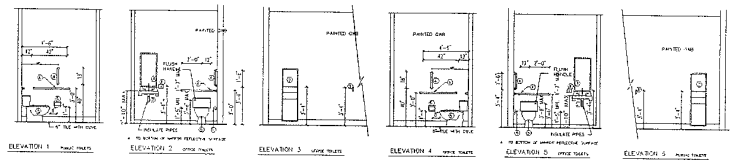


C/AC1 TOILETS
1/4" = 1'-0"

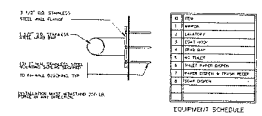
FINISH SCHEDULE COMM'L BUILDING

FLOOR LABEL	FLOOR: 12" VCT	FLOOR: CARPET	FLOOR: NONE	BASE: 4" VINYL COVE	BASE: NONE	WALLS: PAINTED	WALLS: NONE	CEILING: ACT 12"x12" x 9' FL.	CEILING: DRYWALL	CEILING: NONE	HT
MAIN AREA	●			●		●		●			10'
TOILETS	●			●		●		●			8' 3.
JAN CL		●		●		●				●	8' 1, 2.
SPRINKLR RM		●		●		●				●	8'

REMARKS:
CONFIRM FINISHES WITH OWNER/BUILDER.
1. 48" HT FRP WAINSCOT AROUND MOP SINK
2. TECHNILOSS PAINT FINISH



ELEVATION 1 PUBLIC TOILETS
ELEVATION 2 OFFICE TOILETS
ELEVATION 3 GUEST TOILETS
ELEVATION 4 OFFICE TOILETS
ELEVATION 5 PUBLIC TOILETS



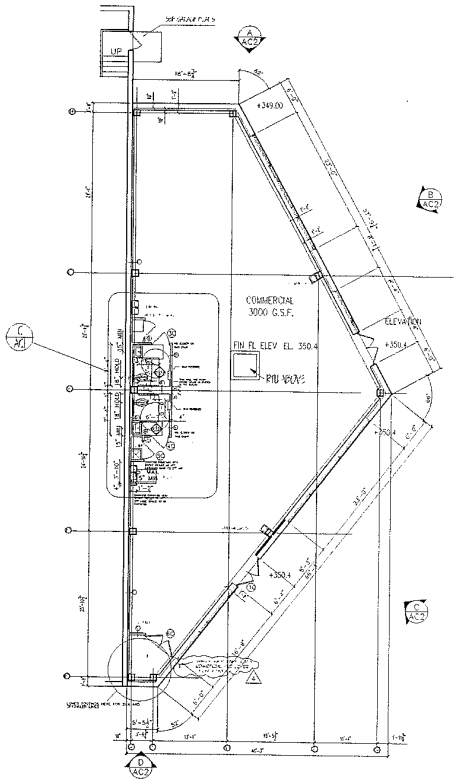
DETAIL B GRAB BAR

10	TOW
9	DISPOSAL
8	LAVATORY
7	SOAP DISP
6	GRAB BAR
5	NO TRACE
4	TOILET PAPER DISPENSER
3	PAPER TOWEL & TRASH RECEP
2	SEAT COVERS
1	MIRROR

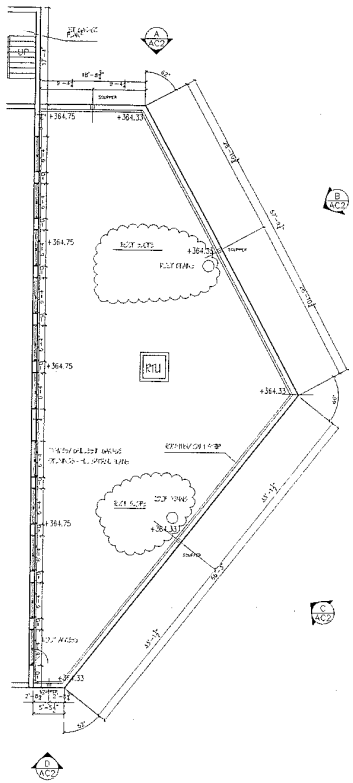
EQUIPMENT SCHEDULE

1. BOBRICK CHANNEL FRAME MIRROR 24 X36 B-290 2436
2. BOBRICK CLASSIC SERIES HOOK B-5673 (PUBLIC AND PUBLIC)
3. BOBRICK GRAB BAR CONCEALED MOUNTING WITH FLANGE B-6806
4. BOBRICK CLASSIC SERIES TOILET TISSUE DISPENSER SPARE ROLL B-274
5. BOBRICK CONTURA SERIES RECESSED MOUNTED TOWEL DISPENSER AND RECEPTACLE B-43944
6. BOBRICK CONTURA SERIES SOAP DISPENSER RECESSED MOUNTED B-4563

D/AC1 TOILET ELEVATIONS
1/4" = 1'-0"



A/AC1 FLOOR PLAN - COMMERCIAL BLDG
1/8" = 1'-0"



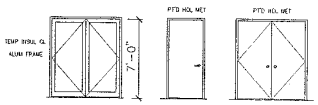
B/AC1 ROOF PLAN - COMM'L BUILDING
1/8" = 1'-0"

DOOR SCHEDULE COMMERCIAL SPACE

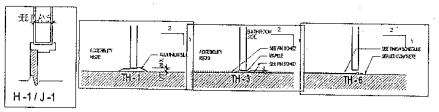
ID. NO.	TYPE	SIZE W	SIZE H	DESCRIPTION MAT'L	FINISH	FRAME	HARDWARE STYLE	LOCK	FINISH	HEAD, JAMB AND SILL		REMARKS
1C	A	PR 3 0	7 0	ALUM	PT'D	SF	PUSH PULL/LEVER*	ENTRY	SC	FACT	FACT TH 1	1,2
2C	A	PR 3 0	7 0	ALUM	PT'D	SF	PUSH PULL/LEVER*	ENTRY	SC	FACT	FACT TH 1	1,2
3C	B	3 0	7 0	HOL MET	PT'D	PT'D H M	LEVER	PRIVACY	SC	H1	J1 TH 3	
4C	B	3 0	7 0	HOL MET	PT'D	HOL MET	LEVER	PRIVACY	SC	H1	J1 TH 3	
5C	B	3 0	7 0	HOL MET	PT'D	HOL MET	ORBIT	STORAGE	SC	H1	J1 TH 6	
6C	C	PR3 0	7 0	HOL MET	PT'D	HOL MET	ORBIT	STORAGE	SC	H1	J1 TH 6	

NOTES AND REMARKS:
CONFIRM KEYING WITH OWNER BUILDER
1 FULLY WEATHERSTRIPPED
2 ADA SILL TREO'D

Door finishes: PT'D PAINTED (PRIMER + 2 COATS - HOL MET)
PAINTED (FACTORY FINISH ON STOREFRONT DOORS)
HW finishes: SC: SATIN CHROME
FRAME finishes: PT'D (HOL MET)
PT'D (FACTORY FINISH ON STOREFRONT)



A B C
DOOR TYPES



H-1 / J-1

2/AC1 DOOR SCHEDULE - COMMERCIAL BLDG
NO SCALE

WALL TYPE A - INTERIOR
50 TO 54 STC SOUND
3 5/8" METAL STUD 25 MSG MIN AT 24" O.C.
5/8" TYPE X GWB
3 1/2" GLASS FIBER INSUL
5/8" TYPE X GWB EACH SIDE
1 HR RATED - NON BEARING
IBC 2006
T. 720.1(2)13
GA FILE NO. WP 1052
ULC DESIGN W415
WALL TO UNDERSIDE OF MTL DECK

WALL TYPE B - INTERIOR
3 1/2" METAL STUD 25 MSG MIN AT 24"O.C.
3 1/2" GLASS FIBER INSUL
1/2" GWB EACH SIDE
NON RATED - NON BEARING
IBC 2006
T. 720.1(2)13
WALL TO UNDERSIDE OF ACT

WALL TYPE C - INTERIOR
3 5/8" METAL STUD 25 MSG MIN AT 24"O.C.
1/2" GWB EACH SIDE
NON RATED - NON BEARING
IBC 2006
T. 720.1(2)13
WALL TO UNDERSIDE OF ACT

WALL TYPE D - INTERIOR
6" METAL STUD 25 MSG MIN AT 24"O.C.
1/2" GWB
CONC. WALL (GARAGE WALL)
NON RATED - NON BEARING
IBC 2006
T. 720.1(2)13
FULL HT @ INTERIOR

WALL TYPE E - INTERIOR
4" METAL STUD 25 MSG MIN AT 24"O.C.
1/2" GWB
CONC. WALL (GARAGE WALL)
NON RATED - NON BEARING
IBC 2006
T. 720.1(2)13
FULL HT @ INTERIOR

1/AC1 WALL TYPES
NO SCALE

REVISIONS:
1 5 24 2011
2 7 29 2011
BID SET 08 26 2011
3 9 22 11
4 10 27 11
5 1 6 2012
6 2 17 2012
CONSTRUCTION SET 4 23 12

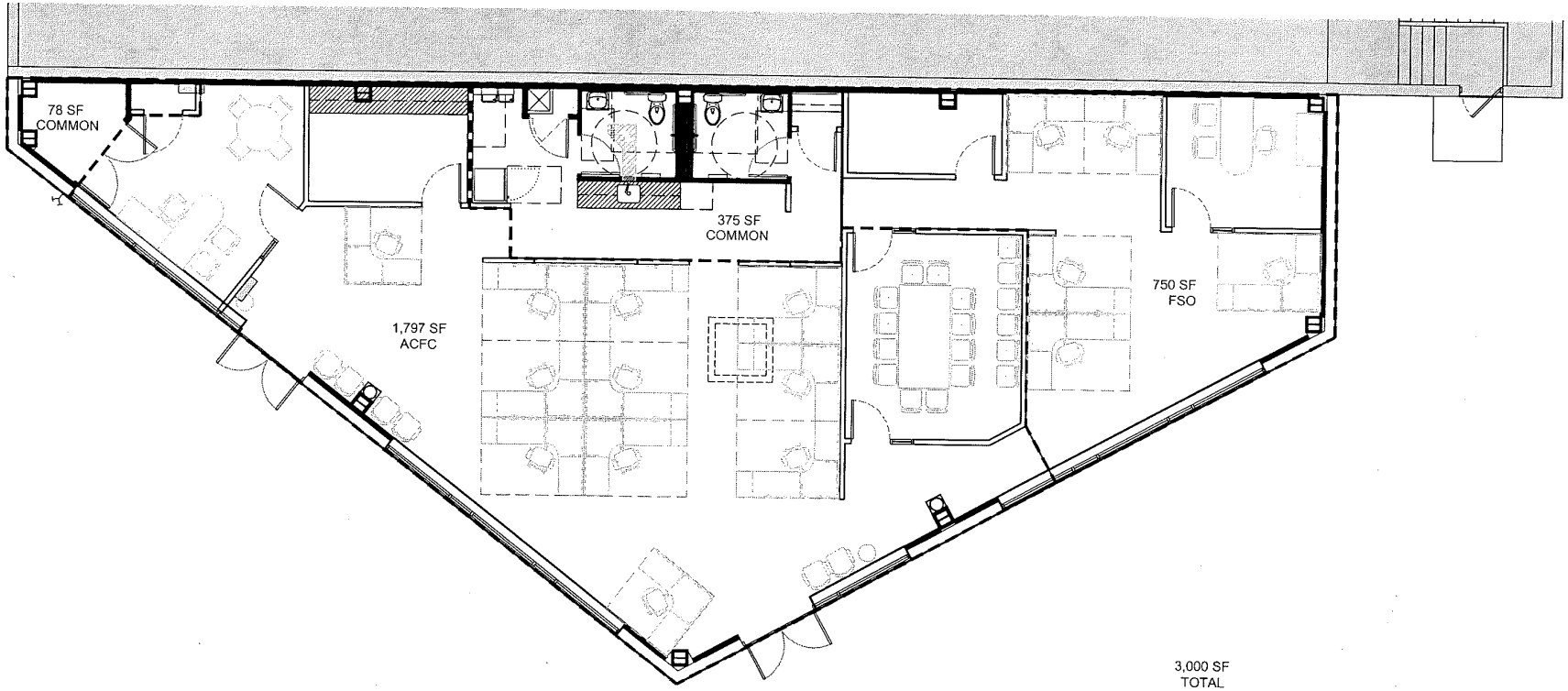
JOB NO. 7021
DATE: 02 /14 /2011

COMM'L BLDG - PLANS
SQUARE 1400
PARKING GARAGE & COMM'L SPACE
2607 PROSPERITY AVE
FAIRFAX, VIRGINIA
S.B.E. AND ASSOCIATES, INC.

AC1

© 2011 SBE AND ASSOCIATES, INC.

EXHIBIT B – SUBLEASED SPACE


78 SF
COMMON
375 SF
COMMON
1,797 SF
ACFC
750 SF
FSO
3,000 SF
TOTAL

Board Agenda Item
September 9, 2014

4:00 p.m.

Public Hearing to Sublease Board-Leased Property at 2667 Prosperity Avenue to the Fairfax Symphony Orchestra (Providence District)

ISSUE:
Public hearing regarding the sublease of Board-leased property at 2667 Prosperity Avenue to the Fairfax Symphony Orchestra, Inc. (Fairfax Symphony).

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to sublease Board-leased property at 2667 Prosperity Avenue to the Fairfax Symphony.

TIMING:
On July 29, 2014, the Board of Supervisors authorized the advertisement of a public hearing to sublease Board-leased property at 2667 Prosperity Avenue to the Fairfax Symphony.

BACKGROUND:
As part of the proffers associated with Rezoning Application RZ 2009-PR-002 for the development of Prosperity Flats Apartments in Merrifield, the developer Square 1400, L.C. (Developer) agreed to lease rent-free to the County approximately 3,000 square feet of space for public and community uses (Leased Space). The Leased Space has been constructed in the ground floor building that is attached to the parking structure of the apartment complex with a street address of 2667 Prosperity Avenue and identified by Fairfax County Tax Map Number of 49-1((13)) parcel 13A. The lease between the County and the Developer (Master Lease) has a twenty (20) year term that commenced on May 12, 2014. The Master Lease allows the County to sublease the Leased Space to Fairfax County organizations or entities for public or community uses.

The Leased Space is now ready for occupancy. The Fairfax Symphony, a non-profit organization that provides County residents with the opportunity to experience symphonic and ensemble music, will occupy part of the space to conduct business and fundraising activities. Staff and the Fairfax Symphony have negotiated the terms of a sublease which will allow the Fairfax Symphony to share the Leased Space with another subtenant. The Fairfax Symphony will have the exclusive right to occupy 750 square feet and the nonexclusive right to use 453 square feet of common area within the Leased Space for an initial five (5) year term. At the Fairfax Symphony's election and the County's discretion, the Fairfax Symphony has the option to extend the term for two additional five (5) year periods. The Fairfax Symphony will pay its own utility bills and its proportionate share of common area expenses.

Board Agenda Item
September 9, 2014

FISCAL IMPACT:
None

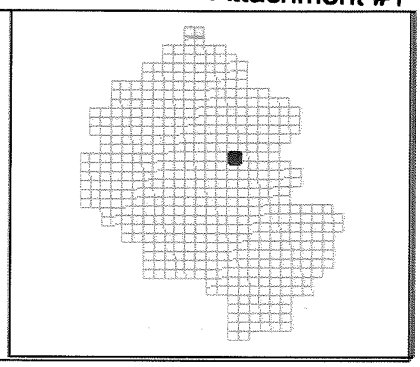
ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 – Draft sublease between County and the Fairfax Symphony

STAFF:
David J. Molchany, Deputy County Executive
Jose A. Comayagua, Jr., Director, Facilities Management Department

Attachment #1

Board-Leased Property at 2667 Prosperity Avenue, Merrifield

County Tax Map No. 49-1 ((13)) Parcel 13A



SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is made as of _____, 2014, by and between the FAIRFAX SYMPHONY ORCHESTRA, INC., a Virginia corporation ("Subtenant"), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Sublandlord" or "Board").

RECITALS

WHEREAS, the Sublandlord is the holder of that certain lease dated December 16, 2013 ("Master Lease"), entered into between the Board, as tenant, and Square 1400, L.C., as landlord ("Prime Landlord"), for 3,000 square feet of ground floor space attached to the parking structure constructed on real property with a Fairfax County Tax Map Number of 49-1((13)) parcels 13A and 13B, which was leased to the Board pursuant to Proffer 28 of RZ 2009-PR-002 ("the Premises"). The Master Lease is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, pursuant to the Master Lease, the Sublandlord has the right to sublease the Premises to qualified Fairfax County organizations, entities, departments, and/or persons for public or community uses; and

WHEREAS, as a local, performing arts organization, the Subtenant is a qualified organization for subleasing; and

WHEREAS, the Subtenant desires to sublease from the Sublandlord 750 square feet of the Premises, as well as 453 square feet of common area within the Premises (as defined below) that shall be shared with another subtenant (hereafter also referred to as the "Subleased Space"). The Sublandlord desires to sublease the Subleased Space to the Subtenant, for use as office space, on the terms and conditions set forth herein. The Subleased Space is identified on the document attached hereto as Exhibit B; and

THEREFORE, in consideration of the mutual covenants and agreements set forth in this Sublease, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sublandlord does hereby sublease to Subtenant, and Subtenant does hereby sublease from Sublandlord, the Subleased Space hereinafter described, upon the terms and conditions as further set forth herein:

AGREEMENT

1. Premises.

a. The "Premises," containing approximately 3,000 square feet, are attached to the Parking Garage, and depicted on Exhibit B attached hereto and incorporated herein by this reference.

b. The "Subleased Space," contains approximately 750 square feet of the Premises, as well as 453 square feet of common area that shall be shared with another subtenant. The Subtenant's proportionate share of the Premises as a whole shall be 29.45%. Subtenant shall also be entitled to four (4) reserved parking spaces.

c. Sublandlord shall serve as the project manager for the Subtenant fit out of the Subleased Space. The Sublandlord shall be responsible for all permits, construction, and information technology data and communications cabling costs. Sublandlord shall provide blue patch cable to Subtenant for data.

d. Sublandlord shall install and provide Systems Furniture for use in the Subleased Space. Sublandlord shall also provide signage and window treatments. Subtenant shall provide all loose furniture for use in the Subleased Space and any and all other items necessary for its use of the Subleased Space. Sublandlord and Subtenant agree that all Systems Furniture, signage, and window treatments are owned by the Sublandlord and shall remain in the space when vacated by the Subtenant.

e. Any and all relocation costs shall be the sole responsibility of the Subtenant.

2. Term. The term of this Sublease shall commence on the date Subtenant first takes possession of the Subleased Space ("Commencement Date") and shall continue for five (5) years after the Commencement Date (the "Term"), with the option, at Sublandlord's discretion, to extend the term for two additional five (5) year terms. Subtenant shall send Sublandlord a written notice confirming the Commencement Date promptly after taking possession.

3. Use.

a. The Subleased Space shall be used by the Subtenant solely for office purposes and no other purpose.

b. No changes shall be made to the exterior appearance of the Subleased Space or Premises, to include its façade, doors, windows, and landscaping.

c. The Subtenant shall not be permitted to post any signage on the exterior of the Subleased Space.

d. No modifications shall be made by the Subtenant to the Systems Furniture or interior of the Subleased Space.

e. Subtenant will not install or operate in the Subleased Premises any electrically operated equipment or other machinery, other than typical office equipment that includes, but is not limited to, copying machines, clocks, computers, printers, televisions, audiovisual equipment, telephone and radio communications equipment, without first obtaining prior written consent of Sublandlord, who may condition such consent upon payment by Subtenant of additional rent as compensation for additional consumption of utilities.

e. In no event shall the Subtenant use or permit the Subleased Space to be used for any illegal or unlawful purpose or activity or any activity which is hazardous, disruptive or disturbing to the Premises, the Subleased Space, and/or other buildings or persons in the vicinity of the Premises.

f. The Subleased Space shall be governed by the Sublandlord's policy regarding the use or consumption of Alcoholic Beverages on County property.

g. The Sublandlord, the Prime Landlord, and their respective representatives may enter and inspect the Subleased Space whenever such property is occupied and open to entry and may otherwise enter, at reasonable times and upon reasonable notice, for the purpose of inspecting the Subleased Space, or performing any work or maintenance necessary to the lease properties or the areas adjacent thereto. In the event of an emergency, Fairfax County safety/police/fire/maintenance services, the Sublandlord or Prime Landlord, or their respective representatives may enter without notice for the sole purpose of dealing with such emergency. The Subtenant agrees that it will deposit with and make available to the Sublandlord, at all times, keys or other devices as may be necessary to permit entry for such purposes.

4. Right of Ingress and Egress. Subtenant, including its employees, business invitees, volunteers, guests, and/or clients, shall have a right of ingress and egress through that portion of the Premises that does not comprise the Subleased Space, as depicted on Exhibit B, irrespective of whether that portion of the Premises is subleased to another subtenant.

5. Rent, Utilities, and Maintenance.

a. *Rent*. Except as otherwise provided herein, Sublandlord shall provide the Subleased Space to Subtenant at no cost to Subtenant.

b. *Cable and Data Utilities*: Subtenant shall be responsible for establishing in Subtenant's name a contract with a cable provider for teleph one a nd data service upon Commencement Date. Thereafter, Subtenant shall be responsible, at its sole cost and expense, for maintaining and paying all costs associated with such contract.

c. *Other Utilities*. Sublandlord shall establish all utility accounts, other than those referenced in paragraph 5(b). Subtenant shall be responsible for reimbursing Sublandlord for Subtenant's proportionate share (29.45%) of the costs of all such utilities within thirty (30) days after presentation of an invoice by Sublandlord to Subtenant. The Subtenant shall provide access to the meters and/or submeters for the Subleased Space to utility providers, Sublandlord, or its agents, contractors, and employees.

d. *Maintenance*. Subtenant shall, at its sole cost and expense, maintain the Subleased Space in good condition and keep it in good order, free from any objectionable noises, odors or nuisances and in compliance with all health and police regulations, in all respects and at all times, usual wear and tear excepted. Subtenant shall be responsible for establishing, maintaining, and paying all costs associated with a contract for cleaning, trash removal, and pest

control services. Sublandlord shall be responsible for repairs, maintenance, and replacement to all interior improvements and mechanical systems serving the Premises, and Subtenant shall be responsible for reimbursing Sublandlord for its proportionate share (29.45%) of those costs within thirty (30) days following presentation of an invoice by Sublandlord to Subtenant. Subtenant shall immediately give Sublandlord notice of defect or need for repairs. After such notice, Sublandlord shall have reasonable opportunity to repair or cure such defect. Sublandlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this Sublease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

6. Property Management. The Sublandlord shall remain the property manager of the Subleased Space and shall be solely responsible for making decisions regarding the Premises and the Subleased Space. The Subtenant shall not be permitted to exercise any managerial role with respect to the Premises or to charge any other Sublessee any fee for such managerial function.

7. Subleases and Additional Occupancy.

a. During the continuation of this Sublease, the Subtenant shall be responsible for full observance of all of its terms, covenants, and conditions.

b. It is understood and agreed that the rights and obligations of the Subtenant hereunder are those of the Subtenant and the Subtenant shall not transfer or assign this Sublease, sublet any or all portion of the Subleased Space, or permit any other person, firm, entity, or organization to occupy or use any part of the Subleased Space.

8. Compliance with Laws. Subtenant shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to Subtenant's use of the Subleased Space. All business licenses and other applicable permits and licenses shall be secured and paid for by Subtenant.

9. Default. If Subtenant breaches or violates any of the terms or conditions contained in this Sublease and fails to cure any such default(s) after ten (10) days' written notice from Sublandlord, or abandons or discontinues the use of the Subleased Space, this Sublease shall, at the sole option of the Sublandlord, terminate upon written notice to the Subtenant. Subtenant shall cease its operations on the Subleased Space and vacate the Subleased Space by close of business on the date of such termination. Further, the Sublandlord is authorized to repossess the Subleased Space and, should Subtenant fail to vacate the Subleased Space as provided herein, the Sublandlord is authorized to enter onto the premises and expel Subtenant and remove its effects forcibly, if necessary.

10. Termination for Convenience. Notwithstanding any other provision of this Sublease, the Sublandlord shall have the right to terminate this Sublease at any time and for any reason by giving ninety (90) days' written notice to Subtenant. Following receipt of such notice, Subtenant shall have no right to the continuation of this Sublease and, upon the expiration of the 90-day period, shall deliver possession of the Subleased Space to Sublandlord in the manner set forth in paragraph 14 below.

11. Subordination to Master Lease. This Sublease is subordinate and subject in all respects to the provisions of the Master Lease between the Sublandlord and Prime Landlord, and in the event of any conflict or ambiguity between this Sublease and the Master Lease, the provisions of the Master Lease shall govern. The terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements of the Master Lease are incorporated into this Sublease by reference and made a part hereof as if herein set forth at length, except to the extent that they are expressly inapplicable to or expressly modified or eliminated by the terms of this Sublease.

12. Indemnification. The Subtenant hereby agrees to indemnify and hold harmless the Sublandlord, Board of Supervisors of Fairfax County, Virginia, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries to the public, including cost or investigation, all expenses of litigation, because of the Subtenant, including its agents, employees, volunteers, business invitees, customers, guests or trespassers arising from the use, occupancy, and/or condition of the Subleased Space.

13. Liability and Insurance.

a. All personal property of the Subtenant (including that of its employees, business invitees, volunteers, guests, and/or clients) in and on said Premises, shall be and remain the sole risk of the Subtenant, and the Sublandlord shall not be liable to them for any damage to or loss of such personal property. Further, the Sublandlord shall not be liable for any personal injury to the Subtenant (including that of its employees, business invitees, volunteers, guests, and/or clients) arising from the use, occupancy, and/or condition of the Subleased Space.

b. During the lease term, Subtenant shall maintain a policy of commercial general liability insurance insuring the Sublandlord and the Subtenant against liability arising out of the use, occupancy, and/or maintenance of the Subleased Space. The insurance will be for not less than $1,000,000 per occurrence for bodily or personal injury or death. The insurance policy shall insure the Sublandlord and Subtenant against liability for property damage in an amount of not less than $1,000,000 per occurrence. The limits of the insurance shall not limit the liability of the Subtenant. The Sublandlord shall be named as an "additional insured" on the Subtenant's General Liability policy and the Insurance Certificate shall state that this coverage "is primary to all other coverage the Sublandlord may possess."

c. Insurance carried by Subtenant will be with companies acceptable to the Sublandlord. The Subtenant will deliver to the Sublandlord a certificate evidencing the existence and amounts of insurance upon commencement of its occupancy and shall provide additional such certificates verifying ongoing insurance coverage promptly upon Sublandlord's request.

14. Possession Upon Termination. Upon expiration of the Term of this Lease, or the earlier termination thereof as set forth herein, Subtenant shall deliver possession of the Premises to the Sublandlord in good condition, broom clean, and free of any waste or debris. Subtenant shall remove all personal property owned by Subtenant, all loose furniture, equipment and inventory, and any other personal property owned by Subtenant or installed or placed by

Subtenant at its expense in the Premises within five (5) working days after the expiration of this Sublease, before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused by such removal. Any of Subtenant's property that is not removed by Subtenant within five (5) working days after the expiration of the Term of this Sublease, shall be considered abandoned and Sublandlord may remove any or all of such property and dispose of the same in any manner. Subtenant shall not remove any of the window treatments, Systems Furniture, and/or other items and improvements furnished or purchased by the Sublandlord. The Subtenant shall deliver all keys for the Premises to the Sublandlord at the Fairfax County Government Center, and shall inform Sublandlord of all combinations on locks, if any, in the Premises.

15. Notice. Any notices, requests for approval, and other communications under this Sublease (each, a "Notice") shall be in writing and shall be delivered via (a) hand delivery, (b) reputable, national overnight delivery service (with confirmatory receipt therefor), or (c) registered or certified United States mail, postage prepaid, in each case to the parties as follows:

If to Subtenant:

The Fairfax Symphony Orchestra, Inc.
Attention: Debra Harrison
Before Commencement Date:
3905 Railroad Avenue, Suite 202N
Fairfax, Virginia 22030

After Commencement Date:
2667 Prosperity Avenue
Fairfax, Virginia 22031

With a copy to:

[FSO General Counsel to be provided]

If to Sublandlord:

Facilities Management Department
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035-5503
Attention: Marguerite Guarino

With a copy to:

Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064

Attention: County Attorney

Either party may change such address(es) to which a Notice is to be delivered by furnishing five (5) business days written notice of such change(s) to the other party. Each Notice shall be deemed given on the day actually received or the day delivery was refused.

16. Severability. If any term or provision of this Sublease or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease shall not be affected thereby, and each term and provision of this Sublease and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

17. Subject to Appropriations. Any and all financial commitments of Sublandlord under this Sublease are subject to appropriation by the Sublandlord.

18. Counterparts. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one Sublease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date first written above.

SUBTENANT:

THE FAIRFAX SYMPHONY ORCHESTRA, INC.

By: _____
Name:
Title:

SUBLANDLORD:

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____
Name:
Title:

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease" or "Agreement") is made as of December 16, 2013, by and between SQUARE 1400, L.C., a Virginia limited liability company ("Landlord"), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Tenant").

RECITALS

WHEREAS, Landlord is the owner of certain real property with a Fairfax County Tax Map Number of 49-1 ((13)), parcels 13A and 13B ("Land"); and

WHEREAS, pursuant to Proffer 28 of RZ 2009-PR-002 (the "Proffer"), Landlord agreed to provide Tenant with 3,000 GFA of ground floor space attached to the parking structure to be constructed on the Land; and

WHEREAS, the proffered space attached to the parking structure has been constructed on Parcels 13A and 13B, such building to have an address of 2667 Prosperity Avenue, Fairfax, Virginia 22031 (the "Parking Garage"); and

WHEREAS, Landlord has received a building permit for the Parking Garage; and

THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby lease and demise to Tenant, and Tenant does hereby lease and take from Landlord, the Premises hereinafter described, upon the terms and conditions of the Proffer and as further set forth herein:

AGREEMENT

1. Premises.

a. The "Premises," containing approximately 3,000 square feet, are attached to the Parking Garage, and depicted on Exhibit A attached hereto and incorporated herein by this reference. Tenant shall also be entitled to 11 reserved parking spaces.

b. Landlord shall be responsible for constructing the Premises as a rough shell with utilities to meet building permit requirements. The shell shall be completed and made available to the Tenant prior to the issuance of the first Residential Use Permit ("RUP") on the Land or as otherwise agreed to in writing by the Tenant and the County.

c. Tenant shall be responsible for constructing all of its own betterments and interior improvements serving the Premises. The Tenant shall have the right to complete its own betterments and improvements within the shell without the approval of the Landlord. If and to the extent any mechanics liens are filed against the Premises or the Land as a result of Tenant's construction on the Premises, Tenant shall cause such mechanics liens to be removed within one

hundred and twenty (120) days of their filing at no cost to Landlord. Tenant shall have no obligation to remove these betterments and improvements upon termination of this Lease.

2. Term. The term of this Agreement shall commence on the date Tenant first takes possession of the Premises ("Commencement Date") and shall continue for twenty (20) years after the Commencement Date (the "Term"). Tenant shall send Landlord a written notice of the Commencement Date promptly after taking possession.

3. Use.

a. The Premises shall be used for office purposes or such other future public and/or community uses as may be reasonably and mutually agreed to in advance by the parties, which agreement shall not be unreasonably withheld.

b. Landlord hereby indemnifies Tenant against any and all damages, losses, and/or claims arising out of the use by the Landlord or its employees, agents, contractors, tenants or sub-lessees (other than Tenant), customers, or visitors, of the Premises.

c. Landlord shall be entitled to make a claim to the Board (as hereinafter defined) for compensation for any or all damages, losses, and/or claims arising out of the use by the Tenant, or Tenant's employees, agents, contractors, tenants or sublessees, customers or visitors, of the Premises, the Land or the Parking Garage, and associated personal property located within.

d. Tenant shall exercise diligent and commercially reasonably efforts through the Term of the Lease to fill the Premises and keep the Premises occupied.

4. Rent, Utilities, and Maintenance.

a. *Rent.* Except as otherwise provided herein, Landlord shall provide the Premises to Tenant at no cost to Tenant.

b. *Sublease.* Tenant shall be entitled to sublease the Premises to Fairfax County organizations, entities, departments, and/or persons for public or community uses without Landlord approval. Tenant shall provide Landlord with written notice of any such sublease. No such sublease shall serve to release Tenant from its obligations hereunder.

c. *Utilities.* Tenant shall be responsible for all utilities for the Premises, which will be separately metered. The Landlord shall provide access to the meters and/or submeters for the Premises to utility providers, Tenant, or its agents, contractors and employees. Tenant shall be responsible for placing service in Tenant's name upon Commencement Date.

d. *Maintenance.* Landlord, at its expense, shall be responsible for maintenance of the Parking Garage and the Land, including routine maintenance, cleaning and pest control. Tenant shall, at its sole cost and expense, maintain the Premises in good condition

and keep the Premises in good order, free from any objectionable noises, odors or nuisances and in compliance with all health and police regulations, in all respects and at all times. Tenant, at Tenant's sole cost and expense, shall be responsible for all repairs, maintenance, and replacement to all betterments, interior improvements and mechanical systems serving the Premises.

e. *ADA*. Landlord shall deliver the Premises as a cold dark shell with some improvements that have been voluntarily contributed to the Premises by Landlord including HVAC, ceiling tiles, lighting and bathrooms. The Premises have been inspected by Fairfax County as in compliance with Building Code. Landlord shall make any necessary changes to the Parking Garage and Land to comply with Fairfax County Building Code and the 2010 American with Disabilities Act (ADA). Landlord shall not be responsible for any alterations or fit out work completed within Premises by Tenant.

5. Compliance with Laws. Tenant shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to Tenant's use, of the Premises. All business licenses and other applicable permits and licenses shall be secured and paid for by Tenant.

6. Insurance.

a. *Landlord Insurance*. Landlord agrees to obtain and maintain in effect at all times during the term hereof, fire and extended coverage insurance insuring the Parking Garage, including the Premises and the Land.

b. *Tenant Insurance*. Tenant represents that it is self-insured, and therefore, Tenant assumes the following risks arising from its use of the Premises:

- Workers' Compensation
- Commercial Automobile Liability
- Commercial General Liability
- Public Officials' Liability

Personal Property at the Premises from time to time, which is Tenant-owned and/or leased property in the care, custody and control of the Tenant, are commercially insured with self-insured retention. Tenant will insure its own losses to the extent such losses are not required to be covered by the Landlord under other sections of this Agreement, and provided that such losses do not result from the negligence of the Landlord, his employees and/or agent.

7. Possession Upon Termination. Upon expiration of the Term of this Lease, or the earlier termination thereof as set forth herein, Tenant shall deliver possession of the Premises to the Landlord in good condition, broom clean and free of any waste or debris. Tenant shall have the right, but not the obligation, to remove any fixtures capable of removal without damage to the Premises.

8. Notice. Any notices, requests for approval, and other communications under this Agreement (each, a "Notice") shall be in writing and shall be delivered via (a) hand delivery, (b) reputable, national overnight delivery service (with confirmatory receipt therefor), or (c) registered or certified United States mail, postage prepaid, in each case to the parties as follows:

If to Landlord:

Square 1400, L.C.
c/o Rushmark Properties
2900 Fairview Park Drive
Falls Church, Virginia 20042
Attention: Neal Kumar

With a copy to:

Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, Virginia 22201
Attention: Thomas J. Colucci, Esq.

If to Tenant:

Facilities Management Department
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035-5503
Attention: Marguerite Guarino

With a copy to:

Office of the County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064
Attention: County Attorney

Either party may change such address(es) to which a Notice is to be delivered by furnishing five (5) business days written notice of such change(s) to the other party. Each Notice shall be deemed given on the day actually received or the day delivery was refused.

9. Severability. If any term or provision of this Agreement or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

10. Subject to Appropriations. Any and all financial commitments of Tenant under this Agreement are subject to appropriation by the Board of Supervisors of Fairfax, County, Virginia (the "Board").

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

LANDLORD:

SQUARE 1400, L.C.

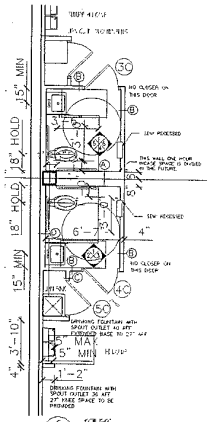
By: _____
Name: Patrick Kearney
Title: Manager

TENANT:

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____
Name: DAVID J. MOLCHANY
Title: DEPUTY COUNTY EXECUTIVE

EXHIBIT A - PREMISES

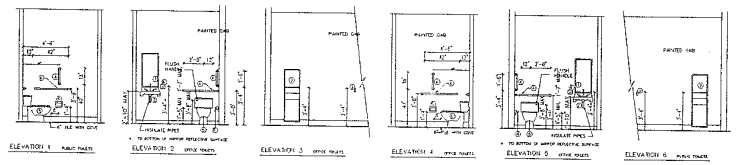


TOILETS
1/2" = 1'-0"

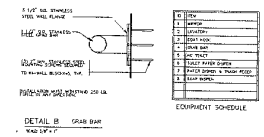
FINISH SCHEDULE COMM'L BUILDING

	FLOOR			BASE		WALLS			CEILING		HT
	12" VCT	CARPET	HONE	4" VINYL COVE	HONE	PAINTED	HONE	20 GA. ALT. 10'-0" A.F.F. FL.	GYP WALL	HONE	
MAIN AREA	●			●		●			●		10'
TOILETS	●			●		●			●		8' 2.
JANI CL		●		●		●				●	8' 1. 2.
OPRAUR RM		●		●		●				●	8'

REMARKS
CONFIRM FINISHES WITH OWNER/BUILDER.
1. 48" HT FRP WAINSCOT AROUND
MOP SINK
2. SEMIGLOSS PAINT FINISH



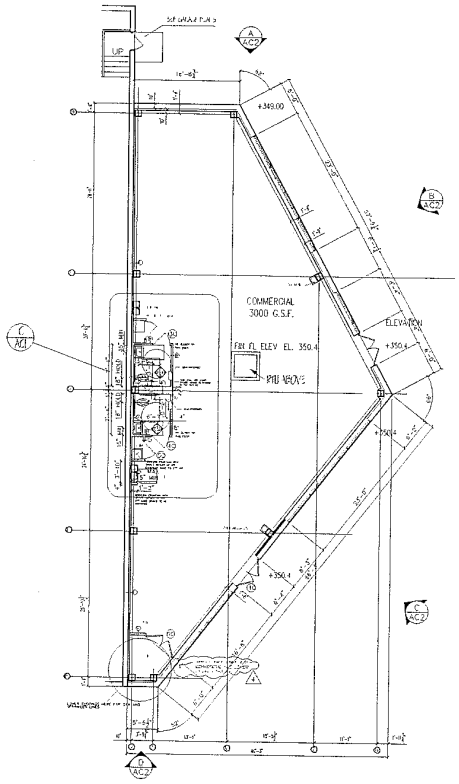
ELEVATION 1 PUBLIC TOILETS
ELEVATION 2 OFFICE TOILETS
ELEVATION 3 OFFICE TOILETS
ELEVATION 4 OFFICE TOILETS
ELEVATION 5 OFFICE TOILETS
ELEVATION 6 PUBLIC TOILETS



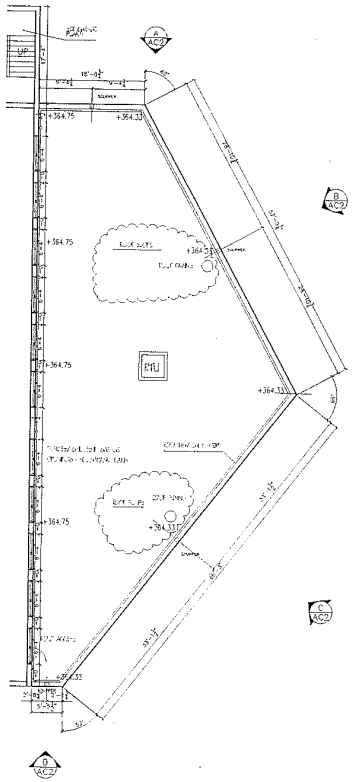
DETAIL B GRAB BAR

EQUIPMENT SCHEDULE

TOILET ELEVATIONS
1/4" = 1'-0"

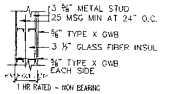


FLOOR PLAN - COMMERCIAL SPACE
1/8" = 1'-0"



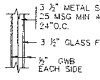
ROOF PLAN - COMM'L BUILDING
1/8" = 1'-0"

WALL TYPE A - INTERIOR
50 TO 54 STC 300MB



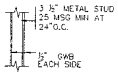
1 HR RATED - NON BEARING
IBC 2006
T. 720.1(2)13
GA. FILE NO. HP 1052
ULC DESIGN W415
WALL TO UNDERSIDE OF MTL DECK

WALL TYPE B - INTERIOR



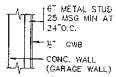
NON RATED - NON BEARING
IBC 2006
T. 720.1(2)13
WALL TO UNDERSIDE OF ACT

WALL TYPE C - INTERIOR



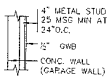
NON RATED - NON BEARING
IBC 2006
T. 720.1(2)13
WALL TO UNDERSIDE OF ACT

WALL TYPE D - INTERIOR



NON RATED - NON BEARING
IBC 2006
T. 720.1(2)13
FULL HT @ INTERIOR

WALL TYPE E - INTERIOR



NON RATED - NON BEARING
IBC 2006
T. 720.1(2)13
FULL HT @ INTERIOR

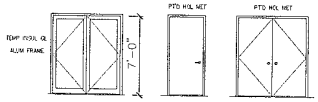
WALL TYPES
NO SCALE

DOOR SCHEDULE COMMERCIAL SPACE

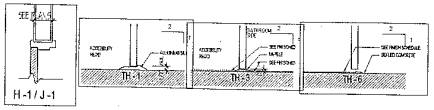
ID. NO.	TYPE	SIZE W	SIZE H	DESCRIPTION MATL	DESCRIPTION FINISH	DESCRIPTION FRAME	HARDWARE STYLE	LOCK	FINISH	HEAD, JAMB AND SILL			REMARKS
1C	A	PR 3'0	7'0	ALUM	PT'D	SF	PUSH PULL/LEVER*	ENTRY	SC	FACT	FACT	TH 1	1,2
2C	A	PR 3'0	7'0	ALUM	PT'D	SF	PUSH PULL/LEVER*	ENTRY	SC	FACT	FACT	TH 1	1,2
3C	B	3'0	7'0	HOL MET	PT'D	PT'D H M	LEVER	PRIVACY	SC	H1	J1	TH 3	
4C	B	3'0	7'0	HOL MET	PT'D	HOL MET	LEVER	PRIVACY	SC	H1	J1	TH 3	
5C	B	3'0	7'0	HOL MET	PT'D	HOL MET	ORBIT	STORAGE	SC	H1	J1	TH 6	
6C	C	PR 3'0	7'0	HOL MET	PT'D	HOL MET	ORBIT	STORAGE	SC	H1	J1	TH 6	

NOTES AND REMARKS:
CONFIRM KEYING WITH OWNER BUILDER
1 FULLY WEATHERSTRIPPED
2 ADA SILL TREO'D

Door finishes: PT'D PAINTED (PRIMER + 2 COATS - HOL MET))
PAINTED (FACTORY FINISH ON STOREFRONT DOORS)
HW finishes: SC: SATIN CHROME
FRAME finishes: PTD (HOL-MET)
PTD (FACTORY FINISH ON STOREFRONT)



A B C
DOOR TYPES



DOOR SCHEDULE - COMMERCIAL 3.DWG
NO SCALE

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REVISIONS:
1 5 24 2011
2 7 29 2011
BID SET
08 26 2011
3 9 22 11
4 10 27 11
5 1 6 2012
6 2 17 2012

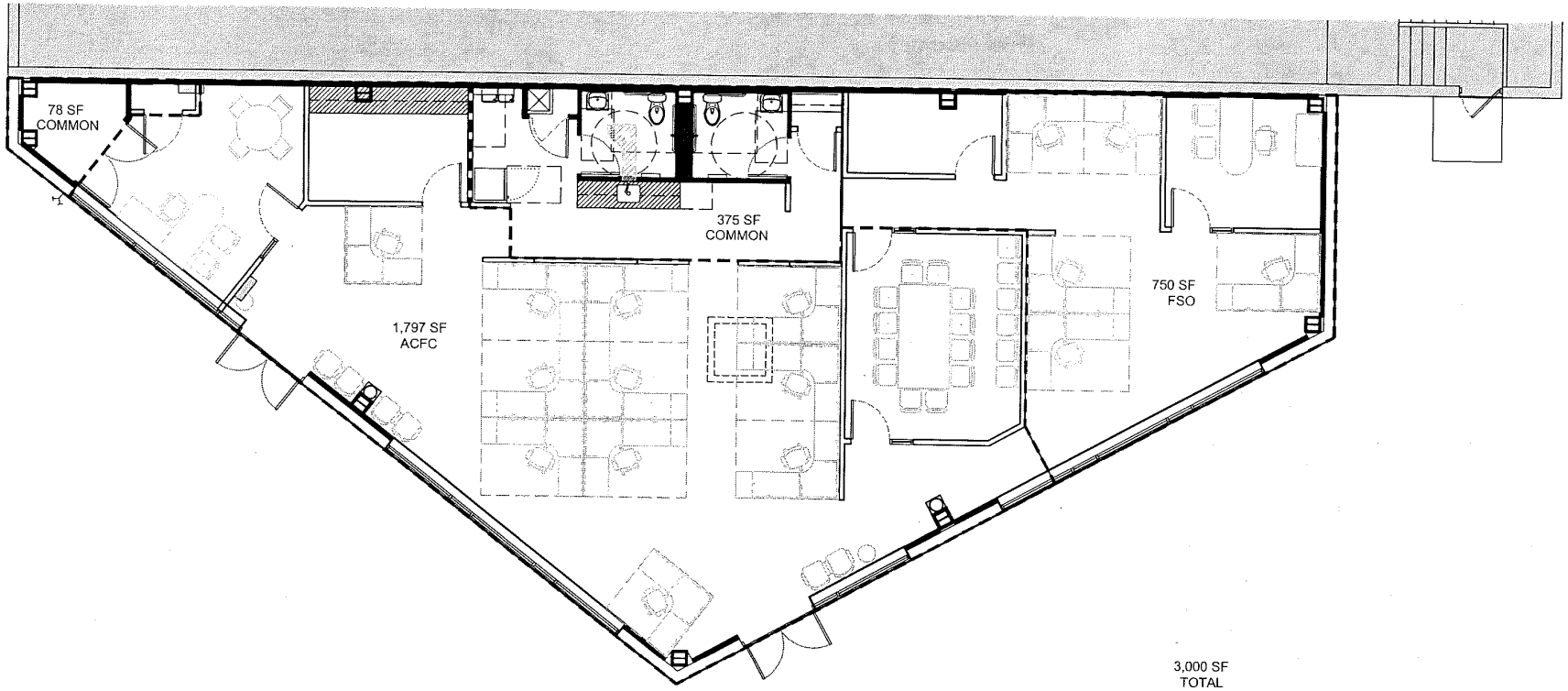
CONSTRUCTION SET 4 23 12

JOB NO. 7021
DATE: 02 /14 /2011

COMM'L BLDG - PLANS
SQUARE 1400
PARKING GARAGE & COMM. SPACE
2007 PROPERTY AVE
FINAL PROJECT
SBE AND ASSOCIATES, INC.

AC1

EXHIBIT B – SUBLEASED SPACE


78 SF
COMMON
375 SF
COMMON
1,797 SF
ACFC
750 SF
FSO
3,000 SF
TOTAL